

CITY OF SARATOGA SPRINGS

City Council Meeting



March 15, 2022

City Hall - Music Hall, 3rd Floor

: P.H. - 2022 Water and Sewer Rates
: P.H. - Amend Chapter 136 - Outdoor Dining
: P.H. - Caroline Street Traffic Control
: P.H. - Civilian Review Board
: P.H. - Local Law #2 of 2022 (UDO)
06:30 PM P.H. - Weibel Avenue PUD Amendment

[Print](#)

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

1. CDTA Update on CDPHP Cycle
2. Community Development Citizen's Advisory Committee 2022 Community Development Block Grant Annual Action Plan Recommendations
3. Saratoga Arts Center
4. West Ave Special Assessment District (WASAD) Annual Report 2021

EXECUTIVE SESSION:

CONSENT AGENDA

1. Approval of 03/01/22 City Council Meeting Minutes
2. Approve Budget Transfers - Regular
3. Approve Budget Transfers - Capital
4. Approve Budget Amendments - Insurance
5. Approve Budget Amendments - Regular (Increases)
6. Approve Payroll 03/04/22 \$430,942.89
7. Approve Payroll 03/11/22 \$650,057.03
8. Approve Mid-Warrant 2021, 21MWDE12 \$8,495.02

9. Approve Mid-Warrant 2022, 22MWMAR1 \$4,313,195.58
 10. Approve Warrant 2022, 22MAR2 \$1,263,847.34
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MAYOR'S DEPARTMENT

1. Discussion and Vote: Adopt Local Law No. 2 (UDO)
 2. Set Public Hearing: Accept Suggestions from Public on Possible Amendments to Unified Development Ordinance
 3. Announcement: Appointment of Alternate to Zoning Board of Appeals
 4. Announcement: Appointment to Community Development Citizen Advisory Committee
 5. Announcement: State of the City Address on March 19, 2022
 6. Announcement: League of Women Voters Event for Women's History Month
 7. Proclamation: March is Gambling Awareness Month 2022
 8. Discussion: Response to Conflict in Ukraine
 9. Set Public Hearing: Community Development Block Grant Annual Action Plan Recommendations
 10. Discussion and Vote: Resolution for Construction Inspection/ Construction Support and Construction Phase of the SGT Downtown Connector Trail
 11. Discussion and Vote: Authorization for Mayor to Sign Construction Contract with Rifenburg Contracting Corp.
 12. Discussion and Vote: Authorization for Mayor to Sign Contract Addendum with Greenman Pedersen Inc.
 13. Discussion and Vote: Authorization for Mayor to Sign Saratoga County Office for the Aging Nutrition Agreement 2022
 14. Discussion and Vote: Authorization for Mayor to Sign Saratoga County Office of the Aging Transportation Agreement 2022
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ACCOUNTS DEPARTMENT

1. Award of Bid: Saratoga Greenbelt Downtown Connector Trail Construction to Rifenburg Contracting Corp.
 2. Award of Bid: Hazardous Material Testing to Ambient Environmental, Inc.
 3. Discussion and Vote: Authorization for Mayor to Sign Records Management Grant Application, Supporting Documents, and Submit Application to New York State Archives
 4. Discussion and Vote: Amend Chapter 136 of the City Code - Outdoor Dining
 5. Discussion and Vote: Authorization for Mayor to Sign Letter to Governor Hochul Regarding Outdoor Dining
 6. Discussion and Vote: Approval of Resolution to Appoint Marriage Officer
 7. Announcement: Recognition of Celtic Treasures
 8. Update: COVID and Planned City Activities
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FINANCE DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Agreement with Mindcentric for Zimbura Networking Project
 2. Discussion and Vote: Budget Transfers - Payroll
-

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Approval to Adopt 2022 Water and Sewer Rate Resolution
2. Discussion and Vote: Authorization for Mayor to Sign Contract with Navistar Inc for Heavy Duty Class 4-7 & Class 8 Heavy Duty Trucks
3. Discussion and Vote: Authorization for Mayor to Sign Contract with Ambient Environmental for Hazardous Materials Testing & Monitoring Services

4. Discussion and Vote: Authorization for Mayor to Sign Contract with DeNooyer Chevrolet, Inc for Chevrolet Vehicles
 5. Discussion and Vote: Approval to Adopt Department of Public Works Contractual Template Updates
 6. Discussion and Vote: Approval to Reimburse Victoria Garlanda for Spirit of Life Plaque
 7. Announcement: 2021 Department of Public Works Annual Report
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PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to sign contract with Dr. Jason Bernad as Medical Director
 2. Discussion and Vote: Authorization for Mayor to sign contract with Metro Ford
 3. Discussion and Vote: Approval to Pay Invoice to Axon in the amount of \$259,451.92
 4. Discussion and Vote: Patrol Division Increase Initiative - Phase 1
 5. Discussion and Vote: Authorization for Mayor to sign MOA with Saratoga Springs Firefighters Union Local 343
 6. Discussion and Vote: Authorization for Mayor to Sign Contract Extension with NYS OGS for Fire Station #3 Construction Inspection Requirements
 7. Discussion and Vote: Caroline Street Traffic Control
 8. Announcement: 2021 DPS Annual Report is published on the City's website
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SUPERVISORS

1. Matt Veitch
 1. Saratoga County Prosperity Partnership
 2. NYSAC Legislative Conference
 2. Tara N. Gaston
 1. COVID-19 Update
 2. NYSAC Legislative Conference
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ADJOURN



CITY OF SARATOGA SPRINGS

PLANNING & ECONOMIC DEVELOPMENT

City Hall – 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480

Susan Barden, AICP
Principal Planner

Amanda Tucker, RA
Senior Planner

Aneisha Samuels-Sanford, MRP
Senior Planner

Amber Upton
Community Development Planner

Tina Carton
Administrator of Sustainability

Susanna Combs
Administrative Assistant

Memorandum

To: Mayor Ron Kim
Commissioners Moran, Sanghvi, Montagnino, and Scirocco
From: Amber Upton
Date: March 10, 2022
Re: Citizen Advisory Committee Recommendations 2022 CDBG funding

Following two public hearings, Committee meetings and much discussion, the 12-member Community Development Citizen Advisory Committee will present the following recommendations for the City's 2022 CDBG Annual Action Plan for its Entitlement Grant funding to the City Council on Tuesday, March 15, 2022. 2022 CDBG sub-grantee applications were evaluated based on the funding priorities established in the City's 2020 Consolidated Plan. An additional public hearing on these recommendations will take place at the City Council Meeting on April 5, 2022.

The City's total 2022 CDBG Program Year allocation is \$298,434.

RECOMMENDED ACTIVITIES FOR 2022 ACTION PLAN:

Public Services:

Saratoga Affordable Housing Group – Case Manager - \$18,000

Funding to provide for a full-time case manager that will assist low-income/disabled/elderly individuals to secure housing at Allen Drive, work with tenants to prevent evictions, and provide education and management services to assure the safety of all residents.

Salvation Army – Case Manager - \$20,000

Funding to provide for a full-time case manager that will provide services for those experiencing homelessness or are at risk of being homeless. This position consists of outreach, homeless prevention, and supportive case management/casework.

Public Improvements:

Rebuilding Together Saratoga County – Housing Rehabilitation - \$75,000

Funding to support this housing rehabilitation program serving low-moderate income City homeowners.

Saratoga Affordable Housing Group – Allen Drive Rehabilitation- \$57,000

Funding to rehabilitate existing affordable housing units housing to: replace drain lines that are

disintegrating and causing loss of water to housing units. The replacement of these lines will provide safe water to residents.

Franklin Community Center- Roof Replacement- \$40,000

Funding to complete roof replacement of Franklin Community Manor's low-income housing complex.

Mother Anderson Women and Children's Shelter- Cooling System- \$15,000

Funding to prepare the new facility with a proper cooling system for mothers and their children who are residing at the facility.

Rise Housing and Support Services- Van Dam Flooring- \$20,434.00

Funding to replace aging flooring and steps in two units of affordable housing on Van Dam Street in the Progressive Steps Apartment Program (PSAP), providing an improved quality of life to low-income residents with severe and persistent psychiatric conditions.

Administration:

Community Development Program Administration - \$53,000

These funds finance the Community Development operating budget to cover the cost of payroll, fringe and program/office expenses.

I thank you for your attention to this matter. Should you have any questions regarding these recommendations, please contact me at extension 2575, or the Citizen Advisory Committee Chair, Richard Ferguson, at 306-2710.

SHARE

something new

800+

Artists featured in exhibitions at Saratoga Arts and through Art in Public Places

200+

Art makers showcased in gift shop and Art in the Park annually

FUND

something new

\$1.5M+

of funding delivered to Community Arts Projects, Arts Education Programs and Individual Artists in Fulton, Montgomery and Saratoga Counties

LEARN

something new

500+

students of all ages served in our classrooms and beyond through workshops, classes and camps annually

CREATE

something new

100+

seat theater in the heart of downtown serving performers, organizations and more making the arts accessible to all

SARATOGA ARTS

YOUR COMMUNITY
ARTS CENTER

CELEBRATING 25 YEARS AT 320 BROADWAY | SARATOGA-ARTS.ORG



SARATOGA
ARTS

CELEBRATING 25 YEARS AT 320 BROADWAY

We facilitate ways for creativity to thrive. Your membership and donations help us embrace all genres of art, support artists and performers, provide inquiry based educational programming and create strong cultural community access for all. Saratoga Arts is your community arts center.

DONATE OR BECOME A MEMBER TODAY [SARATOGA-ARTS.ORG](https://www.saratoga-arts.org)

320 Broadway | Saratoga Springs, NY | 516.584.4132

**CITY OF SARATOGA SPRINGS
WEST AVENUE PROJECT
WASAD ANNUAL ACCOUNTING
AS OF 12.31.21**

Per resolution adopted by the City Council on 06.28.01, the Commissioner of Finance shall provide an annual statement to the City Council and WASAD Board estimating the total cost of the West Ave. project, credit paid amounts and calculate the outstanding balances. The City and the WASAD share the City construction and betterment cost equally. The WASAD pays it's share to the City over a period of 25 years at a rate of 5.125%. The 2000 Bond was issued for 15 years and was paid in full on 06/01/2014. The 2002 Bond was issued for 25 years. The 2004 Bond was issued for 30 years.

	AMOUNTS	WASAD SHARE
Original Construction Bid Amount	\$ 1,070,143.90	\$ 535,071.95
Order on Contract # 1	25,776.25	12,888.13
Order on Contract # 2	7,354.65	3,677.33
Order on Contract # 3	12,691.60	6,345.80
Order on Contract # 4	-	-
Order on Contract # 5	20,959.35	10,479.68
Order on Contract # 6	111,689.54	55,844.77
NIMO	4,167.67	2,083.84
Original Inspection Bid Amount	98,559.06	49,279.53
NYS Construction Inspection	49,940.00	24,970.00
TOTAL PROJECT COST as of 12.31.21	\$ 1,401,282.02	\$ 700,641.01

Less: 2002 WASAD Principal Payment	\$ (25,091.89)
Less: 2003 WASAD Principal Payment	(15,622.46)
Less: 2004 WASAD Principal Payment	(15,681.68)
Less: 2005 WASAD Principal Payment	(16,485.37)
Less: 2006 WASAD Principal Payment	(17,330.24)
Less: 2007 WASAD Principal Payment	(18,218.42)
Less: 2008 WASAD Principal Payment	(19,152.11)
Less: 2009 WASAD Principal Payment	(20,133.66)
Less: 2010 WASAD Principal Payment	(21,165.51)
Less: 2011 WASAD Principal Payment	(22,250.24)
Less: 2012 WASAD Principal Payment	(23,390.57)

Less: 2013 WASAD Principal Payment	(24,589.33)
Less: 2014 WASAD Principal Payment	(25,849.53)
Less: 2015 WASAD Principal Payment	(27,174.32)
Less: 2016 WASAD Principal Payment	(28,567.01)
Less: 2017 WASAD Principal Payment	(30,031.07)
Less: 2018 WASAD Principal Payment	(31,570.17)
Less: 2019 WASAD Principal Payment	(33,188.13)
Less: 2020 WASAD Principal Payment	(34,889.02)
Less: 2021 WASAD Principal Payment	(36,677.08)

Principal Balance Outstanding as of 12/31/21

\$ 213,583.20

**Without further adjustments, the annual payment from WASAD necessary to amortize \$213,583.20
as of 12.31.21 over 5 years at 5.125% is \$49,502.92 per year.**

CITY INFORMATION

2000 BOND AMOUNT PRINCIPAL & INTEREST	\$	1,792,277.61	Paid in full 06/01/14
2002 BOND AMOUNT PRINCIPAL & INTEREST		162,895.00	Refunded in 2014, Expires 02/15/2022
2004 BOND AMOUNT PRINCIPAL & INTEREST		61,326.86	Refunded in 2014, Expires 02/15/2034

TOTAL BOND AMOUNT	\$	<u>2,016,499.47</u>
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2000 PAYMENTS	\$	32,133.74
2001 PAYMENTS		124,855.09
2002 PAYMENTS		124,152.97
2003 PAYMENTS		132,913.93
2004 PAYMENTS		135,887.73
2005 PAYMENTS		136,565.78
2006 PAYMENTS		136,122.08
2007 PAYMENTS		134,722.33
2008 PAYMENTS		137,632.84
2009 PAYMENTS		136,478.80
2010 PAYMENTS		135,130.98
2011 PAYMENTS		137,254.61
2012 PAYMENTS		135,317.68
2013 PAYMENTS		137,895.39
2014 PAYMENTS		139,001.04
2015 PAYMENTS		9,190.17
2016 PAYMENTS		9,076.70
2017 PAYMENTS		8,893.20
2018 PAYMENTS		9,321.10
2019 PAYMENTS		9,052.88
2020 PAYMENTS		8,737.50
2020 PAYMENTS		<u>8,462.97</u>

TOTAL PAYMENTS	\$	<u>1,978,799.51</u>
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(Principal payments recorded in general ledger account V3719716-56630 and interest payments in V3719717-57630.)

OUTSTANDING BALANCES	\$	<u>37,699.96</u>
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As of 12/31/21, the WASAD has \$7,330.33 in a money market.

DATED: February 7, 2022

Presented to City Council: March 15, 2022

**2000, 2002 and 2004 BOND
WASAD SHARE AT 5.125%**

Loan Amount	\$ 213,583.20
Annual Interest Rate	5.125%
Term in Years	7
Payments Per Year	1
Next Payment Due	12.01.22
Annual Payment	\$ 49,502.92

PAYMENT NO./DATE		BEGINNING BALANCE	INTEREST	PRINCIPAL	ENDING BALANCE	CUMULATIVE INTEREST
1	12/1/2022	213,583.20	10,946.14	38,556.78	175,026.41	444,709.17
2	12/1/2023	175,026.41	8,970.10	40,532.82	134,493.59	455,655.31
3	12/1/2024	134,493.59	6,892.80	42,610.13	91,883.47	464,625.41
4	12/1/2025	91,883.47	4,709.03	44,793.90	47,089.57	471,518.21
5	12/1/2026	47,089.58	2,413.34	47,089.58	0.00	476,227.24



March 01, 2022

CITY OF SARATOGA SPRINGS
City Council Meeting
474 Broadway
7:00 PM

P.H. – 6:20 PM – Amend Chapter 136 –
Outdoor Dining
P.H. – 6:30 PM – Civilian Review Board
P.H. – 6:45 PM – Weibel Avenue PUD
Amendment

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION

1. Saratoga Performing Arts Center (SPAC) Year-Round Education Programs

CONSENT AGENDA

1. Approval of 02/15/22 City Council Meeting Minutes
2. Approval of 2/14/2022 Pre-Agenda Meeting Minutes
3. Approval of 2/14/2022 Pre-Agenda Meeting Transcript
4. Approve Budget Transfers - Capital
5. Budget Transfers - Regular
6. Approve Budget Amendments – Insurance
7. Approve Payroll 02/18/22 \$395,205.94
8. Approve Payroll 02/18/22 \$697,193.99
9. Approve Mid-Warrant 2021, 21MWDE11 \$147,881.40
10. Approve Mid-Warrant 2022, 22MWFEB2 \$426.00
11. Approve Mid-Warrant 2022, 22MWFEB3 \$823,155.70
12. Approve Mid-Warrant 2022, 22MWFEB4 \$509.32
13. Approve Warrant 2022, 22MAR1 \$398,700.98

MAYOR'S DEPARTMENT

1. Discussion: Unified Development Ordinance (UDO)
2. Announcement: Inaugural Infrastructure Committee Meeting
3. Announcement: Appointment to Open Space Advisory Committee
4. Discussion and Vote: Authorization for Mayor to Sign Agreement with Saratoga Casino Holdings, LLC
5. Discussion and Vote: Authorization for Mayor to Certify Bid Documents for the Saratoga Springs Greenbelt Downtown Connector

6. Discussion and Vote: Authorization for Mayor to Sign Agreement with Goldberger and Kremer for Labor Counsel
7. Discussion and Vote: Authorization for Mayor to Sign Agreement with Goldberger and Kremer for Labor Counsel

ACCOUNTS DEPARTMENT

1. Award of Bid: Bid Extension of Labor Counsel to Goldberger & Kremer
2. Discussion and Vote: Amend Chapter 136 of the City Code - Outdoor Dining
3. Award of Bid: Pipes, Fittings, Hydrants, and Valves to Ferguson Waterworks
4. Update: COVID and Planned City Activities

FINANCE DEPARTMENT

1. Announcement: Participatory Budget
2. Update: Finance Department
3. Discussion and Vote: Budget Transfers – Payroll

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Ferguson Waterworks for Pipes, Fittings, Hydrants & Valves
2. Discussion and Vote: Approval to Pay Invoice # 7153442585 in the amount of \$782.12 and #7153442610 to Schindler Elevator Corp in the amount of \$519.26
3. Set Public Hearing: 2022 Water and Sewer Rates

PUBLIC SAFETY DEPARTMENT

1. Announcement: The 2021 DPS Annual Report will be published on the City website on March 14, 2022
2. Discussion and Vote: Authorization for Mayor to Sign Contract for the Purchase of Police Vehicles from Metro Ford
3. Set Public Hearing: Traffic Control Measures - Caroline Street School Vicinity

SUPERVISORS

Matt Veitch

1. Buildings & Grounds Committee
2. COVID-19 Grant Relief Program

Tara Gaston

1. COVID-19 Update
2. Short Term Rental Forum
3. Affordable Housing Survey

ADJOURN



March 01, 2022

CITY OF SARATOGA SPRINGS
City Council Meeting
474 Broadway
7:00 PM

PRESENT:

Ron Kim, Mayor
Dillon Moran, Commissioner of Accounts
Minita Sanghvi, Commissioner of Finance
Jim Montagnino, Commissioner of DPS

STAFF PRESENT:

Angela Rella, Deputy Mayor
Stacy Connors, Deputy Commissioner of Accounts
Heather Crocker, Deputy Commissioner of Finance
Joe O'Neill, Deputy Commissioner of DPW

Matthew Veitch, Supervisor
Tara Gaston, Supervisor

EXCUSED:

Anthony Scirocco, Commissioner of DPW
Jason Tetu, Commissioner of DPS

RECORDING OF PROCEEDINGS

The proceedings of the meeting were taped for the benefit of the secretary and public record. Because the minutes are not a verbatim record of the proceedings, the minutes are not a word-for-word transcript.

PUBLIC HEARING

Amend Chapter 136 Outdoor Dining

Mayor Kim opens the public comment at 6:45 p.m.

Commissioner Moran offered to preface the public comment period with a few statements regarding amending Chapter 136 - outdoor dining. Moran stated, by working as a deliberative body the Council has decided to make some changes to the language proposed for the amending of outdoor dining. Moran stated the code 136-33.5 had been added for the establishment of a committee for outdoor dining for comments and recommendations to be made. Moran stated the committee shall be constituted by the

following members: Battalion Chief of the Fire Department, Director of Risk & Safety, and Department of Public Works Business Manager. Moran added in addition to language being changed, code 136-33.7 (E) all persons must vacate the outdoor dining area seating at close of business each evening, and furniture and equipment is to be removed or properly secured. Code 136-33.7 (F) at the end of the season all furniture and equipment for use in the outdoor seating area must be removed and the area shall be returned to its original state. Scheduled fees shall be established and adopted by the City Council at the beginning of each outdoor dining season. Moran stated a full City Council vote will take place after outdoor dining permits are approved on a regular basis.

Jane Weihe of White St, Saratoga Springs, asked when the amended documents for outdoor dining would be made available to the public. Weihe stated that it would be helpful to know in advance the topics to be discussed at the hearings. Weihe indicated she was unable to find any information online as to how Chapter 136 was to be amended. Weihe stated information was found regarding amending Chapter 136, but the language was in violation of the City Charter. Weihe suggested that information on public hearing topics should be made to the public in a timely fashion.

Commissioner Montagnino asked to clarify Commissioner Moran's proposal. Montagnino stated he had questioned the previous language of the amendment to Chapter 136, and is certain the revised language would be published and on notice to the public in a timely manner before the next hearing.

Mayor Kim concluded this portion of the public hearing at 6:52 p.m. and left it open.

Civilian Review Board (CRB)

Mayor Kim opened the public comment at 6:53 p.m.

Commissioner Montagnino stated that the language of the ordinance that would create the Civilian Review Board is planned to be presented at the first City Council Meeting in April.

No one spoke.

Mayor Kim concluded this portion of the public hearing at 6:55 p.m. and left it open.

Weibel Ave PUD

Mayor Kim opens the public comment at 6:56 p.m.

No one spoke.

Mayor Kim concluded this portion of the public hearing at 6:57 p.m. and left it open.

CALL TO ORDER

Mayor Kim called the meeting to order at 6:58 p.m.

ROLL CALL

Mayor Kim: Aye

Commissioner Sanghvi: Aye

Commissioner Montagnino: Aye

Commissioner Moran: Aye

SALUTE TO THE FLAG

Mayor Kim asked all to stand after the salute for a moment of silence for the people of Ukraine who are fighting for their democracy against Russian forces.

PUBLIC COMMENT

Mayor Kim reminded the audience there is one (1) rule and two (2) suggestions: each speaker would have two (2) minutes to speak and those minutes are the speakers minutes and theirs alone; speakers were reminded they speak as part of a community: be kind, be factual and accurate. The mayor asked all to state their name and address.

Mayor Kim opened the public comment at 7:01 PM.

Nora Brennan of Saratoga Springs recommended the Council reconsider holding meetings in the Music Hall permanently. Brennan stated the City Council Chamber is too small for the group of citizens that come to the meetings.

Brennan gave thanks to the Commissioner of Public Safety for proposing changes to the civil service rules that expand eligibility for promotion within the police and fire departments. Brennan stated there is value in diversifying city employees. Brennan stated the proposal would increase the opportunity of people of color to be represented, and give a broader perspective not available within insular organizations that only promote from within. Brennan asked Commissioner Montagnino to apologize or retract a previous public comment regarding gangster rap attracting unsavory characters.

Glenn Mathis of Saratoga Springs stated there is an issue on the eastside of Saratoga having to do with safety issues surrounding Caroline Street Elementary School. Mathis stated there are no sidewalks for the students that are required to walk to school. Mathis stated there is a grant for the installation of sidewalks on Caroline Street to Henning Street had been submitted. Mathis suggested "No Parking" signs on Caroline Street to be installed where poles are in the ground as safety measures in the interim of waiting for the grant. Mathis also suggested portions of Caroline Street to be closed to traffic during the school's drop off and dismissal times as is done at Lake Avenue Elementary School.

Angela Kaufman of Stolen Land, Town of Saratoga stated the city cannot continue to support imperialism, white supremacy, and colonialism. Kaufman stated that if Putin is denounced for Russia's tactics, then the Stasi Tactics of the SSPD (Saratoga Springs Police Department) should be acknowledged. Kaufman stated the police department have not returned Lexis Figueroa's cell phone, which should be returned. Kaufman addressed Commissioner Montagnino regarding past public comment made regarding gangster rap and unsavory characters. Kaufman expressed it has been learned that City takes money that could be used to support veterans and uses it to subsidize the racing industry. Kaufman requested the charges against protesters be dropped, justice for Darryl Mount, and for the return of Lexi Figueroa's telephone.

Carl Korn of Whistler Court, Saratoga Springs spoke on behalf of his neighbors in Excelsior Park. Korn gave thanks to Mayor Kim and Commissioner Scirocco who had previously listened to the concerns of their neighborhood. Korn stated there are major issues at Excelsior Park regarding the recent special-use permit granted to Witt Construction to increase a 200 residential unit area to a 339 residential unit area. Korn stated the increase of residences and vehicles will create a problem with infrastructure, parking, and traffic. Korn stated Excelsior Park is landlocked and the increase in population and traffic is going to make the ongoing density issues worse.

John Kaufman of White Street, Saratoga Springs expressed the City has hired law firm Miller Mannix to appeal the decision by Judge Jeffery Wait in the City vs. Church Street Trust. Kaufman asked why the Mayor and Council would spend money needlessly on an appeal. Kaufman stated this Council should ask two (2) questions: can the purpose of the appeal be resolved without the expense of litigation and how much is the litigation estimated to cost. Kaufman expressed how voters depend on the Council to exercise their fiduciary responsibility to ensure tax dollars are spent prudently. Kaufman questioned why the city's building department has not to discipline Church Street Trust instead of embarking on unnecessary litigation. (Attachment)

Susan Horst of Saratoga Springs stated her children attend and walk to Caroline Street Elementary School due to living close to the school and ineligible to ride the bus. Horst referenced a photo of Caroline Street which was submitted to Deputy Rella for the Council. Horst expressed the need for urgent safety measures to be implemented immediately. Horst suggested safety measures that could be implemented immediately: temporary parking prohibited signs leading up to the intersection or the closure of Caroline Street during drop off and dismissal. Horst referenced the above measures are used at Lake Avenue Elementary School. Horst stated the previous Council installed sixteen (16) empty poles in the ground, and hoped for more help from this council. (Attachment)

Olivia O'Malley of Saratoga Springs has a student at Caroline Street Elementary School. O'Malley stated over the past ten (10) months she had emailed individuals in City Hall over twenty (20) times, had made multiple phone calls to city employees, met with two (2) Council members, and attended three (3) Council meetings in regards to dangerous walking conditions to and from Caroline Street Elementary School. O'Malley stated the City had not responded to requests for interim temporary parking orders. O'Malley stated Lake Avenue Elementary School had three (3) crossing guards, and one (1) crossing guard could temporarily be reassigned to Caroline Street Elementary School to divert traffic down Schuyler during student drop off and pick up times.

Mary Hultquist of McArthur Drive, Saratoga Springs has children attending Caroline Street Elementary School. Hultquist stated it was dangerous during student drop off and pick up times. Hultquist stated being aware the topic of Caroline Street Elementary School would be discussed by the Safety Committee, but is concerned for the immediate future of traffic near Caroline Street Elementary School. Hultquist stated being aware of long-term goals in the works, and is looking for immediate, short-term help with the traffic concerns and pedestrian safety. Hultquist stated police were not present at dismissal earlier that day or the day before. Hultquist requested options from the Council that could immediately go into effect.

Matthew Marshall of High Rock Avenue, Saratoga Springs stated he came to discuss gangster rap music and the art form that influences millions of people across the world providing an outlet for marginalized people to be heard. Marshall stated to call a culture unsavory indicated what Black Lives Matter™ had pointed out to the city over two (2) years. Marshall recommended an apology made to people of color and DJs. Marshall commented that excessive alcohol consumption was not discussed and the violence that it leads to. Marshall compared the comment of gangster rap and the absence of the mention of the behavior from attendees of Dave Matthews Band concerts.

Helene Venezia of Whistler Court, Saratoga Springs told a personal story of a situation that happened while living at Whistler Court in which the condominium she lived in had a carbon monoxide alarm go off. Venezia expressed the slow response by emergency vehicles which was caused by a tree down and blocking the one road entrance to Excelsior Park. Venezia stated the amount of traffic in the area of Whistler Court is difficult to navigate.

Rich Martino of Whistler Court, Saratoga Springs expressed concern over the one entrance to Excelsior Park Development. Martino stated the traffic in the development is a concern, as well as their being no sidewalks.

Diane Chahovic of Whistler Court, Saratoga Springs expressed there were issues at Whistler Court and the deviation of the original plan for the area. Chahovic stated the additional proposed development planned for the area causes additional concern for traffic conditions.

Bill Hartsell of Whistler Court, Saratoga Springs expressed parking concerns at Whistler Court, due to the additional development. Hartsell stated that he pays extra money for enclosed parking at his residence due to the requirement of alternating parking. Hartsell stated an estimated 75-85 extra cars would cause additional strain to an existing problem.

Mark Richardson of Whistler Court, Saratoga Springs and board member of Whistler Court stated in 2006 the Excelsior Park project was approved for owner-occupied housing for approximately 200 units, and small commercial use. Richardson stated a special use permit was recently issued for the occupancy to

increase to 339 units. Richardson stated the density will make a mess to the environmental impact. Richardson stated the special use permit should not have been issued.

Pauline Connelly of Whistler Court, Saratoga Springs spoke of a family situation that arose where she was called upon to take action to attend and leave her home. Connelly stated that the departure was delayed by an eighteen-wheeler stuck in the snow that blocked traffic. Connelly expressed the panic felt due to having to travel the wrong way on a street to get to her destination.

Bubbles with Down Range MC, a veteran's motorcycle club, stated he had a document to enter for Council records. Bubbles stated that Council members have referred to his club as a gang and vigilantes. Bubbles pointed at Council members and expressed the veterans in the club had given all in the Council their first amendment rights to live with freedom in this country. Bubbles demanded an apology from each Council member that categorized the members of the club as gangs and vigilantes. (Attachment)

Commissioner Montagnino asked to make a statement. Montagnino expressed he had heard the comments made during the meeting and listened to friends who had spoken to him regarding comments he previously made and were quoted in the press about gangster rap. Montagnino expressed he is at the point in his life when he knows when he had made a mistake, and the comments he had been quoted saying were one of those times. Montagnino expressed he did not mean to offend nor insult, and expressed regrets. Montagnino shared some of his background. Montagnino hoped in the future to be judged by his action and not by his words – even though, he stated, words matter.

Saratoga County Supervisor Tara Gaston stated the county had previously reached out to the County Department of Public Works concerning what assistance the county could provide to the City's DPW with doing assessments, grants, and other resources for Excelsior Park.

Mayor Kim concludes the public comment period at 7:33 p.m.

Presentation

Saratoga Performing Arts Center (SPAC) Year-Round Education Programs

Mayor Kim advised that Saratoga Performing Arts Center (SPAC) has a year-round education program which works in schools and communities. It reaches more than 49,000 students each year. Dennis Moench, vice president of education for SPAC, attended to present.

Moench presented a slide-show representing the SPAC School of Arts Year-Round Education Program. Moench stated in the last five (5) years, the programs reach over fifty-thousand (50,000) students at the SPAC campus and in one-hundred twenty (120) schools and not-for-profit organizations in Saratoga, Adirondack, and Capital Regions of NYS. Moench shared the education programs holds four hundred (400) events each year at no cost to participants. Moench stated SPAC's mission is to enhance the role of education to students through art and to feel the transformative power of the arts. Moench stated SPAC School of Arts is opened year-round. Moench stated there are three (3) branches of SPAC offered education programs: school programs, community programs, SPAC School of the Arts. Moench stated SPAC education is dedicated to providing assessable programing while facilitating inclusion, diversity, equity and access in arts education. Moench stated the education programs are instructed by full-time certified teachers. Moench shared that classes are offered weekly to over three hundred (300) students from the age of eighteen (18) months to eighty-four (84) years. Scholarships are available for those in need of tuition assistance. Moench stated Creative Connections is an outreach program offered to children in underserved areas of the Capital Region; children are bused to SPAC each Saturday and provided with three (3) hours of musical theatre and dance classes. Moench also stated the students leave with hot lunches provided by Hattie's Chicken Shack. Spring classes start on March 28, 2022, and summer half-day programs for grades 3-8 are also offered. The website is spacschool.org for registration.

SUPERVISORS

Matthew Veitch

Buildings & Grounds Committee

Supervisor Veitch discussed the Building & Grounds Meeting held at 4 p.m. today. Veitch stated the Committee handles the IT infrastructure and has proposed that the county enter into a contract with a company to do a cybersecurity assessment of the I.T. Infrastructure for the county.

COVID-19 Grant Relief Program

Supervisor Veitch reminded the Council and public of the COVID-19 grant relief program for not-for-profit agencies that were affected by COVID-19. Veitch stated applications were being accepted by the County and information is available at www.saratogacountyny.gov/covidfund. Veitch stated any not-for-profit may apply if the organization can show a loss of funds anytime from March 2020 to the present. Veitch stated the county has two million dollars (\$2,000,000) budgeted for this year in grant relief.

Tara Gaston

COVID-19 Update

Supervisor Gaston stated the county is vastly improving with the COVID-19 health data. Gaston stated the city is at a 3.5% rolling positivity rate, which continues to decrease. Gaston stated there is only nineteen (19) people in the hospital with COVID-19, at this time. Gaston stated the CDC revamped transmission standards: the numbers are based on hospitalizations and deaths, where previously the standards were based on the number of cases. Gaston stated due to the change in standards, the city is considered to be at a low level of transmissions; last week the city was at a high level of transmission under the previous set of standards. Gaston stated the mask mandate has ended at this time, and masks are recommended to wear a mask for their health.

Short Term Rental Forum

Supervisor Gaston stated a short-term rental forum was held along with Supervisor Veitch on February 17, 2022. Gaston stated there had been a good turnout from the community, and a lot of insights and opinions were brought forward and discussed. Gaston stated the Supervisors are continuing to collect consideration for short-term rentals – otherwise known as Airbnb and VRBO. Gaston stated it would take action at the county level for the regulation of short-term rentals and the possibility of collecting occupancy or sales tax before the city would be able to enact regulation, which may include registration and zoning. Gaston reiterated there is no regulation proposal at this time for short-term rentals. Gaston stated the consensus at the forum was in favor of short-term rentals.

Affordable Housing Survey

Supervisor Gaston stated as part of the work performed with the National Organization of Counties, they were able to connect with Community Data Platforms to perform surveys. Gaston stated the service is free and the platform for the survey on affordable housing in our community has gone live. Gaston stated the Supervisors would continue to inform the city and community on the feedback and input.

EXECUTIVE SESSION

There is no Executive Session.

CONSENT AGENDA

Commissioner Moran moved and Commissioner Sanghvi seconded to approve the consent agenda as listed.

1. Approval of 02/15/22 City Council Meeting Minutes
2. Approval of 2/14/2022 Pre-Agenda Meeting Minutes
3. Approval of 2/14/2022 Pre-Agenda Meeting Transcript
4. Approve Budget Transfers - Capital
5. Budget Transfers - Regular
6. Approve Budget Amendments – Insurance
7. Approve Payroll 02/18/22 \$395,205.94
8. Approve Payroll 02/18/22 \$697,193.99
9. Approve Mid-Warrant 2021, 21MWDE11 \$147,881.40
10. Approve Mid-Warrant 2022, 22MWFEB2 \$426.00
11. Approve Mid-Warrant 2022, 22MWFEB3 \$823,155.70
12. Approve Mid-Warrant 2022, 22MWFEB4 \$509.32
13. Approve Warrant 2022, 22MAR1 \$398,700.98

Ayes – All

MAYOR'S DEPARTMENT

1. Discussion: Unified Development Ordinance (UDO)

Mayor Kim introduced an open discussion on the Unified Development Ordinance. Kim gave background on the UDO. Kim stated on 12/21/21, the council adopted the UDO, which passed 3-2. Kim stated there was no formal, written resolution adopting the complex legislation. Kim stated the Council's intent had been to pass a resolution of the UDO in its form. Kim stated the UDO is a 300-page document. Kim stated the resolution that was passed did not repeal applicable zoning codes. Kim stated the UDO is a zoning document. Kim stated the resolution that was passed did not set an effective date for the resolution to become law, which, according to Kim, is critical for the City's Planning Department, residents, and developers. Kim stated that the action the Council took on 12/21/21, contained one (1) zoning provision that had since been nullified by a court decision. Kim stated the final problem discovered with the previous process of passing the UDO was that the local law was never filed with the Department of State.

Mayor Kim stated that after long discussions the best way to proceed with the UDO was not to reopen the document, but to set a public hearing for the UDO, create the appropriate resolution, and repeal the specific zoning codes that were previously repealed in the courts. Kim stated that process would make available the ability to consider amendments. Kim stated this course of action would put the UDO back on firm footing in terms of a resolution, enacting public laws, and the consideration of zoning amendments. Kim stated this would be discussed through public hearings.

City Attorney Anthony Izzo stated the procedure the mayor stated was the best course of action rather than the re-analyzing the complete document.

A public hearing for ten (10) minutes on March 15, 2022, is planned for the UDO. Kim advised the document to be considered would be on the city's website March 2, 2022.

Commissioner Moran stated the incomplete UDO resolution was discovered as a team. Moran stated there were people who were made promises by the last Council that were not delivered upon. Moran stated these were the types of issues that the Mayor was working to rectify with proper counsel, and righting past wrongs and errors.

2. Announcement: Inaugural Infrastructure Committee Meeting

Mayor Kim announced the inaugural meeting of the Infrastructure Committee Meeting would be held at 4 p.m. March 2, 2022, at City Hall. Members of the public are welcome to attend.

3. Announcement: Appointment to Open Space Advisory Committee

Mayor Kim announced the appointment of Anita Morzillo to the Open Space Advisory Committee. Kim stated Morzillo is an Associate Professor of Human Dimensions of Natural Resources at the University of Connecticut. Kim stated Morzillo is a Saratoga Springs native and resident. Morzillo is replacing John McMahon who resigned. Kim gave thanks to McMahon for years of service, commitment and assistance.

4. Discussion and Vote: Authorization for Mayor to Sign Agreement with Saratoga Casino Holdings, LLC

Mayor Kim explained the agreement with Saratoga Casino Holdings, LLC allows for the use of a soccer field without cost to the city.

Mayor Kim moved and Commissioner Moran seconded to approve the mayor to sign the agreement with Saratoga Casino Holdings, LLC.

Ayes – All

5. Discussion and Vote: Authorization for Mayor to Certify Bid Documents for the Saratoga Springs Greenbelt Downtown Connector

Mayor Kim advised the City of Saratoga Springs is working with the Saratoga Springs Greenbelt Downtown Connector trail. Kim stated the project had been authorized by NYS DOT on December 6, 2021. Kim stated the project had been advertised for twenty-eight (28) days beginning January 14, 2022. Kim stated the original bid documents were opened February 11, 2022, and the city received five (5) bidders. Kim stated that based on the DOT procedure, Greenman – Petterson had completed the bid analysis and verified all the documents. Kim stated all required NYS DOT procedures were completed.

Mayor Kim moved and Commissioner Sanghvi seconded to authorize the mayor to certify bid documents for the Saratoga Springs Greenbelt Downtown Connector.

Ayes – All

Accounts Department item #1 is moved up before Mayor Kim's item #6.

ACCOUNTS DEPARTMENT ITEM #1

1. Award of Bid Extension of Labor Counsel to Goldberger & Kremer

Commissioner Moran on recommendation of the Mayor's office announce the award of a bid extension of labor counsel to Goldberger & Kremer for a period of one (1) year under the same terms, conditions, and pricing as stated in the original awarded bid of 2021 – 2022.

Commissioner Moran moved and Mayor Kim seconded the award of bid extension of labor counsel to Goldberger & Kremer

Ayes – All

MAYORS DEPARTMENT ITEM #6

6. Discussion and Vote: Authorization for Mayor to Sign Agreement with Goldberger and Kremer for Labor Counsel

Mayor Kim advised Goldberger and Kremer had previously provided labor counsel to the city. Kim

stated the previous bid award contract price had been thirty-thousand dollars (\$30,000.00) priced at an hourly rate of hundred seventy dollars (\$170.00) per hour.

Mayor Kim moved and Commissioner Sanghvi seconded to authorize the mayor to sign the agreement with Goldberger and Kremer for labor counsel.

Ayes – All

ACCOUNTS DEPARTMENT

2. Discussion and Vote: Amend Chapter 136 of the City Code - Outdoor Dining

Commissioner Moran stated item #2 is struck from the agenda due to changes to be made to the language of the amendment. The updated amendment to be added to the city's website on March 2, 2022.

Mayor Kim gave thanks to Commissioner Moran for working to update the amendment.

3. Award of Bid: Pipes, Fittings, Hydrants, and Valves to Ferguson Waterworks

Commissioner Moran announced on the recommendation of the DPW an award of bid for pipes, fittings, hydrants, and valves to Ferguson Waterworks. Moran stated the award is not to exceed one-hundred twenty-six thousand, two-hundred forty-three dollars and ninety-six cents. (\$126,243.96)

Moran moved and Commission Sanghvi seconded the award of bid for pipes, fittings, hydrants, and valves to Ferguson Waterworks not to exceed \$126,243.96

Ayes – All

4. Update: COVID and Planned City Activities

Commissioner Moran stated since January 1, 2022, the city had five (5) COVID-19 distribution events of COVID-19 testing kits and KN-95 masks. Moran stated the events took place at Geyser Road School, City Center parking lot, Jefferson and Vanderbilt Terraces, and BOCES. Moran stated Moran stated four-thousand (4,000) test kits had been distributed to the community. Moran stated in addition to the aforementioned, an additional twenty-five hundred (2,500) test kits have been distributed to not-for-profits in the community. Moran stated eleven-thousand (11,000) test kits have been received by the city from the county. Moran stated approximately five-thousand five-hundred (5,500) test kits are remaining for distribution. Moran stated the test kits have a July expiration date. Moran stated with assistance from Commission Montagnino and Assistant Fire Chief test kits are available at the fire departments. Moran stated test kits are available at the Recreation and Senior Centers. Moran encouraged event organizers to reach out for test kits.

Commissioner Montagnino expressed appreciation to Commissioner Moran for coordinating efforts made to distribute the testing kits and KN-95 masks.

FINANCE DEPARTMENT

Commissioner Sanghvi announced it to be Women's History Month. Sanghvi gave thanks to the Finance and IT Departments staff.

1. Announcement: Participatory Budgeting

Sanghvi stated the process and procedures of participatory budgeting is being actively explored. Sanghvi stated this year's participatory budgeting would be more of a pilot program and more information would be shared in April 2022. Sanghvi reminded that participatory budgeting is a process used by municipalities of all sizes to allow for more civic engagement and participation with the city's budget process.

2. Update: Finance Department

Commissioner Sanghvi stated the 2021 budget is closed as of February 28, 2022, and will be reviewed before the NYS Annual Update Document (AUD) is prepared and submitted to NYS by April 30, 2022. Sanghvi stated once the document is completed, it would be circulated to the City Council and available on the agenda and city website when complete. Sanghvi stated March 1, 2022, is the Property Tax deadline for the 1st Quarter. Sanghvi stated the city has a 94% property collection rate. Sanghvi stated the final figure for 2021 Sales Tax is fourteen-million, nine-hundred eight-eight thousand, seventy-two dollars and twenty-three cents. (\$14,988,072.23) Sanghvi stated the amount surpassed the 2021-revised budget and surpassed 2019 budget by 5%. Sanghvi stated the 2021 sales tax amount is good for 2022 budgeting.

3. Discussion and Vote: Budget Transfers – Payroll

Commissioner Sanghvi discussed budget transfers for payroll lines 1 to 2, transfer funds to the police department appropriation for active, injured police officers (207C) from the police department budget appropriation for wages in the amount of \$59,820.36

Commissioner Sanghvi moved and Commissioner Montagnino seconded to authorize a payroll transfer in the amount of \$59,820.36

Ayes – All

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Ferguson Waterworks for Pipes, Fittings, Hydrants & Valves (22-081)

Mayor Kim stated this item is an agreement entered into annually between DPS and Ferguson Waterworks. Kim stated the authorization is not to exceed the unit bid price.

Mayor Kim moved and Commissioner Moran seconded the approval for the mayor to sign the contract with Ferguson Waterworks for pipes, fittings, hydrants, and valves contract to extend until March 1, 2023, with the price not to exceed the unit bid price.

Ayes – All

2. Discussion and Vote: Approval to Pay Invoice # 7153442585 in the amount of \$782.12 and #7153442610 to Schindler Elevator Corp in the amount of \$519.26 (22-082)

Mayor Kim stated the two invoices discussed and to be voted on were related to two (2) onsite emergency repairs of the north elevator in City Hall and the Woodlawn Avenue parking garage elevator. Kim stated the two (2) instances occurred prior to a Council-approved contract. Kim stated 2022 was the first year NYS required Schindler to be licensed by NYS to perform elevator services, which under the city purchasing policy make Schindler a professional service and no

longer a public work. Kim stated DPW was not aware of the NYS licensing change, which caused the department not to have the correct purchase agreement in place.

Mayor Kim moved and Commission Moran seconded the payment of invoice # 7153442585 in the amount of \$782.12 and #7153442610 to Schindler Elevator Corp in the amount of \$519.26.

Ayes – All

3. Set Public Hearing: 2022 Water and Sewer Rates

Mayor Kim requested a public hearing to be set for March 15, 2022, the hearing is for the setting of the 2022 water and sewer rates. Kim stated the water rate resolution would contain a small increase to the water capital improvement fee to accommodate significant investment into the water infrastructure and delivery system. Kim stated the water budget for 2022 will require increases to the basis sewer charge and the usage rates as a result of the multiple year increases from the Saratoga County Sewer District #1. Kim stated the annual expense increase from the county sewer district has amounted to the yearly expense increase of about one-million dollars (\$1,000,000). Kim stated the planned use of fund balance has allowed for a slow increase in rates since 2018, but this exhausted the unassigned fund balance. Kim stated the fee and rate increase will balance the budget, build back fund balance, and plan for future increases from Saratoga County Sewer District #1.

A planned hearing was set for ten (10) minutes on March 15, 2022, to discuss 2022 water and sewer rates.

PUBLIC SAFETY DEPARTMENT

1. Announcement: The 2021 DPS Annual Report will be published on the City website on March 14, 2022

Commissioner Montagnino announced the 2021 DPS Annual Report will be published on the city's website on March 14, 2022.

2. Discussion and Vote: Authorization for Mayor to Sign Contract for the Purchase of Police Vehicles from Metro Ford

Commissioner Montagnino tabled the discussion of the purchase of a vehicle until the next Council meeting.

3. Set Public Hearing: Traffic Control Measures - Caroline Street School Vicinity

Commissioner Montagnino set a public hearing for fifteen (15) minutes for Tuesday, March 15, 2022 for traffic control measures in the Caroline Street Elementary School vicinity. Montagnino recommends adopting the recommendations of the Safety Committee and Safety Sub-Committee. The recommendations include reduced speed limit to 15 mph; extending one-way zone extension; installation on existing poles of no parking and no standing signs. Montagnino stated the consideration of no parking and no standing would be on both sides of streets during school days and school hours.

Commission Moran stated he had reached out to the school district to engage them in the safety measures. Moran stated the solutions that will work will not only come from the Council, but the solutions that arise and are adopted by school parents and the Saratoga School District working together. Moran stated he strongly request the school to take an active step to remedy the issues. Moran stated there is a level of safety deserved by the families.

Commissioner Moran asked Commissioner Montagnino if there were steps that could be done now on a temporary basis to elevate certain safety issues. Montagnino stated there were No Parking and No Standing signs available for installation. Moran asked if a motion is required to start the process. Montagnino made a motion to add the installation of signs to the agenda.

City Attorney Tony Izzo stated there are some traffic control measures that require an ordinance change. Izzo stated the installation of signage may be required to be done at the next meeting. Mayor Kim asked Izzo if a public hearing is required to close a portion of the street. Izzo stated City Code § 225 allowed the Commissioner of Public Safety to unilaterally make safety measures on a temporary or seasonal measure. Montagnino amended the motion to include a temporary measure to close off Caroline St. from Benton to Schuyler during the schools pick up and drop off hours until further action is taken on other items.

Montagnino moved and Commissioner Sanghvi seconded to approve the temporary installation of No Parking and No Standing signs to both sides of Caroline Street from Benton to Schuyler during school hours. Montagnino included a temporary measure to close off Caroline St. from Benton to Schuyler during the schools pick up and drop off hours.

Ayes – All

ADJOURN

Commissioner Sanghvi moved and Mayor Kim seconded to adjourn the meeting at 8:35 p.m.

Respectfully submitted,

Barbara Brindisi
Assistant City Clerk

Approved:
Vote:

The city has engaged the law firm Miller Mannix to appeal the decision by Judge Jeffery Wait in City v Church Street Trust.

I have written to Mayor Kim asking what the suit is supposed to achieve. If it is to make sure that Church Street Trust does not proceed without this contractor securing a building permit, then there is no need for litigation. The contractor currently does not have a building permit. He has not received approval for his project from the Design Review Board and the building department can simply issue new citations against him.

Why in the world would the Mayor and Council spend our tax dollars needlessly?

The new members of this Council have emphasized repeatedly their commitment to transparency and yet my simple and courteous inquiry over what appears to be an egregious waste of money goes unanswered.

Surely the members of this Council should themselves want to know the answers to two basic questions:

1. Can the purpose of this appeal be resolved without expensive litigation?
2. How much is this litigation estimated to cost?

If the Mayor does not answer me, he will surely answer any of you. The voters of this city depend on the members of this Council in their legislative role to exercise their fiduciary responsibility to ensure that our tax dollars are spent prudently.

Apparently, according to Commissioner Sanghvi, without pressure from his colleagues at this table, the mayor can spend up to \$50,000.00 on this pointless suit.

Please exercise your responsibility as legislators by asking the mayor this evening to explain why he does not use his building department to discipline Church Street Trust rather than embark on costly and unnecessary litigation.

Received

MAR 01 2022

Accounts Department

Submitted by John Kaufman

Received

MAR 01 2022

Accounts Department

SUSAN HUNT

3/1/2022

I'm Bubbles Down Range MC, a resident and taxpayer of the city of Saratoga Springs. There is a difference in living in Saratoga County and living in the City of Saratoga Springs.

At the February 1st Council meeting, I was removed for improperly wearing my mask. At least that is what the two cops who responded to the crime scene stated. At the same meeting, Jim Montagnino gave a 10 minute presentation prior to opening the public hearing on the civilian review board with no mask. Was he removed? NO! A woman used vulgar and inappropriate language directed at my motorcycle club, Was she removed? NO! The gentleman, who sat near the woman who complained about me to Tara Gaston and instigated my removal, spoke without a mask. Was he removed? NO! At the 2/15 Council meeting a gentleman spoke well over his allotted time of 2 minutes, almost 8 minutes, and used vulgar language after being requested to sit down at least 6 times by the mayor. Were the cops called? NO!! Was he removed? NO!! The videos clearly show this and support the statements I have made. Only I was removed for improperly wearing a mask. Yet the facts and MY behavior were considered demonstrative by this council. If you are going to use your big words like demonstrative please refer to the dictionary so you know what it means and you don't sound foolish. By the way, I don't apologize for my demonstrative behavior. I do easily and clearly show my emotions – the definition of demonstrative. Was I removed because I am a biker and you didn't like the way I looked or was I removed because you didn't like me stating facts? Either way I was discriminated against by an elected city supervisor and members of this council.

Received

MAR 01 2022

Accounts Department

Submitted by Joe Ribis (Bubbles)

You discriminate against anyone who has a different opinion than you. You have gone as far as resorting to calling myself and the members of my Veterans motorcycle club, gang members and vigilantes. Not once have we blocked traffic for hours, harassed patrons of the City or tried to take control of a city council meeting. These guys are veterans who have served our country to preserve your first amendmentst right.th Without them, you couldn't do what you do.

I demand a public apology for your offensive characterization of these veterans, bikers and all motorcycle clubs for calling them gang members and vigilantes. Motorcycle clubs and bikers do more for communities than most of you sitting up there. The activists demanded an apology for statements so we demand the same.

If this council truly believes in equality, you would treat every one of us out here the same, but you don't.

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LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
					LINE DESCRIPTION	EFF DATE			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2022	03	120 03/15/2022	BUDGET	CCM 031522	BUA TRANS-REG	1	1		
1	A3638184 54180			TRANSFER STATION CS	OTHER SUPPLIES		1,650.00	1,608.00	3,258.00
	A -36-3-8180-4-54180 -				TO COVER DEFICITS		03/15/2022		
2	A3638184 54510			TRANSFER STATION CS	REPAIRS & MAINTENANCE VEHICLE		59,000.00	-1,608.00	57,392.00
	A -36-3-8180-4-54510 -				TO COVER DEFICITS		03/15/2022		
3	A3051354 54230			ASSESSMENT OFFICE CS	DUES		400.00	10.00	410.00
	A -30-5-1355-4-54230 -				TO COVER DEFICIT		03/15/2022		
4	A3051354 54110			ASSESSMENT OFFICE CS	OFFICE SUPPLIES		400.00	-10.00	390.00
	A -30-5-1355-4-54110 -				TO COVER DEFICIT		03/15/2022		
					** JOURNAL TOTAL			0.00	

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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CLERK: u238

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2022 3 120									
BUA A3638184-54180	03/15/2022	TRANS-REG	BUDGET	CCM	031522	OTHER SUPPLIES	5	1,608.00	
						TO COVER DEFICITS			
BUA A3638184-54510	03/15/2022	TRANS-REG	BUDGET	CCM	031522	REPAIRS & MAINTENANCE VEHICLE	5		1,608.00
						TO COVER DEFICITS			
BUA A3051354-54230	03/15/2022	TRANS-REG	BUDGET	CCM	031522	DUES	5	10.00	
						TO COVER DEFICIT			
BUA A3051354-54110	03/15/2022	TRANS-REG	BUDGET	CCM	031522	OFFICE SUPPLIES	5		10.00
						TO COVER DEFICIT			
JOURNAL 2022/03/120 TOTAL								.00	.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL					.00	.00

** END OF REPORT - Generated by Lynn Bachner **

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2022	03	67	03/15/2022	BUDGET	CCM 031522 BUA	TRANS-CAP	1	1		
1	H3517142 52000	1252	CULTURE & RECREATION		CAPITAL	PROJECT OUTLAY	445,000.00	20,000.00	465,000.00	
	H -35-1-7140-2-52000	-1252				COVER INCRS-COVID(SGDC)	03/15/2022			
2	H3517142 52000	1251	CULTURE & RECREATION		CAPITAL	PROJECT OUTLAY	-60,000.00	-20,000.00	-80,000.00	B
	H -35-1-7140-2-52000	-1251				COVER INCRS-COVID(CMPLTSTS)	03/15/2022			
						** JOURNAL TOTAL		0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
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CLERK: u238

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2022 3 67									
BUA H3517142-52000-1252						CAPITAL PROJECT OUTLAY	5	20,000.00	
03/15/2022 TRANS-CAP		BUDGET CCM 031522				COVER INCRS-COVID(SGDC)			
BUA H3517142-52000-1251						CAPITAL PROJECT OUTLAY	5		20,000.00
03/15/2022 TRANS-CAP		BUDGET CCM 031522				COVER INCRS-COVID(CMPLTSTS)			
JOURNAL 2022/03/67 TOTAL								.00	.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL					.00	.00

** END OF REPORT - Generated by Lynn Bachner **

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2022	03	83	03/15/2022	BUDGET	CCM 031522 BUA	AMEND-INS	1	2		
1	A093	42680		DPW SALE OF PROPERTY & COMP	INSURANCE RECOVERY		-8,634.72	-4,479.80	-13,114.52	
	A	-09-3-0000-0-42680	-		ALLSTATE REIMB CL #0656703378	03/15/2022				
2	A3335184	54750		STREET LIGHTING CS	STREET LIGHTING		488,634.72	4,479.80	493,114.52	
	A	-33-3-5182-4-54750	-		ALLSTATE REIMB CL #0656703378	03/15/2022				
					** JOURNAL TOTAL			0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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CLERK: u238

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2022 3 83									
BUA A093-42680						INSURANCE RECOVERY	5		4,479.80
	03/15/2022	AMEND-INS	BUDGET	CCM	031522	ALLSTATE REIMB CL #0656703378			
BUA A3335184-54750						STREET LIGHTING	5	4,479.80	
	03/15/2022	AMEND-INS	BUDGET	CCM	031522	ALLSTATE REIMB CL #0656703378			
								.00	.00
BUA A-2960						APPROPRIATIONS			4,479.80
	03/15/2022	AMEND-INS	BUDGET	CCM	031522				
BUA A-1510						ESTIMATED REVENUES		4,479.80	
	03/15/2022	AMEND-INS	BUDGET	CCM	031522				
						SYSTEM GENERATED ENTRIES TOTAL		4,479.80	4,479.80
						JOURNAL 2022/03/83 TOTAL		4,479.80	4,479.80

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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bgamdent

FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
A GENERAL FUND	2022	3	83	03/15/2022				
A-1510					ESTIMATED REVENUES	4,479.80		
A-2960					APPROPRIATIONS			4,479.80
					FUND TOTAL	4,479.80		4,479.80

** END OF REPORT - Generated by Lynn Bachner **

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2022	03	84 03/15/2022	BUDGET	CCM 031522	BUA AMEND-REG	1	2		
1	G103	42701	MISCELLANEOUS	LOCAL SOURCES	REFUND	CURRENT YEAR EXPENSE	.00	-47.92	-47.92
	G	-10-3-0000-0-42701	-			TAX REFUND FOR SEWER	03/15/2022		
2	G3638124	54650	SEWER PUMPING	CS	UTILITIES		45,000.00	47.92	45,047.92
	G	-36-3-8120-4-54650	-			TAX REFUND FOR SEWER	03/15/2022		
3	A102	42701	FINANCE MISC	LOCAL SOURCES	REFUND	CURRENT YEAR EXPENSE	.00	-214.70	-214.70
	A	-10-2-0000-0-42701	-			REFUND-HOME DEPOT	03/15/2022		
4	A3031624	54610	CITY HALL	CS	REPAIRS & MAINTENANCE	BUILDING	30,000.00	214.70	30,214.70
	A	-30-3-1620-4-54610	-			REFUND-HOME DEPOT	03/15/2022		
						** JOURNAL TOTAL		0.00	

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 3 84									
BUA G103-42701						REFUND CURRENT YEAR EXPENSE	5		47.92
	03/15/2022	AMEND-REG	BUDGET	CCM	031522	TAX REFUND FOR SEWER			
BUA G3638124-54650						UTILITIES	5	47.92	
	03/15/2022	AMEND-REG	BUDGET	CCM	031522	TAX REFUND FOR SEWER			
BUA A102-42701						REFUND CURRENT YEAR EXPENSE	5		214.70
	03/15/2022	AMEND-REG	BUDGET	CCM	031522	REFUND-HOME DEPOT			
BUA A3031624-54610						REPAIRS & MAINTENANCE BUILDING	5	214.70	
	03/15/2022	AMEND-REG	BUDGET	CCM	031522	REFUND-HOME DEPOT			
								0.00	0.00
BUA A-2960						APPROPRIATIONS			214.70
	03/15/2022	AMEND-REG	BUDGET	CCM	031522				
BUA G-2960						APPROPRIATIONS			47.92
	03/15/2022	AMEND-REG	BUDGET	CCM	031522				
BUA A-1510						ESTIMATED REVENUES		214.70	
	03/15/2022	AMEND-REG	BUDGET	CCM	031522				
BUA G-1510						ESTIMATED REVENUES		47.92	
	03/15/2022	AMEND-REG	BUDGET	CCM	031522				
						SYSTEM GENERATED ENTRIES TOTAL		262.62	262.62
						JOURNAL 2022/03/84 TOTAL		262.62	262.62

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2022	3	84	03/15/2022			
	A-1510					ESTIMATED REVENUES	214.70	
	A-2960					APPROPRIATIONS		214.70
						FUND TOTAL	214.70	214.70
G	SEWER FUND	2022	3	84	03/15/2022			
	G-1510					ESTIMATED REVENUES	47.92	
	G-2960					APPROPRIATIONS		47.92
						FUND TOTAL	47.92	47.92

** END OF REPORT - Generated by Lynn Bachner **

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED UNPAID INVOICES TO BE POSTED											
2858	00001 DIG SAFELY NEW Y	190508 21110069		191934	21MWDE12	78.36		.00	.00		
CASH A	2021/13	INV 02/28/2022	SEP-CHK: N	DISC: .00			A3143314	54332		78.36	1099:
ACCT 1200	DEPT 4000	DUE 02/28/2022	DESC:11/30/2021								
6706 COLLAMER RD. EAST SYRACUSE NY 13057											
2858	00001 DIG SAFELY NEW Y	190509 21110068		191935	21MWDE12	355.75		.00	.00		
CASH A	2021/13	INV 02/28/2022	SEP-CHK: N	DISC: .00			A3335014	54180		355.75	1099:
ACCT 1200	DEPT 3000	DUE 02/28/2022	DESC:11/30/2021								
6706 COLLAMER RD. EAST SYRACUSE NY 13057											
8944	00000 ROZELL INDUSTRIE	190510 0049277-IN		191936	21MWDE12	2,790.00		.00	.00		
CASH A	2021/13	INV 02/28/2022	SEP-CHK: N	DISC: .00			F3638334	54180		1,750.90	1099:
ACCT 1200	DEPT 3000	DUE 02/28/2022	DESC:CSS				F3638334	54520		1,039.10	1099:
129 PARK ROAD QUEENSBURY NY 12804											
3053	00000 THE SALVATION AR	190511 190511		191937	21MWDE12	1,831.91		.00	.00		
CASH A	2021/13	INV 02/28/2022	SEP-CHK: N	DISC: .00			Y3618654	54947 498		1,831.91	1099:
ACCT 1200	DEPT 1000	DUE 02/28/2022	DESC:2021 CDBG								
27 WOODLAWN AVENUE SARATOGA SPRINGS NY 12866											
7574	00001 SARATOGA CAR REN	190512 4034		191938	21MWDE12	75.00		.00	.00		
CASH A	2021/13	INV 02/28/2022	SEP-CHK: N	DISC: .00			A3143414	54510		75.00	1099:
ACCT 1200	DEPT 4000	DUE 02/28/2022	DESC:12/31/2021								
300 MAPLE AVENUE SARATOGA SPRINGS NY 12866											
368	00007 SARATOGA HOSPITA	190513 11/22-12/06/2021		191939	21MWDE12	2,861.00		.00	.00		
CASH A	2021/13	INV 02/28/2022	SEP-CHK: N	DISC: .00			A3011474	54290		2,861.00	1099:
ACCT 1200	DEPT 1000	DUE 02/28/2022	DESC:OM_SARSCIVL								
OCCUPATION SERVICES A SERVICE OF SARATOGA HOSPITAL MECHANICVILLE NY 12118											
368	00003 SARATOGA HOSPITA	190514 1/5/2022		191940	21MWDE12	290.00		.00	.00		
CASH A	2021/13	INV 02/28/2022	SEP-CHK: N	DISC: .00			A3143124	54720		290.00	1099:
ACCT 1200	DEPT 4000	DUE 02/28/2022	DESC:OM SARSPUB								
CORPORATE HEALTH SERVICES 2388 RT 9, SUITE 5 MECHANICVILLE NY 12118											

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u101 | 21MWDEC12

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CLERK: u101 BATCH: 3500

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
3134	00001 UNITED RENTALS	190515 203475424-001		191942	21MWDE12	213.00	.00	.00		
CASH A 2021/13 INV 02/28/2022 SEP-CHK: N DISC: .00 F3638334 54330 213.00 1099: ACCT 1200 DEPT 3000 DUE 02/28/2022 DESC:3379304 P O BOX 100711 ATLANTA GA 30384-0711										
8 APPROVED UNPAID INVOICES				TOTAL		8,495.02				
8 INVOICE(S)				REPORT POST TOTAL		8,495.02				

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CITY OF SARATOGA SPRINGS LIVE
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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2021 13	A3011474 A	-30-1-1431-4-54290 -	MEDICAL EXAMS	2,861.00	570.00
	A3143124 A	-31-4-3120-4-54720 -	SERVICE CONTRAC	290.00	1,755.08
	A3143314 A	-31-4-3310-4-54332 -	MATERIALS & REP	78.36	11,104.24
	A3143414 A	-31-4-3410-4-54510 -	REPAIRS & MAINT	75.00	3,245.25
	A3335014 A	-33-3-5010-4-54180 -	OTHER SUPPLIES	355.75	959.71
	F3638334 F	-36-3-8330-4-54180 -	OTHER SUPPLIES	1,750.90	.01
	F3638334 F	-36-3-8330-4-54330 -	REPAIRS & MAINT	213.00	11.93
	F3638334 F	-36-3-8330-4-54520 -	GAS & OIL	1,039.10	991.90
	Y3618654 Y	-36-1-8676-4-54947 -498	SALVATION ARMY	1,831.91	-3,953.84
REPORT TOTALS				8,495.02	

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YEAR PER SRC ACCOUNT	JNL	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021 13	101									
API A3143314-54332		12/31/2021 W	21MWDE12	002858		190508	MATERIALS & REPAIRS TRAFFIC LT		78.36	
API A3335014-54180		12/31/2021 W	21MWDE12	002858		190509	OTHER SUPPLIES		355.75	
API F3638334-54180		12/31/2021 W	21MWDE12	008944		190510	OTHER SUPPLIES		1,750.90	
API F3638334-54520		12/31/2021 W	21MWDE12	008944		190510	CSS		1,039.10	
API Y3618654-54947-498		12/31/2021 W	21MWDE12	003053		190511	GAS & OIL		1,831.91	
API A3143414-54510		12/31/2021 W	21MWDE12	007574		190512	CSS		75.00	
API A3011474-54290		12/31/2021 W	21MWDE12	000368		190513	SALVATION ARMY PUBLIC SERVICE	Y	2,861.00	
API A3143124-54720		12/31/2021 W	21MWDE12	000368		190514	2021 CDBG		290.00	
API F3638334-54330		12/31/2021 W	21MWDE12	003134		190515	REPAIRS & MAINTENANCE VEHICLE		213.00	
							MEDICAL EXAMS			
							OM_SARSCIVL			
							SERVICE CONTRACTS - PROF SERV			
							OM_SARSPPUB			
							REPAIRS & MAINTENANCE EQUIPMEN			
							3379304			
GENERAL LEDGER TOTAL									8,495.02	.00
API A-2600		12/31/2021 W	21MWDE12	B 3500			ACCOUNTS PAYABLE			3,660.11
API F-2600		12/31/2021 W	21MWDE12	B 3500			ACCOUNTS PAYABLE			3,003.00
API Y-2600		12/31/2021 W	21MWDE12	B 3500			ACCOUNTS PAYABLE			1,831.91
SYSTEM GENERATED ENTRIES TOTAL									.00	8,495.02
JOURNAL 2021/13/101 TOTAL									8,495.02	8,495.02
2021 13	101									
API A-1522		12/31/2021 W	21MWDE12	B 3500			EXPENDITURES		3,660.11	
API F-1522		12/31/2021 W	21MWDE12	B 3500			EXPENDITURES		3,003.00	
API Y-1522		12/31/2021 W	21MWDE12	B 3500			EXPENDITURES		1,831.91	

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CITY OF SARATOGA SPRINGS LIVE
21MWDEC12

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2021	13	101	12/31/2021			
	A-1522					EXPENDITURES	3,660.11	
	A-2600					ACCOUNTS PAYABLE		3,660.11
						FUND TOTAL	3,660.11	3,660.11
F	WATER FUND	2021	13	101	12/31/2021			
	F-1522					EXPENDITURES	3,003.00	
	F-2600					ACCOUNTS PAYABLE		3,003.00
						FUND TOTAL	3,003.00	3,003.00
Y	COMMUNITY DEVELOPMENT FUND	2021	13	101	12/31/2021			
	Y-1522					EXPENDITURES	1,831.91	
	Y-2600					ACCOUNTS PAYABLE		1,831.91
						FUND TOTAL	1,831.91	1,831.91

** END OF REPORT - Generated by Stefanie Richards **

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
220054	001	RICOH USA, INC	12.00	0.00	0.00	12.00	8	IM350F C91219925
220057	001	RICOH USA, INC	12.00	0.00	0.00	12.00	8	MP3055 C91233079 COPIER ROOM

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u101 | 22MMMAR1

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED UNPAID INVOICES TO BE POSTED											
3	00002 CSEA-EBF	190521 MARCH 2022		191948	22MMMAR1	1,703.80		.00	.00		
CASH A	2022/03	INV 03/07/2022	SEP-CHK: Y	DISC: .00		A3739068	58011		1,338.70	1099:	
ACCT 1200	DEPT 1000	DUE 03/09/2022	DESC:DPW 268			A3769068	58011	3000	121.70	1099:	
PO BOX 516	LATHAM NY 12110-0516					F3739068	58011		121.70	1099:	
						G3739068	58011		121.70	1099:	
3	00001 CSEA-EBF	190522 MAR 2022		191949	22MMMAR1	2,555.70		.00	.00		
CASH A	2022/03	INV 03/07/2022	SEP-CHK: Y	DISC: .00		A3011478	58011		24.34	1099:	
ACCT 1200	DEPT 1000	DUE 03/09/2022	DESC:NB365	CITYY HALL & ADMIN		A3719068	58011		438.12	1099:	
PO BOX 516	LATHAM NY 12110-0516					A3729068	58011		267.74	1099:	
						A3739068	58011		271.79	1099:	
						A3749068	58011		778.88	1099:	
						A3759068	58011		194.72	1099:	
						A3769068	58011		121.70	1099:	
						F3739068	58011		350.90	1099:	
						G3739068	58011		107.51	1099:	
6575	00003 DIRECT ENERGY BU	190523 HS22903637		191950	22MMMAR1	1,459.05		.00	.00		
CASH A	2022/03	INV 03/07/2022	SEP-CHK: Y	DISC: .00		E3577164	54650		1,459.05	1099:	
ACCT 1200	DEPT 7000	DUE 03/09/2022	DESC:713390-49245								
P.O. BOX 32179	NEW YORK NY 10087-2179										
7828	00000 GUARDIAN	190524 MARCH 2022		191951	22MMMAR1	11,070.13		.00	.00		
CASH A	2022/03	INV 03/07/2022	SEP-CHK: N	DISC: .00		A3011478	58016		110.69	1099:	
ACCT 1200	DEPT 1000	DUE 03/09/2022	DESC:00 544643			A3719068	58016		686.07	1099:	
PO BOX 824404	PHILADELPHIA PA 19182-4404					A3729068	58016		152.69	1099:	
						A3739068	58016		2,342.10	1099:	
						F3739068	58016		974.05	1099:	
						G3739068	58016		422.96	1099:	
						A3749068	58016		5,839.71	1099:	
						A3759068	58016		209.33	1099:	
						A3769068	58016		248.53	1099:	
						A3769068	58016	3000	84.00	1099:	

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NEW INVOICES

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NEW INVOICES

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NEW INVOICES

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u101 | 22MMMAR1

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
1927	00001 VERIZON	190553 190553		191981	22MMMAR1	197.81		.00	.00		
CASH A	2022/03	INV 03/07/2022	SEP-CHK: N	DISC: .00			A3143414	54670	197.81	1099:	
ACCT 1200	DEPT 4000	DUE 03/09/2022	DESC:651750648000166								
P O BOX 15124	ALBANY NY 12212-5124										
1927	00001 VERIZON	190554 190554		191982	22MMMAR1	231.58		.00	.00		
CASH A	2022/03	INV 03/07/2022	SEP-CHK: N	DISC: .00			A3143414	54670	231.58	1099:	
ACCT 1200	DEPT 4000	DUE 03/09/2022	DESC:DPS								
P O BOX 15124	ALBANY NY 12212-5124										
1927	00001 VERIZON	190555 190555		191983	22MMMAR1	337.74		.00	.00		
CASH A	2022/03	INV 03/07/2022	SEP-CHK: N	DISC: .00			A3143124	54670	337.74	1099:	
ACCT 1200	DEPT 4000	DUE 03/09/2022	DESC:651750563000175								
P O BOX 15124	ALBANY NY 12212-5124										
1927	00001 VERIZON	190556 190556		191984	22MMMAR1	377.79		.00	.00		
CASH A	2022/03	INV 03/07/2022	SEP-CHK: N	DISC: .00			A3143414	54670	377.79	1099:	
ACCT 1200	DEPT 4000	DUE 03/09/2022	DESC:2517473360000130								
P O BOX 15124	ALBANY NY 12212-5124										
1927	00001 VERIZON	190557 190557		191985	22MMMAR1	510.95		.00	.00		
CASH A	2022/03	INV 03/07/2022	SEP-CHK: N	DISC: .00			A3021694	54670	510.95	1099:	
ACCT 1200	DEPT 2000	DUE 03/09/2022	DESC:651750664000132								
P O BOX 15124	ALBANY NY 12212-5124										
1927	00001 VERIZON	190558 190558		191986	22MMMAR1	781.74		.00	.00		
CASH A	2022/03	INV 03/07/2022	SEP-CHK: N	DISC: .00			A3638184	54670	59.06	1099:	
ACCT 1200	DEPT 3000	DUE 03/09/2022	DESC:DPW				A3537214	54670	32.28	1099:	
P O BOX 15124	ALBANY NY 12212-5124						A3031494	54670	33.23	1099:	
							A3537114	54670	31.96	1099:	
							A3031654	54670	98.01	1099:	
							A3031654	54670	32.77	1099:	
							A3567194	54670 3000	88.15	1099:	
							A3567194	54670 3000	33.84	1099:	
							A3567194	54670 3000	31.61	1099:	
							F3638334	54670	79.25	1099:	
							F3638334	54670	139.79	1099:	
							F3638334	54670	63.57	1099:	

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u101 | 22MWMAR1

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CLERK: u101 BATCH: 3503

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2743	00000 WEST AVENUE SAD	190566 190566		191994	22MWMAR1	12,750.76	.00	.00		
CASH A	2022/03	INV 03/07/2022	SEP-CHK: N	DISC: .00		A 2630		12,750.76	1099:	
ACCT 1200	DEPT 2000	DUE 03/09/2022	DESC:2022 1ST QTR							
C/O FINANCE DEPARTMENT	SARATOGA SPRINGS	NY 12866								
7609	00000 WINDSTREAM	190567 74570065		191995	22MWMAR1	531.95	.00	.00		
CASH A	2022/03	INV 03/07/2022	SEP-CHK: N	DISC: .00		A3021694 54670		531.95	1099:	
ACCT 1200	DEPT 2000	DUE 03/09/2022	DESC:4365150							
PO BOX 9001013	LOUISVILLE KY	40290-1013								
319	00001 NATIONAL GRID	190568 190568		191996	22MWMAR1	48,398.55	.00	.00		
CASH A	2022/03	INV 03/07/2022	SEP-CHK: N	DISC: .00		A3031654 54650		1,237.13	1099:	
ACCT 1200	DEPT 3000	DUE 03/09/2022	DESC:DPW			A3567194 54650	3000	1,429.51	1099:	
P.O. BOX 4706	SYRACUSE NY	13221-4706				A3537114 54650		1,529.34	1099:	
						A3031624 54650		1,228.34	1099:	
						G3638124 54650		4.27	1099:	
						A3638194 54650		14.86	1099:	
						A3031654 54650		379.25	1099:	
						F3638324 54650		597.95	1099:	
						A3335184 54750		6,398.42	1099:	
						F3638334 54650		590.52	1099:	
						A3335184 54750		34,854.63	1099:	
						F3638334 54650		134.33	1099:	
45 APPROVED UNPAID INVOICES				TOTAL		4,313,195.58				
45 INVOICE(S)				REPORT POST TOTAL		4,313,195.58				

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2022 03	A	A	-2630 -	DUE TO OTHER FU	48,088.64 BAL .00
	A	A	-2670 -	DUE TO COUNTY	3,317,169.80 BAL .00
	A3011424	A	-30-1-1420-4-54440 -	BOOKS PUBLICATI	92.29 1,315.42
	A3011474	A	-30-1-1431-4-54774 -	LIFE INSURANCE	4.00 43.44
	A3011478	A	-30-1-1431-8-58011 -	VISION INSURANC	24.34 219.06
	A3011478	A	-30-1-1431-8-58016 -	DENTAL PREMIUMS	110.69 171.93
	A3021694	A	-30-2-1681-4-54670 -	PHONES	1,263.50 10,285.79
	A3021694	A	-30-2-1681-4-54740 -	SERVICE CONTRAC	297.96 63,994.68
	A3031444	A	-30-3-1440-4-54670 -	PHONES	225.22 2,010.51
	A3031494	A	-30-3-1490-4-54670 -	PHONES	64.46 2,396.46
	A3031624	A	-30-3-1620-4-54650 -	UTILITIES	1,228.34 58,899.73
	A3031654	A	-30-3-1623-4-54650 -	UTILITIES	1,616.38 17,743.86
	A3031654	A	-30-3-1623-4-54670 -	PHONES	162.01 3,535.60
	A3143124	A	-31-4-3120-4-54650 -	UTILITIES	.07 1,999.93
	A3143124	A	-31-4-3120-4-54670 -	PHONES	2,945.62 45,543.38
	A3143124	A	-31-4-3120-4-54720 -	SERVICE CONTRAC	1,291.57 75,334.61
	A3143124	A	-31-4-3120-4-54740 -	SERVICE CONTRAC	88.80 114,019.63
	A3143314	A	-31-4-3310-4-54650 -	UTILITIES	218.37 1,902.21
	A3143314	A	-31-4-3310-4-54751 -	UTILITIES TRAFF	138.50 24,861.50
	A3143414	A	-31-4-3410-4-54650 -	UTILITIES	999.67 15,180.40
	A3143414	A	-31-4-3410-4-54670 -	PHONES	2,349.02 24,026.23
	A3335014	A	-33-3-5010-4-54670 -	PHONES	600.80 6,898.13
	A3335184	A	-33-3-5182-4-54750 -	STREET LIGHTING	41,253.05 402,240.34
	A3537114	A	-35-3-7110-4-54650 -	UTILITIES	1,529.34 37,939.17
	A3537114	A	-35-3-7110-4-54670 -	PHONES	63.19 829.02
	A3537214	A	-35-3-7200-4-54670 -	PHONES	32.28 328.30
	A3567174	A	-35-6-7171-4-54670 -3000	PHONES	31.23 2,795.51
	A3567194	A	-35-6-7181-4-54650 -3000	UTILITIES	1,429.51 37,332.21
	A3567194	A	-35-6-7181-4-54670 -3000	PHONES	153.60 1,755.86
	A3638184	A	-36-3-8180-4-54670 -	PHONES	59.06 1,031.03
	A3638194	A	-36-3-8185-4-54650 -	UTILITIES	14.86 2,794.36
	A3638194	A	-36-3-8185-4-54670 -	PHONES	16.61 266.78
	A3719044	A	-37-1-9045-4-54774 -	LIFE INSURANCE	76.00 1,011.92
	A3719068	A	-37-1-9060-8-58011 -	VISION INSURANC	438.12 4,965.36
	A3719068	A	-37-1-9060-8-58013 -	HRA ADMINISTRAT	21.90 214.68
	A3719068	A	-37-1-9060-8-58016 -	DENTAL PREMIUMS	686.07 5,782.95
	A3729044	A	-37-2-9045-4-54774 -	LIFE INSURANCE	52.00 739.04
	A3729068	A	-37-2-9060-8-58011 -	VISION INSURANC	267.74 3,480.62
	A3729068	A	-37-2-9060-8-58016 -	DENTAL PREMIUMS	152.69 3,384.63
	A3739044	A	-37-3-9045-4-54774 -	LIFE INSURANCE	303.46 4,020.47
	A3739068	A	-37-3-9060-8-58011 -	VISION INSURANC	1,610.49 18,340.13
	A3739068	A	-37-3-9060-8-58013 -	HRA ADMINISTRAT	109.50 1,073.42
	A3739068	A	-37-3-9060-8-58016 -	DENTAL PREMIUMS	2,342.10 20,591.20
	A3749044	A	-37-4-9045-4-54774 -	LIFE INSURANCE	334.40 5,213.51
	A3749068	A	-37-4-9060-8-58011 -	VISION INSURANC	778.88 10,759.30
	A3749068	A	-37-4-9060-8-58013 -	HRA ADMINISTRAT	876.00 7,771.08
	A3749068	A	-37-4-9060-8-58016 -	DENTAL PREMIUMS	5,839.71 35,430.21
	A3749098	A	-37-4-9090-8-58015 -	FSA ADMINISTRAT	75.00 525.00
	A3759044	A	-37-5-9045-4-54774 -	LIFE INSURANCE	36.00 446.40
	A3759068	A	-37-5-9060-8-58011 -	VISION INSURANC	194.72 2,774.76
	A3759068	A	-37-5-9060-8-58013 -	HRA ADMINISTRAT	14.60 143.12

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET	
	A3759068	A	-37-5-9060-8-58016 -	DENTAL PREMIUMS	209.33	2,332.64
	A3769044	A	-37-6-9045-4-54774 -	LIFE INSURANCE	24.00	268.64
	A3769044	A	-37-6-9045-4-54774 -3000	LIFE INSURANCE	28.00	414.96
	A3769068	A	-37-6-9060-8-58011 -	VISION INSURANC	121.70	1,776.79
	A3769068	A	-37-6-9060-8-58011 -3000	VISION INSURANC	121.70	2,263.62
	A3769068	A	-37-6-9060-8-58016 -	DENTAL PREMIUMS	248.53	2,295.39
	A3769068	A	-37-6-9060-8-58016 -3000	DENTAL PREMIUMS	84.00	630.00
	E3475654	E	-34-7-5650-4-54650 -	UTILITIES	6,495.56	20,920.49
	E3577164	E	-35-7-7160-4-54650 -	UTILITIES	5,364.12	103,326.99
	E3577164	E	-35-7-7160-4-54670 -	PHONES	511.02	8,206.54
	F3638314	F	-36-3-8310-4-54120 -	POSTAGE	2,500.00	10,500.00
	F3638324	F	-36-3-8320-4-54650 -	UTILITIES	597.95	32,031.84
	F3638334	F	-36-3-8330-4-54650 -	UTILITIES	724.85	349,954.92
	F3638334	F	-36-3-8330-4-54670 -	PHONES	372.06	3,127.45
	F3638344	F	-36-3-8340-4-54670 -	PHONES	69.22	461.56
	F3739044	F	-37-3-9045-4-54774 -	LIFE INSURANCE	59.86	790.13
	F3739068	F	-37-3-9060-8-58011 -	VISION INSURANC	472.60	4,764.24
	F3739068	F	-37-3-9060-8-58016 -	DENTAL PREMIUMS	974.05	7,678.37
	G3638114	G	-36-3-8110-4-54120 -	POSTAGE	2,500.00	4,500.00
	G3638124	G	-36-3-8120-4-54650 -	UTILITIES	4.27	44,619.84
	G3638134	G	-36-3-8130-4-54731 -	CURRENT CHARGES	853,235.75	2,846,764.25
	G3739044	G	-37-3-9045-4-54774 -	LIFE INSURANCE	52.68	561.56
	G3739068	G	-37-3-9060-8-58011 -	VISION INSURANC	229.21	2,866.29
	G3739068	G	-37-3-9060-8-58016 -	DENTAL PREMIUMS	422.96	4,560.09
REPORT TOTALS				4,313,195.58		

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YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT							LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3						
2022 3 70										
API A3739068-58011							VISION INSURANCE		1,338.70	
03/09/2022 W 22MMWMAR1 000003				190521			DPW 268			
API A3769068-58011-3000							VISION INSURANCE		121.70	
03/09/2022 W 22MMWMAR1 000003				190521			DPW 268			
API F3739068-58011							VISION INSURANCE		121.70	
03/09/2022 W 22MMWMAR1 000003				190521			DPW 268			
API G3739068-58011							VISION INSURANCE		121.70	
03/09/2022 W 22MMWMAR1 000003				190521			DPW 268			
API A3011478-58011							VISION INSURANCE		24.34	
03/09/2022 W 22MMWMAR1 000003				190522			NB365 CITYY HALL & ADMIN			
API A3719068-58011							VISION INSURANCE		438.12	
03/09/2022 W 22MMWMAR1 000003				190522			NB365 CITYY HALL & ADMIN			
API A3729068-58011							VISION INSURANCE		267.74	
03/09/2022 W 22MMWMAR1 000003				190522			NB365 CITYY HALL & ADMIN			
API A3739068-58011							VISION INSURANCE		271.79	
03/09/2022 W 22MMWMAR1 000003				190522			NB365 CITYY HALL & ADMIN			
API A3749068-58011							VISION INSURANCE		778.88	
03/09/2022 W 22MMWMAR1 000003				190522			NB365 CITYY HALL & ADMIN			
API A3759068-58011							VISION INSURANCE		194.72	
03/09/2022 W 22MMWMAR1 000003				190522			NB365 CITYY HALL & ADMIN			
API A3769068-58011							VISION INSURANCE		121.70	
03/09/2022 W 22MMWMAR1 000003				190522			NB365 CITYY HALL & ADMIN			
API F3739068-58011							VISION INSURANCE		350.90	
03/09/2022 W 22MMWMAR1 000003				190522			NB365 CITYY HALL & ADMIN			
API G3739068-58011							VISION INSURANCE		107.51	
03/09/2022 W 22MMWMAR1 000003				190522			NB365 CITYY HALL & ADMIN			
API E3577164-54650							UTILITIES		1,459.05	
03/09/2022 W 22MMWMAR1 006575				190523			713390-49245			
API A3011478-58016							DENTAL PREMIUMS		110.69	
03/09/2022 W 22MMWMAR1 007828				190524			00 544643			
API A3719068-58016							DENTAL PREMIUMS		686.07	
03/09/2022 W 22MMWMAR1 007828				190524			00 544643			
API A3729068-58016							DENTAL PREMIUMS		152.69	
03/09/2022 W 22MMWMAR1 007828				190524			00 544643			
API A3739068-58016							DENTAL PREMIUMS		2,342.10	
03/09/2022 W 22MMWMAR1 007828				190524			00 544643			
API F3739068-58016							DENTAL PREMIUMS		974.05	
03/09/2022 W 22MMWMAR1 007828				190524			00 544643			
API G3739068-58016							DENTAL PREMIUMS		422.96	
03/09/2022 W 22MMWMAR1 007828				190524			00 544643			
API A3749068-58016							DENTAL PREMIUMS		5,839.71	
03/09/2022 W 22MMWMAR1 007828				190524			00 544643			
API A3759068-58016							DENTAL PREMIUMS		209.33	
03/09/2022 W 22MMWMAR1 007828				190524			00 544643			
API A3769068-58016							DENTAL PREMIUMS		248.53	
03/09/2022 W 22MMWMAR1 007828				190524			00 544643			
API A3769068-58016-3000							DENTAL PREMIUMS		84.00	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3011474-54774	03/09/2022 W	22MWMAR1	007828		190524	00 544643			
							LIFE INSURANCE		4.00	
API	A3719044-54774	03/09/2022 W	22MWMAR1	000200		190525	000040370001			
							LIFE INSURANCE		76.00	
API	A3729044-54774	03/09/2022 W	22MWMAR1	000200		190525	000040370001			
							LIFE INSURANCE		52.00	
API	A3739044-54774	03/09/2022 W	22MWMAR1	000200		190525	000040370001			
							LIFE INSUARANCE		303.46	
API	F3739044-54774	03/09/2022 W	22MWMAR1	000200		190525	000040370001			
							LIFE INSURANCE		59.86	
API	G3739044-54774	03/09/2022 W	22MWMAR1	000200		190525	000040370001			
							LIFE INSURANCE		52.68	
API	A3749044-54774	03/09/2022 W	22MWMAR1	000200		190525	000040370001			
							LIFE INSURANCE		334.40	
API	A3759044-54774	03/09/2022 W	22MWMAR1	000200		190525	000040370001			
							LIFE INSURANCE		36.00	
API	A3769044-54774	03/09/2022 W	22MWMAR1	000200		190525	000040370001			
							LIFE INSURANCE		24.00	
API	A3769044-54774-3000	03/09/2022 W	22MWMAR1	000200		190525	000040370001			
							LIFE INSURANCE		28.00	
API	A3011424-54440	03/09/2022 W	22MWMAR1	006200		190526	BOOKS PUBLICATIONS & SUBSCRITI		92.29	
							42532P5K7			
API	F3638314-54120	03/09/2022 W	22MWMAR1	000330		190527	POSTAGE		2,500.00	
							DPW UTILITY			
API	G3638114-54120	03/09/2022 W	22MWMAR1	000330		190527	POSTAGE		2,500.00	
							DPW UTILITY			
API	A3143314-54751	03/09/2022 W	22MWMAR1	000319		190530	UTILITIES TRAFFIC LIGHTS		134.13	
							DPS			
API	A3143314-54751	03/09/2022 W	22MWMAR1	000319		190530	UTILITIES TRAFFIC LIGHTS		.79	
							DPS			
API	A3143314-54650	03/09/2022 W	22MWMAR1	000319		190530	UTILITIES		218.37	
							DPS			
API	A3143314-54751	03/09/2022 W	22MWMAR1	000319		190530	UTILITIES TRAFFIC LIGHTS		1.04	
							DPS			
API	A3143124-54650	03/09/2022 W	22MWMAR1	000319		190530	UTILITIES		.07	
							DPS			
API	A3143314-54751	03/09/2022 W	22MWMAR1	000319		190530	UTILITIES TRAFFIC LIGHTS		.94	
							DPS			
API	A3143414-54650	03/09/2022 W	22MWMAR1	000319		190530	UTILITIES		999.67	
							DPS			
API	A3143314-54751	03/09/2022 W	22MWMAR1	000319		190530	UTILITIES TRAFFIC LIGHTS		.30	
							DPS			
API	A3143314-54751	03/09/2022 W	22MWMAR1	000319		190530	UTILITIES TRAFFIC LIGHTS		.59	
							DPS			
API	A3143314-54751	03/09/2022 W	22MWMAR1	000319		190530	UTILITIES TRAFFIC LIGHTS		.11	
							DPS			
API	A3143314-54751	03/09/2022 W	22MWMAR1	000319		190530	UTILITIES TRAFFIC LIGHTS		.60	
							DPS			

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	E3577164-54650	03/09/2022 W	22MMWMAR1	000319		190531	UTILITIES 16688-17106		3,481.32	
API	E3577164-54650	03/09/2022 W	22MMWMAR1	000319		190532	UTILITIES 09228-52006		402.93	
API	E3475654-54650	03/09/2022 W	22MMWMAR1	000319		190533	UTILITIES 99621-98017		6,495.56	
API	E3577164-54650	03/09/2022 W	22MMWMAR1	000319		190534	UTILITIES 80426-38002		20.82	
API	A3143124-54740	03/09/2022 W	22MMWMAR1	000223	220054	190535	SERVICE CONTRACTS - EQUIPMENT 323252-1023244A7		30.52	
POL	A3143124-54740	03/09/2022 LIQ/INV	000223	220054		190535	SERVICE CONTRACTS - EQUIPMENT 4 323252-1023244A7 2022			30.52
API	A3143124-54740	03/09/2022 W	22MMWMAR1	000223	220057	190536	SERVICE CONTRACTS - EQUIPMENT 32352-3758017USC2		58.28	
POL	A3143124-54740	03/09/2022 LIQ/INV	000223	220057		190536	SERVICE CONTRACTS - EQUIPMENT 4 32352-3758017USC2 2022			58.28
API	A-2670	03/09/2022 W	22MMWMAR1	000016		190537	DUE TO COUNTY 2020 1ST QTR COUNTY TAX		3,317,169.80	
API	G3638134-54731	03/09/2022 W	22MMWMAR1	000016		190538	CURRENT CHARGES 1ST QTR 2022 SEWER		853,235.75	
API	A3719068-58013	03/09/2022 W	22MMWMAR1	006205		190539	HRA ADMINISTRATIVE FEE 2/23/2022		21.90	
API	A3739068-58013	03/09/2022 W	22MMWMAR1	006205		190539	HRA ADMINISTRATIVE FEE 2/23/2022		109.50	
API	A3749068-58013	03/09/2022 W	22MMWMAR1	006205		190539	HRA ADMINISTRATIVE FEE 2/23/2022		876.00	
API	A3759068-58013	03/09/2022 W	22MMWMAR1	006205		190539	HRA ADMINISTRATIVE FEE 2/23/2022		14.60	
API	A3749098-58015	03/09/2022 W	22MMWMAR1	006205		190539	FSA ADMINISTRATIVE FEE 2/23/2022		75.00	
API	A-2630	03/09/2022 W	22MMWMAR1	000739		190540	DUE TO OTHER FUNDS 2022 1ST QTR SPECIAL ASSESSMEN		35,337.88	
API	A3021694-54740	03/09/2022 W	22MMWMAR1	001699		190541	SERVICE CONTRACTS - EQUIPMENT 202-945477802-001		97.98	
API	A3021694-54740	03/09/2022 W	22MMWMAR1	001699		190542	SERVICE CONTRACTS - EQUIPMENT 202-483159702-001		99.99	
API	A3021694-54740	03/09/2022 W	22MMWMAR1	001699		190543	SERVICE CONTRACTS - EQUIPMENT 202-483159702-001		99.99	
API	E3577164-54670	03/09/2022 W	22MMWMAR1	008695		190544	PHONES 202-487086104-001		239.95	
API	A3143124-54720	03/09/2022 W	22MMWMAR1	007350		190545	SERVICE CONTRACTS - PROF SERV 10965678		1,291.57	
API	A3143414-54670	03/09/2022 W	22MMWMAR1	001927		190546	PHONES 651750654000142		31.70	
API	A3143124-54670	03/09/2022 W	22MMWMAR1	001927		190547	PHONES 651750534000189		36.48	
API	A3143124-54670	03/09/2022 W	22MMWMAR1	001927		190548	PHONES 651750580000117		36.48	
API	A3143124-54670						PHONES		58.93	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
	API	03/09/2022	W 22MWMAR1	001927		190549	251750498000153			
							PHONES		80.88	
	API	03/09/2022	W 22MWMAR1	001927		190550	2517506510000198			
							PHONES		96.14	
	API	03/09/2022	W 22MWMAR1	001927		190551	651750666000189			
							PHONES		190.74	
	API	03/09/2022	W 22MWMAR1	001927		190552	2517473340000181			
							PHONES		197.81	
	API	03/09/2022	W 22MWMAR1	001927		190553	651750648000166			
							PHONES		231.58	
	API	03/09/2022	W 22MWMAR1	001927		190554	DPS			
							PHONES		337.74	
	API	03/09/2022	W 22MWMAR1	001927		190555	651750563000175			
							PHONES		377.79	
	API	03/09/2022	W 22MWMAR1	001927		190556	2517473360000130			
							PHONES		510.95	
	API	03/09/2022	W 22MWMAR1	001927		190557	651750664000132			
							PHONES		59.06	
	API	03/09/2022	W 22MWMAR1	001927		190558	DPW			
							PHONES		32.28	
	API	03/09/2022	W 22MWMAR1	001927		190558	DPW			
							PHONES		33.23	
	API	03/09/2022	W 22MWMAR1	001927		190558	DPW			
							PHONES		31.96	
	API	03/09/2022	W 22MWMAR1	001927		190558	DPW			
							PHONES		98.01	
	API	03/09/2022	W 22MWMAR1	001927		190558	DPW			
							PHONES		32.77	
	API	03/09/2022	W 22MWMAR1	001927		190558	DPW			
							PHONES		88.15	
	API	03/09/2022	W 22MWMAR1	001927		190558	DPW			
							PHONES		33.84	
	API	03/09/2022	W 22MWMAR1	001927		190558	DPW			
							PHONES		31.61	
	API	03/09/2022	W 22MWMAR1	001927		190558	DPW			
							PHONES		79.25	
	API	03/09/2022	W 22MWMAR1	001927		190558	DPW			
							PHONES		139.79	
	API	03/09/2022	W 22MWMAR1	001927		190558	DPW			
							PHONES		63.57	
	API	03/09/2022	W 22MWMAR1	001927		190558	DPW			
							PHONES		58.22	
	API	03/09/2022	W 22MWMAR1	001927		190558	DPW			
							PHONES		600.80	
	API	03/09/2022	W 22MWMAR1	001831		190559	642000522-0001			
							PHONES		31.23	
	API	03/09/2022	W 22MWMAR1	001831		190559	642000522-0001			
							PHONES		31.23	
	API	03/09/2022	W 22MWMAR1	001831		190559	642000522-0001			

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3031654-54670						PHONES		31.23	
	03/09/2022 W	22MWMAR1	001831			190559	642000522-0001			
API	A3567174-54670-3000						PHONES		31.23	
	03/09/2022 W	22MWMAR1	001831			190559	642000522-0001			
API	A3638194-54670						PHONES		16.61	
	03/09/2022 W	22MWMAR1	001831			190559	642000522-0001			
API	A3537114-54670						PHONES		31.23	
	03/09/2022 W	22MWMAR1	001831			190559	642000522-0001			
API	F3638344-54670						PHONES		31.23	
	03/09/2022 W	22MWMAR1	001831			190559	642000522-0001			
API	F3638344-54670						PHONES		37.99	
	03/09/2022 W	22MWMAR1	001831			190559	642000522-0001			
API	A3031444-54670						PHONES		225.22	
	03/09/2022 W	22MWMAR1	001831			190559	642000522-0001			
API	A3143414-54670						PHONES		1,142.38	
	03/09/2022 W	22MWMAR1	001831			190560	486851008-00001			
API	A3143124-54670						PHONES		1,480.63	
	03/09/2022 W	22MWMAR1	001831			190561	642241256-00001			
API	A3021694-54670						PHONES		220.60	
	03/09/2022 W	22MWMAR1	001831			190562	442028324-00002			
API	E3577164-54670						PHONES		271.07	
	03/09/2022 W	22MWMAR1	001831			190563	480169107-00001			
API	A3143124-54670						PHONES		995.36	
	03/09/2022 W	22MWMAR1	001831			190565	842249443-00001			
API	A-2630						DUE TO OTHER FUNDS		12,750.76	
	03/09/2022 W	22MWMAR1	002743			190566	2022 1ST QTR			
API	A3021694-54670						PHONES		531.95	
	03/09/2022 W	22MWMAR1	007609			190567	4365150			
API	A3031654-54650						UTILITIES		1,237.13	
	03/09/2022 W	22MWMAR1	000319			190568	DPW			
API	A3567194-54650-3000						UTILITIES		1,429.51	
	03/09/2022 W	22MWMAR1	000319			190568	DPW			
API	A3537114-54650						UTILITIES		1,529.34	
	03/09/2022 W	22MWMAR1	000319			190568	DPW			
API	A3031624-54650						UTILITIES		1,228.34	
	03/09/2022 W	22MWMAR1	000319			190568	DPW			
API	G3638124-54650						UTILITIES		4.27	
	03/09/2022 W	22MWMAR1	000319			190568	DPW			
API	A3638194-54650						UTILITIES		14.86	
	03/09/2022 W	22MWMAR1	000319			190568	DPW			
API	A3031654-54650						UTILITIES		379.25	
	03/09/2022 W	22MWMAR1	000319			190568	DPW			
API	F3638324-54650						UTILITIES		597.95	
	03/09/2022 W	22MWMAR1	000319			190568	DPW			
API	A3335184-54750						STREET LIGHTING		6,398.42	
	03/09/2022 W	22MWMAR1	000319			190568	DPW			
API	F3638334-54650						UTILITIES		590.52	
	03/09/2022 W	22MWMAR1	000319			190568	DPW			
API	A3335184-54750						STREET LIGHTING		34,854.63	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API F3638334-54650		03/09/2022	W 22MWMAR1	000319		190568	DPW			
		03/09/2022	W 22MWMAR1	000319		190568	UTILITIES		134.33	
							DPW			
GENERAL LEDGER TOTAL									4,313,195.58	.00
API A-2600							ACCOUNTS PAYABLE			3,438,609.42
API E-2600		03/09/2022	W 22MWMAR1	B 3503			ACCOUNTS PAYABLE			12,370.70
API F-2600		03/09/2022	W 22MWMAR1	B 3503			ACCOUNTS PAYABLE			5,770.59
API G-2600		03/09/2022	W 22MWMAR1	B 3503			ACCOUNTS PAYABLE			856,444.87
POL A-1521		03/09/2022	W 22MWMAR1	B 3503			ENCUMBRANCES			88.80
POL A-2963		03/09/2022	W 22MWMAR1	B 3503			BUDGETARY FUND BALANCE RES ENC		88.80	
SYSTEM GENERATED ENTRIES TOTAL									88.80	4,313,284.38
JOURNAL 2022/03/70 TOTAL									4,313,284.38	4,313,284.38
2022 3 70							EXPENDITURES		73,350.98	
API A-1522		03/09/2022	W 22MWMAR1	B 3503			EXPENDITURES		12,370.70	
API E-1522		03/09/2022	W 22MWMAR1	B 3503			EXPENDITURES		5,770.59	
API F-1522		03/09/2022	W 22MWMAR1	B 3503			EXPENDITURES		856,444.87	
API G-1522		03/09/2022	W 22MWMAR1	B 3503			EXPENDITURES			

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2022	3	70	03/09/2022			
	A-1521					ENCUMBRANCES		88.80
	A-1522					EXPENDITURES	73,350.98	
	A-2600					ACCOUNTS PAYABLE		3,438,609.42
	A-2630					DUE TO OTHER FUNDS	48,088.64	
	A-2670					DUE TO COUNTY	3,317,169.80	
	A-2963					BUDGETARY FUND BALANCE RES ENC	88.80	
						FUND TOTAL	3,438,698.22	3,438,698.22
E	CITY CENTER AUTHORITY	2022	3	70	03/09/2022			
	E-1522					EXPENDITURES	12,370.70	
	E-2600					ACCOUNTS PAYABLE		12,370.70
						FUND TOTAL	12,370.70	12,370.70
F	WATER FUND	2022	3	70	03/09/2022			
	F-1522					EXPENDITURES	5,770.59	
	F-2600					ACCOUNTS PAYABLE		5,770.59
						FUND TOTAL	5,770.59	5,770.59
G	SEWER FUND	2022	3	70	03/09/2022			
	G-1522					EXPENDITURES	856,444.87	
	G-2600					ACCOUNTS PAYABLE		856,444.87
						FUND TOTAL	856,444.87	856,444.87

** END OF REPORT - Generated by Stefanie Richards **

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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CLERK: u101 BATCH: 3505

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	171001	001 THE TOWNE LAW FIRM,	1.00	0.00	0.00	1.00	9	ARTICL 7 CCA 12/29/16
	171586	001 CLARK PATTERSON LEE	1.00	0.00	1.00	0.00	0	DESIGN SERVICES PER RFP 2017-05 CCA
	200001	001 THE TOWNE LAW FIRM,	1.00	0.00	0.00	1.00	9	ARTICLE SEVEN LEGAL SERVICES CCA 12
	200330	001 PILLAE DESIGN STUDIO	1.00	0.00	0.00	1.00	9	SKATE PARK DESIGN THRU 12/31/2021 N
	210017	001 FITZGERALD MORRIS BA	1.00	0.00	0.00	1.00	8	ARTICLE 7 NOT TO EXCEED CCA 12/15/
	210018	001 THE TOWNE LAW FIRM,	1.00	0.00	0.00	1.00	8	ARTICLE 7 NOT TO EXCEED CCA 12/15/
	210073	001 CHA CONSULTING, INC.	1.00	0.00	0.00	1.00	8	ARCHITECTURAL DESIGN FIRE STATION 3
	210177	001 CFI CONTRACTING, INC	1.00	0.00	0.00	1.00	8	SANITARY WASTEWATER PUMP STATION UPG
	210180	001 SCHINDLER ELEVATOR C	1.00	0.00	0.00	1.00	8	ELEVATOR UPGRADE PER SOURCEWELL RF
	210188	001 BOUND TREE MEDICAL L	1.00	0.00	0.00	1.00	8	EMERGENCY MEDICAL SUPPLIES PER IFB
	210190	001 LIFE-ASSIST, INC.	1.00	0.00	0.00	1.00	8	EMERGENCY MEDICAL SUPPLIES PER IFB
	210249	001 TVC ALBANY, INC.	12.00	0.00	0.00	12.00	8	MONTHLT FIBVER SERVICE PER CCA 8/3/
	210267	001 LABELLA ASSOCIATES P	1.00	0.00	1.00	0.00	0	TASK ORDER #1 PB#20210757 MYRTLE ST
	210342	001 GALLS, LLC	1.00	0.00	0.00	1.00	8	PER QUOTE 19255794 S. KRAPPMAN
	210355	001 GALLS, LLC	1.00	0.00	0.00	1.00	8	UNIFORMS AND EQUIPMENT PER QUOTE 194
	210357	001 METRO FORD SALES	2.00	0.00	0.00	2.00	8	2022 POLICE SUV INTERCEPTOR PER NYS
	210458	001 BARRIER FREE ELEVATO	1.00	0.00	0.00	1.00	8	2021-2022 MAINTENANCE AGREEMENT FOR
	210460	001 GALLS, LLC	1.00	0.00	0.00	1.00	8	PER QUOTE 19580326 NICK LAMKINS
	210492	001 KRUEGER INTERNATIONAL	1.00	0.00	1.00	0.00	0	MATRIX GANGER GLIDE-M ITEM #06.0429.
	210494	001 GALLS INC	9.00	0.00	0.00	9.00	8	INITIAL ISSUE NEW RECRUITS
		001 GALLS INC	9.00	0.00	0.00	9.00		INITIAL ISSUE NEW RECRUITS
		001 GALLS INC	9.00	0.00	0.00	9.00		INITIAL ISSUE NEW RECRUITS
		001 GALLS INC	9.00	0.00	0.00	9.00		INITIAL ISSUE NEW RECRUITS
	210499	001 WITMER ASSOCIATES IN	1.00	0.00	1.00	0.00	0	HELMET FRONTS PER QUOTE 753822
	210545	001 TAPCO	1.00	0.00	1.00	0.00	0	100537 LED MODULE 4 @ \$156.70 = \$626
	210562	001 ADVANCED SECURITY TE	1.00	0.00	1.00	0.00	0	PORTBALE BARRIER SYSTEM PER IFB 2021
	210571	001 CLARK PATTERSON LEE	1.00	0.00	1.00	0.00	0	INTAKE VALVE REPLACEMENT DESIGN ADDE

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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CLERK: u101 BATCH: 3505

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
210575	001	A J SIGNS INC	1.00	0.00	1.00	0.00	0	REFURBISH EXTERIOR SIGN REC CENTER
210576	001	BSN SPORTS	1.00	0.00	1.00	0.00	0	PER QUOTE DATED 12/15/2021 CUSTOMER
210577	001	MUNICIPAL EMERGENCY	1.00	0.00	0.00	1.00	8	TURNOUT COAT AND PANTS SCBA MASKS P
	001	MUNICIPAL EMERGENCY	1.00	0.00	0.00	1.00		TURNOUT COAT AND PANTS SCBA MASKS P
220004	001	3 RINGS PTS, LLC	1.00	0.00	0.00	1.00	8	2022 CITY CENTER SECUIRTY FOR GARAGE
	001	3 RINGS PTS, LLC	1.00	0.00	0.00	1.00		2022 CITY CENTER SECURITY FOR GARAGE
	001	3 RINGS PTS, LLC	1.00	0.00	0.00	1.00		2022 CITY CENTER SECURITY FOR GARAGE
	001	3 RINGS PTS, LLC	1.00	0.00	0.00	1.00		2022 CITY CENTER SECUIRTY FOR GARAGE
220010	001	ABSOLUTE PEST CONTRO	1.00	0.00	0.00	1.00	8	PEST MANAGEMENT SERVICES RFP 2021-13
	001	ABSOLUTE PEST CONTRO	1.00	0.00	0.00	1.00		PEST MANAGEMENT SERVICES RFP 2021-13
	001	ABSOLUTE PEST CONTRO	1.00	0.00	0.00	1.00		PEST MANAGEMENT SERVICES RFP 2021-13
	001	ABSOLUTE PEST CONTRO	1.00	0.00	0.00	1.00		PEST MANAGEMENT SERVICES RFP 2021-13
220018	001	H L GAGE SALES INC	1.00	0.00	0.00	1.00	8	PARTS AND SERVICE FOR INTERNATIONAL
220022	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00	8	UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
	001	UNIFIRST CORPORATION	1.00	0.00	0.00	1.00		UNIFORMS, MATS, MOPS AND TOWELS AS P
220023	001	WEHRAN LFG SERVICES,	1.00	0.00	0.00	1.00	8	LANDFILL GAS OM&M RFP 2021-28 CCA
220024	001	GALLS, LLC	1.00	0.00	1.00	0.00	0	DRESS JACKET
220028	001	GALLS INC	1.00	0.00	0.00	1.00	8	PER QUOTE 0010933730 LT. F. WARFIEL
220030	001	NAPA AUTO PARTS	1.00	0.00	0.00	1.00	8	AUTO PARTS PER 20-PWAP-15R1 CCA 10
	001	NAPA AUTO PARTS	1.00	0.00	0.00	1.00		AUTO PARTS PER 20-PWAP-15R1 CCA 10
	001	NAPA AUTO PARTS	1.00	0.00	0.00	1.00		AUTO PARTS PER 20-PWAP-15R1 CCA 10
220037	001	MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00	8	ALARM INSPECTIONS CCA 12/07/2021
	001	MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00		ALARM INSPECTIONS CCA 12/07/2021

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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CLERK: u101 BATCH: 3505

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	001	MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00		ALARM INSPECTIONS CCA 12/07/2021
	001	MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00		ALARM INSPECTIONS CCA 12/07/2021
	001	MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00		ALARM INSPECTIONS CCA 12/07/2021
	001	MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00		ALARM INSPECTIONS CCA 12/07/2021
	001	MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00		ALARM INSPECTIONS CCA 12/07/2021
	001	MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00		ALARM INSPECTIONS CCA 12/07/2021
220040	001	WALSH & WALSH LLP	1.00	0.00	0.00	1.00	8	BOND COUNSEL SERVICES PER RFP 2020-
220050	001	ABSOLUTE PEST CONTRO	1.00	0.00	0.00	1.00	8	EMERGENCY PEST MANAGEMENT RFP 2021-
220073	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00	8	PORTABLE TOILETS AS QUOTED 11/22/21
220081	001	CROWN CASTLE FIBER L	12.00	0.00	0.00	12.00	8	MOTNHLY FIBER SERVICE
220083	001	ANP TRANSCRIPTIONS	1.00	0.00	0.00	1.00	8	TRANSCRIPTION SERVICES FOR CITY COUN
220088	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	G. DUMORTIER PANTS POLICY NOT TO EXC
220090	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	A. GARY PANTS POLICY NOT TO EXCEED
220094	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	G. DUMORTIER BOOTS OR COAT POLICY N
220096	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	A. GARY BOOTS OR COAT POLICY NOT TO
220106	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	J. DELANEY PANTS POLICY NOT TO EXCEE
220112	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	J. CARPENTER BOOTS OR COAT POLICY NO
220125	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	J. CARPENTER PANTS POLCIY NOT TO EXC
220132	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	M. BENSON BOOTS OR COAT POLICY NOT T
220134	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	R. GREEN PANTS POLICY NOT TO EXCEED
220138	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	M. BUTTERFIELD PANTS POLICY NOT TO E
220141	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	D. DEGEN BOOTS OR COAT POLICY NOT TO
220142	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	M. BENSON PANTS POLICY NOT TO EXCEED
220147	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	D. DEGEN PANTS POLICY NOT TO EXCEED
220148	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	T. BROWN PANTS POLICY NOT TO EXCEED
220152	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	T. BROWN BOOTS OR COAT POLICY NOT TO
220153	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	C. STARING PANTS POLICY NOT TO EXCEE
220163	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	J. HILLIKER BOOTS OR COAT POLICY NOT

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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CLERK: u101 BATCH: 3505

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	220165	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	R. HARRINGTON BOOTS OR COAT POLICY N
	220175	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	J. HILLIKER PANTS POLICY NOT EXCEED
	220182	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	R. SMITH BOOTS OR COAT POLICY NOT TO
	220184	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	R. WHELOCK BOOTS OR COAT POLICY NO
	220186	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	D. IRELAND PANTS POLICY NOT TO EXCEE
	220188	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	D. ROCCHIO PANTS POLICY NOT TO EXCEE
	220189	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	D. IRELAND BOOTS OR COAT POLICY NOT
	220190	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	S. LASHOMB BOOTS OR COAT POLICY NOT
	220206	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	D. ROCCHIO BOOTS OR COAT POLICY NOT
	220212	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	D. MCLELLAN PANTS POLICY NOT TO EXCE
	220217	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	K. OLDER PANTS POLICY NOT TO EXCEED
	220220	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	S. RYALL PANTS POLICY NOT TO EXCEED
	220222	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	R. GREEN BOOTS OR COAT POLICY NOT TO
	220223	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	K. OLDER BOOTS OR COAT POLICY OT TO
	220231	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	D/ MCLELLAN BOOTS OR COAT POLICY NOT
	220232	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	R. SMITH PANTS POLICY NOT TO EXCEED
	220234	001 SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	R. WHELOCK PANTS POLICY NOT TO EXCE
	220238	001 GALLS, LLC	1.00	0.00	0.00	1.00	8	PER QUOTE 19934019
	220240	001 LABELLA ASSOCIATES P	1.00	0.00	0.00	1.00	8	TASK ORDER #2 PB#20210757 NOT TO EX
	220250	001 ABSOLUTE PEST CONTRO	1.00	0.00	0.00	1.00	8	PEST CONTROL PD & FD PER RFP 2021-1
	220259	001 SOUTHWORTH-MILTON IN	1.00	0.00	0.00	1.00	0	HYDRAULIC CYLINDER AS QUOTES 02/08/2
	220275	001 FIREMATIC SUPPLY CO.	1.00	0.00	0.00	1.00	8	FIRE APPARATUS MAINTENANCE & SERVICE
	220283	001 AMCHAR WHOLESALE INC	4.00	0.00	4.00	0.00	0	SIMUNITION 9MM AMO
	220284	001 MUNICIPAL EMERGENCY	1.00	0.00	0.00	1.00	8	HV3000 HT W/KEVLAR LINING & 4-STRAP
	220292	001 CAROUSEL INDUSTRIES	1.00	0.00	0.00	1.00	8	MAINTENANCE AGREEMENT THRU 08/31/202

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED UNPAID INVOICES TO BE POSTED											
5846	00000 THE TOWNE LAW FI	190811 4406	171001	190811	22MAR2	297.50		.00	3,752.39		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3051354	54720		297.50	1099:7
ACCT 1200	DEPT 5000	DUE 03/15/2022	DESC:18-127-1LI								
P.O. BOX 15072 500 NEW KARNER RD. 2ND FLR. ALBANY NY 12205											
8027	00000 3 RINGS PTS, LLC	190571 00652	220004	191999	22MAR2	4,200.00		.00	154,725.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: Y	DISC: .00			E3475654	54720		4,200.00	1099:7
ACCT 1200	DEPT 7000	DUE 03/15/2022	DESC:02/26/2022								
97 FT JOHNSON AVE FORT JONSON NY 12070											
8027	00000 3 RINGS PTS, LLC	190573 00656	220004	192001	22MAR2	4,200.00		.00	154,725.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: Y	DISC: .00			E3475654	54720		4,200.00	1099:7
ACCT 1200	DEPT 7000	DUE 03/15/2022	DESC:03/05/2022								
97 FT JOHNSON AVE FORT JONSON NY 12070											
8027	00000 3 RINGS PTS, LLC	190574 00658	220004	192002	22MAR2	675.00		.00	154,725.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: Y	DISC: .00			E3577164	54720		675.00	1099:7
ACCT 1200	DEPT 7000	DUE 03/15/2022	DESC:03/05/2022								
97 FT JOHNSON AVE FORT JONSON NY 12070											
8027	00000 3 RINGS PTS, LLC	190575 00653	220004	192003	22MAR2	900.00		.00	154,725.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: Y	DISC: .00			E3577164	54720		900.00	1099:7
ACCT 1200	DEPT 7000	DUE 03/15/2022	DESC:02/26/2022								
97 FT JOHNSON AVE FORT JONSON NY 12070											
7969	00000 ABSOLUTE PEST CO	190576 591768	220010	192004	22MAR2	40.50		.00	2,445.50		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: Y	DISC: .00			A3031654	54610		40.50	1099:7
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:119331								
12 WADE ROAD LATHAM NY 12110											
7969	00000 ABSOLUTE PEST CO	190578 590404	220010	192009	22MAR2	54.00		.00	2,445.50		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: Y	DISC: .00			A3537114	54720		54.00	1099:7
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:119331								
12 WADE ROAD LATHAM NY 12110											

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NEW INVOICES

VENDOR	REMIT NAME		DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7969	00000 ABSOLUTE PEST CO	190579 592231	220010 192010	22MAR2		54.00		.00		2,445.50		
CASH A	2022/03 INV 03/10/2022	SEP-CHK: Y	DISC: .00		A3567174	54720	3000		54.00	1099:7		
ACCT 1200	DEPT 3000 DUE 03/15/2022	DESC:119331										
12 WADE ROAD	LATHAM NY 12110											
7969	00000 ABSOLUTE PEST CO	190580 592250	220050 192011	22MAR2		54.00		.00		946.00		
CASH A	2022/03 INV 03/10/2022	SEP-CHK: Y	DISC: .00		A3537114	54720			54.00	1099:7		
ACCT 1200	DEPT 3000 DUE 03/15/2022	DESC:119331										
12 WADE ROAD	LATHAM NY 12110											
7969	00000 ABSOLUTE PEST CO	190581 592218	220010 192012	22MAR2		63.00		.00		2,445.50		
CASH A	2022/03 INV 03/10/2022	SEP-CHK: Y	DISC: .00		A3567194	54720	3000		63.00	1099:7		
ACCT 1200	DEPT 3000 DUE 03/15/2022	DESC:119331										
12 WADE ROAD	LATHAM NY 12110											
7969	00000 ABSOLUTE PEST CO	190585 592254,591771	220250 192016	22MAR2		171.90		.00		1,890.90		
CASH A	2022/03 INV 03/10/2022	SEP-CHK: Y	DISC: .00		A3143124	54720			110.70	1099:7		
ACCT 1200	DEPT 4000 DUE 03/15/2022	DESC:591824			A3143414	54720			61.20	1099:7		
12 WADE ROAD	LATHAM NY 12110											
7534	00001 ADIRONDACK CABLI	190586 53471	192017	22MAR2		936.59		.00		.00		
CASH A	2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00		A3051414	54110			936.59	1099:7		
ACCT 1200	DEPT 5000 DUE 03/15/2022	DESC:CITY SARA										
10 PETRA LANE	ALBANY NY 12205											
5045	00000 ADIRONDACK SIGN	190587 26817	192018	22MAR2		270.00		.00		.00		
CASH A	2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00		A3143414	54610			270.00	1099:		
ACCT 1200	DEPT 4000 DUE 03/15/2022	DESC:03/07/2022										
72 BALLSTON AVENUE	SARATOGA SPRINGS NY 12866											
2785	00001 ADIRONDACK TIRE	190588 0788948	192019	22MAR2		272.02		.00		.00		
CASH A	2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00		A3143414	54510			272.02	1099:		
ACCT 1200	DEPT 4000 DUE 03/15/2022	DESC:S8575										
PO BOX 13326	ALBANY NY 12212											

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
50	00001 A T & T	190611 1175765240		192045	22MAR2	23.05	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3021694	54670		3.84	1099:
ACCT 1200	DEPT 2000	DUE 03/15/2022	DESC:1000-810-2104			A3031444	54670		3.85	1099:
P.O. BOX 5094	CAROL STREAM IL 60197-5094					A3143414	54670		3.84	1099:
						A3567144	54671		3.84	1099:
						A3031654	54670		3.84	1099:
						A3021694	54670		3.84	1099:
2188	00000 B & B PLUMBING &	190612 23150		192046	22MAR2	3,251.88	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: Y	DISC: .00		E3577164	54610		3,251.88	1099:7
ACCT 1200	DEPT 7000	DUE 03/15/2022	DESC:02/22/2022							
25 STATION LANE, UNIT A	SARATOGA SPRINGS NY 12866									
8748	00000 BARRIER FREE ELE	190613 22246	210458	192047	22MAR2	2,205.00	.00	4,410.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: Y	DISC: .00		E3475654	54720		2,205.00	1099:
ACCT 1200	DEPT 7000	DUE 03/15/2022	DESC:03/01/2022							
10-B HOLDEN AVENUE	QUEENSBURY NY 12804									
4542	00001 BOUND TREE MEDIC	190615 84423107	210188	192049	22MAR2	179.66	.00	1,675.69		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3143424	54180		179.66	1099:
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:IFB 2021-04							
23537 NETWORK PLACE	CHICAGO IL 60673-1235									
764	00001 BSN SPORTS	190616 916158901		192050	22MAR2	3,222.84	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3567344	54170		3,222.84	1099:
ACCT 1200	DEPT 6000	DUE 03/15/2022	DESC:1015209							
P O BOX 841393	DALLAS TX 75284-1393									
764	00001 BSN SPORTS	190618 916123860		192052	22MAR2	190.00	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3567174	546823		190.00	1099:
ACCT 1200	DEPT 6000	DUE 03/15/2022	DESC:1015209							
P O BOX 841393	DALLAS TX 75284-1393									
8323	00000 BURNS MANAGEMENT	190619 190619		192053	22MAR2	603.50	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3113624	54725		603.50	1099:
ACCT 1200	DEPT 1000	DUE 03/15/2022	DESC:ESCROW REFUND							

VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
1732 WESTERN AVENUE ALBANY NY 12203												
6768	00000	KRISTOFER CAMARR	190620 190620		192054	22MAR2	130.00		.00	.00		
CASH A		2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3143124	54160		130.00	1099:
ACCT 1200		DEPT 4000	DUE 03/15/2022	DESC:CLOTHING REIMB								
1167 EASTERN AVENUE CHARLTON NY 12019												
139	00001	CAPITOL DISTRICT	190621 S2124010.001		192055	22MAR2	32.15		.00	.00		
CASH A		2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3537114	54530		32.15	1099:
ACCT 1200		DEPT 3000	DUE 03/15/2022	DESC:3691								
252 WASHINGTON STREET SARATOGA SPRINGS NY 12866												
139	00001	CAPITOL DISTRICT	190622 S2124261.001		192056	22MAR2	182.05		.00	.00		
CASH A		2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3335654	54180		182.05	1099:
ACCT 1200		DEPT 3000	DUE 03/15/2022	DESC:3691								
252 WASHINGTON STREET SARATOGA SPRINGS NY 12866												
5555	00001	CAROUSEL INDUSTR	190624 0302221849M	220292	192058	22MAR2	9,802.91		.00	4,213.52		
CASH A		2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3021694	54730		9,802.91	1099:
ACCT 1200		DEPT 2000	DUE 03/15/2022	DESC:55229								
ATTN: ACCOUNTS RECEIVABLE 659 SOUTH COUNTY TRAIL EXETER RI 02822												
2948	00001	CDW GOVERNMENT I	190625 J154542		192059	22MAR2	476.00		.00	.00		
CASH A		2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3051414	54110		476.00	1099:
ACCT 1200		DEPT 5000	DUE 03/15/2022	DESC:6731216								
75 REMITTANCE DRIVE STE.1515 CHICAGO IL 60675-1515												
8865	00000	CFI CONTRACTING,	190626 3	210177	192060	22MAR2	173,868.93		.00	729,478.63		
CASH A		2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			H3638122	52000 1183		173,868.93	1099:
ACCT 1200		DEPT 3000	DUE 03/15/2022	DESC:02/09/2022								
286 SACANDAGA ROAD JOHNSTOWN NY 12095												
8300	00000	CHA CONSULTING,	190627 66193-07	210073	192061	22MAR2	60,312.00		.00	77,549.92		
CASH A		2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			H3146952	52000 1217		60,312.00	1099:7
ACCT 1200		DEPT 4000	DUE 03/15/2022	DESC: 66193.000								
111 WINNERS CIRCLE ALBANY NY 12205												

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
9088	00000 CIGNA HELATHCARE	190629 19-89305		192063	22MAR2	104.04	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A044 41640	104.04	1099:	
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:JOHN LAVADA							
7207	00001 CLARK PATTERSON	190630 5	171586	192064	22MAR2	38,475.00	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			H3638332 52000 1249	38,475.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:RFP 2017-05							
	30 CENTURY HILL DR., SUITE 104	LATHAM NY 12110								
7207	00000 CLARK PATTERSON	190631 5A	210571	192065	22MAR2	91,000.00	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			H3638332 52000 1249	91,000.00	1099:7	
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:ADDENDUM ONE							
	205 ST. PAUL ST., STE. 500	ROCHESTER NY 14604								
7207	00001 CLARK PATTERSON	190633 220268		192067	22MAR2	132,152.79	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			H3638332 52000 1261	132,152.79	1099:7	
ACCT 1200	DEPT 5000	DUE 03/15/2022	DESC:							
	30 CENTURY HILL DR., SUITE 104	LATHAM NY 12110								
9071	00000 ANP TRANSCRIPTIO	190634 8101982798	220083	192068	22MAR2	39.06	.00	9,876.31		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3051414 54720	39.06	1099:	
ACCT 1200	DEPT 5000	DUE 03/15/2022	DESC:42361							
	405 WEST 7TH ST. #507	CHARLOTTE NC 28202								
764	00001 BSN SPORTS	190635 916085087	210576	192069	22MAR2	39.39	.03	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3567142 52200	39.39	1099:	
ACCT 1200	DEPT 6000	DUE 03/15/2022	DESC:EQUIPMENT							
	P O BOX 841393	DALLAS TX 75284-1393								
6641	00000 WADE COLLINS	190636 190636		192070	22MAR2	276.36	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3143124 54160	276.36	1099:	
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:CLOTHING REIMB							
	28 EVERGREEN DRIVE	GANSEVOORT NY 12831								

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
5853	00000 CONFIDATA	190637 81938		192071	22MAR2	50.00		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3051414	54490		50.00	1099:	
ACCT 1200	DEPT 5000	DUE 03/15/2022	DESC:CITYSRATO								
N GENESEE & LEE STREET P.O. BOX 353 UTICA NY 13503-0353											
5853	00000 CONFIDATA	190638 81937		192072	22MAR2	50.00		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3021314	54720		50.00	1099:	
ACCT 1200	DEPT 2000	DUE 03/15/2022	DESC:SARAFINANC								
N GENESEE & LEE STREET P.O. BOX 353 UTICA NY 13503-0353											
5853	00000 CONFIDATA	190639 81936		192073	22MAR2	50.00		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3143124	54720		50.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:9082								
N GENESEE & LEE STREET P.O. BOX 353 UTICA NY 13503-0353											
9082	00000 STACY CONNORS	190640 2/14/2022		192074	22MAR2	57.01		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3051414	54250		57.01	1099:	
ACCT 1200	DEPT 5000	DUE 03/15/2022	DESC:NYCOMREIMB								
233 LAKE AVENUE SARATOGA SPRINGS NY 12866											
9082	00000 STACY CONNORS	190641 2/14/22		192075	22MAR2	238.22		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3051414	54250		238.22	1099:	
ACCT 1200	DEPT 5000	DUE 03/15/2022	DESC:NYCOM REIMB								
233 LAKE AVENUE SARATOGA SPRINGS NY 12866											
4852	00000 CORNELLS USED AU	190642 307246		192076	22MAR2	1,150.01		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3335014	54510		1,150.01	1099:	
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:296658								
62 SOUTH GREENFIELD ROAD GREENFIELD CENTER NY 12833											
4618	00000 JEFFREY CORNICK	190643 190643		192077	22MAR2	29.72		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3021694	54220		29.72	1099:	
ACCT 1200	DEPT 2000	DUE 03/15/2022	DESC:MILEAGE								
17 CAMBER COURT MECHANICVILLE NY 12118											

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1155	00001 COUNTY WASTE & R	190644 190644		192078	22MAR2	537.00	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3143414	54720	537.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:6910-18297756-001							
P O BOX 535233	PITTSBURGH PA	15253-5233								
8873	00000 CROWN CASTLE FIB	190645 1062128	220081	192079	22MAR2	5,804.06	.00	52,236.54		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3021694	54740	5,804.06	1099:	
ACCT 1200	DEPT 2000	DUE 03/15/2022	DESC:B11184							
PO BOX 32102	NEW YORK NY	10087-2102								
3203	00001 CRYSTAL ROCK LLC	190646 17818429	030122	192080	22MAR2	74.90	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: Y	DISC: .00		E3577164	54792	74.90	1099:	
ACCT 1200	DEPT 7000	DUE 03/15/2022	DESC:776672317818429							
PO BOX 660579	DALLAS TX	75266-0579								
2858	00001 DIG SAFELY NEW Y	190647 22020063		192081	22MAR2	51.81	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3143314	54332	51.81	1099:	
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:02/28/2022							
6706 COLLAMER RD.	EAST SYRACUSE NY	13057								
7515	00000 ADAM DINGMON	190648 190648		192082	22MAR2	470.00	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3143124	54570	470.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:REIMBURSEMENT							
133 MINER ROAD	PORTER CORNERS NY	12859								
172	00001 ELECTRONIC OFFIC	190649 46724		192083	22MAR2	224.40	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3567144	54740	224.40	1099:	
ACCT 1200	DEPT 6000	DUE 03/15/2022	DESC:SSCI15							
P O BOX 4606	SARATOGA SPRINGS NY	12866								
8753	00000 EPLUS TECHNOLOGY	190650 V2540497		192084	22MAR2	27,015.50	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3021694	54720	11,065.95	1099:	
ACCT 1200	DEPT 2000	DUE 03/15/2022	DESC:V2557029			A3021694	54740	15,949.55	1099:	
PO BOX 404398	ATLANTA GA	30384-4398								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
270	00000 MAHONEY NOTIFY P	190709 0309212-IN	220037	192145	22MAR2	28.50	.00	13,721.50		
CASH A	2022/03 INV	03/10/2022	SEP-CHK: N	DISC: .00					28.50	1099:7
ACCT 1200	DEPT 3000 DUE	03/15/2022	DESC:0019185							
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								
270	00000 MAHONEY NOTIFY P	190710 0309203-IN	220037	192146	22MAR2	38.50	.00	13,721.50		
CASH A	2022/03 INV	03/10/2022	SEP-CHK: N	DISC: .00					38.50	1099:7
ACCT 1200	DEPT 3000 DUE	03/15/2022	DESC:0019119							
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								
270	00000 MAHONEY NOTIFY P	190711 0309205-IN	220037	192147	22MAR2	38.50	.00	13,721.50		
CASH A	2022/03 INV	03/10/2022	SEP-CHK: N	DISC: .00					38.50	1099:7
ACCT 1200	DEPT 3000 DUE	03/15/2022	DESC:0019121							
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								
270	00000 MAHONEY NOTIFY P	190712 0309201+-IN	220037	192148	22MAR2	68.50	.00	13,721.50		
CASH A	2022/03 INV	03/10/2022	SEP-CHK: N	DISC: .00					68.50	1099:7
ACCT 1200	DEPT 3000 DUE	03/15/2022	DESC:0019117							
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								
270	00000 MAHONEY NOTIFY P	190713 0309209-IN	220037	192149	22MAR2	77.00	.00	13,721.50		
CASH A	2022/03 INV	03/10/2022	SEP-CHK: N	DISC: .00					77.00	1099:7
ACCT 1200	DEPT 3000 DUE	03/15/2022	DESC:0019138							
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								
270	00000 MAHONEY NOTIFY P	190714 0309206-IN	220037	192150	22MAR2	105.50	.00	13,721.50		
CASH A	2022/03 INV	03/10/2022	SEP-CHK: N	DISC: .00					105.50	1099:7
ACCT 1200	DEPT 3000 DUE	03/15/2022	DESC:0019122							
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								
270	00000 MAHONEY NOTIFY P	190717 0309202-IN	220037	192153	22MAR2	393.50	.00	13,721.50		
CASH A	2022/03 INV	03/10/2022	SEP-CHK: N	DISC: .00					393.50	1099:7
ACCT 1200	DEPT 3000 DUE	03/15/2022	DESC:0306163-IN							
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7706	00000 MERCURY SCREEN P	190718 14315		192154	22MAR2	612.00		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3567174	54173		222.00	1099:	
ACCT 1200	DEPT 6000	DUE 03/15/2022	DESC:02/18/2022			A3567174	546823		390.00	1099:	
12 VATRANO RD. ALBANY NY 12205											
4407	00001 MUNICIPAL EMERGE	190719 1682603	210577	192155	22MAR2	36.00		.00	6,120.18		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3143412	52610		36.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:C35875								
DEPOSITORY ACCOUNT 75 REMITTANCE DR STE.3135 CHICAGO IL 60675											
4407	00001 MUNICIPAL EMERGE	190720 1680353	220284	192156	22MAR2	600.69		.00	6,045.69		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3143412	52601		600.69	1099:	
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:SUPPLIES								
DEPOSITORY ACCOUNT 75 REMITTANCE DR STE.3135 CHICAGO IL 60675											
4407	00001 MUNICIPAL EMERGE	190721 1682899	210577	192157	22MAR2	885.34		.00	6,120.18		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3143412	52610		885.34	1099:	
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:EQUIPMENT								
DEPOSITORY ACCOUNT 75 REMITTANCE DR STE.3135 CHICAGO IL 60675											
4676	00000 METRO FORD SALES	190722 21013	210357	192158	22MAR2	33,164.97		.00	33,164.97		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3143122	52400		33,164.97	1099:	
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:63780								
3601 STATE STREET SCHENECTADY NY 12304											
386	00001 SOUTHWORTH-MILTO	190723 INV2509050	220259	192159	22MAR2	3,882.03		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3638564	54510		3,882.03	1099:	
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:6017550								
P O BOX 3851 BOSTON MA 02241-3851											
8691	00000 G&H AUTO GROUP D	190724 519369		192160	22MAR2	170.00		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3143314	54510		170.00	1099:	
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:19164								
639 STATE ROUTE 67 BALLSTON SPA NY 12020											

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223	00001 RICOH USA, INC	190748 5064015451		192186	22MAR2	213.26	.00	.00		
CASH A	2022/03 INV	03/10/2022	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 4000 DUE	03/15/2022	DESC:4681158						203.53	1099:
P O BOX 827577	PHILADELPHIA PA	19182-7577							9.73	1099:
873	00000 R M DALRYMPLE CO	190749 200298		192187	22MAR2	25.00	.00	.00		
CASH A	2022/03 INV	03/10/2022	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 3000 DUE	03/15/2022	DESC:02/17/20222						25.00	1099:
15 GRACE MOORE ROAD	SARATOGA SPRINGS NY	12866								
4940	00000 LABELLA ASSOCIAT	190750 158116	210267	192188	22MAR2	815.00	.00	.00		
CASH A	2022/03 INV	03/10/2022	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 3000 DUE	03/15/2022	DESC:REFUND						815.00	1099:
21 FOX STREET	POUGHKEEPSIE NY	12601								
359	00001 SAFETY KLEEN COR	190751 88221047		192189	22MAR2	454.94	.00	.00		
CASH A	2022/03 INV	03/10/2022	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 3000 DUE	03/15/2022	DESC:CI27901						454.94	1099:
P O BOX 975201	DALLAS TX	75397-5201								
1857	00000 SAFETY WEARHOUSE	190752 415667	220232	192190	22MAR2	44.99	.00	.00		
CASH A	2022/03 INV	03/10/2022	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 3000 DUE	03/15/2022	DESC:PANTS/SMITH						44.99	1099:
1438 ROUTE 9	FORT EDWARD NY	12828								
1857	00000 SAFETY WEARHOUSE	190753 415530	220188	192191	22MAR2	49.99	.00	.00		
CASH A	2022/03 INV	03/10/2022	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 3000 DUE	03/15/2022	DESC:PANTS/ROCCHIO						49.99	1099:
1438 ROUTE 9	FORT EDWARD NY	12828								
1857	00000 SAFETY WEARHOUSE	190754 415812	220096	192192	22MAR2	56.99	.00	.00		
CASH A	2022/03 INV	03/10/2022	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 3000 DUE	03/15/2022	DESC:BOOTS/GARY						56.99	1099:
1438 ROUTE 9	FORT EDWARD NY	12828								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
14	00000 SARATOGA SPRINGS	190790 2022		192230	22MAR2	1,000.00	.00	.00		
	CASH A 2022/03 INV 03/10/2022 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/15/2022 DESC:EQUIPMENT REIMBURSEMENT LOCAL 343 60 LAKE AVENUE SARATOGA SPRINGS NY 12866						A3143412 52610	1,000.00	1099:	
15	00001 SARATOGA SPRINGS	190791 2022		192231	22MAR2	1,000.00	.00	.00		
	CASH A 2022/03 INV 03/10/2022 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/15/2022 DESC:EQUIPMENT REIMBURSEMENT P O BOX 146 SARATOGA SPRINGS NY 12866						A3143122 52620	1,000.00	1099:	
5557	00000 SARATOGA SPRINGS	190792 2022		192232	22MAR2	7,500.00	.00	.00		
	CASH A 2022/03 INV 03/10/2022 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 03/15/2022 DESC:SPECIAL INVESTIGATION FUND SPECIAL INVESTIGATIONS UNIT 5 LAKE AVENUE SARATOGA SPRINGS NY 12866						A3143124 54830	7,500.00	1099:	
4701	00000 SARATOGA TODAY	190793 190793		192233	22MAR2	160.00	.00	.00		
	CASH A 2022/03 INV 03/10/2022 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 6000 DUE 03/15/2022 DESC:2529 2254 ROUTE 50 SOUTH SARATOGA SPRINGS NY 12866						A3567154 54600	160.00	1099:	
2787	00002 SCHINDLER ELEVAT	190794 7401547474	210180	192234	22MAR2	31,675.94	.00	3,519.06		
	CASH A 2022/03 INV 03/10/2022 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/15/2022 DESC:5000032110 PO BOX 70433 CHICAGO IL 60673-0433						H3031492 52000 1141	31,675.94	1099:	
2787	00001 SCHINDLER ELEVAT	190796 7153442585		192236	22MAR2	782.12	.00	.00		
	CASH A 2022/03 INV 03/10/2022 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/15/2022 DESC:5000230473 P O BOX 93050 CHICAGO IL 60673-3050						A3031624 54610	782.12	1099:	
2787	00001 SCHINDLER ELEVAT	190797 7153442610		192237	22MAR2	519.26	.00	.00		
	CASH A 2022/03 INV 03/10/2022 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 03/15/2022 DESC:5000230473 P O BOX 93050 CHICAGO IL 60673-3050						A3031624 54610	519.26	1099:	

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VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6755	00001	STANLEY ACCESS T	190798 587766		192238	22MAR2	176.63		.00	.00		
CASH A			2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00			A3537114	54140		176.63	1099:
ACCT 1200			DEPT 3000 DUE 03/15/2022	DESC:02/16/2022								
P.O. BOX 0371595			PITTSBURGH PA 15251-7595									
2237	00001	STAPLES BUSINESS	190799 3501039383		192239	22MAR2	23.15		.00	.00		
CASH A			2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00			A3021314	54110		23.15	1099:
ACCT 1200			DEPT 2000 DUE 03/15/2022	DESC:RCH 1016990								
PO BOX 70242			PHILADELPHIA PA 19176-0242									
2237	00001	STAPLES BUSINESS	190800 190800		192241	22MAR2	345.26		.00	.00		
CASH A			2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00			A3143014	54110		27.68	1099:
ACCT 1200			DEPT 4000 DUE 03/15/2022	DESC:1005296								
PO BOX 70242			PHILADELPHIA PA 19176-0242									
			A3143124 54180 77.06 1099:									
			A3143124 54180 240.52 1099:									
806	00000	STONE INDUSTRIES	190802 0493291		192244	22MAR2	85.00		.00	.00		
CASH A			2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00			A3143124	54720		85.00	1099:
ACCT 1200			DEPT 4000 DUE 03/15/2022	DESC:R240476								
4305 ROUTE 50			SARATOGA SPRINGS NY 12866									
806	00000	STONE INDUSTRIES	190803 0493834	220073	192245	22MAR2	144.00		.00	13,709.00		
CASH A			2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00			A3638184	54180		144.00	1099:
ACCT 1200			DEPT 3000 DUE 03/15/2022	DESC:R212004								
4305 ROUTE 50			SARATOGA SPRINGS NY 12866									
420	00000	T & T SALES INC	190804 3636		192246	22MAR2	338.37		.00	.00		
CASH A			2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00			A3335014	54180		338.37	1099:
ACCT 1200			DEPT 3000 DUE 03/15/2022	DESC:02/17/2022								
411 OLD NISKAYUNA ROAD			LATHAM NY 12110									
5677	00000	TAPCO	190805 720088	210545	192247	22MAR2	68.20		.00	.00		
CASH A			2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00			A3143314	54332		68.20	1099:
ACCT 1200			DEPT 4000 DUE 03/15/2022	DESC:R24377								
5100 W BROWN DEER ROAD			BROWN DEER WI 53223									

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
8875	00000 THERAPEUTIC HORS	190806 11 09/07/2022		192248	22MAR2	298.60	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3143124 54979	298.60	1099:	
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:FEB 2022 SSPD							
683 LAKE AVENUE	SARATOGA SPRINGS NY 12866									
1699	00004 TIME WARNER CABL	190807 020946201030222		192250	22MAR2	304.84	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3021694 54740	304.84	1099:	
ACCT 1200	DEPT 2000	DUE 03/15/2022	DESC:020946201							
PO BOX 223085	PITTSBURGH PA 15251-2085									
5997	00001 TIME WARNER CABL	190808 904547801022722		192252	22MAR2	434.00	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3567194 54720	434.00	1099:	
ACCT 1200	DEPT 6000	DUE 03/15/2022	DESC:202-904547801-001							
PO BOX 4617	CAROL STREAM IL 60197-4617									
5846	00000 THE TOWNE LAW FI	190810 4407	200001	192254	22MAR2	127.50	.00	7,852.94		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3051354 54720	127.50	1099:7	
ACCT 1200	DEPT 5000	DUE 03/15/2022	DESC:20-146-1LI							
P.O. BOX 15072	500 NEW KARNER RD. 2ND FLR. ALBANY NY 12205									
5846	00000 THE TOWNE LAW FI	190812 4409	210018	192256	22MAR2	425.00	.00	14,097.50		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3051354 54720	425.00	1099:7	
ACCT 1200	DEPT 5000	DUE 03/15/2022	DESC:ARTICLE 7							
P.O. BOX 15072	500 NEW KARNER RD. 2ND FLR. ALBANY NY 12205									
3723	00002 TRAVELERS	190813 2022		192257	22MAR2	495,014.00	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3011914 54773	37,369.90	1099:7	
ACCT 1200	DEPT 5000	DUE 03/15/2022	DESC:9874G9063				A3021914 54773	35,727.80	1099:7	
CL REMITTANCE	CENTER P.O. BOX 660317 DALLAS TX 75266-0317						A3031914 54773	140,770.60	1099:7	
							A3041914 54773	130,571.34	1099:7	
							A3051914 54773	19,369.16	1099:7	
							A3061914 54773	37,233.08	1099:7	
							A3011474 54773	17,863.90	1099:7	
							F3731914 54773	37,369.90	1099:7	
							G3731914 54773	38,738.32	1099:7	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
5015	00000 TURNER CONSTRUCT	190814 190814		192258	22MAR2	2,875.00	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A063 42411		2,875.00	1099:	
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC: CASINO REIMB							
1	COMPUTER DRIVE SOUTH	ALBANY NY 12205								
7350	00000 TVC ALBANY, INC.	190815 10972669	210249	192259	22MAR2	1,305.00	.00	315.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3021694 54740		1,305.00	1099:	
ACCT 1200	DEPT 2000	DUE 03/15/2022	DESC: 37216							
PO BOX 1301	WILLISTON VT	05495-1301								
2858	00001 DIG SAFELY NEW Y	190816 22020062		192260	22MAR2	174.09	.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3335014 54180		174.09	1099:	
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC: 02/28/2022							
6706	COLLAMER RD.	EAST SYRACUSE NY 13057								
3256	00000 UNIFIRST CORPORA	190817 1110117391	220022	192261	22MAR2	7.20	.00	5,614.94		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3031624 54610		7.20	1099:	
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC: 1270241							
PO BOX 650481	DALLAS TX	75265-0481								
3256	00000 UNIFIRST CORPORA	190818 1110123353	220022	192262	22MAR2	7.20	.00	5,614.94		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3031624 54610		7.20	1099:	
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC: 1270241							
PO BOX 650481	DALLAS TX	75265-0481								
3256	00000 UNIFIRST CORPORA	190819 1110114591	220022	192263	22MAR2	11.94	.00	5,614.94		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3567174 54610 3000		11.94	1099:	
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC: 1270252							
PO BOX 650481	DALLAS TX	75265-0481								
3256	00000 UNIFIRST CORPORA	190820 1110120394	220022	192264	22MAR2	11.94	.00	5,614.94		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3567174 54610 3000		11.94	1099:	
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC: 1270252							
PO BOX 650481	DALLAS TX	75265-0481								

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
8954	00000 SPARX HOCKEY	190831 7648		192275	22MAR2	1,094.99		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3567194	54170		1,094.99	1099:	
ACCT 1200	DEPT 6000	DUE 03/15/2022	DESC:03/02/2022								
30 SUDBURY RD., SUITE 1B ACTON MA 01720											
1831	00001 VERIZON WIRELESS	190832 9900237699		192276	22MAR2	204.42		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3051414	54671		204.42	1099:	
ACCT 1200	DEPT 5000	DUE 03/15/2022	DESC:442028324-00001								
P O BOX 408 NEWARK NJ 07101-0408											
1831	00001 VERIZON WIRELESS	190833 9900288179		192277	22MAR2	31.23		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3051414	54671		31.23	1099:	
ACCT 1200	DEPT 5000	DUE 03/15/2022	DESC:742065788-00001								
P O BOX 408 NEWARK NJ 07101-0408											
5493	00001 V I ENTERPRISES	190834 000313345		192278	22MAR2	99.95		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3335124	54510		99.95	1099:	
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:1840								
819 RT 67 BALLSTON SPA NY 12020											
5493	00001 V I ENTERPRISES	190835 000313019		192279	22MAR2	145.36		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		A3031654	54210		145.36	1099:	
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:1840								
819 RT 67 BALLSTON SPA NY 12020											
7528	00000 VISA	190836 190836		192280	22MAR2	202.28		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: Y	DISC: .00		E3577164	54201		202.28	1099:	
ACCT 1200	DEPT 7000	DUE 03/15/2022	DESC:4121265990223856								
PO BOX 30131 TAMPA FL 30131											
1853	00000 WALSH & WALSH LL	190837 241	220040	192281	22MAR2	450.00		.00	6,550.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00		V3719714	54720		450.00	1099:7	
ACCT 1200	DEPT 2000	DUE 03/15/2022	DESC:106								
42 LONG ALLEY SARATOGA SPRINGS NY 12866-2116											

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NEW INVOICES

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NEW INVOICES

VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
3346	00001	W B MASON CO INC	190845 227392040		192289	22MAR2	169.94		.00	.00		
CASH A			2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00			A3113624	54110		128.44	1099:
ACCT 1200			DEPT 1000 DUE 03/15/2022	DESC:C1067550				A3618684	54110		41.50	1099:
P O BOX 981101			BOSTON MA 02298-1101									
3346	00001	W B MASON CO INC	190846 227574145		192290	22MAR2	63.01		.00	.00		
CASH A			2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00			A3031494	54110		63.01	1099:
ACCT 1200			DEPT 3000 DUE 03/15/2022	DESC:CM0656261								
P O BOX 981101			BOSTON MA 02298-1101									
3346	00001	W B MASON CO INC	190847 227940932		192291	22MAR2	31.92		.00	.00		
CASH A			2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00			A3051414	54110		31.92	1099:
ACCT 1200			DEPT 5000 DUE 03/15/2022	DESC:C2650013								
P O BOX 981101			BOSTON MA 02298-1101									
3346	00001	W B MASON CO INC	190848 227832172		192292	22MAR2	19.95		.00	.00		
CASH A			2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00			A3031494	54110		19.95	1099:
ACCT 1200			DEPT 3000 DUE 03/15/2022	DESC:C2650013								
P O BOX 981101			BOSTON MA 02298-1101									
3346	00001	W B MASON CO INC	190849 227971753		192293	22MAR2	13.23		.00	.00		
CASH A			2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00			A3143414	54110		13.23	1099:
ACCT 1200			DEPT 4000 DUE 03/15/2022	DESC:C1067550								
P O BOX 981101			BOSTON MA 02298-1101									
3346	00001	W B MASON CO INC	190850 227466670		192294	22MAR2	831.75		.00	.00		
CASH A			2022/03 INV 03/10/2022	SEP-CHK: Y	DISC: .00			E3577164	54140		831.75	1099:
ACCT 1200			DEPT 7000 DUE 03/15/2022	DESC:C1138768								
P O BOX 981101			BOSTON MA 02298-1101									
3346	00001	W B MASON CO INC	190851 227650635		192295	22MAR2	41.92		.00	.00		
CASH A			2022/03 INV 03/10/2022	SEP-CHK: N	DISC: .00			G3638114	54180		41.92	1099:
ACCT 1200			DEPT 3000 DUE 03/15/2022	DESC:C1067550								
P O BOX 981101			BOSTON MA 02298-1101									

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
3346	00001 W B MASON CO INC	190852 190852		192296	22MAR2	115.71		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3143124	54180		79.80	1099:
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:C2650013				A3143414	54200		35.91	1099:
P O BOX 981101 BOSTON MA 02298-1101											
7388	00000 WEHRAN LFG SERVI	190853 CSS019	220023	192297	22MAR2	1,300.00		.00	16,460.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3638184	54720		1,300.00	1099:
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:RFP 2021-28								
PO BOX 264 OAKLAND NJ 07436											
8702	00000 WINDCAVE INC.	190854 1922357		192298	22MAR2	255.60		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: Y	DISC: .00			E3475654	54672		255.60	1099:
ACCT 1200	DEPT 7000	DUE 03/15/2022	DESC:89279								
PO BOX 45498 LOS ANGELES CA 90045											
4870	00000 WITMER ASSOCIATE	190855 2185095	210499	192299	22MAR2	384.00		12.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3143412	52610		372.00	1099:7
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:SARSPR				A3143412	52610		12.00	1099:7
104 INDEPENDENCE WAY COATESVILLE PA 19320											
7844	00000 NEAL WRIGHT	190856 190856		192301	22MAR2	567.25		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3143124	54160		567.25	1099:
ACCT 1200	DEPT 4000	DUE 03/15/2022	DESC:CLOTHING REIMB								
17 MOORWOOD DR. QUEENSBURY NY 12804											
1973	00000 WOLBERG ELECTRIC	190857 2419650		192302	22MAR2	32.40		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3031634	54610		32.40	1099:
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:13696								
35 INDUSTRIAL PARK ROAD P O BOX 6309 ALBANY NY 12206-0309											
1973	00000 WOLBERG ELECTRIC	190858 2419230		192303	22MAR2	262.31		.00	.00		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			F3638334	54610		262.31	1099:
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:13696								
35 INDUSTRIAL PARK ROAD P O BOX 6309 ALBANY NY 12206-0309											

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NEW INVOICES

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
3256	00000 UNIFIRST CORPORA	190868 1110137944	220022 192313	22MAR2		56.78	.00	5,614.94		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3031654 54160		32.86	1099:
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:1269238				A3031654 54610		23.92	1099:
PO BOX 650481	DALLAS TX 75265-0481									
3256	00000 UNIFIRST CORPORA	190869 1110123085	220022 192314	22MAR2		42.86	.00	5,614.94		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3031654 54160		32.86	1099:
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:1269238				A3031654 54610		10.00	1099:
PO BOX 650481	DALLAS TX 75265-0481									
3256	00000 UNIFIRST CORPORA	190870 1110132155	220022 192315	22MAR2		56.78	.00	5,614.94		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3031654 54160		32.86	1099:
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:1269238				A3031654 54610		23.92	1099:
PO BOX 650481	DALLAS TX 75265-0481									
3256	00000 UNIFIRST CORPORA	190871 1110129138	220022 192316	22MAR2		42.86	.00	5,614.94		
CASH A	2022/03	INV 03/10/2022	SEP-CHK: N	DISC: .00			A3031654 54160		32.86	1099:
ACCT 1200	DEPT 3000	DUE 03/15/2022	DESC:1269238				A3031654 54610		10.00	1099:
PO BOX 650481	DALLAS TX 75265-0481									
268 APPROVED UNPAID INVOICES			TOTAL			1,263,847.34				
268 INVOICE(S)			REPORT POST TOTAL			1,263,847.34				

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CITY OF SARATOGA SPRINGS LIVE
22MAR2

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CLERK: u101 BATCH: 3505

ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2022 03	A044	A -04-4-0000-0-41640 -	AMBULANCE TRANS	104.04	REV .00
	A046	A -04-6-0000-0-42051 -	REC PROG CLINIC	213.00	REV .00
	A063	A -06-3-0000-0-42411 -	RENTAL CASINO C	2,875.00	REV .00
	A3011474	A -30-1-1431-4-54773 -	LIABILITY INSUR	17,863.90	1,410.35
	A3011914	A -30-1-1910-4-54773 -	LIABILITY INSUR	37,369.90	7,785.25
	A3021314	A -30-2-1310-4-54110 -	OFFICE SUPPLIES	23.15	8,455.64
	A3021314	A -30-2-1310-4-54720 -	SERVICE CONTRAC	50.00	10,000.00
	A3021314	A -30-2-1310-4-54740 -	SERVICE CONTRAC	505.65	3,325.80
	A3021692	A -30-2-1681-2-52230 -	HARDWARE	712.66	61,650.73
	A3021694	A -30-2-1681-4-54220 -	TRAVEL	29.72	70.28
	A3021694	A -30-2-1681-4-54670 -	PHONES	7.68	10,278.11
	A3021694	A -30-2-1681-4-54720 -	SERVICE CONTRAC	11,065.95	94,806.28
	A3021694	A -30-2-1681-4-54730 -	SERVICE CONTRAC	10,189.01	7,810.98
	A3021694	A -30-2-1681-4-54740 -	SERVICE CONTRAC	23,363.45	47,740.29
	A3021914	A -30-2-1910-4-54773 -	LIABILITY INSUR	35,727.80	7,289.12
	A3031444	A -30-3-1440-4-54110 -	OFFICE SUPPLIES	130.93	1,369.07
	A3031444	A -30-3-1440-4-54670 -	PHONES	3.85	2,006.66
	A3031444	A -30-3-1440-4-54725 -	SERVICE CONTRAC	1,861.00	67,000.00
	A3031494	A -30-3-1490-4-54110 -	OFFICE SUPPLIES	182.96	3,536.36
	A3031594	A -30-3-1590-4-54720 -	SERVICE CONTRAC	28.50	524.72
	A3031624	A -30-3-1620-4-54160 -	UNIFORMS	769.94	30.06
	A3031624	A -30-3-1620-4-54180 -	OTHER SUPPLIES	821.31	5,678.69
	A3031624	A -30-3-1620-4-54610 -	REPAIRS & MAINT	1,433.50	4,633.87
	A3031624	A -30-3-1620-4-54720 -	SERVICE CONTRAC	28.50	8,783.00
	A3031634	A -30-3-1621-4-54610 -	VC REPAIRS & MA	32.40	11,742.70
	A3031634	A -30-3-1621-4-54720 -	VCSERVICE CONTR	38.50	538.00
	A3031644	A -30-3-1622-4-54612 -	ARTS CENTER REP	99.80	4,425.07
	A3031654	A -30-3-1623-4-54160 -	UNIFORMS	1,121.07	1,537.05
	A3031654	A -30-3-1623-4-54180 -	OTHER SUPPLIES	454.94	13,772.68
	A3031654	A -30-3-1623-4-54210 -	GARAGE SUPPLIES	410.52	1,109.02
	A3031654	A -30-3-1623-4-54610 -	REPAIRS & MAINT	215.10	13,165.79
	A3031654	A -30-3-1623-4-54670 -	PHONES	3.84	3,531.76
	A3031914	A -30-3-1910-4-54773 -	LIABILITY INSUR	140,770.60	60,779.51
	A3041914	A -30-4-1910-4-54773 -	LIABILITY INSUR	130,571.34	73,155.67
	A3051354	A -30-5-1355-4-54230 -	DUES	110.00	-10.00
	A3051354	A -30-5-1355-4-54720 -	SERVICE CONTRAC	1,529.50	.00
	A3051414	A -30-5-1410-4-54110 -	OFFICE SUPPLIES	1,906.37	16,714.40
	A3051414	A -30-5-1410-4-54250 -	CONFERENCE REGI	295.23	2,504.77
	A3051414	A -30-5-1410-4-54490 -	GENERAL ADVERTI	92.51	8,311.55
	A3051414	A -30-5-1410-4-54573 -	RISK-SAFETY PRO	39,674.35	39,636.28
	A3051414	A -30-5-1410-4-54671 -	PHONES & FAX	235.65	4,864.35
	A3051414	A -30-5-1410-4-54720 -	SERVICE CONTRAC	39.06	.00
	A3051414	A -30-5-1410-4-54740 -	SERVICE CONTRAC	560.00	6,419.98
	A3051914	A -30-5-1910-4-54773 -	LIABILITY INSUR	19,369.16	5,169.50
	A3061914	A -30-6-1910-4-54773 -	LIABILITY INSUR	37,233.08	7,257.80
	A3113624	A -31-1-3620-4-54110 -	OFFICE SUPPLIES	137.82	3,587.65
	A3113624	A -31-1-3620-4-54725 -	SERVICE CONTRAC	1,703.50	19,496.50
	A3143014	A -31-4-3010-4-54110 -	OFFICE SUPPLIES	236.12	2,434.32
	A3143014	A -31-4-3010-4-54250 -	CONFERENCE REGI	190.00	110.00
	A3143122	A -31-4-3120-2-52200 -	OFFICE EQUIPMEN	875.00	3,000.80
	A3143122	A -31-4-3120-2-52400 -	VEHICLES	33,164.97	12,952.85

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CITY OF SARATOGA SPRINGS LIVE
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CLERK: u101 BATCH: 3505

ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET	
		A3143122 A	-31-4-3120-2-52620 -	POLICE EQUIPMEN	1,000.00	60,984.27
		A3143124 A	-31-4-3120-4-54110 -	OFFICE SUPPLIES	.75	9,436.39
		A3143124 A	-31-4-3120-4-54140 -	JANITORIAL SUPP	122.39	4,591.59
		A3143124 A	-31-4-3120-4-54160 -	UNIFORMS	3,877.60	68,433.86
		A3143124 A	-31-4-3120-4-54180 -	OTHER SUPPLIES	503.55	14,098.03
		A3143124 A	-31-4-3120-4-54189 -	AMMUNITION	1,243.20	5,248.04
		A3143124 A	-31-4-3120-4-54510 -	REPAIRS & MAINT	5,122.13	55,496.80
		A3143124 A	-31-4-3120-4-54570 -	TRAINING	1,035.00	18,316.00
		A3143124 A	-31-4-3120-4-54610 -	REPAIRS & MAINT	107.99	8,457.11
		A3143124 A	-31-4-3120-4-54720 -	SERVICE CONTRAC	1,797.36	73,647.95
		A3143124 A	-31-4-3120-4-54740 -	SERVICE CONTRAC	1,005.64	113,013.99
		A3143124 A	-31-4-3120-4-54830 -	SPECIAL INVESTI	7,500.00	.00
		A3143124 A	-31-4-3120-4-54979 -	HORSE CARE	298.60	18,586.70
		A3143312 A	-31-4-3310-2-52802 -	TOOLS & EQUIPME	1,930.52	5,257.49
		A3143314 A	-31-4-3310-4-54332 -	MATERIALS & REP	120.01	48,682.01
		A3143314 A	-31-4-3310-4-54390 -	MAINTENANCE SUP	77.35	4,775.82
		A3143314 A	-31-4-3310-4-54510 -	REPAIRS & MAINT	367.80	3,247.49
		A3143412 A	-31-4-3410-2-52601 -	FIRE EQUIPMENT	600.69	64,115.62
		A3143412 A	-31-4-3410-2-52610 -	FIREFIGHTERS EQ	2,305.34	70,721.70
		A3143414 A	-31-4-3410-4-54110 -	OFFICE SUPPLIES	13.23	2,939.37
		A3143414 A	-31-4-3410-4-54200 -	HOUSE SUPPLIES	744.14	7,458.99
		A3143414 A	-31-4-3410-4-54330 -	REPAIRS & MAINT	300.74	11,378.43
		A3143414 A	-31-4-3410-4-54510 -	REPAIRS & MAINT	2,377.70	73,277.97
		A3143414 A	-31-4-3410-4-54610 -	REPAIRS & MAINT	270.00	16,394.24
		A3143414 A	-31-4-3410-4-54670 -	PHONES	3.84	24,022.39
		A3143414 A	-31-4-3410-4-54720 -	SERVICE CONTRAC	2,135.46	64,464.48
		A3143424 A	-31-4-3412-4-54180 -	OTHER SUPPLIES	829.10	10,000.00
		A3143624 A	-31-4-3620-4-54160 -	UNIFORMS	182.75	613.25
		A3335014 A	-33-3-5010-4-54160 -	UNIFORMS	1,862.81	4,113.35
		A3335014 A	-33-3-5010-4-54180 -	OTHER SUPPLIES	512.46	55,774.51
		A3335014 A	-33-3-5010-4-54330 -	REPAIRS & MAINT	75.48	1,924.52
		A3335014 A	-33-3-5010-4-54510 -	REPAIRS & MAINT	1,704.70	112,662.30
		A3335124 A	-33-3-5111-4-54160 -	UNIFORMS	621.90	2,178.10
		A3335124 A	-33-3-5111-4-54510 -	REPAIRS & MAINT	162.32	20,025.60
		A3335654 A	-33-3-5650-4-54180 -	OTHER SUPPLIES	182.05	9,158.97
		A3537114 A	-35-3-7110-4-54140 -	JANITORIAL SUPP	176.63	6,323.37
		A3537114 A	-35-3-7110-4-54160 -	UNIFORMS	354.93	5,645.07
		A3537114 A	-35-3-7110-4-54180 -	OTHER SUPPLIES	479.61	10,468.14
		A3537114 A	-35-3-7110-4-54530 -	EQUIPMENT & VEH	32.15	1,467.85
		A3537114 A	-35-3-7110-4-54610 -	REPAIRS & MAINT	135.18	31,308.55
		A3537114 A	-35-3-7110-4-54720 -	SERVICE CONTRAC	213.50	12,956.00
		A3537214 A	-35-3-7200-4-54720 -	SERVICE CONTRAC	38.50	6,538.00
		A3537224 A	-35-3-7113-4-54180 -	OTHER SUPPLIES	10.20	489.80
		A3567142 A	-35-6-7140-2-52200 -	OFFICE EQUIPMEN	39.39	1,499.97
		A3567144 A	-35-6-7140-4-54160 -3000	UNIFORMS	374.96	125.04
		A3567144 A	-35-6-7140-4-54180 -	OTHER SUPPLIES	4,190.00	.00
		A3567144 A	-35-6-7140-4-54671 -	PHONES & FAX	3.84	588.35
		A3567144 A	-35-6-7140-4-54740 -	SERVICE CONTRAC	224.40	6,263.01
		A3567154 A	-35-6-7150-4-54600 -	ADVERTISING	160.00	1,890.00
		A3567174 A	-35-6-7171-4-54170 -	SPORTS SUPPLIES	6.98	293.02
		A3567174 A	-35-6-7171-4-54173 -	JR SLUGGERS SUP	222.00	443.00

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET	
	A3567174	A	-35-6-7171-4-54510 -3000	REPAIRS & MAINT	44.46	79.44
	A3567174	A	-35-6-7171-4-54610 -3000	REPAIRS & MAINT	47.76	13,261.60
	A3567174	A	-35-6-7171-4-546823-	SPORT SUPPLIES	580.00	38.00
	A3567174	A	-35-6-7171-4-54720 -3000	SERVICE CONTRAC	131.00	11,298.00
	A3567194	A	-35-6-7181-4-54170 -	SPORTS SUPPLIES	1,094.99	3,292.01
	A3567194	A	-35-6-7181-4-54720 -	SERVICE CONTRAC	434.00	4,840.00
	A3567194	A	-35-6-7181-4-54720 -3000	SERVICE CONTRAC	131.50	7,890.00
	A3567344	A	-35-6-7340-4-54170 -	SPORTS SUPPLIES	3,222.84	8,267.16
	A3618684	A	-36-1-8687-4-54110 -	OFFICE SUPPLIES	41.50	2,845.94
	A3618684	A	-36-1-8687-4-54740 -	SERVICE CONTRAC	66.64	2,804.17
	A3638184	A	-36-3-8180-4-54180 -	OTHER SUPPLIES	144.00	4.06
	A3638184	A	-36-3-8180-4-54720 -	SERVICE CONTRAC	1,300.00	35,826.00
	A3638564	A	-36-3-8560-4-54160 -	UNIFORMS	794.89	3,005.11
	A3638564	A	-36-3-8560-4-54510 -	REPAIRS & MAINT	3,882.03	2,529.59
	A3638564	A	-36-3-8560-4-54520 -	GAS & OIL	118.44	6,532.38
	E3475654	E	-34-7-5650-4-54672 -	CREDIT CARD FEE	255.60	18,301.28
	E3475654	E	-34-7-5650-4-54720 -	SERVICE CONTRAC	10,605.00	34,720.00
	E3577164	E	-35-7-7160-4-54110 -	OFFICE SUPPLIES	167.04	1,665.56
	E3577164	E	-35-7-7160-4-54140 -	JANITORIAL SUPP	1,903.40	21,186.47
	E3577164	E	-35-7-7160-4-54201 -	BUSINESS EXPENS	552.28	31,496.91
	E3577164	E	-35-7-7160-4-54610 -	REPAIRS & MAINT	3,251.88	156,235.11
	E3577164	E	-35-7-7160-4-54611 -	BUILDING INSURA	17,152.00	35,031.04
	E3577164	E	-35-7-7160-4-54720 -	SERVICE CONTRAC	1,676.55	74,500.40
	E3577164	E	-35-7-7160-4-54792 -	MISCELLANEOUS	74.90	6,083.10
	F3638314	F	-36-3-8310-4-54110 -	OFFICE SUPPLIES	689.97	875.77
	F3638332	F	-36-3-8330-2-52300 -	MISCELLANEOUS E	2,511.40	37,488.60
	F3638334	F	-36-3-8330-4-54180 -	OTHER SUPPLIES	326.81	7,216.67
	F3638334	F	-36-3-8330-4-54610 -	REPAIRS & MAINT	1,215.71	11,550.39
	F3731914	F	-37-3-1910-4-54773 -	LIABILITY INSUR	37,369.90	10,979.41
	G3638114	G	-36-3-8110-4-54160 -	UNIFORMS	200.00	800.00
	G3638114	G	-36-3-8110-4-54180 -	OTHER SUPPLIES	41.92	9,883.00
	G3638124	G	-36-3-8120-4-54180 -	OTHER SUPPLIES	32.40	4,281.78
	G3638124	G	-36-3-8120-4-54331 -	REPAIRS & MAINT	393.50	7,307.20
	G3638124	G	-36-3-8120-4-54510 -	REPAIRS & MAINT	93.85	10,193.28
	G3731914	G	-37-3-1910-4-54773 -	LIABILITY INSUR	38,738.32	12,381.22
	H3031492	H	-30-3-1490-2-52000 -1141	CAPITAL PROJECT	31,675.94	373,450.00
	H3146952	H	-31-4-6950-2-52000 -1217	CAPITAL PROJECT	60,312.00	.00
	H3567142	H	-35-6-7140-2-52000 -1110	CAPITAL PROJECT	2,537.50	.00
	H3638122	H	-36-3-8120-2-52000 -1183	CAPITAL PROJECT	173,868.93	.00
	H3638332	H	-36-3-8330-2-52000 -1249	CAPITAL PROJECT	129,475.00	.00
	H3638332	H	-36-3-8330-2-52000 -1261	CAPITAL PROJECT	132,152.79	-132,152.79
	V3719714	V	-37-1-9710-4-54720 -	SERVICE CONTRAC	450.00	1,800.00
REPORT TOTALS				1,263,847.34		

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YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT							LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3						
2022 3 124										
API A3051354-54720							SERVICE CONTRACTS - PROF SERV		297.50	
03/15/2022 W 22MAR2		005846	171001	190811			18-127-1LI			
POL A3051354-54720							SERVICE CONTRACTS - PROF SERV 4			297.50
03/15/2022 LIQ/INV		005846	171001	190811			18-127-1LI	2017		
API E3475654-54720							SERVICE CONTRACTS - PROF SERV		4,200.00	
03/15/2022 W 22MAR2		008027	220004	190571			02/26/2022			
POL E3475654-54720							SERVICE CONTRACTS - PROF SERV 4			4,200.00
03/15/2022 LIQ/INV		008027	220004	190571			02/26/2022	2022		
API E3475654-54720							SERVICE CONTRACTS - PROF SERV		4,200.00	
03/15/2022 W 22MAR2		008027	220004	190573			03/05/2022			
POL E3475654-54720							SERVICE CONTRACTS - PROF SERV 4			4,200.00
03/15/2022 LIQ/INV		008027	220004	190573			03/05/2022	2022		
API E3577164-54720							SERVICE CONTRACTS - PROF SERV		675.00	
03/15/2022 W 22MAR2		008027	220004	190574			03/05/2022			
POL E3577164-54720							SERVICE CONTRACTS - PROF SERV 4			675.00
03/15/2022 LIQ/INV		008027	220004	190574			03/05/2022	2022		
API E3577164-54720							SERVICE CONTRACTS - PROF SERV		900.00	
03/15/2022 W 22MAR2		008027	220004	190575			02/26/2022			
POL E3577164-54720							SERVICE CONTRACTS - PROF SERV 4			900.00
03/15/2022 LIQ/INV		008027	220004	190575			02/26/2022	2022		
API A3031654-54610							REPAIRS & MAINTENANCE BUILDING		40.50	
03/15/2022 W 22MAR2		007969	220010	190576			119331			
POL A3031654-54610							REPAIRS & MAINTENANCE BUILDING 4			40.50
03/15/2022 LIQ/INV		007969	220010	190576			119331	2022		
API A3537114-54720							SERVICE CONTRACTS - PROF SERV		54.00	
03/15/2022 W 22MAR2		007969	220010	190578			119331			
POL A3537114-54720							SERVICE CONTRACTS - PROF SERV 4			54.00
03/15/2022 LIQ/INV		007969	220010	190578			119331	2022		
API A3567174-54720-3000							SERVICE CONTRACTS - PROF SERV		54.00	
03/15/2022 W 22MAR2		007969	220010	190579			119331			
POL A3567174-54720-3000							SERVICE CONTRACTS - PROF SERV 4			54.00
03/15/2022 LIQ/INV		007969	220010	190579			119331	2022		
API A3537114-54720							SERVICE CONTRACTS - PROF SERV		54.00	
03/15/2022 W 22MAR2		007969	220050	190580			119331			
POL A3537114-54720							SERVICE CONTRACTS - PROF SERV 4			54.00
03/15/2022 LIQ/INV		007969	220050	190580			119331	2022		
API A3567194-54720-3000							SERVICE CONTRACTS - PROF SERV		63.00	
03/15/2022 W 22MAR2		007969	220010	190581			119331			
POL A3567194-54720-3000							SERVICE CONTRACTS - PROF SERV 4			63.00
03/15/2022 LIQ/INV		007969	220010	190581			119331	2022		
API A3143124-54720							SERVICE CONTRACTS - PROF SERV		110.70	
03/15/2022 W 22MAR2		007969	220250	190585			591824			
API A3143414-54720							SERVICE CONTRACTS - PROF SERV		61.20	
03/15/2022 W 22MAR2		007969	220250	190585			591824			
POL A3143124-54720							SERVICE CONTRACTS - PROF SERV 4			110.70
03/15/2022 LIQ/INV		007969	220250	190585			591824	2022		
POL A3143414-54720							SERVICE CONTRACTS - PROF SERV 4			61.20

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3051414-54110	03/15/2022	LIQ/INV	007969	220250	190585	591824	2022		
							OFFICE SUPPLIES		936.59	
API	A3143414-54610	03/15/2022	W 22MAR2	007534		190586	CITY SARA			
							REPAIRS & MAINTENANCE BUILDING		270.00	
API	A3143414-54510	03/15/2022	W 22MAR2	005045		190587	03/07/2022			
							REPAIRS & MAINTENANCE VEHICLE		272.02	
API	A3051414-54573	03/15/2022	W 22MAR2	002785		190588	S8575			
							RISK-SAFETY PROGRAMMING		39,402.00	
POL	A3051414-54573	03/15/2022	W 22MAR2	009050	210562	190590	IFB 2021-22			
							RISK-SAFETY PROGRAMMING	4		40,052.00
API	A3143014-54110	03/15/2022	LIQ/INV	009050	210562	190590	IFB 2021-22	2021		
							OFFICE SUPPLIES		190.00	
API	A3031654-54210	03/15/2022	W 22MAR2	000070		190591	03/04/2022			
							GARAGE SUPPLIES		265.16	
API	A3567144-54180	03/15/2022	W 22MAR2	005400		190592	4218081			
							OTHER SUPPLIES		4,190.00	
POL	A3567144-54180	03/15/2022	W 22MAR2	004368	210575	190593	REC SIGNS			
							OTHER SUPPLIES	4		4,190.00
API	A3537224-54180	03/15/2022	LIQ/INV	004368	210575	190593	REC SIGNS	2021		
							OTHER SUPPLIES		10.20	
API	A3537114-54180	03/15/2022	W 22MAR2	000031		190594	271			
							OTHER SUPPLIES		36.97	
API	A3143414-54200	03/15/2022	W 22MAR2	000031		190595	271			
							HOUSE SUPPLIES		52.37	
API	A3143414-54510	03/15/2022	W 22MAR2	000031		190596	2202-164384			
							REPAIRS & MAINTENANCE VEHICLE		15.86	
API	A3335014-54330	03/15/2022	W 22MAR2	000031		190596	2202-164384			
							REPAIRS & MAINTENANCE EQUIPMEN		75.48	
API	A3031624-54180	03/15/2022	W 22MAR2	000031		190597	271			
							OTHER SUPPLIES		176.31	
API	A3537114-54180	03/15/2022	W 22MAR2	000031		190598	271			
							OTHER SUPPLIES		191.53	
API	A3021692-52230	03/15/2022	W 22MAR2	000031		190599	271			
							HARDWARE		27.96	
API	F3638334-54180	03/15/2022	W 22MAR2	007550		190600	A1VOYW9N1NCU0Y			
							OTHER SUPPLIES		27.98	
API	A3031644-54612	03/15/2022	W 22MAR2	007550		190601	A272JK82AK683L			
							ARTS CENTER REPAIRS & MAIN		99.80	
API	A3051414-54110	03/15/2022	W 22MAR2	007550		190602	A272JK82AL683L			
							OFFICE SUPPLIES		271.86	
API	A3021692-52230	03/15/2022	W 22MAR2	007550		190603	A1JG81JFDNH7OIM			
							HARDWARE		681.95	
API	F3638314-54110	03/15/2022	W 22MAR2	007550		190604	A1VOYW9N1NCU0Y			
							OFFICE SUPPLIES		689.97	
API	A3143124-54180	03/15/2022	W 22MAR2	007550		190605	A272JK82AK683L			
							OTHER SUPPLIES		29.38	
API	A3143314-54510	03/15/2022	W 22MAR2	007550		190606	A2XFHY90KS1Y21			
							REPAIRS & MAINTENANCE VEHICLE		155.96	
							A2XFHY90KS1Y21			

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API	A3143314-54390	03/15/2022 W	22MAR2	007550		190606	MAINTENANCE SUPPLIES A2XFHY90KS1Y21		8.95	
API	A3143312-52802	03/15/2022 W	22MAR2	007550		190606	TOOLS & EQUIPMENT A2XFHY90KS1Y21		590.90	
API	A3143014-54110	03/15/2022 W	22MAR2	007550		190606	OFFICE SUPPLIES A2XFHY90KS1Y21		18.44	
API	A3143124-54189	03/15/2022 W	22MAR2	000047	220283	190607	AMMUNITION S41800		1,243.20	
POL	A3143124-54189	03/15/2022 LIQ/INV		000047	220283	190607	AMMUNITION S41800	4 2022		1,243.20
API	E3577164-54611	03/15/2022 W	22MAR2	006950		190608	BUILDING INSURANCE SARATSPR		17,152.00	
API	F3638334-54610	03/15/2022 W	22MAR2	004647		190610	REPAIRS & MAINTENANCE BUILDING 02/18/2022		924.00	
API	A3021694-54670	03/15/2022 W	22MAR2	000050		190611	PHONES 1000-810-2104		3.84	
API	A3031444-54670	03/15/2022 W	22MAR2	000050		190611	PHONES 1000-810-2104		3.85	
API	A3143414-54670	03/15/2022 W	22MAR2	000050		190611	PHONES 1000-810-2104		3.84	
API	A3567144-54671	03/15/2022 W	22MAR2	000050		190611	PHONES & FAX 1000-810-2104		3.84	
API	A3031654-54670	03/15/2022 W	22MAR2	000050		190611	PHONES 1000-810-2104		3.84	
API	A3021694-54670	03/15/2022 W	22MAR2	000050		190611	PHONES 1000-810-2104		3.84	
API	E3577164-54610	03/15/2022 W	22MAR2	002188		190612	REPAIRS & MAINTENANCE BUILDING 02/22/2022		3,251.88	
API	E3475654-54720	03/15/2022 W	22MAR2	008748	210458	190613	SERVICE CONTRACTS - PROF SERV 03/01/2022		2,205.00	
POL	E3475654-54720	03/15/2022 LIQ/INV		008748	210458	190613	SERVICE CONTRACTS - PROF SERV 03/01/2022	4 2021		2,205.00
API	A3143424-54180	03/15/2022 W	22MAR2	004542	210188	190615	OTHER SUPPLIES IFB 2021-04		179.66	
POL	A3143424-54180	03/15/2022 LIQ/INV		004542	210188	190615	OTHER SUPPLIES IFB 2021-04	4 2021		179.66
API	A3567344-54170	03/15/2022 W	22MAR2	000764		190616	SPORTS SUPPLIES 1015209		3,222.84	
API	A3567174-546823	03/15/2022 W	22MAR2	000764		190618	SPORT SUPPLIES 1015209		190.00	
API	A3113624-54725	03/15/2022 W	22MAR2	008323		190619	SERVICE CONTRACTS ENGINEERING ESCROW REFUND		603.50	
API	A3143124-54160	03/15/2022 W	22MAR2	006768		190620	UNIFORMS CLOTHING REIMB		130.00	
API	A3537114-54530	03/15/2022 W	22MAR2	000139		190621	EQUIPMENT & VEHICLE RENTAL 3691		32.15	
API	A3335654-54180	03/15/2022 W	22MAR2	000139		190622	OTHER SUPPLIES 3691		182.05	
API	A3021694-54730						SERVICE CONTRACTS MAINTENANCE		9,802.91	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		03/15/2022	W 22MAR2	005555	220292	190624	55229			
POL	A3021694-54730						SERVICE CONTRACTS MAINTENANCE	4		9,802.91
		03/15/2022	LIQ/INV	005555	220292	190624	55229	2022		
API	A3051414-54110						OFFICE SUPPLIES		476.00	
		03/15/2022	W 22MAR2	002948		190625	6731216			
API	H3638122-52000-1183						CAPITAL PROJECT OUTLAY		173,868.93	
		03/15/2022	W 22MAR2	008865	210177	190626	02/09/20222			
POL	H3638122-52000-1183						CAPITAL PROJECT OUTLAY	4		173,868.93
		03/15/2022	LIQ/INV	008865	210177	190626	02/09/20222	2021		
API	H3146952-52000-1217						CAPITAL PROJECT OUTLAY		60,312.00	
		03/15/2022	W 22MAR2	008300	210073	190627	66193.000			
POL	H3146952-52000-1217						CAPITAL PROJECT OUTLAY	4		60,312.00
		03/15/2022	LIQ/INV	008300	210073	190627	66193.000	2021		
API	A044-41640						AMBULANCE TRANSPORT CHARGES		104.04	
		03/15/2022	W 22MAR2	009088		190629	JOHN LAVADA			
API	H3638332-52000-1249						CAPITAL PROJECT OUTLAY		38,475.00	
		03/15/2022	W 22MAR2	007207	171586	190630	RFP 2017-05			
POL	H3638332-52000-1249						CAPITAL PROJECT OUTLAY	4		38,475.00
		03/15/2022	LIQ/INV	007207	171586	190630	RFP 2017-05	2017		
API	H3638332-52000-1249						CAPITAL PROJECT OUTLAY		91,000.00	
		03/15/2022	W 22MAR2	007207	210571	190631	ADDENDUM ONE			
POL	H3638332-52000-1249						CAPITAL PROJECT OUTLAY	4		91,000.00
		03/15/2022	LIQ/INV	007207	210571	190631	ADDENDUM ONE	2021		
API	H3638332-52000-1261						CAPITAL PROJECT OUTLAY	Y	132,152.79	
		03/15/2022	W 22MAR2	007207		190633				
API	A3051414-54720						SERVICE CONTRACTS - PROF SERV		39.06	
		03/15/2022	W 22MAR2	009071	220083	190634	42361			
POL	A3051414-54720						SERVICE CONTRACTS - PROF SERV	4		39.06
		03/15/2022	LIQ/INV	009071	220083	190634	42361	2022		
API	A3567142-52200						OFFICE EQUIPMENT		39.39	
		03/15/2022	W 22MAR2	000764	210576	190635	EQUIPMENT			
POL	A3567142-52200						OFFICE EQUIPMENT	4		39.36
		03/15/2022	LIQ/INV	000764	210576	190635	EQUIPMENT	2021		
API	A3143124-54160						UNIFORMS		276.36	
		03/15/2022	W 22MAR2	006641		190636	CLOTHING REIMB			
API	A3051414-54490						GENERAL ADVERTISING		50.00	
		03/15/2022	W 22MAR2	005853		190637	CITYSRATO			
API	A3021314-54720						SERVICE CONTRACTS - PROF SERV		50.00	
		03/15/2022	W 22MAR2	005853		190638	SARAFINANC			
API	A3143124-54720						SERVICE CONTRACTS - PROF SERV		50.00	
		03/15/2022	W 22MAR2	005853		190639	9082			
API	A3051414-54250						CONFERENCE REGISTRATION		57.01	
		03/15/2022	W 22MAR2	009082		190640	NYCOMREIMB			
API	A3051414-54250						CONFERENCE REGISTRATION		238.22	
		03/15/2022	W 22MAR2	009082		190641	NYCOM REIMB			
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		1,150.01	
		03/15/2022	W 22MAR2	004852		190642	296658			
API	A3021694-54220						TRAVEL		29.72	
		03/15/2022	W 22MAR2	004618		190643	MILEAGE			

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3143414-54720	03/15/2022 W	22MAR2	001155		190644	SERVICE CONTRACTS - PROF SERV 6910-18297756-001		537.00	
API	A3021694-54740	03/15/2022 W	22MAR2	008873	220081	190645	SERVICE CONTRACTS - EQUIPMENT B11184		5,804.06	
POL	A3021694-54740	03/15/2022 LIQ/INV		008873	220081	190645	SERVICE CONTRACTS - EQUIPMENT 4 B11184 2022			5,804.06
API	E3577164-54792	03/15/2022 W	22MAR2	003203		190646	MISCELLANEOUS 776672317818429		74.90	
API	A3143314-54332	03/15/2022 W	22MAR2	002858		190647	MATERIALS & REPAIRS TRAFFIC LT 02/28/2022		51.81	
API	A3143124-54570	03/15/2022 W	22MAR2	007515		190648	TRAINING REIMBURSEMENT		470.00	
API	A3567144-54740	03/15/2022 W	22MAR2	000172		190649	SERVICE CONTRACTS - EQUIPMENT SSCI15		224.40	
API	A3021694-54720	03/15/2022 W	22MAR2	008753		190650	SERVICE CONTRACTS - PROF SERV V2557029		11,065.95	
API	A3021694-54740	03/15/2022 W	22MAR2	008753		190650	SERVICE CONTRACTS - EQUIPMENT V2557029		15,949.55	
API	A3143414-54720	03/15/2022 W	22MAR2	009063		190651	SERVICE CONTRACTS - PROF SERV SUBSCRIPTION		1,537.26	
API	E3577164-54201	03/15/2022 W	22MAR2	000175		190652	BUSINESS EXPENSE/SALES 02/23/2022		350.00	
API	A3021692-52230	03/15/2022 W	22MAR2	000001		190653	HARDWARE J. CORNICK		2.75	
API	A3143414-54510	03/15/2022 W	22MAR2	007561	220275	190654	REPAIRS & MAINTENANCE VEHICLE 2107		1,357.72	
POL	A3143414-54510	03/15/2022 LIQ/INV		007561	220275	190654	REPAIRS & MAINTENANCE VEHICLE 4 2107 2022			1,357.72
API	A3051354-54720	03/15/2022 W	22MAR2	004899	210017	190655	SERVICE CONTRACTS - PROF SERV 77548		679.50	
POL	A3051354-54720	03/15/2022 LIQ/INV		004899	210017	190655	SERVICE CONTRACTS - PROF SERV 4 77548 2021			679.50
API	A3143124-54610	03/15/2022 W	22MAR2	008264		190656	REPAIRS & MAINTENANCE BUILDING CLOTHING REIMB		107.99	
API	F3638334-54180	03/15/2022 W	22MAR2	003084		190657	OTHER SUPPLIES 57289		95.84	
API	A3638564-54520	03/15/2022 W	22MAR2	002421		190658	GAS & OIL 1003133		118.44	
API	A3143124-54160	03/15/2022 W	22MAR2	000198		190659	UNIFORMS 1001581618		29.37	
API	A3143124-54160	03/15/2022 W	22MAR2	000198	210342	190660	UNIFORMS uniform/krappman		44.21	
POL	A3143124-54160	03/15/2022 LIQ/INV		000198	210342	190660	UNIFORMS 4 uniform/krappman 2021			44.21
API	A3143124-54160	03/15/2022 W	22MAR2	000198	210494	190661	UNIFORMS 020117966		57.01	
POL	A3143124-54160	03/15/2022 LIQ/INV		000198	210494	190661	UNIFORMS 4 020117966 2021			57.01
API	A3143124-54160						UNIFORMS		70.00	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		03/15/2022	W 22MAR2	000198	210355	190663	UNIFORM/BRISCOE			
POL	A3143124-54160						UNIFORMS	4		70.00
		03/15/2022	LIQ/INV	000198	210355	190663	UNIFORM/BRISCOE	2021		
API	A3143124-54160						UNIFORMS		109.00	
		03/15/2022	W 22MAR2	000198	210494	190664	020257681			
POL	A3143124-54160						UNIFORMS	4		109.00
		03/15/2022	LIQ/INV	000198	210494	190664	020257681	2021		
API	A3143124-54160						UNIFORMS		110.00	
		03/15/2022	W 22MAR2	000198	210460	190665	020318367			
POL	A3143124-54160						UNIFORMS	4		110.00
		03/15/2022	LIQ/INV	000198	210460	190665	020318367	2021		
API	A3143124-54160						UNIFORMS		111.35	
		03/15/2022	W 22MAR2	000198	220028	190666	UNIFORM/WARFIELD			
POL	A3143124-54160						UNIFORMS	4		111.35
		03/15/2022	LIQ/INV	000198	220028	190666	UNIFORM/WARFIELD	2022		
API	A3143624-54160						UNIFORMS		182.75	
		03/15/2022	W 22MAR2	000198	220238	190667	020422569			
POL	A3143624-54160						UNIFORMS	4		182.75
		03/15/2022	LIQ/INV	000198	220238	190667	020422569	2022		
API	A3143124-54160						UNIFORMS		281.39	
		03/15/2022	W 22MAR2	000198	210494	190668	UNIFORMS/NEW RECRUITS			
POL	A3143124-54160						UNIFORMS	4		281.39
		03/15/2022	LIQ/INV	000198	210494	190668	UNIFORMS/NEW RECRUITS	2021		
API	A3143124-54160						UNIFORMS		323.36	
		03/15/2022	W 22MAR2	000198	220024	190669	UNIFORM/CATONE			
POL	A3143124-54160						UNIFORMS	4		323.36
		03/15/2022	LIQ/INV	000198	220024	190669	UNIFORM/CATONE	2022		
API	A3143124-54160						UNIFORMS		353.13	
		03/15/2022	W 22MAR2	000198		190670	020351514			
API	A3143124-54160						UNIFORMS		384.42	
		03/15/2022	W 22MAR2	000198		190671	020247345			
API	A3143124-54160						UNIFORMS		528.48	
		03/15/2022	W 22MAR2	000198	210494	190672	UNIFORMS/NEW RECRUITS			
POL	A3143124-54160						UNIFORMS	4		528.48
		03/15/2022	LIQ/INV	000198	210494	190672	UNIFORMS/NEW RECRUITS	2021		
API	F3638334-54610						REPAIRS & MAINTENANCE BUILDING		29.40	
		03/15/2022	W 22MAR2	000189		190674	800013294			
API	F3638334-54180						OTHER SUPPLIES		31.33	
		03/15/2022	W 22MAR2	000189		190675	800013294			
API	A3143312-52802						TOOLS & EQUIPMENT		137.96	
		03/15/2022	W 22MAR2	000189		190676	845177179			
API	A3051414-54490						GENERAL ADVERTISING		42.51	
		03/15/2022	W 22MAR2	000376		190677	FORTY TWO AND FIFTY ONE CENTS			
API	F3638334-54180						OTHER SUPPLIES		171.66	
		03/15/2022	W 22MAR2	000199		190678	015432			
API	A046-42051						REC PROG CLINIC FEES		213.00	
		03/15/2022	W 22MAR2	008885		190679	PICKELBALL			
API	A3143124-54160						UNIFORMS		69.94	
		03/15/2022	W 22MAR2	008178		190680	CLOTHING REIMB			

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API	A3143124-54140	03/15/2022 W	22MAR2	002439		190682	JANITORIAL SUPPLIES 712642		42.77	
API	A3031624-54610	03/15/2022 W	22MAR2	002439		190683	REPAIRS & MAINTENANCE BUILDING 6035322504016258		50.52	
API	A3335014-54510	03/15/2022 W	22MAR2	007831	220018	190685	REPAIRS & MAINTENANCE VEHICLE 11534		554.69	
POL	A3335014-54510	03/15/2022 LIQ/INV	22MAR2	007831	220018	190685	REPAIRS & MAINTENANCE VEHICLE 4 11534 2022			554.69
API	A3143314-54390	03/15/2022 W	22MAR2	002439		190686	MAINTENANCE SUPPLIES 886609		68.40	
API	A3143124-54180	03/15/2022 W	22MAR2	002439		190687	OTHER SUPPLIES SSPD		76.79	
API	A3143124-54140	03/15/2022 W	22MAR2	002439		190688	JANITORIAL SUPPLIES 712642		79.62	
API	A3143414-54330	03/15/2022 W	22MAR2	002439		190689	REPAIRS & MAINTENANCE EQUIPMEN 879234		300.74	
API	A3143414-54200	03/15/2022 W	22MAR2	002439		190690	HOUSE SUPPLIES 879234		302.70	
API	A3143124-54510	03/15/2022 W	22MAR2	002747		190691	REPAIRS & MAINTENANCE VEHICLE 0038412		1,560.00	
API	A3143124-54720	03/15/2022 W	22MAR2	005000		190692	SERVICE CONTRACTS - PROF SERV 00900717		1,225.00	
API	A3143124-54160	03/15/2022 W	22MAR2	001980		190694	UNIFORMS REIMBURSMENET		162.35	
API	F3638332-52300	03/15/2022 W	22MAR2	005276		190695	MISCELLANEOUS EQUIPMENT DPW		2,511.40	
API	A3143124-54160	03/15/2022 W	22MAR2	006230		190696	UNIFORMS REIMBURSEMENT		119.99	
API	E3577164-54140	03/15/2022 W	22MAR2	004089	210492	190697	JANITORIAL SUPPLIES 32538		525.00	
POL	E3577164-54140	03/15/2022 LIQ/INV	22MAR2	004089	210492	190697	JANITORIAL SUPPLIES 4 32538 2021			525.00
API	A3143312-52802	03/15/2022 W	22MAR2	007024		190698	TOOLS & EQUIPMENT 001340		1,201.66	
API	A3143124-54510	03/15/2022 W	22MAR2	007024		190698	REPAIRS & MAINTENANCE VEHICLE 001340		85.34	
API	A3031444-54725	03/15/2022 W	22MAR2	004940	220240	190700	SERVICE CONTRACTS ENGINEERING TASK ORDER 2		1,046.00	
POL	A3031444-54725	03/15/2022 LIQ/INV	22MAR2	004940	220240	190700	SERVICE CONTRACTS ENGINEERING 4 TASK ORDER 2 2022			1,046.00
API	A3143124-54110	03/15/2022 W	22MAR2	008657		190701	OFFICE SUPPLIES 9020501956		.75	
API	A3143124-54570	03/15/2022 W	22MAR2	009089		190705	TRAINING TRAINING		240.00	
API	A3143122-52200	03/15/2022 W	22MAR2	006188		190706	OFFICE EQUIPMENT 2/17/20222		875.00	
API	A3335124-54510	03/15/2022 W	22MAR2	008168		190707	REPAIRS & MAINTENANCE VEHICLE 5873550		62.37	
API	A3031624-54720						SERVICE CONTRACTS - PROF SERV		28.50	

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		03/15/2022	W 22MAR2	000270	220037	190708	0019123			
POL	A3031624-54720						SERVICE CONTRACTS - PROF SERV	4		28.50
		03/15/2022	LIQ/INV	000270	220037	190708	0019123	2022		
API	A3031594-54720						SERVICE CONTRACTS - PROF SERV		28.50	
		03/15/2022	W 22MAR2	000270	220037	190709	0019185			
POL	A3031594-54720						SERVICE CONTRACTS - PROF SERV	4		28.50
		03/15/2022	LIQ/INV	000270	220037	190709	0019185	2022		
API	A3031634-54720						VCSERVICE CONTRACTS - PROF SER		38.50	
		03/15/2022	W 22MAR2	000270	220037	190710	0019119			
POL	A3031634-54720						VCSERVICE CONTRACTS - PROF SER	4		38.50
		03/15/2022	LIQ/INV	000270	220037	190710	0019119	2022		
API	A3537214-54720						SERVICE CONTRACTS - PROF SERV		38.50	
		03/15/2022	W 22MAR2	000270	220037	190711	0019121			
POL	A3537214-54720						SERVICE CONTRACTS - PROF SERV	4		38.50
		03/15/2022	LIQ/INV	000270	220037	190711	0019121	2022		
API	A3567194-54720-3000						SERVICE CONTRACTS - PROF SERV		68.50	
		03/15/2022	W 22MAR2	000270	220037	190712	0019117			
POL	A3567194-54720-3000						SERVICE CONTRACTS - PROF SERV	4		68.50
		03/15/2022	LIQ/INV	000270	220037	190712	0019117	2022		
API	A3567174-54720-3000						SERVICE CONTRACTS - PROF SERV		77.00	
		03/15/2022	W 22MAR2	000270	220037	190713	0019138			
POL	A3567174-54720-3000						SERVICE CONTRACTS - PROF SERV	4		77.00
		03/15/2022	LIQ/INV	000270	220037	190713	0019138	2022		
API	A3537114-54720						SERVICE CONTRACTS - PROF SERV		105.50	
		03/15/2022	W 22MAR2	000270	220037	190714	0019122			
POL	A3537114-54720						SERVICE CONTRACTS - PROF SERV	4		105.50
		03/15/2022	LIQ/INV	000270	220037	190714	0019122	2022		
API	G3638124-54331						REPAIRS & MAINTENANCE PUMPS		393.50	
		03/15/2022	W 22MAR2	000270	220037	190717	0306163-IN			
POL	G3638124-54331						REPAIRS & MAINTENANCE PUMPS	4		393.50
		03/15/2022	LIQ/INV	000270	220037	190717	0306163-IN	2022		
API	A3567174-54173						JR SLUGGERS SUPPLIES		222.00	
		03/15/2022	W 22MAR2	007706		190718	02/18/2022			
API	A3567174-546823						SPORT SUPPLIES		390.00	
		03/15/2022	W 22MAR2	007706		190718	02/18/2022			
API	A3143412-52610						FIREFIGHTERS EQUIPMENT		36.00	
		03/15/2022	W 22MAR2	004407	210577	190719	C35875			
POL	A3143412-52610						FIREFIGHTERS EQUIPMENT	4		36.00
		03/15/2022	LIQ/INV	004407	210577	190719	C35875	2021		
API	A3143412-52601						FIRE EQUIPMENT		600.69	
		03/15/2022	W 22MAR2	004407	220284	190720	SUPPLIES			
POL	A3143412-52601						FIRE EQUIPMENT	4		600.69
		03/15/2022	LIQ/INV	004407	220284	190720	SUPPLIES	2022		
API	A3143412-52610						FIREFIGHTERS EQUIPMENT		885.34	
		03/15/2022	W 22MAR2	004407	210577	190721	EQUIPMENT			
POL	A3143412-52610						FIREFIGHTERS EQUIPMENT	4		885.34
		03/15/2022	LIQ/INV	004407	210577	190721	EQUIPMENT	2021		
API	A3143122-52400						VEHICLES		33,164.97	
		03/15/2022	W 22MAR2	004676	210357	190722	63780			

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POL	A3143122-52400	03/15/2022	LIQ/INV	004676	210357	190722	VEHICLES 63780	4 2021		33,164.97
API	A3638564-54510	03/15/2022	W 22MAR2	000386	220259	190723	REPAIRS & MAINTENANCE VEHICLE 6017550		3,882.03	
POL	A3638564-54510	03/15/2022	LIQ/INV	000386	220259	190723	REPAIRS & MAINTENANCE VEHICLE 6017550	4 2022		3,882.03
API	A3143314-54510	03/15/2022	W 22MAR2	008691		190724	REPAIRS & MAINTENANCE VEHICLE 19164		170.00	
API	G3638124-54510	03/15/2022	W 22MAR2	005237	220030	190726	REPAIRS & MAINTENANCE VEHICLE 200008505		4.61	
POL	G3638124-54510	03/15/2022	LIQ/INV	005237	220030	190726	REPAIRS & MAINTENANCE VEHICLE 200008505	4 2022		4.61
API	A3567174-54510-3000	03/15/2022	W 22MAR2	005237	220030	190727	REPAIRS & MAINTENANCE VEHICLE 4305		44.46	
POL	A3567174-54510-3000	03/15/2022	LIQ/INV	005237	220030	190727	REPAIRS & MAINTENANCE VEHICLE 4305	4 2022		44.46
API	G3638124-54510	03/15/2022	W 22MAR2	005237	220030	190728	REPAIRS & MAINTENANCE VEHICLE 4305		89.24	
POL	G3638124-54510	03/15/2022	LIQ/INV	005237	220030	190728	REPAIRS & MAINTENANCE VEHICLE 4305	4 2022		89.24
API	A3143124-54510	03/15/2022	W 22MAR2	005237		190730	REPAIRS & MAINTENANCE VEHICLE 4310		3,476.79	
API	A3143314-54510	03/15/2022	W 22MAR2	005237		190730	REPAIRS & MAINTENANCE VEHICLE 4310		41.84	
API	A3143414-54510	03/15/2022	W 22MAR2	005237		190730	REPAIRS & MAINTENANCE VEHICLE 4310		732.10	
API	A3113624-54110	03/15/2022	W 22MAR2	006512		190731	OFFICE SUPPLIES \CS05		9.38	
API	A3618684-54740	03/15/2022	W 22MAR2	006512		190731	SERVICE CONTRACTS - EQUIPMENT \CS05		66.64	
API	E3577164-54720	03/15/2022	W 22MAR2	006512		190732	SERVICE CONTRACTS - PROF SERV SS14		101.55	
API	A3051354-54230	03/15/2022	W 22MAR2	000517		190733	DUES ETHICS MORAN	Y	110.00	
API	A3051414-54573	03/15/2022	W 22MAR2	005336		190734	RISK-SAFETY PROGRAMMING 100103637		272.35	
API	A3113624-54725	03/15/2022	W 22MAR2	009083		190735	SERVICE CONTRACTS ENGINEERING REFUND		1,100.00	
API	A3143014-54250	03/15/2022	W 22MAR2	000305		190736	CONFERENCE REGISTRATION 02/23/2022		190.00	
API	A3143124-54570	03/15/2022	W 22MAR2	000300		190737	TRAINING S. COROKS 3911		325.00	
API	A3031494-54110	03/15/2022	W 22MAR2	002842		190738	OFFICE SUPPLIES AMUSEMENT DEVICE		100.00	
API	A3143124-54720	03/15/2022	W 22MAR2	003602		190739	SERVICE CONTRACTS - PROF SERV 35149		87.37	
API	H3567142-52000-1110	03/15/2022	W 22MAR2	008452	200330	190740	CAPITAL PROJECT OUTLAY 022522		2,537.50	
POL	H3567142-52000-1110						CAPITAL PROJECT OUTLAY	4		2,537.50

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API	A3021694-54730	03/15/2022	LIQ/INV	008452	200330	190740	022522	2020		
							SERVICE CONTRACTS MAINTENANCE		386.10	
API	A3143124-54740	03/15/2022	W 22MAR2	000328		190741	0011554268			
							SERVICE CONTRACTS - EQUIPMENT		44.56	
API	A3143124-54740	03/15/2022	W 22MAR2	006294		190742	02/15/2022			
							SERVICE CONTRACTS - EQUIPMENT		665.00	
API	A3567174-54170	03/15/2022	W 22MAR2	006294		190743	(MA)SARAT,SP			
							SPORTS SUPPLIES		6.98	
API	A3021314-54740	03/15/2022	W 22MAR2	000331		190744	AR002039			
							SERVICE CONTRACTS - EQUIPMENT		505.65	
API	A3143124-54740	03/15/2022	W 22MAR2	008845		190745	00402766			
							SERVICE CONTRACTS - EQUIPMENT		68.76	
API	A3143124-54740	03/15/2022	W 22MAR2	000223		190746	4681158			
							SERVICE CONTRACTS - EQUIPMENT		14.06	
API	A3143124-54740	03/15/2022	W 22MAR2	000223		190747	4681158			
							SERVICE CONTRACTS - EQUIPMENT		203.53	
API	A3143124-54740	03/15/2022	W 22MAR2	000223		190748	4681158			
							SERVICE CONTRACTS - EQUIPMENT		9.73	
API	A3031654-54610	03/15/2022	W 22MAR2	000223		190748	4681158			
							REPAIRS & MAINTENANCE BUILDING		25.00	
API	A3031444-54725	03/15/2022	W 22MAR2	000873		190749	02/17/20222			
							SERVICE CONTRACTS ENGINEERING		815.00	
POL	A3031444-54725	03/15/2022	LIQ/INV	004940	210267	190750	REFUND			
							SERVICE CONTRACTS ENGINEERING	4		815.00
API	A3031654-54180	03/15/2022	W 22MAR2	000359		190750	REFUND	2021		
							OTHER SUPPLIES		454.94	
API	A3335014-54160	03/15/2022	W 22MAR2	000359		190751	CI27901			
							UNIFORMS		44.99	
POL	A3335014-54160	03/15/2022	LIQ/INV	001857	220232	190752	PANTS/SMITH			
							UNIFORMS	4		200.00
API	A3638564-54160	03/15/2022	W 22MAR2	001857	220232	190752	PANTS/SMITH	2022		
							UNIFORMS		49.99	
POL	A3638564-54160	03/15/2022	LIQ/INV	001857	220188	190753	PANTS/ROCCHIO			
							UNIFORMS	4		200.00
API	A3335124-54160	03/15/2022	W 22MAR2	001857	220188	190753	PANTS/ROCCHIO	2022		
							UNIFORMS		56.99	
POL	A3335124-54160	03/15/2022	LIQ/INV	001857	220096	190754	BOOTS/GARY			
							UNIFORMS	4		200.00
API	A3031654-54160	03/15/2022	W 22MAR2	001857	220096	190754	BOOTS/GARY	2022		
							UNIFORMS		84.89	
POL	A3031654-54160	03/15/2022	LIQ/INV	001857	220175	190755	PANTS/HILIKER			
							UNIFORMS	4		200.00
API	A3335014-54160	03/15/2022	W 22MAR2	001857	220175	190755	PANTS/HILIKER	2022		
							UNIFORMS		101.99	
POL	A3335014-54160	03/15/2022	LIQ/INV	001857	220182	190756	BOOTS/SMITH			
							UNIFORMS	4		200.00
API	A3638564-54160	03/15/2022	W 22MAR2	001857	220182	190756	BOOTS/SMITH	2022		
							UNIFORMS		154.95	
							BOOTS/IRELAND			

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POL	A3638564-54160						UNIFORMS	4		200.00
	03/15/2022	LIQ/INV		001857	220189	190757	BOOTS/IRELAND	2022		
API	A3335014-54160						UNIFORMS		164.96	
	03/15/2022	W 22MAR2		001857	220212	190758	PANTS/MCLELLAN			
POL	A3335014-54160						UNIFORMS	4		200.00
	03/15/2022	LIQ/INV		001857	220212	190758	PANTS/MCLELLAN	2022		
API	A3537114-54160						UNIFORMS		164.98	
	03/15/2022	W 22MAR2		001857	220132	190759	BOOTS/BENSON			
POL	A3537114-54160						UNIFORMS	4		200.00
	03/15/2022	LIQ/INV		001857	220132	190759	BOOTS/BENSON	2022		
API	A3567144-54160-3000						UNIFORMS		174.96	
	03/15/2022	W 22MAR2		001857	220125	190760	PANTS/CARPENTER			
POL	A3567144-54160-3000						UNIFORMS	4		200.00
	03/15/2022	LIQ/INV		001857	220125	190760	PANTS/CARPENTER	2022		
API	A3031624-54160						UNIFORMS		174.99	
	03/15/2022	W 22MAR2		001857	220141	190761	BOOTS/DEGEN			
POL	A3031624-54160						UNIFORMS	4		200.00
	03/15/2022	LIQ/INV		001857	220141	190761	BOOTS/DEGEN	2022		
API	A3335014-54160						UNIFORMS		175.99	
	03/15/2022	W 22MAR2		001857	220231	190762	BOOTS/MCLELLAN			
POL	A3335014-54160						UNIFORMS	4		200.00
	03/15/2022	LIQ/INV		001857	220231	190762	BOOTS/MCLELLAN	2022		
API	A3335124-54160						UNIFORMS		179.96	
	03/15/2022	W 22MAR2		001857	220088	190763	PANTS/DUMORTIER			
POL	A3335124-54160						UNIFORMS	4		200.00
	03/15/2022	LIQ/INV		001857	220088	190763	PANTS/DUMORTIER	2022		
API	A3335014-54160						UNIFORMS		179.96	
	03/15/2022	W 22MAR2		001857	220234	190764	PANTS/WHEELLOCK			
POL	A3335014-54160						UNIFORMS	4		200.00
	03/15/2022	LIQ/INV		001857	220234	190764	PANTS/WHEELLOCK	2022		
API	A3031654-54160						UNIFORMS		179.98	
	03/15/2022	W 22MAR2		001857	220153	190765	PANTS/STARING			
POL	A3031654-54160						UNIFORMS	4		200.00
	03/15/2022	LIQ/INV		001857	220153	190765	PANTS/STARING	2022		
API	A3335124-54160						UNIFORMS		184.96	
	03/15/2022	W 22MAR2		001857	220090	190766	PANTS/GARY			
POL	A3335124-54160						UNIFORMS	4		200.00
	03/15/2022	LIQ/INV		001857	220090	190766	PANTS/GARY	2022		
API	A3537114-54160						UNIFORMS		189.95	
	03/15/2022	W 22MAR2		001857	220142	190767	PANTS/BENSON			
POL	A3537114-54160						UNIFORMS	4		200.00
	03/15/2022	LIQ/INV		001857	220142	190767	PANTS/BENSON	2022		
API	A3638564-54160						UNIFORMS		189.95	
	03/15/2022	W 22MAR2		001857	220190	190768	BOOTS/LASHOMB			
POL	A3638564-54160						UNIFORMS	4		200.00
	03/15/2022	LIQ/INV		001857	220190	190768	BOOTS/LASHOMB	2022		
API	A3031624-54160						UNIFORMS		194.95	
	03/15/2022	W 22MAR2		001857	220147	190769	PANTS/DEGEN			
POL	A3031624-54160						UNIFORMS	4		200.00

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		03/15/2022	LIQ/INV	001857	220147	190769	PANTS/DEGEN	2022		
API	A3335014-54160						UNIFORMS		194.96	
		03/15/2022	W 22MAR2	001857	220220	190770	PANTS/RYALL			
POL	A3335014-54160						UNIFORMS	4		200.00
		03/15/2022	LIQ/INV	001857	220220	190770	PANTS/RYALL	2022		
API	A3335014-54160						UNIFORMS		199.96	
		03/15/2022	W 22MAR2	001857	220217	190771	PANTS/OLDER			
POL	A3335014-54160						UNIFORMS	4		200.00
		03/15/2022	LIQ/INV	001857	220217	190771	PANTS/OLDER	2022		
API	A3335124-54160						UNIFORMS		199.99	
		03/15/2022	W 22MAR2	001857	220094	190772	BOOTS/DUMORTIER			
POL	A3335124-54160						UNIFORMS	4		200.00
		03/15/2022	LIQ/INV	001857	220094	190772	BOOTS/DUMORTIER	2022		
API	A3638564-54160						UNIFORMS		200.00	
		03/15/2022	W 22MAR2	001857	220186	190773	PANTS/IRELAND			
POL	A3638564-54160						UNIFORMS	4		200.00
		03/15/2022	LIQ/INV	001857	220186	190773	PANTS/IRELAND	2022		
API	A3335014-54160						UNIFORMS		200.00	
		03/15/2022	W 22MAR2	001857	220134	190774	PANTS/GREEN			
POL	A3335014-54160						UNIFORMS	4		200.00
		03/15/2022	LIQ/INV	001857	220134	190774	PANTS/GREEN	2022		
API	A3638564-54160						UNIFORMS		200.00	
		03/15/2022	W 22MAR2	001857	220206	190775	BOOTS/ROCCHIO			
POL	A3638564-54160						UNIFORMS	4		200.00
		03/15/2022	LIQ/INV	001857	220206	190775	BOOTS/ROCCHIO	2022		
API	A3031624-54160						UNIFORMS		200.00	
		03/15/2022	W 22MAR2	001857	220148	190776	PANTS/BROWN			
POL	A3031624-54160						UNIFORMS	4		200.00
		03/15/2022	LIQ/INV	001857	220148	190776	PANTS/BROWN	2022		
API	A3031624-54160						UNIFORMS		200.00	
		03/15/2022	W 22MAR2	001857	220152	190777	BOOT/BROWN			
POL	A3031624-54160						UNIFORMS	4		200.00
		03/15/2022	LIQ/INV	001857	220152	190777	BOOT/BROWN	2022		
API	A3031654-54160						UNIFORMS		200.00	
		03/15/2022	W 22MAR2	001857	220138	190778	PANTS/BUTTERFIELD			
POL	A3031654-54160						UNIFORMS	4		200.00
		03/15/2022	LIQ/INV	001857	220138	190778	PANTS/BUTTERFIELD	2022		
API	A3335014-54160						UNIFORMS		200.00	
		03/15/2022	W 22MAR2	001857	220184	190779	BOOTS/WHEELLOCK			
POL	A3335014-54160						UNIFORMS	4		200.00
		03/15/2022	LIQ/INV	001857	220184	190779	BOOTS/WHEELLOCK	2022		
API	A3031654-54160						UNIFORMS		200.00	
		03/15/2022	W 22MAR2	001857	220165	190780	BOOTS/HARRINGTON			
POL	A3031654-54160						UNIFORMS	4		200.00
		03/15/2022	LIQ/INV	001857	220165	190780	BOOTS/HARRINGTON	2022		
API	A3335014-54160						UNIFORMS		200.00	
		03/15/2022	W 22MAR2	001857	220223	190781	BOOTS/OLDER			
POL	A3335014-54160						UNIFORMS	4		200.00
		03/15/2022	LIQ/INV	001857	220223	190781	BOOTS/OLDER	2022		

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API	A3031654-54160	03/15/2022 W	22MAR2	001857	220163	190782	UNIFORMS BOOTS/HILLIKER		200.00	
POL	A3031654-54160	03/15/2022 LIQ/INV		001857	220163	190782	UNIFORMS BOOTS/HILLIKER	4 2022		200.00
API	A3567144-54160-3000	03/15/2022 W	22MAR2	001857	220112	190783	UNIFORMS BOOTS/CARPENTER		200.00	
POL	A3567144-54160-3000	03/15/2022 LIQ/INV		001857	220112	190783	UNIFORMS BOOTS/CARPENTER	4 2022		200.00
API	A3335014-54160	03/15/2022 W	22MAR2	001857	220222	190784	UNIFORMS BOOTS/GREEN		200.00	
POL	A3335014-54160	03/15/2022 LIQ/INV		001857	220222	190784	UNIFORMS BOOTS/GREEN	4 2022		200.00
API	G3638114-54160	03/15/2022 W	22MAR2	001857	220106	190785	UNIFORMS PANTS/DELANEY		200.00	
POL	G3638114-54160	03/15/2022 LIQ/INV		001857	220106	190785	UNIFORMS PANTS/DELANEY	4 2022		200.00
API	A3051414-54740	03/15/2022 W	22MAR2	002149		190786	SERVICE CONTRACTS - EQUIPMENT 03/08/2022		560.00	
API	A3143124-54720	03/15/2022 W	22MAR2	006943		190787	SERVICE CONTRACTS - PROF SERV SSPD		207.20	
API	A3031624-54180	03/15/2022 W	22MAR2	000368		190788	OTHER SUPPLIES OM_SARSPPUB		645.00	
API	A3537114-54180	03/15/2022 W	22MAR2	000371		190789	OTHER SUPPLIES 4345		251.11	
API	A3143412-52610	03/15/2022 W	22MAR2	000014		190790	FIREFIGHTERS EQUIPMENT EQUIPMENT REIMBURSEMENT		1,000.00	
API	A3143122-52620	03/15/2022 W	22MAR2	000015		190791	POLICE EQUIPMENT EQUIPMENT REIMBURSEMENT		1,000.00	
API	A3143124-54830	03/15/2022 W	22MAR2	005557		190792	SPECIAL INVESTIGATIONS SPECIAL INVESTIGATION FUND		7,500.00	
API	A3567154-54600	03/15/2022 W	22MAR2	004701		190793	ADVERTISING 2529		160.00	
API	H3031492-52000-1141	03/15/2022 W	22MAR2	002787	210180	190794	CAPITAL PROJECT OUTLAY 5000032110		31,675.94	
POL	H3031492-52000-1141	03/15/2022 LIQ/INV		002787	210180	190794	CAPITAL PROJECT OUTLAY 5000032110	4 2021		31,675.94
API	A3031624-54610	03/15/2022 W	22MAR2	002787		190796	REPAIRS & MAINTENANCE BUILDING 5000230473		782.12	
API	A3031624-54610	03/15/2022 W	22MAR2	002787		190797	REPAIRS & MAINTENANCE BUILDING 5000230473		519.26	
API	A3537114-54140	03/15/2022 W	22MAR2	006755		190798	JANITORIAL SUPPLIES 02/16/2022		176.63	
API	A3021314-54110	03/15/2022 W	22MAR2	002237		190799	OFFICE SUPPLIES RCH 1016990		23.15	
API	A3143014-54110	03/15/2022 W	22MAR2	002237		190800	OFFICE SUPPLIES 1005296		27.68	
API	A3143124-54180	03/15/2022 W	22MAR2	002237		190800	OTHER SUPPLIES 1005296		77.06	
API	A3143124-54180						OTHER SUPPLIES		240.52	

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		03/15/2022	W 22MAR2	002237		190800	1005296			
API	A3143124-54720	03/15/2022	W 22MAR2	000806		190802	SERVICE CONTRACTS - PROF SERV		85.00	
		03/15/2022	W 22MAR2				R240476			
API	A3638184-54180	03/15/2022	W 22MAR2	000806	220073	190803	OTHER SUPPLIES		144.00	
		03/15/2022	W 22MAR2				R212004			
POL	A3638184-54180	03/15/2022	LIQ/INV	000806	220073	190803	OTHER SUPPLIES	4		144.00
		03/15/2022	LIQ/INV				R212004	2022		
API	A3335014-54180	03/15/2022	W 22MAR2	000420		190804	OTHER SUPPLIES		338.37	
		03/15/2022	W 22MAR2				02/17/2022			
API	A3143314-54332	03/15/2022	W 22MAR2	005677	210545	190805	MATERIALS & REPAIRS TRAFFIC LT		68.20	
		03/15/2022	W 22MAR2				R24377			
POL	A3143314-54332	03/15/2022	LIQ/INV	005677	210545	190805	MATERIALS & REPAIRS TRAFFIC LT	4		695.00
		03/15/2022	LIQ/INV				R24377	2021		
API	A3143124-54979	03/15/2022	W 22MAR2	008875		190806	HORSE CARE		298.60	
		03/15/2022	W 22MAR2				FEB 2022 SSPD			
API	A3021694-54740	03/15/2022	W 22MAR2	001699		190807	SERVICE CONTRACTS - EQUIPMENT		304.84	
		03/15/2022	W 22MAR2				020946201			
API	A3567194-54720	03/15/2022	W 22MAR2	005997		190808	SERVICE CONTRACTS - PROF SERV		434.00	
		03/15/2022	W 22MAR2				202-904547801-001			
API	A3051354-54720	03/15/2022	W 22MAR2	005846	200001	190810	SERVICE CONTRACTS - PROF SERV		127.50	
		03/15/2022	W 22MAR2				20-146-1LI			
POL	A3051354-54720	03/15/2022	LIQ/INV	005846	200001	190810	SERVICE CONTRACTS - PROF SERV	4		127.50
		03/15/2022	LIQ/INV				20-146-1LI	2020		
API	A3051354-54720	03/15/2022	W 22MAR2	005846	210018	190812	SERVICE CONTRACTS - PROF SERV		425.00	
		03/15/2022	W 22MAR2				ARTICLE 7			
POL	A3051354-54720	03/15/2022	LIQ/INV	005846	210018	190812	SERVICE CONTRACTS - PROF SERV	4		425.00
		03/15/2022	LIQ/INV				ARTICLE 7	2021		
API	A3011914-54773	03/15/2022	W 22MAR2	003723		190813	LIABILITY INSURANCE		37,369.90	
		03/15/2022	W 22MAR2				9874G9063			
API	A3021914-54773	03/15/2022	W 22MAR2	003723		190813	LIABILITY INSURANCE		35,727.80	
		03/15/2022	W 22MAR2				9874G9063			
API	A3031914-54773	03/15/2022	W 22MAR2	003723		190813	LIABILITY INSURANCE		140,770.60	
		03/15/2022	W 22MAR2				9874G9063			
API	A3041914-54773	03/15/2022	W 22MAR2	003723		190813	LIABILITY INSURANCE		130,571.34	
		03/15/2022	W 22MAR2				9874G9063			
API	A3051914-54773	03/15/2022	W 22MAR2	003723		190813	LIABILITY INSURANCE		19,369.16	
		03/15/2022	W 22MAR2				9874G9063			
API	A3061914-54773	03/15/2022	W 22MAR2	003723		190813	LIABILITY INSURANCE		37,233.08	
		03/15/2022	W 22MAR2				9874G9063			
API	A3011474-54773	03/15/2022	W 22MAR2	003723		190813	LIABILITY INSURANCE		17,863.90	
		03/15/2022	W 22MAR2				9874G9063			
API	F3731914-54773	03/15/2022	W 22MAR2	003723		190813	LIABILITY INSURANCE		37,369.90	
		03/15/2022	W 22MAR2				9874G9063			
API	G3731914-54773	03/15/2022	W 22MAR2	003723		190813	LIABILITY INSURANCE		38,738.32	
		03/15/2022	W 22MAR2				9874G9063			
API	A063-42411	03/15/2022	W 22MAR2	005015		190814	RENTAL CASINO CITY HALL DRINK		2,875.00	
		03/15/2022	W 22MAR2				CASINO REIMB			
API	A3021694-54740	03/15/2022	W 22MAR2	007350	210249	190815	SERVICE CONTRACTS - EQUIPMENT		1,305.00	
		03/15/2022	W 22MAR2				37216			

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POL	A3021694-54740						SERVICE CONTRACTS - EQUIPMENT 4			1,305.00
		03/15/2022	LIQ/INV	007350	210249	190815	37216	2021		
API	A3335014-54180						OTHER SUPPLIES		174.09	
		03/15/2022	W 22MAR2	002858		190816	02/28/2022			
API	A3031624-54610						REPAIRS & MAINTENANCE BUILDING		7.20	
		03/15/2022	W 22MAR2	003256	220022	190817	1270241			
POL	A3031624-54610						REPAIRS & MAINTENANCE BUILDING 4			7.20
		03/15/2022	LIQ/INV	003256	220022	190817	1270241	2022		
API	A3031624-54610						REPAIRS & MAINTENANCE BUILDING		7.20	
		03/15/2022	W 22MAR2	003256	220022	190818	1270241			
POL	A3031624-54610						REPAIRS & MAINTENANCE BUILDING 4			7.20
		03/15/2022	LIQ/INV	003256	220022	190818	1270241	2022		
API	A3567174-54610-3000						REPAIRS & MAINTENANCE BUILDING		11.94	
		03/15/2022	W 22MAR2	003256	220022	190819	1270252			
POL	A3567174-54610-3000						REPAIRS & MAINTENANCE BUILDING 4			11.94
		03/15/2022	LIQ/INV	003256	220022	190819	1270252	2022		
API	A3567174-54610-3000						REPAIRS & MAINTENANCE BUILDING		11.94	
		03/15/2022	W 22MAR2	003256	220022	190820	1270252			
POL	A3567174-54610-3000						REPAIRS & MAINTENANCE BUILDING 4			11.94
		03/15/2022	LIQ/INV	003256	220022	190820	1270252	2022		
API	A3567174-54610-3000						REPAIRS & MAINTENANCE BUILDING		11.94	
		03/15/2022	W 22MAR2	003256	220022	190821	1270252			
POL	A3567174-54610-3000						REPAIRS & MAINTENANCE BUILDING 4			11.94
		03/15/2022	LIQ/INV	003256	220022	190821	1270252	2022		
API	A3567174-54610-3000						REPAIRS & MAINTENANCE BUILDING		11.94	
		03/15/2022	W 22MAR2	003256	220022	190822	1270252			
POL	A3567174-54610-3000						REPAIRS & MAINTENANCE BUILDING 4			11.94
		03/15/2022	LIQ/INV	003256	220022	190822	1270252	2022		
API	A3143124-54720						SERVICE CONTRACTS - PROF SERV		32.09	
		03/15/2022	W 22MAR2	003256		190824	1290931			
API	A3537114-54610						REPAIRS & MAINTENANCE BUILDING		45.06	
		03/15/2022	W 22MAR2	003256	220022	190826	1270249			
POL	A3537114-54610						REPAIRS & MAINTENANCE BUILDING 4			45.06
		03/15/2022	LIQ/INV	003256	220022	190826	1270249	2022		
API	A3537114-54610						REPAIRS & MAINTENANCE BUILDING		45.06	
		03/15/2022	W 22MAR2	003256	220022	190827	1270249			
POL	A3537114-54610						REPAIRS & MAINTENANCE BUILDING 4			45.06
		03/15/2022	LIQ/INV	003256	220022	190827	1270249	2022		
API	A3537114-54610						REPAIRS & MAINTENANCE BUILDING		45.06	
		03/15/2022	W 22MAR2	003256	220022	190828	1270249			
POL	A3537114-54610						REPAIRS & MAINTENANCE BUILDING 4			45.06
		03/15/2022	LIQ/INV	003256	220022	190828	1270249	2022		
API	A3031624-54610						REPAIRS & MAINTENANCE BUILDING		67.20	
		03/15/2022	W 22MAR2	003256	220022	190830	1270241			
POL	A3031624-54610						REPAIRS & MAINTENANCE BUILDING 4			67.20
		03/15/2022	LIQ/INV	003256	220022	190830	1270241	2022		
API	A3567194-54170						SPORTS SUPPLIES		1,094.99	
		03/15/2022	W 22MAR2	008954		190831	03/02/2022			
API	A3051414-54671						PHONES & FAX		204.42	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		03/15/2022	W 22MAR2	001831		190832	442028324-00001			
API	A3051414-54671						PHONES & FAX		31.23	
		03/15/2022	W 22MAR2	001831		190833	742065788-00001			
API	A3335124-54510						REPAIRS & MAINTENANCE VEHICLE		99.95	
		03/15/2022	W 22MAR2	005493		190834	1840			
API	A3031654-54210						GARAGE SUPPLIES		145.36	
		03/15/2022	W 22MAR2	005493		190835	1840			
API	E3577164-54201						BUSINESS EXPENSE/SALES		202.28	
		03/15/2022	W 22MAR2	007528		190836	4121265990223856			
API	V3719714-54720						SERVICE CONTRACTS - PROF SERV		450.00	
		03/15/2022	W 22MAR2	001853	220040	190837	106			
POL	V3719714-54720						SERVICE CONTRACTS - PROF SERV	4		450.00
		03/15/2022	LIQ/INV	001853	220040	190837	106	2022		
API	A3143124-54160						UNIFORMS		149.99	
		03/15/2022	W 22MAR2	006415		190838	CLOTHING REIMB			
API	E3577164-54140						JANITORIAL SUPPLIES		398.70	
		03/15/2022	W 22MAR2	003346		190839	C1138768			
API	A3143414-54200						HOUSE SUPPLIES		353.16	
		03/15/2022	W 22MAR2	003346		190840	C1067550			
API	E3577164-54140						JANITORIAL SUPPLIES		76.99	
		03/15/2022	W 22MAR2	003346		190841	C11387685			
API	E3577164-54140						JANITORIAL SUPPLIES		70.96	
		03/15/2022	W 22MAR2	003346		190842	C1138768			
API	E3577164-54110						OFFICE SUPPLIES		167.04	
		03/15/2022	W 22MAR2	003346		190843	C1138768			
API	A3031444-54110						OFFICE SUPPLIES		130.93	
		03/15/2022	W 22MAR2	003346		190844	C1067550			
API	A3113624-54110						OFFICE SUPPLIES		128.44	
		03/15/2022	W 22MAR2	003346		190845	C1067550			
API	A3618684-54110						OFFICE SUPPLIES		41.50	
		03/15/2022	W 22MAR2	003346		190845	C1067550			
API	A3031494-54110						OFFICE SUPPLIES		63.01	
		03/15/2022	W 22MAR2	003346		190846	CM0656261			
API	A3051414-54110						OFFICE SUPPLIES		31.92	
		03/15/2022	W 22MAR2	003346		190847	C2650013			
API	A3031494-54110						OFFICE SUPPLIES		19.95	
		03/15/2022	W 22MAR2	003346		190848	C2650013			
API	A3143414-54110						OFFICE SUPPLIES		13.23	
		03/15/2022	W 22MAR2	003346		190849	C1067550			
API	E3577164-54140						JANITORIAL SUPPLIES		831.75	
		03/15/2022	W 22MAR2	003346		190850	C1138768			
API	G3638114-54180						OTHER SUPPLIES		41.92	
		03/15/2022	W 22MAR2	003346		190851	C1067550			
API	A3143124-54180						OTHER SUPPLIES		79.80	
		03/15/2022	W 22MAR2	003346		190852	C2650013			
API	A3143414-54200						HOUSE SUPPLIES		35.91	
		03/15/2022	W 22MAR2	003346		190852	C2650013			
API	A3638184-54720						SERVICE CONTRACTS - PROF SERV		1,300.00	
		03/15/2022	W 22MAR2	007388	220023	190853	RFP 2021-28			

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
POL	A3638184-54720	03/15/2022	LIQ/INV	007388	220023	190853	SERVICE CONTRACTS - PROF SERV	4		1,300.00
API	E3475654-54672	03/15/2022	W 22MAR2	008702		190854	RFP 2021-28	2022	255.60	
API	A3143412-52610	03/15/2022	W 22MAR2	004870	210499	190855	CREDIT CARD FEES		372.00	
API	A3143412-52610	03/15/2022	W 22MAR2	004870		190855	89279		12.00	
POL	A3143412-52610	03/15/2022	LIQ/INV	004870	210499	190855	FIREFIGHTERS EQUIPMENT	4		372.00
API	A3143124-54160	03/15/2022	W 22MAR2	007844		190856	SARSPR	2021	567.25	
API	A3031634-54610	03/15/2022	W 22MAR2	001973		190857	CLOTHING REIMB		32.40	
API	F3638334-54610	03/15/2022	W 22MAR2	001973		190858	VC REPAIRS & MAINTENANCE BUILD		262.31	
API	G3638124-54180	03/15/2022	W 22MAR2	001973		190859	13696		32.40	
API	A3051414-54110	03/15/2022	W 22MAR2	000070		190860	REPAIRS & MAINTENANCE BUILDING		190.00	
API	A3143424-54180	03/15/2022	W 22MAR2	008876	210190	190863	13696		649.44	
POL	A3143424-54180	03/15/2022	LIQ/INV	008876	210190	190863	OTHER SUPPLIES	4		649.44
API	A3031654-54160	03/15/2022	W 22MAR2	003256	220022	190864	12866FD	2021	29.52	
API	A3031654-54610	03/15/2022	W 22MAR2	003256	220022	190864	UNIFORMS		23.92	
POL	A3031654-54160	03/15/2022	LIQ/INV	003256	220022	190864	1269238	4		29.52
POL	A3031654-54610	03/15/2022	LIQ/INV	003256	220022	190864	REPAIRS & MAINTENANCE BUILDING	2022		23.92
API	A3031654-54160	03/15/2022	W 22MAR2	003256	220022	190865	1269238	2022	32.86	
API	A3031654-54610	03/15/2022	W 22MAR2	003256	220022	190865	UNIFORMS		10.00	
POL	A3031654-54160	03/15/2022	LIQ/INV	003256	220022	190865	REPAIRS & MAINTENANCE BUILDING	4		32.86
POL	A3031654-54610	03/15/2022	LIQ/INV	003256	220022	190865	1269238	2022		10.00
API	A3031654-54160	03/15/2022	W 22MAR2	003256	220022	190866	REPAIRS & MAINTENANCE BUILDING	4	32.86	
API	A3031654-54610	03/15/2022	W 22MAR2	003256	220022	190866	UNIFORMS		23.92	
POL	A3031654-54160	03/15/2022	LIQ/INV	003256	220022	190866	1269238	4		32.86
POL	A3031654-54610	03/15/2022	LIQ/INV	003256	220022	190866	REPAIRS & MAINTENANCE BUILDING	2022		23.92
API	A3031654-54160	03/15/2022	W 22MAR2	003256	220022	190866	1269238	2022	29.52	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		03/15/2022	W 22MAR2	003256	220022	190867	1269238			
API	A3031654-54610	03/15/2022	W 22MAR2	003256	220022	190867	REPAIRS & MAINTENANCE BUILDING		23.92	
POL	A3031654-54160	03/15/2022	LIQ/INV	003256	220022	190867	UNIFORMS	4		29.52
POL	A3031654-54610	03/15/2022	LIQ/INV	003256	220022	190867	REPAIRS & MAINTENANCE BUILDING	4		23.92
API	A3031654-54160	03/15/2022	LIQ/INV	003256	220022	190867	UNIFORMS	2022	32.86	
API	A3031654-54610	03/15/2022	W 22MAR2	003256	220022	190868	REPAIRS & MAINTENANCE BUILDING		23.92	
POL	A3031654-54160	03/15/2022	LIQ/INV	003256	220022	190868	UNIFORMS	4		32.86
POL	A3031654-54610	03/15/2022	LIQ/INV	003256	220022	190868	REPAIRS & MAINTENANCE BUILDING	4		23.92
API	A3031654-54160	03/15/2022	LIQ/INV	003256	220022	190868	UNIFORMS	2022	32.86	
API	A3031654-54610	03/15/2022	W 22MAR2	003256	220022	190869	REPAIRS & MAINTENANCE BUILDING		10.00	
POL	A3031654-54160	03/15/2022	LIQ/INV	003256	220022	190869	UNIFORMS	4		32.86
POL	A3031654-54610	03/15/2022	LIQ/INV	003256	220022	190869	REPAIRS & MAINTENANCE BUILDING	4		10.00
API	A3031654-54160	03/15/2022	LIQ/INV	003256	220022	190869	UNIFORMS	2022	32.86	
API	A3031654-54610	03/15/2022	W 22MAR2	003256	220022	190870	REPAIRS & MAINTENANCE BUILDING		23.92	
POL	A3031654-54160	03/15/2022	LIQ/INV	003256	220022	190870	UNIFORMS	4		32.86
POL	A3031654-54610	03/15/2022	LIQ/INV	003256	220022	190870	REPAIRS & MAINTENANCE BUILDING	4		23.92
API	A3031654-54160	03/15/2022	LIQ/INV	003256	220022	190870	UNIFORMS	2022	32.86	
API	A3031654-54610	03/15/2022	W 22MAR2	003256	220022	190871	REPAIRS & MAINTENANCE BUILDING		10.00	
POL	A3031654-54160	03/15/2022	LIQ/INV	003256	220022	190871	UNIFORMS	4		32.86
POL	A3031654-54610	03/15/2022	LIQ/INV	003256	220022	190871	REPAIRS & MAINTENANCE BUILDING	4		10.00
		03/15/2022	LIQ/INV	003256	220022	190871	1269238	2022		
GENERAL LEDGER TOTAL									1,263,847.34	.00
API	A-2600						ACCOUNTS PAYABLE			616,122.75
API	E-2600						ACCOUNTS PAYABLE			35,638.65
API	F-2600						ACCOUNTS PAYABLE			42,113.79

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API G-2600		03/15/2022	W 22MAR2	B	3505		ACCOUNTS PAYABLE			39,499.99
API H-2600		03/15/2022	W 22MAR2	B	3505		ACCOUNTS PAYABLE			530,022.16
API V-2600		03/15/2022	W 22MAR2	B	3505		ACCOUNTS PAYABLE			450.00
POL A-1521		03/15/2022	W 22MAR2	B	3505		ENCUMBRANCES			119,642.38
POL E-1521		03/15/2022	W 22MAR2	B	3505		ENCUMBRANCES			12,705.00
POL G-1521		03/15/2022	W 22MAR2	B	3505		ENCUMBRANCES			687.35
POL H-1521		03/15/2022	W 22MAR2	B	3505		ENCUMBRANCES			397,869.37
POL V-1521		03/15/2022	W 22MAR2	B	3505		ENCUMBRANCES			450.00
POL A-2963		03/15/2022	W 22MAR2	B	3505		BUDGETARY FUND BALANCE RES ENC		119,642.38	
POL E-2963		03/15/2022	W 22MAR2	B	3505		BUDGETARY FUND BALANCE RES ENC		12,705.00	
POL G-2963		03/15/2022	W 22MAR2	B	3505		BUDGETARY FUND BALANCE RES ENC		687.35	
POL H-2963		03/15/2022	W 22MAR2	B	3505		BUDGETARY FUND BALANCE RES ENC		397,869.37	
POL V-2963		03/15/2022	W 22MAR2	B	3505		BUDGETARY FUND BALANCE RES ENC		450.00	
SYSTEM GENERATED ENTRIES TOTAL									531,354.10	1,795,201.44
JOURNAL 2022/03/124 TOTAL									1,795,201.44	1,795,201.44
2022 3 124										
API A-1522		03/15/2022	W 22MAR2	B	3505		EXPENDITURES		612,930.71	
API E-1522		03/15/2022	W 22MAR2	B	3505		EXPENDITURES		35,638.65	
API F-1522		03/15/2022	W 22MAR2	B	3505		EXPENDITURES		42,113.79	
API G-1522		03/15/2022	W 22MAR2	B	3505		EXPENDITURES		39,499.99	
API H-1522		03/15/2022	W 22MAR2	B	3505		EXPENDITURES		530,022.16	
API V-1522		03/15/2022	W 22MAR2	B	3505		EXPENDITURES		450.00	
API A-2980		03/15/2022	W 22MAR2	B	3505		REVENUES		3,192.04	

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FUND	YEAR	PER	JNL	EFF	DATE	DEBIT	CREDIT
ACCOUNT					ACCOUNT DESCRIPTION		
A GENERAL FUND	2022	3	124	03/15/2022			
A-1521					ENCUMBRANCES		119,642.38
A-1522					EXPENDITURES	612,930.71	
A-2600					ACCOUNTS PAYABLE		616,122.75
A-2963					BUDGETARY FUND BALANCE RES ENC	119,642.38	
A-2980					REVENUES	3,192.04	
					FUND TOTAL	735,765.13	735,765.13
E CITY CENTER AUTHORITY	2022	3	124	03/15/2022			
E-1521					ENCUMBRANCES		12,705.00
E-1522					EXPENDITURES	35,638.65	
E-2600					ACCOUNTS PAYABLE		35,638.65
E-2963					BUDGETARY FUND BALANCE RES ENC	12,705.00	
					FUND TOTAL	48,343.65	48,343.65
F WATER FUND	2022	3	124	03/15/2022			
F-1522					EXPENDITURES	42,113.79	
F-2600					ACCOUNTS PAYABLE		42,113.79
					FUND TOTAL	42,113.79	42,113.79
G SEWER FUND	2022	3	124	03/15/2022			
G-1521					ENCUMBRANCES		687.35
G-1522					EXPENDITURES	39,499.99	
G-2600					ACCOUNTS PAYABLE		39,499.99
G-2963					BUDGETARY FUND BALANCE RES ENC	687.35	
					FUND TOTAL	40,187.34	40,187.34
H CAPITAL PROJECTS FUND	2022	3	124	03/15/2022			
H-1521					ENCUMBRANCES		397,869.37
H-1522					EXPENDITURES	530,022.16	
H-2600					ACCOUNTS PAYABLE		530,022.16
H-2963					BUDGETARY FUND BALANCE RES ENC	397,869.37	
					FUND TOTAL	927,891.53	927,891.53
V DEBT SERVICE FUND	2022	3	124	03/15/2022			
V-1521					ENCUMBRANCES		450.00
V-1522					EXPENDITURES	450.00	
V-2600					ACCOUNTS PAYABLE		450.00
V-2963					BUDGETARY FUND BALANCE RES ENC	450.00	
					FUND TOTAL	900.00	900.00

** END OF REPORT - Generated by Stefanie Richards **

RESOLUTION No.:
MOVED BY:
SECONDED BY:
DATE:

**RESOLUTION OF THE CITY OF SARATOGA SPRINGS
CITY COUNCIL ADOPTING LOCAL LAW 2 OF 2022 REPEALING IN
THEIR ENTIRETY CHAPTERS 240, 241 AND 242 OF THE CODE OF
THE CITY OF SARATOGA SPRINGS AND ENACTING A NEW
CHAPTER 240 OF THE CODE OF THE CITY OF SARATOGA
SPRINGS ENTITLED “UNIFIED DEVELOPMENT ORDINANCE”**

WHEREAS, the Saratoga Springs City Council (“Council”) adopted its current Comprehensive Plan in 2015; and

WHEREAS, the Council thereafter undertook a comprehensive review of its land use regulations to update and unify the provisions contained in its Zoning Ordinance, Subdivision Regulations and standard construction details to ensure compliance with the City Comprehensive Plan; and

WHEREAS, the Council also sought to incorporate into this process components of the City’s Complete Streets Plan, Urban Community Forest Master Plan, Open Space Master Plan and the Saratoga Greenbelt Trail Plan to ensure that any subsequent zoning enactments were not only consistent with the City’s Comprehensive Plan, but also with the plans and goals of the community reflected in these planning materials;

WHEREAS, in August of 2018, the Council engaged consultants to assist in formulating comprehensive revisions to its land use regulations; and

WHEREAS, in January of 2020, this effort resulted in creation of the first comprehensive draft law, which is referred to as the Unified Development Ordinance (“UDO”); and

WHEREAS, the draft UDO was subject to a public comment period from January 7, 2020 through February 21, 2020; and

WHEREAS, comments made by the public were then taken into consideration in generating an updated UDO made available to the public on September 16, 2020; and

WHEREAS, five “question and answer” sessions were thereafter conducted both virtually and in person between October 22, 2020 and November 18, 2020 to provide the public a further opportunity to seek and obtain clarification about the UDO and the process of creation and adoption of the UDO; and

WHEREAS, a second public comment period was conducted between September 16, 2020 and December 11, 2020 and an updated version of the UDO was thereafter made available in April of 2021;

WHEREAS, approximately 1,200 public comments were received and reviewed throughout this process and such comments were not only taken into consideration, but were an integral part of creating the UDO; and

WHEREAS, in May of 2021, the Council referred the UDO to the City Planning Board, City Design Review Commission and County Planning Board for advisory recommendations; and

WHEREAS, in June, July and August of 2021, the Council received recommendations from these Boards which contained meaningful analysis and feedback; and

WHEREAS, the Council thereafter considered additional changes to the updated UDO; and

WHEREAS, the Council presided over a Public Hearing conducted on October 5, 2021, October 19, 2021 and December 9, 2021; and

WHEREAS, pursuant to the State Environmental Quality Review Act ("SEQRA") the Council served as SEQRA Lead Agency, identified adoption of the UDO Local Law as a SEQRA Type I Action and, after reviewing Part 2 of the Full Environmental Assessment Form and having identified no "moderate to large" impacts, the Council adopted a SEQRA Negative Declaration finding that the Action would not result in any significant adverse environmental impacts; and

WHEREAS, on December 21, 2021, the Council voted three to two to adopt the UDO; and

WHEREAS, the UDO was never filed with the Secretary of State; and

WHEREAS, after adoption of the UDO, Supreme Court Appellate Division issued a Decision invalidating the zoning classification of a parcel of real property which had been rezoned by a separate rezoning effort prior to adoption of the UDO; and

WHEREAS, this rendered inaccurate the parcel's zoning classification as reflected in the UDO and incorporated Zoning Map; and

WHEREAS, the Council wishes to make minor, non-material changes to the UDO, including correction to its zoning map to reflect the corrected zoning designation of the above-described parcel; and

WHEREAS, while no additional Public Hearing is mandated by law, the Council nonetheless duly noticed and conducted a further Public Hearing on the UDO on March 15, 2022, at which time all persons interested were heard.

NOW, THEREFORE, BE IT RESOLVED BY THE SARATOGA SPRINGS CITY COUNCIL AS FOLLOWS:

1. Adoption of the UDO constitutes a SEQRA Type I Action for which SEQRA Review was already conducted and a Negative Declaration already adopted on December 21, 2021.

2. The minor amendments contained in Local Law 2 of 2022 constitute a subsequent change to a previously reviewed SEQRA Action and not a new or different Action under SEQRA.

3. As SEQRA Lead Agency, the Council hereby determines that there will be no new or different environmental impacts resulting from UDO adoption that were not previously reviewed by this Council and no further SEQRA Review is therefore warranted; and be it further

RESOLVED, that adoption of the UDO was already subject to all necessary referrals and the non-material changes that have since been made do not require further referral to or recommendations from any Local or County Agencies; and be it further

RESOLVED, that the Saratoga Springs City Council hereby adopts Local Law 2 of 2022 repealing in their entirety Chapters 240, 241 and 242 of the Code of the City of Saratoga Springs and enacting new Chapter 240 of the Code of the City of Saratoga Springs entitled "Unified Development Ordinance"; and be it further

RESOLVED, that the effective date of Local Law 2 of 2022 will be four months from the date this Resolution is duly adopted by the Saratoga Springs City Council; and be it

RESOLVED, that the City Mayor, City Clerk, and City Legal Counsel are hereby authorized and directed to take all action necessary to effectuate this Resolution.

ROLL CALL:

AYES:

NAYS:

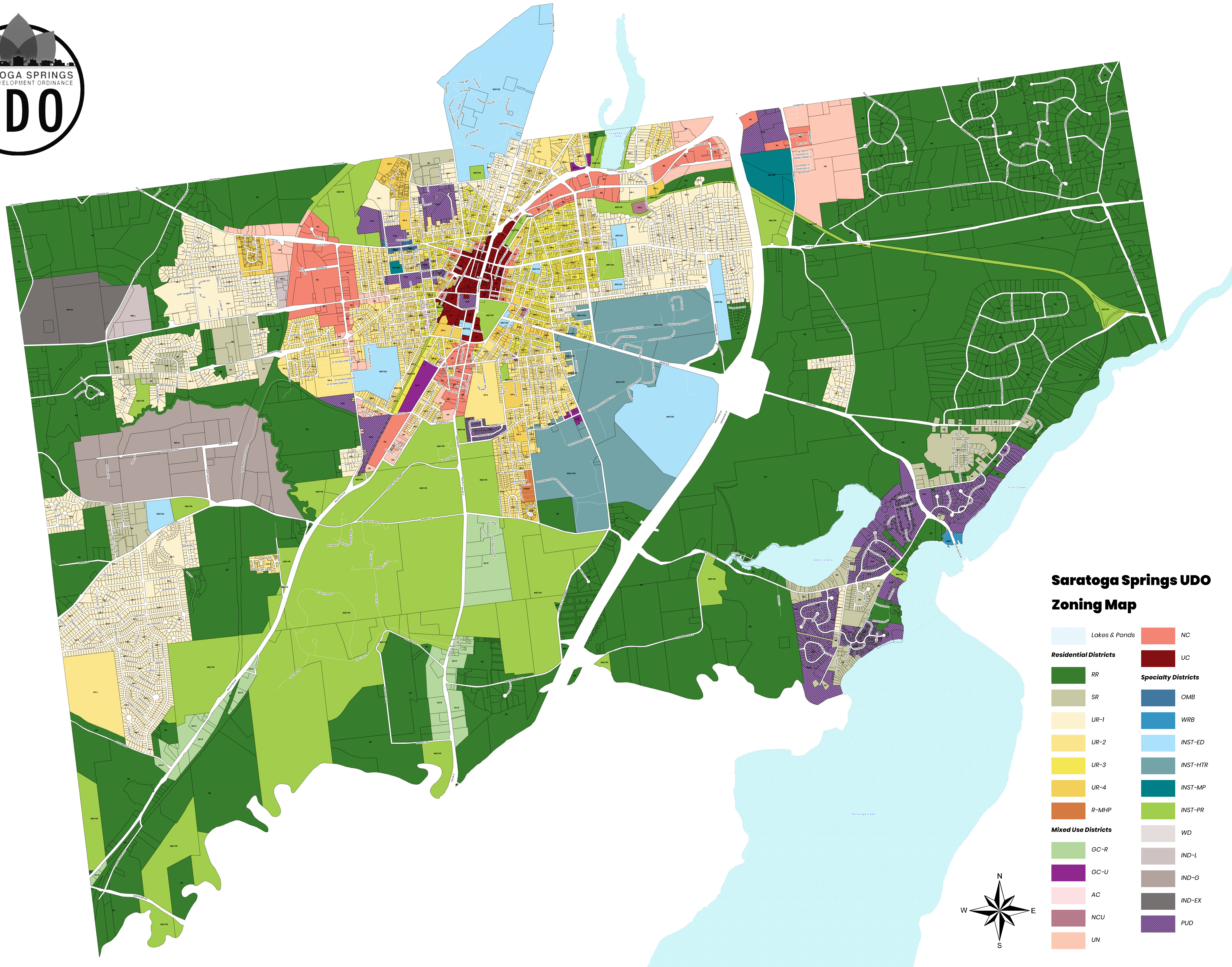
ABSENT:

AYES:_____







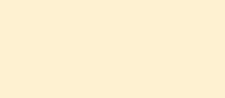









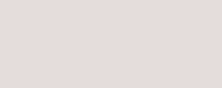









NAYS:_____

ABSENT:_____

The Resolution was duly adopted by the Saratoga Springs City Council on March ____, 2022.



Saratoga Springs UDO Zoning Map

 Lakes & Ponds	 NC
Residential Districts	 UC
 RR	Specialty Districts
 SR	 OMB
 UR-1	 WRB
 UR-2	 INST-ED
 UR-3	 INST-HTR
 UR-4	 INST-MP
 R-MHP	 INST-PR
Mixed Use Districts	 WD
 GC-R	 IND-L
 GC-U	 IND-G
 AC	 IND-EX
 NCU	 PUD
 UN	



Unified Development Ordinance

City of Saratoga Springs, New York

PROJECT CONSULTANTS: CAMIROS

September 2021

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Article 1. Title, Purpose, & Applicability

- 1.1 TITLE AND AUTHORITY
- 1.2 PURPOSE
- 1.3 CONSISTENCY WITH COMPREHENSIVE PLAN
- 1.4 APPLICABILITY AND CONFORMITY
- 1.5 TRANSITION RULES
- 1.6 EXEMPTION FOR CERTAIN GOVERNMENT ACTIVITIES
- 1.7 SEVERABILITY

1.1 TITLE AND AUTHORITY

This Chapter is known, cited, and referred to as the “Unified Development Ordinance of the City of Saratoga Springs, New York,” “Unified Development Ordinance,” “Zoning Ordinance,” “Ordinance,” or “UDO” and incorporates the City of Saratoga Springs Official Zoning Map. This Ordinance is enacted pursuant to Article 2A, Chapter 20.24 and 25 of the General City Law. This Ordinance and associated maps are kept in the Office of the City Clerk and are made available to the public. Any references to the Zoning Ordinance shall hereby refer to this document.

1.2 PURPOSE

A. The intent of this Ordinance is to:

- 1. Encourage appropriate and orderly physical development.
- 2. Promote public health, safety, and general welfare.
- 3. Classify, designate and regulate the location and use of buildings, structures, and land for agricultural, residential, commercial, industrial, or other uses in places.
- 4. Divide the city into districts of such number, shape and areas as may be deemed best suited to carry out these regulations and provide for their enforcement.
- 5. Implement the policies of the City’s Comprehensive Plan, Complete Streets Plan and Policy, Working Plan for Historic Preservation in Saratoga Springs, Urban and Community Forest Master Plan, Saratoga Greenbelt Trail Plan, Open Space Master Plan, and other plans and policies adopted by the City Council.

B. Further, the regulations and district boundaries identified in this Ordinance and upon the Zoning Map are made with the following additional purposes:

- 1. Facilitation of efficient, economical, and adequate provision of public utilities and services.
- 2. Assurance of adequate sites for agricultural, residential, commercial, industrial, and other appropriate uses.
- 3. Preservation of the character of the community.
- 4. Provision of privacy for families and the maximum protection of residential areas.
- 5. Prevention and reduction of traffic congestion so as to promote efficient and safe circulation of vehicles and pedestrians.
- 6. Gradual elimination of nonconforming uses.
- 7. Enhance the appearance of the City of Saratoga Springs as a whole.
- 8. Encouragement of flexibility in the design and development of land.
- 9. Protection of the general environment in compliance with the objectives of applicable federal and state statutory and regulatory programs.
- 10. Protection of the natural resources of the community including but not limited to the protection of the water resources of the City.

Article 1. Title, Purpose, & Applicability

11. Safeguarding the heritage of the City of Saratoga Springs by preserving districts and landmarks in the City which reflect elements of its cultural, social, economic, political, artistic and architectural history.

12. Promoting the use of historic districts, landmarks, arts, and cultural resources for the education, pleasure and welfare of the citizens of the City.

1.3 CONSISTENCY WITH COMPREHENSIVE PLAN

This Ordinance is consistent with the adopted Comprehensive Plan. Any amendments to this Ordinance and all development approvals must be consistent and in accordance with the adopted Comprehensive Plan. An amendment to this Ordinance, whether text or district boundary, shall be consistent and in accordance with the Comprehensive Plan if it complies with the goals, objectives, policies, and strategies and any vision statement contained in the Comprehensive Plan, and any subsequent amendments to the Comprehensive Plan.

1.4 APPLICABILITY AND CONFORMITY

A. Territorial Application

This Ordinance applies to all land, uses, and structures within the corporate limits of the City of Saratoga Springs.

B. General Application

In their interpretation and application, the provisions of this Ordinance are held to be the minimum requirements for the promotion and protection of the public health, safety, and welfare.

C. Required Conformance

Any part or whole of a structure must be erected, constructed, reconstructed, moved, and enlarged in conformance with the requirements of this Ordinance. Any structure or land must be used and occupied in conformance with the requirements of this Ordinance.

D. Relation to Private Agreements

This Ordinance does not nullify any private agreement or covenant. However, where this Ordinance is more restrictive than a private agreement or covenant, this Ordinance controls. The City will not enforce any private agreement or covenant.

E. Relation to Other Laws and Regulations

Unless otherwise specifically provided, this Ordinance controls over less restrictive City statutes, ordinances, or regulations, and more restrictive City statutes, ordinances, or regulations control over the provisions of this Ordinance.

F. Rules of Ordinance Construction

This Ordinance contains graphics in order to assist the user in understanding and applying the Ordinance. However, where there is any inconsistency between the text of this Ordinance and any such graphics, the text controls unless otherwise specifically stated.

1.5 TRANSITION RULES

A. Existing Uses

The following transition rules apply to uses operating as of the effective date of this Ordinance.

1. If a structure or land is used in a manner that was classified as a permitted use prior to the effective date of this Ordinance or any subsequent amendment, and now that use is classified as a permitted use as of the effective date of this Ordinance or any subsequent amendment, that use is classified as a permitted use.
2. If a structure or land is used in a manner that was classified as a special use prior to the effective date of this Ordinance or any subsequent amendment, and now that use is classified as a special use as of the effective date of this Ordinance or any subsequent amendment, that use is classified as a special use and subject to all approval conditions under which it was originally approved.

Article 1. Title, Purpose, & Applicability

3. If a structure or land is used in a manner that was classified as a permitted use prior to the effective date of this Ordinance or any subsequent amendment, and now that use is classified as a special use as of the effective date of this Ordinance or any subsequent amendment to this Ordinance, that use is classified as a special use. Any subsequent alteration of that use must conform to the procedural and substantive requirements of this Ordinance for special uses.

4. If a structure or land is used in a manner that was classified as a special use prior to the effective date of this Ordinance or any subsequent amendment, and that use is now classified as a permitted use as of the effective date of this Ordinance or any subsequent amendment, that use is classified a permitted use. Any subsequent alteration of that use must conform to any Ordinance requirements for such permitted use. Where the special use approval included conditions related to the physical development of the land, such conditions remain in effect.

5. If a structure or land is used in a manner that was classified as permitted or special use prior to the effective date of this Ordinance or any subsequent amendment, but this Ordinance no longer classifies that use as either a permitted or special use in the zoning district in which it is located, that use is deemed a nonconforming use and is controlled by the provisions of Article 19.

B. Structures Rendered Nonconforming

If a structure existing on the effective date of this Ordinance was a conforming structure before the effective date of this Ordinance, but such structure does not meet all standards set forth in this Ordinance in the zoning district in which it is located, that structure is deemed a nonconforming structure and is controlled by the provisions of Article 19.

C. Lots Rendered Nonconforming

If a lot of record existing on the effective date of this Ordinance was a conforming lot before the effective date of this Ordinance, but such lot does not meet all standards set forth in this Ordinance in the zoning district in which it is located, that lot is deemed a nonconforming lot of record and is controlled by the provisions of Article 19.

D. Site Elements Rendered Nonconforming

If a previously approved site element existing on the effective date of this Ordinance was conforming before the effective date of this Ordinance or any subsequent amendment to this Ordinance, but such site element does not meet all standards set forth in this Ordinance in the zoning district in which it is located, that site element is deemed a nonconforming site element and is controlled by the provisions of Article 19.

E. Previously Issued Building Permits

If a building permit for a structure was lawfully issued prior to the effective date of this Ordinance, and remains active and in good standing, the structure may be completed in accordance with the plans on the basis of which the building permit was issued and may, upon completion, be occupied under a certificate of occupancy for the use originally intended.

F. Previously Granted Variances

All variance approvals granted prior to the effective date of this Ordinance remain in full force and effect, unless such variance is no longer needed after the effective date. Development of the property may proceed in accordance with the approved plans and any applicable conditions. However, failure to act on the variance before the approval expires, including any approved periods of extension, voids the variance.

G. Previously Granted Special Uses

All special uses granted prior to the effective date of this Ordinance, but where the use has not yet commenced, remain in full force and effect. The recipient of the special use may proceed to use the property in accordance with the approved permit and any applicable conditions. If the recipient has failed to act on the special use before the approval expires, including any approved periods of extension, then the special use is null and void.

H. Previously Approved Planned Unit Developments

Previously approved Planned Unit Developments (PUD) remain in effect and continue to control the development of land that is subject to the approval. Any amendments to existing planned developments are subject to the amendment procedures of planned unit developments unless a specific amendment process was included as part of the approval.

I. Previously Approved Subdivisions

Previously approved subdivisions remain in effect and continue to control the development of land that is subject to the approval.

J. Pending Applications

Article 1. Title, Purpose, & Applicability

1. Any land use board application that has been deemed complete is subject to the Ordinance requirements in effect on the date the application was deemed complete.
2. A building permit that has been submitted and deemed complete is subject to the Ordinance requirements in effect on the date the application was deemed complete.

K. Existing Unlawful Uses

Any use that was unlawful at the time of the adoption of this Ordinance and is in conflict with the requirements of this Ordinance remains unlawful.

1.6 EXEMPTION FOR CERTAIN GOVERNMENT ACTIVITIES

A. Whenever an action is proposed by any federal or state agency, department, branch or division of the United States or New York State which involves the exercise of direct governmental functions consistent with the purposes and jurisdiction of such agency, department, branch or division of the United States or New York State, such action is exempt from the provisions of this Ordinance with the exception of Articles 15 and 17; however, Sections 15.8 and 15.9 do not apply.

B. Any action proposed by any federal or state agency, department, branch or division of the United States or New York State which is proprietary in nature and does not involve the exercise of its governmental functions must fully conform to all of the requirements and procedures set forth in this Ordinance.

C. Any action proposed by the City of Saratoga Springs, regardless of whether it is governmental or proprietary, is exempt from the provisions of this Ordinance with the exception of alterations on designated landmarks, which require advisory opinion from the Design Review Board for the actions specified in 13.9.K.4. The City may seek non-binding advisory review from the Planning Board and/or Design Review Board for any proposed City action.

D. Any action proposed by any other local municipality or governmental entity, regardless of whether it is governmental or proprietary, must fully conform with the provisions of this Ordinance.

E. All such proposed actions must be referred to the Zoning Officer for review. After review, the Zoning Officer will determine whether the proposed action is eligible for exemption.

1.7 SEVERABILITY

If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance is adjudged by any court of competent jurisdiction to be invalid, that judgment does not affect, impair, invalidate, or nullify the remainder of this Ordinance. The effect of the judgment is confined to the section, paragraph, subdivision, clause, sentence, or provision immediately involved in the controversy in which judgment or decree was rendered.

Article 2. Zoning Districts & Zoning Map

- 2.1 ZONING DISTRICTS
- 2.2 DISTRICT ZONING MAP

2.1 ZONING DISTRICTS

In order to carry out the purpose and intent of this Ordinance, the City of Saratoga Springs is divided into the following zoning districts:

A. Residential Districts

RR Rural Residential District
SR Suburban Residential District
UR-1 Urban Residential 1 District
UR-2 Urban Residential 2 District
UR-3 Urban Residential 3 District
UR-4 Urban Residential 4 District
R-MHP Residential Manufactured Home Park District

B. Mixed-Use and Commercial Districts

1. Residential Mixed-Use Districts

NCU Neighborhood Complementary Use District
AC Arts and Culture District
UN Urban Neighborhood District (T-4)

2. Commercial Mixed-Use Districts

NC Neighborhood Center District (T-5)
UC Urban Core District (T-6)

3. Commercial Districts

OMB Office Medical Business District
WRB Water Related Business District

4. Gateway Districts

GC-U Gateway Urban Commercial District
GC-R Gateway Rural Commercial District

C. Institutional Districts

INST-ED Institutional Education District
INST-HTR Institutional Horse Track Related District
INST-MP Institutional Municipal Purpose District
INST-PR Institutional Parkland/Recreation District

D. Industrial Districts

IND-L Light Industrial District
IND-G General Industrial District
IND-X Industrial Extraction District

E. Special Purpose Districts

WP Water Protection Overlay District
Floodplain Overlay District
Historic Review Overlay District
Architectural Review Overlay District

2.2 DISTRICT ZONING MAP

A. Location of Districts

The location and boundaries of the zoning districts established by this Ordinance are set forth in the Official Zoning Map, as periodically amended. The Official Zoning Map, and all the notations, references and other information shown thereon are incorporated into, and made part of, this Ordinance.

B. Overlay Maps

When an overlay map is not displayed on the Official Zoning Map, maps of such overlay districts are included by reference and considered part of the Official Zoning Map.

C. Interpretation of Boundary Lines

Where there is uncertainty as to the boundary of any district contained within this Ordinance or as shown on the Zoning Map, the following rules apply:

1. Unless shown to the contrary on the Zoning Map, the boundary lines of districts are the centerlines of streets, or such lines extended, the centerlines of railroad rights-of-way, and the centerlines of creeks and waterways.
2. Where district boundaries are indicated as approximately following the City boundary line, lot lines, or projections thereof, said boundaries are construed to be coincident with such lines.
3. If a centerline or right-of-way line of a street, highway, railroad, public utility, or watercourse, which is approximately coincident with a district boundary, is moved up to a distance of 50 feet, the district line is automatically adjusted to be coincident with such line.
4. Where a zoning district boundary line divides a lot in single ownership as existing at the time of such zoning, the district requirements on either side of the boundary may be construed, at the property owner's option, as extending into the remaining portion of the property for a distance not exceeding 100 feet. Any future development on such portion of the lot is bound to the selected district requirements.

D. Clarification of Boundary Lines

The Zoning Officer will decide any interpretations of zoning district boundary lines on the Zoning Map, where the application of this section leaves doubt as to the boundary between two zoning districts.

Article 3. Residential Districts

- 3.1 PURPOSE STATEMENTS
- 3.2 USES
- 3.3 RESIDENTIAL DISTRICTS DIMENSIONAL STANDARDS
- 3.4 R-MHP DISTRICT STANDARDS
- 3.5 GENERAL STANDARDS OF APPLICABILITY

3.1 PURPOSE STATEMENTS

A. RR Rural Residential District

The RR Rural Residential District is intended to accommodate low density residential development and agricultural uses in a manner that helps to preserve open space and Saratoga Springs' rural character areas. Low densities within the RR District are also designed to accommodate specific features of the rural areas of the community, such as prime soils, limiting topography/steep slopes, and a lack of public infrastructure.

B. SR Suburban Residential District

The SR Suburban Residential District is intended to provide for a neighborhood environment characterized by low density single-family residential uses.

C. UR-1 Urban Residential 1 District

The UR-1 Urban Residential District is intended to accommodate neighborhoods that are characterized by medium density single-family residential uses.

D. UR-2 Urban Residential 2 District

The UR-2 Urban Residential District is intended to accommodate neighborhoods that are characterized by medium density single-family residential uses of a higher density than that of UR-1 District.

E. UR-3 Urban Residential 3 District

The UR-3 Urban Residential District is intended to conserve, maintain, and encourage the development of moderately dense single-family and two-family neighborhoods. Limited nonresidential uses that are compatible with the district or neighborhood of the district may also be permitted with additional approvals.

F. UR-4 Urban Residential 4 District

The UR-4 Urban Residential District is intended to accommodate a neighborhood environment characterized by a moderate to high-density mixture of housing types including single-family, two-family and multi-family residential uses. Limited nonresidential uses that are compatible with the character of the district or neighborhood may also be permitted with additional approvals.

G. R-MHP Residential Manufactured Home Park District

The R-MHP Residential Manufactured Home Park District is intended to accommodate manufactured home parks.

3.2 USES

Article 8 lists permitted, special, and temporary uses for the residential districts.

3.3 RESIDENTIAL DISTRICTS DIMENSIONAL STANDARDS

A. Dimensional Standards

1. Table 3-A: Residential Districts Dimensional Standards establishes the dimensional standards for the residential districts. These regulations apply to all uses within each district unless a different standard is listed for a specific use.
2. In the SR District, a minimum of 40,000 square feet of lot area is required if the lot is without central water supply and sanitary sewer (both of these conditions).

B. Front Setback Reduction Urban Residential Districts

In the UR-1, UR-2, UR-3, and UR-4 Districts, a front setback reduction is permitted in accordance with this section:

1. If neither of the lawfully existing principal buildings on the immediately adjacent lots located to either side of the subject lot, and fronting on the same blockface as the subject lot, meet the required minimum front setback of the district, then the required minimum front setback may be reduced to the average of the two front setbacks. For corner lots, immediately adjacent lots include those lots across an intervening perpendicular street and exclude lots not fronting on the same side of the same street. A through lot may use front yard averaging for the front setback based upon the blockface they front, which may create different front setback dimensions.
2. For new subdivisions in the UR-1, UR-2, UR-3, and UR-4 Districts, in order to utilize a reduced front setback dimension, the modified front setback must be established prior to final subdivision approval and noted on the final plat. The Zoning Officer must approve and establish in writing the modified front setback for the lot prior to subdivision. The Planning Board will determine whether the established reduced front setback dimension is carried through to some or all of the lots created by the subdivision along the same blockface. The Planning Board has the authority to increase, decrease, or deny a reduced front setback for the lots created by subdivision in order to maintain or enhance the desired streetscape.

C. Multiple Principal Dwellings

Multiple principal dwellings are allowed upon the following:

1. The RR District may have a second principal dwelling so long as both single-family dwellings meet the standards of the district, including lot area and lot width.
2. A historic carriage house may be used as a dwelling when permitted by Article 8.
3. A secondary dwelling unit may be used as a dwelling when permitted by Article 8.

D. Nonresidential Uses in the RR District

Nonresidential uses in RR District must follow the design standards for the GC-R District found in Table 4-I in Article 4.

Table 3-A: Residential Districts Dimensional Standards		
	RR	SR
Bulk		
Minimum Lot Area	2 acres	20,000sf
Minimum Lot Width	200'	100'
Maximum Building Coverage	20%	28%
Maximum Impervious Surface Coverage	25%	40%
Maximum Building Height	35'	35'
Setbacks		
Minimum Front Setback	60'	30'
Minimum Interior Side Setback	30'	15'
Minimum Total Interior Side Setback - SF, 2F Only	100'	30'
Minimum Corner Side Setback	60'	25'
Minimum Rear Setback	100'	30'

Table 3-A: Residential Districts Dimensional Standards				
	UR-1	UR-2	UR-3	UR-4
Bulk				
Minimum Lot Area	12,500sf	6,600sf Nonresidential: 10,000sf	SF, SF-A: 6,600sf 2F: 8,000sf Nonresidential: 10,000sf	Residential: 3,000sf/du Nonresidential 10,000sf
Minimum Lot Width	100'	60'	SF, SF-A: 60' 2F: 80'	SF, SF-A: 60' 2F, TH: 80' MF: 80'
Maximum Building Coverage	28%	40%	40%	40%
Maximum Impervious Surface Coverage	50%	70%	70%	75%
Maximum Building Height	40'	40'	40'	40'
Maximum First Floor Elevation When Principal Building Within 20' of Side Lot Lines	4'	4'	4'	4'
Setbacks				
Minimum Front Setback	30' or per Section 3.3.B	10' or per Section 3.3.B	10' or per Section 3.3.B	10' or per Section 3.3.B
Minimum Interior Side Setback	12'	8'	5'	5'
Minimum Total Interior Side Setback - SF, 2F Only	30'	20'	12'	12'
Minimum Corner Side Setback	25'	10'	8'	8'
Minimum Rear Setback	30'	25'	25'	25'

3.4 R-MHP DISTRICT STANDARDS

Development in the R-MHP District is limited to manufactured home parks, which are subject to the following standards.

A. Dimensional Standards

Table 3-B: R-MHP District Dimensional Standards establishes the dimensional standards for manufactured home parks in the R-MHP District. Standards are provided for the manufactured home park development overall and for individual manufactured home sites within the park.

Table 3-B: R-MHP District Dimensional Standards		
	Manufactured Home Park	Manufactured Home Site
BULK		
Minimum Lot/Site Area	5 acres	4,500sf
Minimum Lot/Site Width	250'	45'
Maximum Building Height	--	20'
Minimum Separation Between Sites	--	20' as measured from the walls of manufactured homes
SETBACKS		
Minimum Front Setback	50'	Dedicated internal street: 20' Private access drive: 10'
Minimum Interior Side Setback	50'	10'
Minimum Corner Side Setback	50'	10'
Minimum Rear Setback	50'	10'

B. Design and Operation Standards

1. Manufactured home parks must meet the following design standards:
 - a. All manufactured home parks require site plan review.
 - b. The perimeter yard of a manufactured home park requires a buffer area of 15 feet at the furthest point in the required setback from the abutting lot line, and must contain the following:

Article 3. Residential Districts

- (1) A mix of shade and evergreen trees planted at an average of one tree for every 50 linear feet of yard width. These shade and evergreen trees may be clustered to allow for access points or to maximize the screening effect, conditioned on approval of the landscape plan.
 - (A) Two ornamental trees may be substituted for one shade tree for up to 25% of required trees.
 - (2) Shrubs must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity.
 - (3) The remainder of the buffer area must be planted with low groundcover, seed, or sod.
2. Manufactured home sites within parks must meet the following design standards:
- a. There must be at least 20 feet between the sides of manufactured homes. Bay windows, porches, canopies or other projections are considered sides or ends of a mobile home when determining these requirements. Such projections, such as porches and canopies, must be constructed of fireproof material that meets the requirements of the Building Code.
 - b. Each manufactured home site must have a concrete slab or runway for the manufactured home to be set upon, and be of a size large enough to accommodate a manufactured home in such a fashion that the concrete will extend at least one inch around the walls of the manufactured home on all sides.
 - c. There must be a parking space a minimum of 9 feet by 18 feet to be used as a parking space for the occupants of the manufactured home. If a canopy is to be used over the area designated as car storage, it must be of fire-resistant material and is allowed only at the rear end of each carport area.
 - d. All manufactured homes must be designed with skirting that is constructed of noncombustible or fire-resistant material that meet the requirements of the Building Code.
 - e. The front entry of a manufactured home should be a dominant feature of a manufactured home, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings.

C. Nonconforming Manufactured Homes

Existing nonconforming manufactured homes may be replaced with a new manufactured home. The replacement manufactured home cannot exceed the square footage of the prior manufactured home. The concrete slab or runway may be repaired and/or replaced but cannot exceed the footprint of the prior slab or runway unless required for NYS Uniform Code compliance.

3.5 GENERAL STANDARDS OF APPLICABILITY

A. Site Development Standards

See Article 9 for additional on-site development standards and requirements, such as exterior lighting, accessory structures and uses, and permitted encroachments.

B. Off-Street Parking and Loading

See Article 10 for off-street parking and loading standards and requirements.

C. Landscape

See Article 11 for landscape, buffering, and screening standards and requirements.

D. Signs

See Article 12 for standards governing signs.

Article 4. Mixed-Use & Commercial Districts

- 4.1 PURPOSE STATEMENTS
- 4.2 USES
- 4.3 RESIDENTIAL MIXED-USE DISTRICTS STANDARDS
- 4.4 COMMERCIAL MIXED-USE DISTRICTS STANDARDS
- 4.5 COMMERCIAL DISTRICTS STANDARDS
- 4.6 GATEWAY COMMERCIAL DISTRICTS STANDARDS
- 4.7 GENERAL STANDARDS OF APPLICABILITY

4.1 PURPOSE STATEMENTS

A. Residential Mixed-Use Districts Purpose Statements

1. NCU Neighborhood Complementary Use District

The NCU Neighborhood Complementary Use District is intended to accommodate primarily single-family and two-family residential development with some select and limited nonresidential uses where appropriate. Nonresidential uses are intended to provide sales and services within walking distance of surrounding residential areas.

2. AC Arts and Culture District

The AC Arts and Culture District is intended to accommodate a variety of arts and cultural uses in order to sustain and promote such uses within a mixed-use environment that is compatible with the character of nearby residential neighborhoods.

3. UN Urban Neighborhood District (T-4)

The UN Urban Neighborhood District is intended to accommodate development of neo-traditional neighborhoods with primarily residential uses incorporating a mix of unit types and small-scale commercial uses where appropriate.

B. Commercial Mixed-Use Districts Purpose Statements

1. NC Neighborhood Center District (T-5)

The NC Neighborhood Center District is intended to accommodate a wide variety of residential and nonresidential uses in a moderate intensity mixed-use environment. This district also focuses on providing quality streetscape amenities and civic spaces to enhance pedestrian activity.

2. UC Urban Core District (T-6)

The UC Urban Core District accommodates the highest intensity and diversity of nonresidential and upper floor residential uses. This district focuses on high quality design and materials consistent with historic downtown form and promotes an active pedestrian oriented public realm.

C. Commercial Districts Purpose Statements

1. OMB Office Medical Business District

The OMB Office Medical Business District is intended to provide for high quality office and institutional developments, such as corporate headquarters, medical and professional offices, and healthcare related institutional facilities. The OMB District also permits a select series of supportive commercial uses.

2. WRB Water Related Business District

The WRB Water Related Business District is intended to accommodate and encourage commercial uses that are dependent upon and supportive of activities that utilize recreational waters.

D. Gateway Districts Purpose Statements

1. GC-U Gateway Urban Commercial District

The GC-U Gateway Urban Commercial District is intended to accommodate commercial development of a moderately urban character, creating a gateway that announces a transition from the edges of the community into more traditional established commercial development nodes as well as into key character areas.

2. GC-R Gateway Rural Commercial District

The GC-R Gateway Rural Commercial District is intended to accommodate commercial development of a suitably rural, low-intensity character, creating a gateway at the edge of the City and into key character areas that celebrates and preserves the natural beauty and rural character.

4.2 USES

A. Article 8 lists permitted, special, and temporary uses for the mixed-use and commercial districts.

B. In the UC District, select nonresidential uses are required on the ground floor of all facades abutting Broadway from Van Dam Street to Spring Street. Such uses are as follows. This does not exempt any use from special use permit approval if required by Article 8.

1. Amusement facility - indoor
2. Animal grooming establishment
3. Art gallery
4. Arts and fitness studio
5. Community center
6. Cultural facility
7. Eating and drinking establishment
8. Financial institution
9. Hotel
10. Live performance venue
11. Micro-production of alcohol
12. Office - Real estate services only
13. Personal service establishment
14. Retail goods establishment
15. Specialty food service

4.3 RESIDENTIAL MIXED-USE DISTRICTS STANDARDS

A. Residential Mixed-Use Districts Dimensional Standards

1. Table 4-A: Residential Mixed-Use Districts Dimensional Standards establishes the dimensional standards for the residential mixed-use districts.
2. Developments are subject to the required public civic space requirements of Section 9.3.
3. In the NCU and AC Districts, nonresidential development is limited to the maximum gross floor area indicated in Table 4-A. This restriction does not apply to institutional uses, day care centers, or lodging facilities permitted within the district. Additional gross floor area may be permitted if, during site plan review, it is found that the development meets the following standards:

Article 4. Mixed-Use & Commercial Districts

- a. The development maintains the privacy of adjacent residential lots and mitigates adverse impacts through techniques such as decreased building height and massing, additional landscape and screening measures, and setbacks greater than those required by the district dimensional standards.
- b. Building design elements incorporate pedestrian-scale features, such as awnings and storefront windows.
- c. Site illumination is designed and installed to minimize adverse impact on adjacent lots.
- d. The design of the site's circulation system provides adequate and safe access for both motor vehicles and alternate modes of transportation, including walking and cycling. The design must minimize potentially dangerous traffic movements and points of conflict between vehicles and pedestrians or bicyclists.

Table 4-A: Residential Mixed-Use Districts Dimensional Standards			
	NCU	AC	UN (T-4)
Bulk			
Minimum Lot Area	SF, SF-A: 5,000sf 2F: 6,600sf Nonresidential: 5,000sf	SF, SF-A: 5,000sf 2F: 6,600sf Nonresidential: 5,000sf	None
Minimum Lot Width	SF, SF-A: 50' 2F: 60' Nonresidential: 50'	SF, SF-A: 50' 2F: 60' Nonresidential: 50'	None
Maximum Building Coverage	40%	40%	None
Maximum Impervious Surface	75%	75%	75%
Maximum Building Height	40'	40'	40'
Minimum Building Height	N/A	N/A	Nonresidential: 24'
Maximum First Floor Elevation When Principal Building Within 20' of Side Lot Lines - SF, SF-A, 2F Only	4'	4'	4'
Maximum Cumulative Area of New and Existing One-Story Structure(s) on Any One Lot	N/A	N/A	3,000sf
Nonresidential Gross Floor Area Maximum Per Building	2,000sf	2,000sf	N/A
Setbacks			
Minimum Front Setback	5'	5'	Build-to zone of 12' to 18'
Minimum Build-Out Percentage	N/A	N/A	50% (does not apply to SF, SF-A, 2F)
Minimum Interior Side Setback	5'	5'	SF, SF-A, 2F, TH: 5' MF, Nonresidential: 12'
Minimum Total interior Side Yard - SF, 2F Only	12'	12'	12'
Minimum Corner Side Setback	8'	8'	Residential: 12' Nonresidential: Build-to-zone of 12' to 18'
Minimum Rear Setback	25'	25'	24'

B. Residential Mixed-Use Districts Design Standards

1. Design Standards

- a. The following design standards apply in the residential mixed-use districts to new construction and to any additions to a structure existing as of the effective date of this Ordinance that exceed 30% or more of the existing structure's square footage. Table 4-B: Residential Mixed-Use Districts Design Standards establishes the design standards for the residential mixed-use districts. In the table, a "✓" indicates that the standard is applicable in the district indicated. The absence of a "✓" indicates that the standard does not apply to the district.


Article 4. Mixed-Use & Commercial Districts

- b. Design standards may be exempted by the Design Review Board or Planning Board as follows:
- i. Standards within the categories of Building Orientation and Site Design may be exempted by the Planning Board.
 - ii. Where the Design Review Board reviews and approves development, including but not limited to within the Historic Review Overlay District or Architectural Review Overlay District, the Design Review Board may exempt standards in categories outside of those delineated in item i above.
 - iii. Where the Design Review Board does not review and approve development, the Planning Board may exempt standards in all categories and may request a recommendation from the Design Review Board.
- c. Single-family, single-family attached, two-family, and townhouse dwellings are not subject to these standards but rather subject to the design standards by dwelling type of Article 8. Multi-family dwellings are subject to the design standards of Table 4-B.

Table 4-B: Residential Mixed-Use Districts Design Standards				
		NCU	AC	UN (T-4)
Building Orientation				
1	All buildings must be oriented toward a primary public street.	✓	✓	✓
2	All public entrances must include direct pedestrian connections between street facing doors to adjacent sidewalks. All buildings must have a public entrance from the sidewalk along the primary building facade. Public entrances must be visually distinctive from the remaining portions of the facade along which they are located.	✓	✓	✓
3	Garage doors must not be located on the front of buildings, but rather must face the side or the rear of the property. If placement on the front of the building is unavoidable, garage doors must be located a minimum of 15 feet behind the principal building line, and are limited to a total 20 feet in width.	✓		✓

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Table 4-B: Residential Mixed-Use Districts Design Standards

		NCU	AC	UN (T-4)
 <p>Direct pedestrian connection between street facing doors and adjacent sidewalks</p> <p>Oriented toward a public street</p>				
Facade Design				
4	Building facades that abut a public right-of-way (excluding alleys) must not contain blank wall areas that exceed 30 linear feet, measured per story parallel to the street.	✓	✓	✓
5	Facades abutting a public right-of-way (excluding alleys) must be divided into multiple "modules," expressed through significant architectural changes such as a change in materials, a change in pattern elements such as fenestration, columns or pilasters, or a change in building setback through recesses or projections. For buildings 150' in length or greater, such modules may be no wider than 50 feet.	✓	✓	✓
6	Public entrances must include design elements to ensure clear visibility and architectural prominence, such as: <ul style="list-style-type: none"> a. Details including but not limited to awnings, arches, friezes, columns, pilasters, transom or sidelight windows mosaic or tile work, murals, or other public art as an integral feature. b. Integral landscape or seating elements such as planters and benches or seat walls. c. Three-dimensional elements such as corner towers, porticos, arcades or colonnades. 			✓
7	Buildings must be designed with consistent building materials and treatments that wrap around all facades visible from a public street. Where material or color treatments change, there should be a significant change in surface plane of a minimum of six inches in difference. Differing materials are encouraged to terminate at inside corners.	✓	✓	✓
8	Facades must express a traditional visual distinction between the ground floor and upper stories through architectural features or detailing, change in materials, or a change in pattern elements such as fenestration. Where existing adjacent buildings contain such horizontal features or datum lines distinguishing the ground floor from upper stories, new building facades must complement the heights of such features to create visual continuity along the face of a block.			✓

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Table 4-B: Residential Mixed-Use Districts Design Standards

		NCU	AC	UN (T-4)
9	Commercial storefronts must include traditional pedestrian-oriented elements such as display windows, knee walls, transoms, and/or cornices.	✓	✓	✓
10	All architectural openings, including windows, doorways, arches, porch framing, etc. should be sympathetic to the repetition of prevailing horizontal or vertical elements of the structure.	✓	✓	✓
11	Window shutters, whether functional or used as a decorative element, must be used consistently across the building facade, and must be proportioned so as to cover the window opening when closed.	✓	✓	✓
12	Mechanical equipment and structural components such as vents must be located and screened to minimize visibility.	✓	✓	✓



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Table 4-B: Residential Mixed-Use Districts Design Standards



		NCU	AC	UN (T-4)
Fenestration Design				
13	The ground floor of the front facade must maintain a minimum transparency of 35%, measured between two and ten feet in height.	✓	✓	✓
14	Upper floors of the front facade must maintain a minimum transparency of 15% of the wall area of the story	✓	✓	✓
				
Roof Design				
15	Roof forms may include symmetrical pitched roofs or flat roofs with cornice treatments. Slopes of pitched roofs should be no less than 5:12, and that porch roofs should be shed roofs with pitches no less than 3:12.			✓
16	Rooflines of 100' in length or more must be varied through the use of architectural design elements such as dormers, gables, or projected wall features. Such elements of variation may be no wider than 50'.	✓	✓	✓
17	Reflective roof surfaces that produce glare are prohibited, except for cool roofs intended to radiate absorbed or non-reflected solar energy and reduce heat transfer to the building.	✓	✓	✓
18	Where parapet walls are used, they must feature three-dimensional cornice treatments or other shadow-creating details along the top.	✓	✓	✓

Table 4-B: Residential Mixed-Use Districts Design Standards

		NCU	AC	UN (T-4)
				
	Site Design			
19	Sites must be designed to ensure safe pedestrian and bicycle access from the public right-of-way, and safe pedestrian and bicycle circulation within the development.	✓	✓	✓
20	A cohesive character must be established through the use of coordinated hardscape (paving materials, lighting, street furniture, etc.) and landscape treatments within the development.	✓	✓	✓
21	Vehicular access to parking and service areas must be provided from an alley wherever possible. This also applies to corner lots served by alley access.	✓	✓	✓

2. Prohibited Building Materials

a. In the residential mixed-use districts, the following building materials are prohibited on any nonresidential facade facing a public right-of-way (excluding alleys) or any facade that abuts the lot line of a residential district. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material, unless a review by the Design Review Board, prior to site plan review, approves a greater percentage of use of these materials. Residential structures are subject to the standards for the dwelling type per Article 8.

- i. Plain concrete masonry units (CMU)
- ii. Corrugated metal
- iii. Exposed aggregate concrete wall panels
- iv. T-111 composite plywood siding

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- v. Plastic
 - vi. Asphalt or vinyl siding
 - vii. Exterior insulation and finish system (E.I.F.S.)
 - viii. Cedar shakes as roofing material
 - ix. Architectural foam
- b. In the Historic Review Overlay District and the Architectural Review Overlay District, the Design Review Board must approve the use or any change in building materials as part of design review.

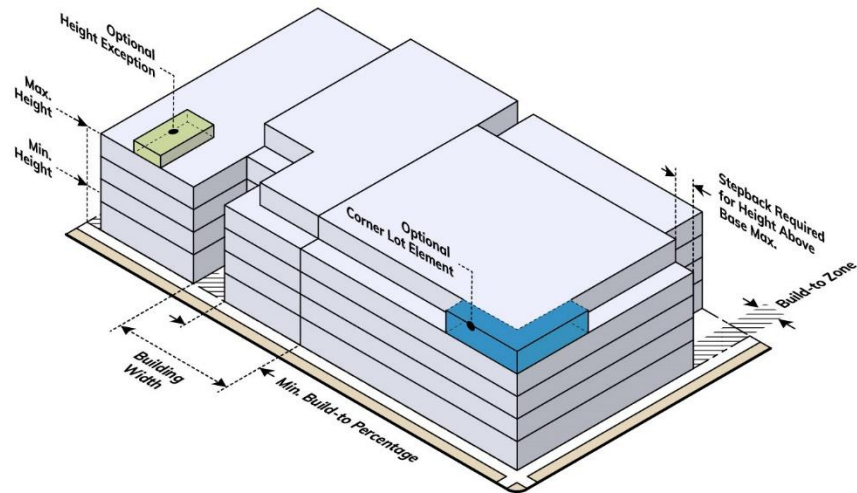
4.4 COMMERCIAL MIXED-USE DISTRICTS STANDARDS

A. Commercial Mixed-Use Districts Dimensional Standards

1. Table 4-C: Commercial Mixed-Use Districts Dimensional Standards establishes the dimensional standards for the commercial mixed-use districts.
2. Permitted single-family, single-family attached, two-family, and townhouse dwellings are not subject to these standards but rather subject to the standards of the UN District for such dwelling types.
3. Developments are subject to the required public civic space requirements of Section 9.3.

Table 4-C: Commercial Mixed-Use Districts Dimensional Standards		
	NC (T-5)	UC (T-6)
Bulk		
Maximum Building Height	1.1 times the width of the right-of-way or 50', whichever is less A height bonus may be approved - See Section 4.4.B below	1.1 times the width of the right-of-way or 70', whichever is less A height bonus may be approved - See Section 4.4.B below
Minimum Building Height	24'	24'
Building Height Stepback	Building facade above the maximum base height must be set back a minimum of 10' from ground floor facade line	
Optional Height Exception	Buildings may exceed maximum height by up to 6' for no more than 25% of the linear facade width, to a maximum depth of 30'	Buildings may exceed maximum height by up to 8' for no more than 35% of the linear facade width, to a maximum depth of 50'
Optional Corner Lot Element	Limited in width and depth to a maximum of 25% of the building width. May exceed height at which stepback is required, but may not exceed the overall building height	
Maximum Cumulative Area of New and Existing One-Story Structure(s) on Any One Lot	3,000sf	1,500sf
Setbacks		
Minimum Setback from a Lot Line Abutting any Public Right-of-Way (Excluding Alleys)	Right-of-way 40' or less in width: 5' to 12' build-to zone Right-of way width greater than 40': 0' to 12' build-to zone	Right-of-way 40' or less in width: 5' to 12' build-to zone Right-of way width greater than 40': 0' to 12' build-to zone
Minimum Build-Out Percentage Abutting any Public Right-of-Way (Excluding Alleys)	70% (does not apply to SF, SF-A, 2F, TH)	80%
Minimum Interior Side Setback	0'	0'
Minimum Rear Setback	0'	0'
** In the UC District, select areas of the district require ground floor commercial uses per section 4.2.B.		

BULK AND AREA HEIGHT EXCEPTIONS



B. Commercial Mixed-Use Districts Development Bonus

In order to exceed the maximum building height listed in Table 4-C, a proposed development must meet additional standards listed in this section.

1. Height Bonus

Up to 15 feet of additional building height may be granted through a voluntary bonus system. To obtain a development bonus, one or more actions in Table 4-D are required.

2. Application of Bonus Points

Bonuses for additional height are subject to the process of this section, and earned and applied as indicated in Table 4-D.

- a. The Design Review Board will determine the amount of height, up to the maximum of 15 feet, that the development is eligible for. As part of the request for additional height, the applicant must submit mass and scale drawings of the proposed development.
- b. Following the Design Review Board determination of the eligible amount of height bonus and partial approval of the mass and scale drawings, the approval will be forwarded to the Planning Board. The Planning Board will make a determination that the bonus action(s) proposed by the applicant meet the standards and intent of this section, the zoning district, and this Ordinance to achieve the height bonus.
- c. For items 1 and 2 of Table 4-D for affordable housing, the additional height is the full bonus amount (15 feet).
- d. For items 3 through 7 of Table 4-D, the additional building height is awarded by a point system. Acquired points may be used to increase building height by 1 foot for each point earned, up to the maximum height bonus the Design Review Board has approved, up to the maximum of 15 feet.

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Table 4-D: Commercial Mixed-Use Districts Development Bonus		
	Bonus Action	Bonus Awarded
1	<p>Affordable Housing Option A. Devote 20% of Gross Floor Area (calculated to number of units) for the number of floors above the base maximum height to affordable housing, using local unit size averages. Units must be set aside for households earning 60% AMI or less for a minimum of 30 years.</p> <p><i>Example: UC District Maximum Height with Bonus (70' maximum + 15' additional = 85') Additional 15' would typically be used to build one additional floor, so 20% of the units on one floor of the building must be devoted to affordable housing.</i></p>	Full bonus (15' of height)
2	<p>Affordable Housing Option B. Devote 5% of Gross Floor Area (calculated to number of units) of the total building to affordable housing, using local unit size averages. A minimum of 80% of the affordable units must be set aside for households earning 80% AMI or less, with no more than 20% set aside for households earning between 81% and 110% AMI, for a minimum of 30 years.</p>	Full bonus (15' of height)
3	<p>Provision of Public Civic Space. An additional 5% or more of total lot area is devoted to public civic space above the public civic space required by Section 9.3.</p>	Up to 5 points
4	<p>High Performance Construction I. Points are awarded on a sliding scale based on level of certification the building is designed to achieve: certified, silver, platinum, gold. Alternatively, up to five bonus points may be awarded for building that are designed to meet or exceed the provisions of the NY Stretch Energy Code, which includes elements more stringent than the base Energy Code that is in effect in NYS at the time of construction. An evaluation from a certified third party that demonstrates that buildings and sites meet LEED Certified standards (US Green Building Council); however, LEED certification is encouraged, but not required. An alternate sustainability rating system may be used, subject to approval by the City, and requires an evaluation from a certified third party.</p>	NC: Up to 5 points UC: Up to 5 points
5	<p>High Performance Construction II. Up to five bonus points are also available for buildings that utilize air source or ground source heat pumps as their primary source for heating and cooling.</p>	Up to 5 points
6	<p>Net-Zero Construction. Zero net energy consumption, meaning the total amount of energy used by the building on an annual basis is equal to the amount of renewable energy created on the site, or in other definitions by renewable energy sources off-site. An evaluation from a certified third party is required. Buildings that supplement on-site energy production with purchases of renewable energy from off-site sources in order to meet the zero energy definition are also eligible.</p>	NC: Up to 8 points UC: Up to 10 points
7	<p>Community Space. Community space is provided for residents of the City, including meeting space and/or performance space. A management plan must be submitted, the space must be deed restricted to remain in perpetuity for the community's use, and must be actively marketed to the community.</p>	Up to 5 points

C. Commercial Mixed-Use Districts Design Standards

1. Design Standards

a. The following design standards apply in the commercial mixed-use districts to new construction and to any additions to a structure existing as of the effective date of this Ordinance that exceed 30% or more of the existing structure's square footage. Table 4-E: Commercial Mixed-Use Districts Design Standards establishes the design standards for the commercial mixed-use districts. In the table, a "✓" indicates that the standard is applicable in the district indicated. The absence of a "✓" indicates that the standard does not apply to the district.

b. Design standards may be exempted by the Design Review Board or Planning Board as follows:

i. Standards within the categories of Building Orientation and Site Design may be exempted by the Planning Board.

ii. Where the Design Review Board reviews and approves development, including but not limited to within the Historic Review Overlay District or Architectural Review Overlay District, the Design Review Board may exempt standards in categories outside of those delineated in item i above.

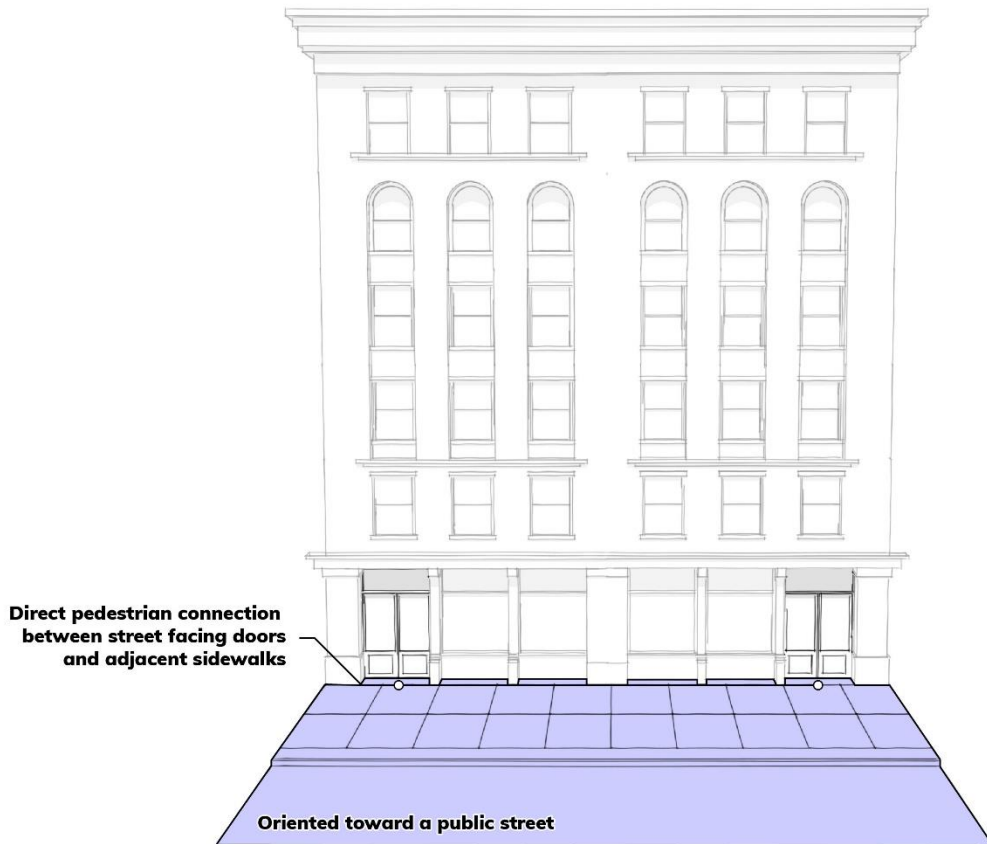
Article 4. Mixed-Use & Commercial Districts

iii. Where the Design Review Board does not review and approve development, the Planning Board may exempt standards in all categories and may request a recommendation from the Design Review Board.

c. Single-family, single-family attached, two-family, and townhouse dwellings are not subject to these standards but rather subject to the design standards by dwelling type of Article 8. Multi-family dwellings are subject to the design standards of Table 4-E.

Table 4-E: Commercial Mixed-Use Districts Design Standards

		NC (T-5)	UC (T-6)
Building Orientation			
1	All buildings must be oriented toward a primary public street.	✓	✓
2	All public entrances must include direct pedestrian connections between street facing doors to adjacent sidewalks, and may not be set back more than ten feet from the building line.	✓	✓
3	Ground floor entrances into individual residential units must be between 2' and 7' above sidewalk grade. Where residential units are located below sidewalk grade, a below grade entrance is permitted, which shall be between 1' and 3' below sidewalk grade.	✓	✓
4	Garage doors must not be located on the front of buildings, but rather must face the side or the rear of the property. If placement on the front of the building is unavoidable, garage doors must be located a minimum of 15 feet behind the principal building line, and are limited to a total 20 feet in width.	✓	✓



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Table 4-E: Commercial Mixed-Use Districts Design Standards

		NC (T-5)	UC (T-6)
Building Form and Facade Design			
5	Building facades that abut a public right-of-way (excluding alleys) must not contain blank wall areas that exceed 30 linear feet, measured per story parallel to the street.	✓	✓
6	Facades must be divided into multiple "modules," expressed through significant architectural changes such as a change in materials, a change in pattern elements such as fenestration, columns or pilasters, or a change in building setback through recesses or projections. For buildings 150' in length or greater, such modules may be no wider than 50 feet.	✓	✓
7	Facades must express a traditional visual distinction between the ground floor and upper stories through architectural features or detailing, change in materials, or a change in pattern elements such as fenestration. Where existing adjacent buildings contain such horizontal features or datum lines distinguishing the ground floor from upper stories, new building facades must match the heights of such features to create visual continuity along the face of a block.	✓	✓
8	Public entrances must incorporate at least two of the following design elements to ensure clear visibility and architectural prominence: <ul style="list-style-type: none"> a. Details including but not limited to awnings, arches, friezes, columns, pilasters, transom or sidelight windows mosaic or tile work, murals, or other public art as an integral feature. b. Integral landscape or seating elements such as planters and benches or seat walls. c. Three-dimensional elements such as corner towers, porticos, arcades or colonnades. 	✓	✓
9	Commercial storefronts must include traditional pedestrian-oriented elements such as display windows, knee walls, transoms and cornices.	✓	✓
10	The ground floor of a building facade abutting a public right-of-way (excluding alleys) must maintain a minimum transparency of 50%, measured between two feet and ten feet in height.	✓	✓
11	The upper floors of a building facade abutting a public right-of-way (excluding alleys) must maintain a minimum transparency of 15% of the wall area of the story.	✓	✓
12	The ground floor of a building facade abutting a rear parking area that contains a public entrance must maintain a minimum transparency of 20%, measured between two and ten feet in height.	✓	✓
13	All architectural openings, including windows, doorways, arches, porch framing, etc. must maintain a height equal to or greater than their width to emphasize the verticality of such elements.	✓	✓
14	Window shutters, whether functional or used as a decorative element, must be used consistently across the building facade, and must be proportioned so as to cover the window opening when closed.	✓	✓
15	Buildings must be designed with consistent building materials and treatments that wrap around all facades visible from a public street. Where material or color treatments change, there should be a significant change in surface plane of a minimum of six inches in difference. Differing materials are encouraged to terminate at inside corners.	✓	✓
16	Mechanical equipment and structural components such as vents must be located and screened to minimize visibility.	✓	✓

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Table 4-E: Commercial Mixed-Use Districts Design Standards

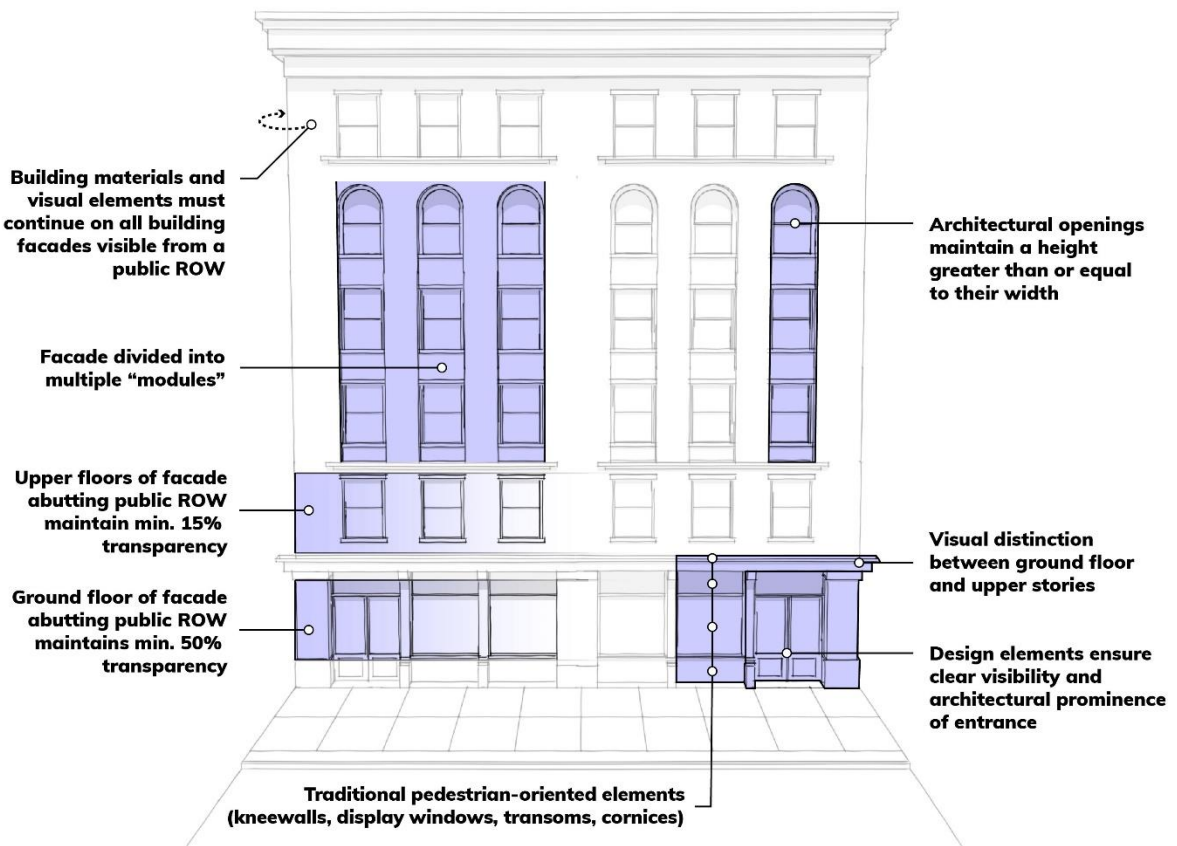

		NC (T-5)	UC (T-6)
 <p>Building materials and visual elements must continue on all building facades visible from a public ROW</p> <p>Facade divided into multiple "modules"</p> <p>Upper floors of facade abutting public ROW maintain min. 15% transparency</p> <p>Ground floor of facade abutting public ROW maintains min. 50% transparency</p> <p>Architectural openings maintain a height greater than or equal to their width</p> <p>Visual distinction between ground floor and upper stories</p> <p>Design elements ensure clear visibility and architectural prominence of entrance</p> <p>Traditional pedestrian-oriented elements (kneewalls, display windows, transoms, cornices)</p>			
Roof Design			
17	Roof forms may include symmetrical pitched roofs or flat roofs with cornice treatments. Slopes of pitched roofs may not be less than 5:12, except that porch roofs may be sheds with pitches not less than 3:12.	✓	✓
18	Rooflines of 100' in length or more must be varied through the use of architectural design elements such as dormers, gables, or projected wall features. Such elements of variation may be no wider than 50'.	✓	✓
19	Reflective roof surfaces that produce glare are prohibited, except for cool roofs intended to radiate absorbed or non-reflected solar energy and reduce heat transfer to the building.	✓	✓
20	Where parapet walls are used, they must feature three-dimensional cornice treatments or other shadow-creating details along their tops.	✓	✓

Table 4-E: Commercial Mixed-Use Districts Design Standards

		NC (T-5)	UC (T-6)
<p>Roof forms may include symmetrical pitched roofs or flat roofs with cornice treatments</p> <p>Where parapet walls are used, they must feature three-dimensional cornice treatments or other shadow-creating elements</p> 			
Site Design			
21	Sites must be designed to ensure safe pedestrian and bicycle access from the public right-of-way, and safe pedestrian and bicycle circulation within the development.	✓	✓
22	A cohesive visual character must be maintained through the use of coordinated hardscape (paving materials, lighting, street furniture, etc.) and landscape treatments within the development.	✓	✓
23	Off-street parking and traffic flow must not interfere with the flow of pedestrian travel or otherwise detract from the aesthetic character of a development or redevelopment.	✓	✓
24	Vehicular access to parking and service areas must be provided from an alley wherever possible. This also applies to corner lots served by alley access.	✓	✓

2. Prohibited Building Materials

a. In the commercial mixed-use districts, the following building materials are prohibited on any nonresidential facade facing a public right-of-way (excluding alleys) or any facade that abuts the lot line of a residential district. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material, unless a review by the Design Review Board, prior to site plan review, approves a greater percentage of use of these materials. Residential structures are subject to the standards for the dwelling type per Article 8.

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- i. Plain concrete masonry units (CMU)
 - ii. Corrugated metal
 - iii. Exposed aggregate concrete wall panels
 - iv. T-111 composite plywood siding
 - v. Cedar shakes as roofing material
 - vi. Plastic
 - vii. Asphalt or vinyl siding
 - viii. Exterior insulation and finish system (E.I.F.S.)
 - ix. Architectural foam
- b. In the Historic Review Overlay District and the Architectural Review Overlay District, the Design Review Board must approve the use or any change in building materials as part of design review.

4.5 COMMERCIAL DISTRICTS STANDARDS

A. Commercial Districts Dimensional Standards

1. Table 4-F: Commercial Districts Dimensional Standards establishes the dimensional standards for the commercial districts.
2. Permitted single-family, single-family attached, two-family, and townhouse dwellings are not subject to these standards but rather subject to the standards of the UN District for such dwelling types.

Table 4-F: Commercial Districts Dimensional Standards		
	OMB	WRB
Bulk		
Minimum Lot Area	10,000sf	20,000sf
Minimum Lot Width	100'	200'
Maximum Building Coverage	40%	45%
Maximum Impervious Surface	70%	70%
Maximum Building Height	40'	40'
Setbacks		
Minimum Front Setback	40'	40'
Minimum Interior Side Setback	15', unless abutting a residential district, then 40'	15', unless abutting a residential district, then 40'
Minimum Corner Side Setback	40'	40'
Minimum Rear Setback	25', unless abutting a residential district, then 50'	25', unless abutting a residential district, then 50'

B. Commercial Districts Design Standards

1. Design Standards

- a. The following design standards apply in the commercial districts to new construction and to any additions to a structure existing as of the effective date of this Ordinance that exceed 30% or more of the existing structure's square footage. Table 4-G: Commercial Districts Design Standards establishes the design standards for the commercial districts. In the table, a "✓" indicates that the standard is applicable in the district indicated. The absence of a "✓" indicates that the standard does not apply to the district.

Article 4. Mixed-Use & Commercial Districts

b. Design standards may be exempted by the Design Review Board or Planning Board as follows:

i. Standards within the category of Site Design may be exempted by the Planning Board.

ii. Where the Design Review Board reviews and approves development, including but not limited to within the Historic Review Overlay District or Architectural Review Overlay District, the Design Review Board may exempt standards in categories outside of those delineated in item i above.

iii. Where the Design Review Board does not review and approve development, the Planning Board may exempt standards in all categories and may request a recommendation from the Design Review Board.

c. Single-family, single-family attached, two-family, and townhouse dwellings are not subject to these standards but rather subject to the design standards by dwelling type of Article 8. Multi-family dwellings are subject to the design standards of Table 4-G.


Table 4-G: Commercial Districts Design Standards			OMB	WRB
Facade Design				
1	Building facades that abut a public right-of-way (excluding alleys) must not contain blank wall areas that exceed 30 linear feet, measured per story parallel to the street.		✓	✓
2	Facades abutting a public right-of-way (excluding alleys) must be divided into multiple "modules," expressed through significant architectural changes such as a change in materials, a change in pattern elements such as fenestration, columns or pilasters, or a change in building setback through recesses or projections. For buildings 150' in length or greater, such modules may be no wider than 50 feet.		✓	✓
3	Building materials and visual elements used on the primary building facade must continue on all building facades that are visible from a public right-of-way.		✓	✓
4	Mechanical equipment and structural components such as vents must be located and screened to minimize visibility.		✓	✓
				
Fenestration Design				
5	The ground floor of the front facade must maintain a minimum transparency of 30%, measured between two and ten feet in height.		✓	✓

Table 4-G: Commercial Districts Design Standards			
		OMB	WRB
	Site Design		
6	Sites must be designed to ensure safe pedestrian and bicycle access from the public right-of-way, and safe pedestrian and bicycle circulation within the development.	✓	✓
7	A cohesive character must be established through the use of coordinated hardscape (paving materials, lighting, street furniture, etc.) and landscape treatments within the development.	✓	✓

2. Prohibited Building Materials

a. In the commercial districts, the following building materials are prohibited on any nonresidential facade facing a public right-of-way (excluding alleys) or any facade that abuts the lot line of a residential district. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material, unless a review by the Design Review Board, prior to site plan review, approves a greater percentage of use of these materials. Residential structures are subject to the standards for the dwelling type per Article 8.

- i. Plain concrete masonry units (CMU)
- ii. Corrugated metal
- iii. Exposed aggregate concrete wall panels
- iv. T-111 composite plywood siding
- v. Cedar shakes as roofing material
- vi. Plastic
- vii. Asphalt or vinyl siding
- viii. Exterior insulation and finish system (E.I.F.S.)
- ix. Architectural foam

b. In the Historic Review Overlay District and the Architectural Review Overlay District, the Design Review Board must approve the use or any change in building materials as part of design review.

4.6 GATEWAY COMMERCIAL DISTRICTS STANDARDS

A. Gateway Commercial Districts Dimensional Standards

1. Table 4-H: Gateway Commercial Districts Dimensional Standards establishes the dimensional standards for the gateway commercial districts.

2. Where allowed in the GC-U district, single-family, single-family attached, two-family, and townhouse dwellings are not subject to the dimensional standards of Table 4-H, but rather are subject to the dimensional standards of the UN District for such dwelling types as specified in Table 4-A.

3. Where allowed in the GC-R district, single-family, single-family attached, two-family, and townhouse dwellings are subject to the dimensional standards of Table 4-H, with the following exceptions:

- a. Minimum building height shall not apply.
- b. Dwellings shall be located behind the primary commercial or mixed use building of the development. The minimum front setback shall be 20 feet from the rear of the primary commercial or mixed use building, or 40 feet from a right-of-way within the development, whichever is greater.
- c. Maximum density of residential dwelling units is subject to Section 4.6.A.4

4. The maximum density of residential dwelling units on any lot within the GC-R district or the portion of a lot within the GC-R district shall be 1 dwelling unit per 15,000 square feet of lot area within the district. Where the calculation of allowed number of dwelling units results in a fraction of a dwelling unit, the result shall be rounded

Article 4. Mixed-Use & Commercial Districts

down to the nearest whole number. The resultant number of dwelling units permitted on the lot may be divided amongst permitted building types.

5. The area designated as GC-R bound by Crescent Avenue to the north, Route 9 to the west, and lands currently zoned as INST-PR to the east and approximately 3,300 feet to the south are subject to the dimensional standards of Table 4-H, with the following exceptions:

- a. Buildings shall include two usable stories. Building footprints greater than 20,000 square feet shall have a minimum of 30% of each structure as 2 stories. A typical rural roof form shall also be applied to this additional story.
- b. The minimum front setback shall be 60 feet.

Table 4-H: Gateway Commercial Districts Dimensional Standards		
	GC-U	GC-R
Bulk		
Minimum Lot Area	10,000sf	20,000sf*
Minimum Lot Width	75'	100'
Maximum Building Coverage	45%	35%
Maximum Impervious Surface	85%	60%
Minimum Building Height	24'	18**
Maximum Building Height	40'	40'
Setbacks		
Minimum Front Setback	Build-to zone of 25' to 40'	40**
Minimum Front Build-Out Percentage	50%	N/A
Minimum Interior Side Setback	15', unless abutting a residential district, then 40'	20', unless abutting a residential district, then 40'
Minimum Corner Side Setback	25'	40'
Minimum Rear Setback	25', unless abutting a residential district, then 50'	25', unless abutting a residential district, then 50'

* See exceptions to these requirements as specified in Section 4.6.A

B. Gateway Commercial Districts Design Standards

1. Design Standards

a. The following design standards apply in the gateway commercial districts to new construction and to any additions to a structure existing as of the effective date of this Ordinance that exceed 30% or more of the existing structure's square footage. Table 4-I: Gateway Commercial Districts Design Standards establishes the design standards for the gateway commercial districts. In the table, a "✓" indicates that the standard is applicable in the district indicated. The absence of a "✓" indicates that the standard does not apply to the district.

b. Design standards may be exempted by the Design Review Board or Planning Board as follows:

- i. Standards within the category of Site Design may be exempted by the Planning Board.
 - ii. Where the Design Review Board reviews and approves development, including but not limited to within the Historic Review Overlay District or Architectural Review Overlay District, the Design Review Board may exempt standards in categories outside of those delineated in item i above.
 - iii. Where the Design Review Board does not review and approve development, the Planning Board may exempt standards in all categories and may request a recommendation from the Design Review Board.
- c. Single-family, single-family attached, two-family, and townhouse dwellings are not subject to these standards but rather subject to the design standards by dwelling type of Article 8. Multi-family dwellings are subject to the design standards of Table 4-I.

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d. The area designated as GC-R bound by Crescent Avenue to the north, Route 9 to the west, and lands currently zoned as INST-PR to the east and approximately 3,300 feet to the south shall incorporate the following design standards in addition to the GC-R standards listed below:

- i. Pedestrian systems should be trails that link commercial nodes to other use areas (ie. Neighborhoods). Trails shall meet the requirements under section 18.5.

SOUTH BROADWAY (Rt. 9) GC-R GATEWAY BOUND BY CRESCENT AVE: CONCEPTUAL PLAN

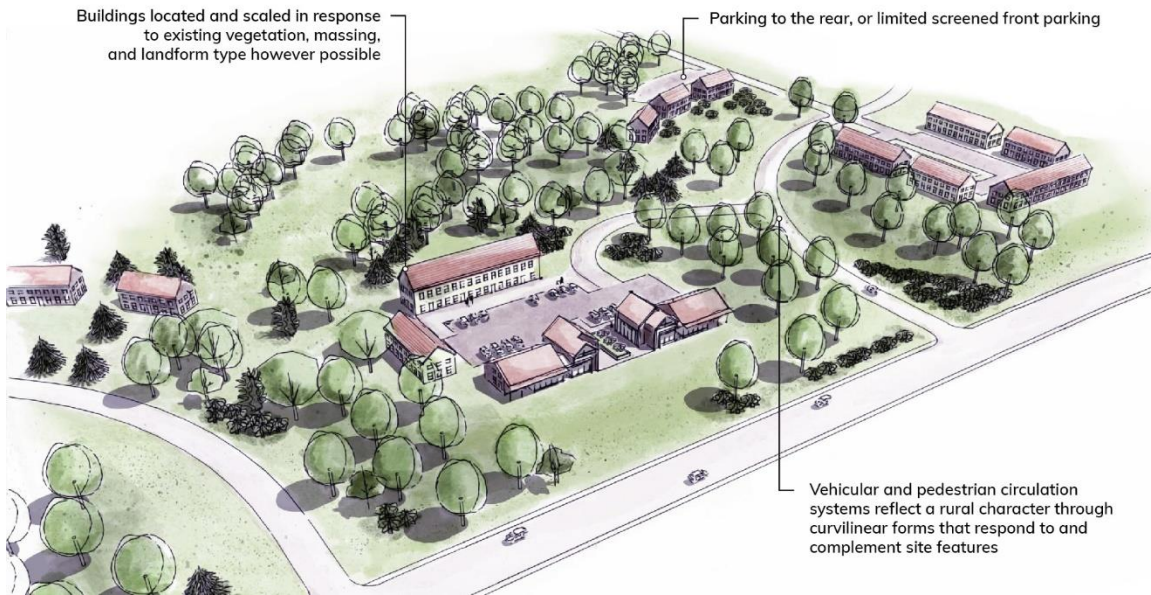


Table 4-I: Gateway Commercial Districts Design Standards

		GC-U	GC-R
	Facade Design		
1	Building facades that abut a public right-of-way (excluding alleys) must not contain blank wall areas that exceed 30 linear feet, measured per story parallel to the street.	✓	✓
2	Facades abutting a public right-of-way (excluding alleys) must be divided into multiple "modules," expressed through significant architectural changes such as a change in materials, a change in pattern elements such as fenestration, columns or pilasters, or a change in building setback through recesses or projections. For buildings 80' in length or greater, such modules may be no wider than 40 feet.	✓	✓
3	Commercial storefronts must include traditional pedestrian-oriented elements such as display windows, bulkheads, transoms, and cornices.	✓	✓
4	All architectural openings, including windows, doorways, arches, porch framing, etc. must maintain a height equal to or greater than their width to emphasize the verticality of such elements.	✓	✓
5	Window shutters, whether functional or used as a decorative element, must be used consistently across the building facade, and must be proportioned so as to cover the window opening when closed.	✓	✓
6	Buildings must be designed with consistent building materials and treatments that wrap around all facades visible from a public street. Where material or color treatments change, there should be a significant change in surface plane of a minimum of six inches in difference. Differing materials are encouraged to terminate at inside corners.	✓	✓
7	Mechanical equipment and structural components such as vents must be located and screened to minimize visibility.	✓	✓

Table 4-I: Gateway Commercial Districts Design Standards



		GC-U	GC-R
 <p>Facade divided into multiple “modules”</p> <p>Traditional pedestrian-oriented elements (kneewalls, display windows, transoms)</p> <p>Architectural openings maintain a height greater than or equal to their width</p> <p>Buildings must be designed with consistent materials and treatments that wrap around all facades visible from a public street</p>			
	Fenestration Design		
8	The ground floor of the front facade must maintain a minimum transparency of 25%, measured between two and ten feet in height.		✓
9	The ground floor of the front facade must maintain a minimum transparency of 40%, measured between two and ten feet in height.	✓	
	Roof Design		
10	Buildings must exhibit a typical rural, pitched roof form, including but not limited to gabled, hipped, gambrel, and barn roof forms.		✓
11	Roof forms may include symmetrical pitched roofs or flat roofs with cornice treatments. Slopes of pitched roofs may not be less than 5:12, except that porch roofs may be sheds with pitches not less than 3:12.	✓	
12	Where parapet walls are used, they must feature three-dimensional cornice treatments or other shadow-creating details along their tops.	✓	
13	Reflective roof surfaces that produce glare are prohibited, except for cool roofs intended to radiate absorbed or non-reflected solar energy and reduce heat transfer to the building.	✓	✓

Table 4-I: Gateway Commercial Districts Design Standards

		GC-U	GC-R
<p>Roof forms must exhibit a typical rural, pitched roof form in the GC-R District</p> <p>In the GC-U District, roof forms may include symmetrical pitched roofs or flat roofs with cornice treatments. Slopes of pitched roofs may not be less than 5:12, except for porch roofs, which may not be less than 3:12</p>  <p>Ground floor of front facade maintains min. 25% (GC-R) or 40% (GC-U) transparency</p>			
Site Design			
14	Sites must be designed to ensure safe pedestrian and bicycle access from the public right-of-way, and safe pedestrian and bicycle circulation within the development.	✓	✓
15	Vehicular and pedestrian circulation systems must reflect a rural character through the use of curvilinear forms that acknowledge and work to complement site features such as vegetation and topography.		✓
16	Off-street parking and traffic flow must not interfere with the flow of pedestrian travel or otherwise detract from the aesthetic character of a development or redevelopment. All off-street parking must be screened or aligned so that light from vehicle headlights do not adversely impact abutting properties.	✓	✓
17	Existing on-site vegetation and topography must be preserved to the extent practicable. Where topography must be altered, cut and fill slopes must be graded to mimic existing slopes, at a maximum of 1:5, and blend smoothly into the surrounding landscape.		✓
18	Site designs must employ techniques such as variation in the height and placement of buildings, as well as clustering of structures and vegetation to reinforce the rural character of the area, and to help preserve scenic views of the surrounding natural landscape.		✓
19	Shared driveways are strongly recommended with the minimum spacing between adjacent driveways on the same side of the street at 500 feet. Access connections on opposite sides of the street should be aligned or off-set so as to eliminate left-turn conflicts. The Planning Board, as part of site plan review, should evaluate the effect of proposed driveway locations on development of abutting properties. Proposals for shared driveways may require cross access easements.		✓

2. Prohibited Building Materials

a. In the gateway commercial districts, the following building materials are prohibited on any nonresidential facade facing a public right-of-way (excluding alleys) or any facade that abuts the lot line of a residential district. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material, unless a review by the Design Review Board, prior to site plan review, approves a greater percentage of use of these materials. Residential structures are subject to the standards for the dwelling type per Article 8.

- i.** Plain concrete masonry units (CMU)
- ii.** Corrugated metal
- iii.** Exposed aggregate concrete wall panels
- iv.** T-111 composite plywood siding
- v.** Cedar shakes as roofing material
- vi.** Plastic
- vii.** Asphalt or vinyl siding
- viii.** Exterior insulation and finish system (E.I.F.S.)
- ix.** Architectural foam

b. In the Historic Review Overlay District and the Architectural Review Overlay District, the Design Review Board must approve the use or any change in building materials as part of design review.

4.7 GENERAL STANDARDS OF APPLICABILITY

A. Site Development Standards

See Article 9 for additional on-site development standards and requirements, such as exterior lighting, accessory structures and uses, and permitted encroachments.

B. Off-Street Parking and Loading

See Article 10 for off-street parking and loading standards and requirements.

C. Landscape

See Article 11 for landscape, buffering, and screening standards and requirements.

D. Signs

See Article 12 for standards governing signs.

Article 5. Institutional Districts

- 5.1 PURPOSE STATEMENTS
- 5.2 USES
- 5.3 INSTITUTIONAL DISTRICTS DIMENSIONAL STANDARDS
- 5.4 GENERAL STANDARDS OF APPLICABILITY

5.1 PURPOSE STATEMENTS

A. INST-ED Institutional Education District

The INST-ED Institutional Education District is intended to accommodate uses that supplement and complement the operation of education-oriented facilities.

B. INST-HTR Institutional Horse Track Related District

The INST-HTR Institutional Horse Track Related District is intended to accommodate the horse track and uses that supplement and complement the horse track operations.

C. INST-MP Institutional Municipal Purpose District

The INST-MP Institutional Municipal Purpose District is intended to accommodate uses associated with the operation and function of local government.

D. INST-PR Institutional Parkland/Recreation District

The INST-PR Institutional Parkland/Recreation District is intended to accommodate areas identified for passive and active recreation.

5.2 USES

A. Article 8 lists permitted, special, and temporary uses for the institutional districts.

B. In the INST-HTR District on lots or parcels that are not part of the horse race track or associated race track training facility, the following uses, whether permitted or special uses per Table 8-A, are allowed for no more than 90 days per calendar year. Said 90 days must include at least 30 days during which a horse racing meet is in operation.

1. Eating and drinking establishments of less than 160 seats, and outdoor dining in association with eating and drinking establishments of less than 160 seats.
2. Indoor and outdoor entertainment; however, hours of operation and the type of entertainment allowed may be limited by special use permit.
3. Administrative offices associated with horse race track activities or services.

C. In the INST-HTR District on lots or parcels that are not part of the horse race track or associated race track training facility, commercial horse stables, whether permitted or special uses per Table 8-A, are allowed to operate only during the timeframe of April 1st through October 31st each year.

5.3 INSTITUTIONAL DISTRICTS DIMENSIONAL STANDARDS

Table 5-A: Institutional Districts Dimensional Standards establishes the dimensional standards for the institutional districts. These regulations apply to all uses within each district unless a different standard is listed for a specific use.

Table 5-A: Institutional Districts Dimensional Standards				
	INST-ED	INST-HTR	INST-MP	INST-PR
Bulk				
Minimum Lot Area	12,500sf	20,000sf	2 acres	2 acres
Minimum Lot Width	100'	100'	200'	200'
Maximum Building Coverage	30%	45%	70%	N/A
Maximum Impervious Surface Coverage	70%	80%	80%	15%
Maximum Building Height	50'	60'	50'	40'
Setbacks				
Minimum Front Setback	30'	30'	100'	60'
Minimum Interior Side Setback	12'	12', unless abutting a residential district, then 40'	20', unless abutting a residential district, then 50'	30'
Minimum Corner Side Setback	30'	30'	50'	30'
Minimum Rear Setback	30'	30', unless abutting a residential district, then 50'	50'	100'

5.4 GENERAL STANDARDS OF APPLICABILITY

A. Site Development Standards

See Article 9 for additional on-site development standards and requirements, such as exterior lighting, accessory structures and uses, and permitted encroachments.

B. Off-Street Parking and Loading

See Article 10 for off-street parking and loading standards and requirements.

C. Landscape

See Article 11 for landscape, buffering, and screening standards and requirements.

D. Signs

See Article 12 for standards governing signs.

Article 6. Industrial Districts

- 6.1 PURPOSE STATEMENTS
- 6.2 USES
- 6.3 INDUSTRIAL DISTRICTS DIMENSIONAL STANDARDS
- 6.4 GENERAL STANDARDS OF APPLICABILITY

6.1 PURPOSE STATEMENTS

A. IND-L Light Industrial District

The IND-L Light Industrial District is intended to accommodate light industrial, warehouse, and related business uses in areas where the intensity of the uses will have minimum adverse impacts on neighboring uses.

B. IND-G General Industrial District

The IND-G General Industrial District is intended to accommodate light, moderate, and heavy industrial uses in areas where the intensity of the uses will have minimum adverse impacts on neighboring uses.

C. IND-X Industrial Extraction District

The IND-X Industrial Extraction District is intended to accommodate mining and associated extractive uses.

6.2 USES

Article 8 lists permitted, special, and temporary uses for the industrial districts.

6.3 INDUSTRIAL DISTRICTS DIMENSIONAL STANDARDS

A. Table 6-A: Industrial Districts Dimensional Standards establishes the dimensional standards for the industrial districts. These regulations apply to all uses within each district unless a different standard is listed for a specific use.

B. In the IND-X District, the maximum building height standard applies to principal buildings. Equipment and accessory structures used in extraction are permitted to exceed this height when such additional height is required to function as an essential part of the use and operation.

Table 6-A: Industrial Districts Dimensional Standards			
	IND-L	IND-G	IND-X
Bulk			
Minimum Lot Area	20,000sf	40,000sf	10 acres
Minimum Lot Width	100'	200'	500'
Maximum Building Coverage	50%	70%	80%
Maximum Impervious Surface Coverage	80%	70%	80%
Maximum Building Height	50'	50'	50'
Setbacks			
Minimum Front Setback	40'	40'	Extraction/Quarry: 100' Other Uses: 50'
Minimum Interior Side Setback	15', unless abutting a residential district, then 40'	15', unless abutting a residential district, then 40'	50'
Minimum Corner Side Setback	40'	40'	Extraction/Quarry: 100' Other Uses: 50'
Minimum Rear Setback	25', unless abutting a residential district, then 50'	30', unless abutting a residential district, then 50'	Extraction/Quarry: 100' Other Uses: 50'

6.4 GENERAL STANDARDS OF APPLICABILITY

A. Site Development Standards

See Article 9 for additional on-site development standards and requirements, such as exterior lighting, accessory structures and uses, and permitted encroachments.

B. Off-Street Parking and Loading

See Article 10 for off-street parking and loading standards and requirements.

C. Landscape

See Article 11 for landscape, buffering, and screening standards and requirements.

D. Signs

See Article 12 for standards governing signs.

Article 7. Special Purpose Districts

- 7.1 WP WATER PROTECTION OVERLAY DISTRICT
- 7.2 FLOODPLAIN OVERLAY DISTRICT
- 7.3 HISTORIC REVIEW OVERLAY DISTRICT
- 7.4 ARCHITECTURAL REVIEW OVERLAY DISTRICT

7.1 WP WATER PROTECTION OVERLAY DISTRICT

A. Purpose Statement

The WP Water Protection Overlay District is intended to protect the variety of water resources within the City including the wetlands, watercourses, public water supply, and water wellheads, to reduce flooding, protect water quality and control watercourse pollution, minimize sedimentation and erosion, and preserve recreational, aesthetic and open space benefits.

B. Loughberry Lake Public Water Supply Reservoir

No principal buildings, accessory structures, or paved surfaces are permitted on land within 300 linear feet from the highwater elevation for the Loughberry Lake Public Water Supply Reservoir.

C. Water Wellhead

No principal buildings, accessory structures, or paved surfaces are permitted on land within 100 linear feet from any public water wellhead.

D. Wetlands

No principal buildings, accessory structures, or paved surfaces are permitted on land within 100 linear feet of lands and waters identified as Class I and Class II Freshwater Wetlands by the Commissioner of the New York State Department of Environmental Conservation (DEC) or within 50 linear feet of federal wetlands.

1. Class I and Class II Freshwater Wetlands are generally shown on the maps entitled "Final Freshwater Wetlands Maps-Saratoga County" prepared by the New York State Department of Environmental Conservation. The precise boundaries of such wetlands may be determined by field inspection by the New York State Department of Environmental Conservation.
2. Federal wetlands include areas of jurisdiction by the U.S. Army Corps of Engineers, which may require jurisdictional determination.
3. An exception to permit encroachment into the DEC wetland buffer areas may be permitted by the Planning Board in consultation with the jurisdictional authority and by issuance of a Watercourse/Wetland Permit, per Section 13.6.
4. An exception to permit encroachment into the federal wetland buffer areas may be permitted by the Planning Board by issuance of a Watercourse/Wetland Permit, per Section 13.6.

E. Streams and Regulated Watercourses

1. Applicability

All water and land within 100 linear feet of the centerline of all City streams with a mean high water channel top width between 10 feet and 50 feet are subject to the standards of this section. Maps of these regulated watercourse areas are available in the City Clerk's Office and in the Office of Planning and Economic Development.

2. Activities Subject to Watercourse/Wetland Permit

A Watercourse/Wetland Permit, per Section 13.6, is required before undertaking the following activities:

- a. Any development activity subject to subdivision or site plan review.
- b. The replacement in-kind of any lawfully existing structure.
- c. New construction, reconstruction, or replacement of accessory structures 500 square feet or less in ground floor area.
- d. The installation, reconstruction, replacement, or maintenance of non-municipal or private utilities.

Article 7. Special Purpose Districts

- e. The installation, reconstruction, or replacement of a culvert, bridge, or streetcrossing.
- f. The installation, reconstruction, or replacement of paved areas.
- g. The discharge of storm water, ground water, or treated wastewater.
- h. Grading, except for residential lawn maintenance, gardening activities, or agricultural uses.
- i. Removal of live vegetation, except for reasonable upkeep or the preservation of the property.
- j. The application of chemical fertilizers and pesticides.

3. Activities Exempt from Permit

The following activities are exempt from a Watercourse/Wetland Permit:

- a. Agricultural activities, except for livestock enclosures.
- b. Watercourse maintenance activities if carried out in accordance with applicable New York State DEC standards, requirements, and permits.
- c. The following activities related to the maintenance and upkeep of property:
 - i. Lawn care, except for the application of chemical fertilizers and pesticides.
 - ii. Gardening.
 - iii. Tree and shrub care.
 - iv. Removal of dead and deteriorating vegetation.
 - v. Planting of native riparian vegetation.
- d. Municipal utility crossings.
- e. Maintenance and reconstruction of municipal utilities.

4. Prohibited Activities

The following activities are prohibited:

- a. Installation of any septic tank, leach field, or other on-site sewage disposal facility.
- b. Storage or dumping of any waste material, or debris that would alter the natural contours or characteristics of the watercourse.
- c. New construction of accessory structures over 500 square feet in ground floor area.
- d. New construction of a principal structure.
- e. Watercourse alteration through piping, filling, or excavation.

7.2 FLOODPLAIN OVERLAY DISTRICT

A. Purpose

The Floodplain Overlay District is intended to minimize and prevent adverse effects of proposed development within areas of special flood hazard within the City of Saratoga Springs, by limiting the establishment of uses that may pose a danger to public health, safety, and property during times of flooding, and regulating development that may increase the potential impacts of a major storm event, or exacerbate impacts on land adjacent to the floodplain.

B. Applicability

The Floodplain Overlay District applies to all areas of special flood hazard within the jurisdiction of the City of Saratoga Springs, as identified on the Flood Insurance Rate Map (FIRM) for Saratoga County, New York published by the Federal Emergency Management Agency (FEMA) as amended.

C. Flood Damage Prevention

All lands within the Floodplain Overlay District are subject to the regulations of Chapter 120 (§120-1 – §120-21) of the City Code, Flood Damage Prevention, as amended.

7.3 HISTORIC REVIEW OVERLAY DISTRICT

A. Purpose

The Historic Review Overlay District is intended to protect, enhance, and preserve the landmarks and historic districts of Saratoga Springs in order to promote the many significant historic, landscape, architectural, and cultural resources that constitute its heritage.

B. Applicability and Review

The actions outlined in Section 13.9 are subject to historic review by the Design Review Board within the Historic Review Overlay District.

7.4 ARCHITECTURAL REVIEW OVERLAY DISTRICT

A. Purpose

The City finds that appropriate architectural design and the consistent quality of building exteriors directly contribute to the positive value of real property, the enhancement of community character, and the health, safety, and general welfare of the City's residents. Therefore, the intent of this section is to provide architectural standards for the construction, maintenance, and enhancement of structures within designated areas of the City.

B. Applicability and Review

The actions outlined in Section 13.9 are subject to architectural review by the Design Review Board within the Architectural Review Overlay District. In the event that a property is located in both the Architectural Review Overlay District and the Historic Review Overlay District, the requirements of the Historic Review Overlay District shall control.

C. Architectural Review Overlay District Boundaries

1. Where Architectural Review Overlay district boundaries are indicated as approximately following lot lines or projections thereof, said boundaries are construed to be coincident with such lines. Where district boundaries encompass more than 80% of a lot's area, the entire lot shall be subject to the Architectural Review provisions of Section 13.9.
2. For Architectural Review Overlay district boundaries aligned parallel or approximately parallel to major travel corridors and/or arterial streets, the following shall apply:
 - a. Any lot or zoning lot indicated on the overlay map to be partially within the Architectural Review Overlay District which contains a lot line abutting the travel corridor or arterial street shall be subject to the Architectural Review provisions of Section 13.9 to the full extents of the zoning lot.

Article 7. Special Purpose Districts

- b. A zoning lot indicated on the overlay map to be partially within the Architectural Review Overlay District which does not contain any lot line abutting the travel corridor or arterial street shall be subject to the Architectural Review provisions of Section 13.9 to the full extents of the zoning lot if 50% or more of the length of the front lot line is within the indicated boundaries of the overlay district. If more than 50% of the length of the front lot line is not within the indicated boundaries of the overlay district, the zoning lot is not subject to Architectural Review.
3. Where the application of this section leaves doubt as to the applicability of the requirements of the Architectural Review Overlay District for a specific lot or zoning lot, the Zoning Officer shall determine whether the lot or zoning lot is subject to Architectural Review.

Article 8. Uses

- 8.1 GENERAL USE REGULATIONS
- 8.2 USE MATRIX
- 8.3 USE RESTRICTIONS
- 8.4 PRINCIPAL USE DEFINITIONS AND STANDARDS
- 8.5 TEMPORARY USE DEFINITIONS AND STANDARDS

8.1 GENERAL USE REGULATIONS

- A. No structure or land may be used or occupied unless allowed as a permitted use or special use, or by use variance within the zoning district.
- B. Any use that is not included in the use matrix and cannot be interpreted as part of a use within the matrix is prohibited in all districts.
- C. All uses must comply with the use standards of Section 8.4, when applicable, as well as all other regulations of this Ordinance.
- D. All uses must comply with any applicable federal and state ordinances and requirements, as well as any additional City ordinances.
- E. Certain uses are defined to include ancillary uses, which may be listed separately in the use matrix, when they provide necessary support and/or are functionally integrated into the principal use.
- F. All special uses require site plan review unless specifically indicated as exempt. In addition, section 13.5 may require site plan review for certain uses in all cases.

8.2 USE MATRIX

Table 8-A: Use Matrix identifies the principal and temporary uses allowed within each zoning district.

- A. P indicates that the use is permitted by-right in the district provided the use conforms to the definition and any applicable use standards of Section 8.4.
- B. S indicates that the use is a special use in the district and requires special use permit.
- C. For temporary uses, a T indicates the temporary use is allowed in the district and may require approval of a temporary use permit per the standards of Section 8.5.
- D. If a cell is blank, the use is not allowed in the district.

8.3 USE RESTRICTIONS

Additional use restrictions apply as follows. Additional restrictions on uses may be found in other sections of this Ordinance:

- A. Section 5.2.B includes additional use restrictions for uses within the INST-HTR District.
- B. Section 8.4.II includes additional use restrictions for multi-family dwellings within the UC District.

TABLE 8-A: USE MATRIX																							
See Section 8.4 for Use Definitions and Standards																							
P = Permitted Principal Use // S = Special Use, Principal Use // T = Permitted Temporary Use																							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Adult Care Facility						S				S	S	S	P		S	S							
Adult Use											S	S										S	
Agriculture	P																						
Amusement Facility - Indoor											P	P		S	P								
Amusement Facility - Outdoor											S			S	S			S					
Animal Care Facility - Large Animal	P																	S					
Animal Care Facility - Small Animal with Outdoor Areas	S									S	S				S	S							
Animal Care Facility - Small Animal with No Outdoor Areas	P									P	P	P			P	P							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Animal Grooming Establishment								P	S	P	P	P			P	P							
Art Gallery								P	P	P	P	P			P	P	P						
Artisan Live/Work								P	P	P													
Arts and Fitness Studio								P	P	P	P	P			P	P							
Bed and Breakfast	S	S	S	S	S	S		S	S	S			S										
Body Modification Establishment								P	P	P	P	P			P								
Broadcasting Facility TV/Radio-With Antenna																	P				P		
Broadcasting Facility TV/Radio-No Antenna								P	P	P	P	P			P	P	P				P		
Campground																				P			
Car Wash											S				S	S							
Cemetery	S			S	S															P			
Children's Home	S	S	S	S	S	S		S		S													

TABLE 8-A: USE MATRIX																							
See Section 8.4 for Use Definitions and Standards																							
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PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Commercial Kitchen (Standalone)										P	P	S			P	P	P				P		
Community Center		S	S	S	S	S		P	P	P	P	P	P		P	P	P		P	P			
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Country Club	S															S				P			
Cultural Facility								P	P	P	P	P		P	P	P	P	S	P	P			
Day Care Center: Child Day Care Center								S	S	S	P	P	P		P	P	P		P				
Day Care Center: Small Day Care Center								S	S	P	P	S			P	P	P		P				
Day Care Home: Family Day Care Home	P	P	P	P	P	P		P	P	P	P												
Day Care Home: Group Family Day Care Home	P	P	S	S	S	S		S	S	P													
Day Care Home: Social Adult Day Care	S	S	S	S	S	S		S	S	S	S		P										
Dormitory																	P	S					
Drive-Through Facility											S				S	S							
Drug Treatment Clinic													S		S								
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Dwelling - Caretaker																		S					S
Dwelling – Historic Carriage House/Barn	S	S	S	S	S	S																	
Dwelling - Manufactured Home							P																
Dwelling - Multi-Family: Above the Ground Floor						P				P	P	P			P	P							
Dwelling - Multi-Family: Residential Only Structure						P				P	S	S			S	S							
Dwelling - Secondary Dwelling Unit					P	P		S	S	S													
Dwelling - Single-Family	P	P	P	P	P	P		P	P	P	P		P		P	S	S	S					
Dwelling - Single-Family - Attached					P	P		P	P	P	P		P		P	S	S						
Dwelling - Townhouse						P		P	P	P	P				S	S	S						

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PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Dwelling - Two-Family					P	P		P	P	P	P		P		P	S	S						
Eating and Drinking Establishment - More Than 40 Seats											P	P	S	P	P	P		S					
Eating and Drinking Establishment - 40 Seats or Less								P	P	P	P	P	S	P	P	P		S					
Educational Facility - Primary or Secondary	S	S	S	S	S	S											P						
Educational Facility - University or College											P	P					P						
Educational Facility - Vocational								S		S	P	P	P		P	P	P		P		P	P	
Extraction of Stone Sand Gravel - May Include Concrete Mix Plant, Asphalt Mix Plant																							P
Family-Type Homes for Adults	P	P	P	P	P	P		P	P	P	P						P						
Financial Institution										P	P	P	P		P	P	P				P		
Financial Institution, Alternative															S								
Food Bank																					P		
Food Pantry										P	P	P			P	P							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Food Truck Park										S	S		S	S	S		S	S		S	S		
Freight Terminal																						S	
Funeral Home					S										S	S							
Gas Station															S						S	S	
Golf Course/Driving Range	S																			P			
Greenhouse/Nursery	S														S	S				P			
Health Spa										S	S	S	S		S	S				S			
Heavy Equipment Sales, Service, and Storage																					S	S	
Horse Race Track																		P					

TABLE 8-A: USE MATRIX																							
See Section 8.4 for Use Definitions and Standards																							
P = Permitted Principal Use // S = Special Use, Principal Use // T = Permitted Temporary Use																							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Horse Stable, Commercial	S																	S		S			
Hospital													P				P						
Hotel - 20 or Less Guestrooms						S				S	P	P		S	P	P							
Hotel - More Than 20 Guestrooms											P	P			P	P							
Industrial Design								P	P	P	P	P			P	P	P				P	P	
Industrial - Artisan - No Outdoor Storage or Activity									P	P	P	P			P	P					P	P	
Industrial - Artisan - With Outdoor Storage or Activity									S	S	S	S			S	S					P	P	
Industrial - General																			P			P	
Industrial - Light																					P	P	
Inn	S	S	S	S	S	S				S	P	P	S	S	P	P							
Live Performance Venue									S	S	P	P		S			P			S			
Lodging House	S	S	S	S	S	S		S	S	S													
Manufactured Home Park							P																
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Marijuana Dispensary											S				S	S							
Marina	S													P						S			
Medical/Dental Office										P	P	P	P		P	P							
Micro-Production of Alcohol	S							S	S	S	P	P		S	P	P					P		
Neighborhood Commercial Establishment		S	S	S	S	S																	
Office								P	P	P	P	P	P		P	P	P		P				
Outdoor Dining								S	S	P	P	P		P	P	S		S					
Outdoor Storage Yard																					P	P	
Park/Playground	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P			

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P = Permitted Principal Use // S = Special Use, Principal Use // T = Permitted Temporary Use																							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Parking Lot (Principal Use)																	P		P		P	P	
Parking Structure (Principal Use)											S	S	S		S		P	S	P		P	P	
Passenger Terminal											S				S	S			S				
Personal Service Establishment - 2,000sf or Less GFA								P	P	P	P	P	P	P	P	P							
Personal Service Establishment - More Than 2,000sf GFA										P	P	P		P	P	P							
Place of Worship	S	S	S	S	S	S	S	P	P	P	P	P	P		P	P	P						
Private/Social Club	S	S	S	S	S	S		P	P	P	P	P			P	P							
Reception Facility											S	S		S	S	S							
Research and Development																	P				P	P	
Residential Care Facility						S				S	S	S	P		S	S							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Retail Goods Establishment - 2,000sf or Less GFA								P	P	P	P	P		P	P	P							
Retail Goods Establishment- More Than 2,000sf GFA											P	P		P	P	P							
Rooming House, Small - Owner Occupied	P	P	P	P	P	P		P	P	P	P												
Rooming House, Small - Non-Owner	P	P	P	P	P	P		P	P	P	P												
Rooming House, Medium - Owner Occupied	S	S	S	S	S	S		S	S	S	S												
Rooming House, Medium - Non-Owner	S	S	S	S	S	S		S	S	S	S												
Rooming House, Large - Owner Occupied		S	S	S	S	S		S		S	S												
Rooming House, Large - Non-Owner		S	S	S	S	S		S		S	S												
Self-Storage Facility: Enclosed											S				S						P	P	
Self-Storage Facility: Outdoor																					P	P	
Shelter, Domestic Violence	P	P	P	P	P	P		P	P	P	P	P	P										

TABLE 8-A: USE MATRIX																							
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P = Permitted Principal Use // S = Special Use, Principal Use // T = Permitted Temporary Use																							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Shelter, Emergency											S	S	P		P	P			P				
Shelter, Homeless											S	S	S		S	S							
Social Service Center								S	S	P	P	P	P		P	P	P		P				
Solar Energy System - Tier 3	S																S		S		S	S	
Specialty Food Service								P	P	P	P	P			P	P							
Transitional Living Facility			S	S	S	P				P	P	P											
Vehicle Dealership - Outdoor															S								
Vehicle Dealership - Enclosed Only											S				S								
Vehicle Operation Facility																					P	P	
Vehicle Rental - Outdoor															S								
Vehicle Rental - Enclosed Only											S	S			S								
Vehicle Repair/Service											S				S								
Warehouse																					P	P	
Wholesale Establishment																					P	P	
Wind Energy System	S																		S		S	S	
Wireless Telecommunications Facilities *Allowed subject to the standards of Section 8.4	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

TABLE 8-A: USE MATRIX																							
See Section 8.4 for Use Definitions and Standards																							
P = Permitted Principal Use // S = Special Use, Principal Use // T = Permitted Temporary Use																							
TEMPORARY USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Farmers Market	T	T						T	T	T	T	T	T	T	T	T	T	T	T	T			
Farmstand	T	T	T	T	T	T		T	T	T				T	T	T	T	T	T	T			
Mobile Food Vendor								T	T	T	T		T	T	T	T	T	T	T	T	T	T	
Real Estate Project Sales Office/Model Unit	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T						
Temporary Cell on Wheels (COW)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
Temporary Contractor's Office and Contractor's Yard	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
Temporary Manufactured Home Dwelling	T	T	T	T	T	T																	
Temporary Outdoor Entertainment	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T			
Temporary Outdoor Sales	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T			
Temporary Outdoor Storage Container	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T

8.4 PRINCIPAL USE DEFINITIONS AND STANDARDS

A. Adult Care Facility (ACF)

1. Definition

A facility that provides long-term, non-medical residential services to five or more adults who are substantially unable to live independently due to physical, mental, or other limitations associated with age or other factors. ACFs are not licensed to provide for nursing or medical care. ACFs include adult homes and assisted living facilities as defined and licensed by New York State.

2. Standards

- a. An ACF must be licensed by and follow all regulations established by New York State. For an ACF that operates as an assisted living facility, additional licenses are required by New York State.
- b. ACFs must meet the dimensional and design standards of multi-family dwellings.

B. Adult Use

1. Definition

A business that sells or disseminates explicit sexual material, and at which access to the public display of explicit sexual material is restricted to persons 18 years of age or older. An adult bookstore, adult cabaret, or adult motion picture theater are considered adult uses and are defined as follows:

a. Adult Retail

A business which offers for sale or rent 15% or more of materials any of the following: publications, books, magazines, periodicals, photographs, films, motion pictures, video cassettes, DVD, or other video reproductions, or other visual representations that depict or describe specified sexual activities or specified anatomical areas, or instruments, devices, or paraphernalia that are designed for use in connection with specified sexual activities.

b. Adult Arcade

A business where, for any form of consideration, one or more still or motion picture projectors, slide projectors or similar machines are used to show films, motion pictures, video cassettes, DVD, slides, computer generated graphics, or other photographic reproductions which are characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas.

c. Adult Cabaret

A business that features dancers, go-go dancers, exotic dancers or similar entertainers, or live entertainment, in which persons regularly appear in a state of nudity, or where live performances are characterized by the exposure of specified anatomical areas or by specified sexual activities. Adult cabaret establishments specifically exclude minors, or minors are specifically prohibited by statute or ordinance, regardless of whether any such business is licensed to sell alcoholic beverages.

d. Adult Motion Picture Theater

A business used for presenting motion pictures that are distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas for observation by patrons.

e. Adult Hotel/Motel

A hotel or motel or similar business establishment that rents, leases or lets any room for less than a six hour period, or rents, leases or lets any single room more than twice in a 24 hour period.

f. Additional Related Definitions

The following definitions describe the sexually-oriented activities contained within the general definitions for the above adult uses:

i. Sexually Oriented Devices

Any artificial or simulated specified anatomical area or other device or paraphernalia that is designed in whole or part for specified sexual activities.

ii. Specified Anatomical Area

Less than completely and opaquely covered genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola, or human male genitals in a discernible turgid state, even if completely and opaquely covered.

iii. Specified Sexual Activities

Any activity that includes human genitals in a state of sexual stimulation or arousal; acts of human masturbation, sexual intercourse, or sodomy; or fondling or erotic touching of human genitals, pubic regions, buttocks, or female breasts, even if completely and opaquely covered.

2. Standards

a. Adult uses are recognized as having serious negative secondary effects such as increased crime rates, decreased property values, curtailed retail trade, deterioration of the quality of life, and spread of sexually transmitted diseases.

b. The adverse impacts are compounded when several establishments are concentrated under certain circumstances and in close proximity of one another, thereby having a deleterious effect upon the adjacent area. Special regulation of such uses is necessary to ensure that these adverse effects will not contribute to the blighting or downgrading of the surrounding neighborhood and, thereby, have a direct deleterious effect on the health, safety and general welfare of the City and its inhabitants. These supplemental regulations are for the purpose of preventing a concentration of this use in any one area.

c. No adult use is permitted within 2,500 feet from the nearest property line of any educational facility - primary or secondary, cultural facility, park/playground, or place of worship.

d. No adult use is permitted within 2,500 feet from the nearest property line of any other adult use.

e. In addition to the penalties of Article 20, a violation of this section is punishable by a fine not exceeding \$1,000, or by imprisonment not exceeding six months, or by both fine and imprisonment. Each day, or any portion thereof, in which any violation of this section is committed or continued constitutes a separate offense. In addition to these penalties, the City may institute any appropriate action or proceedings to enjoin the establishment or continuance of such use in violation of the provisions hereof, or take such other legal or administrative action deemed necessary or desirable to correct or abate such violation.

C. Agriculture

1. Definition

Land and associated structures used to grow crops and/or raise livestock for sale, personal food production, donation, and/or educational purposes. The agriculture use includes dormitories that are accessory to the principal activity of agriculture. Agriculture also includes the use of farmstands for the sale of crops grown on the premises.

2. Standards

A manufactured home used as a dwelling is permitted for farm workers within State-established Agricultural Districts.

D. Amusement Facility - Indoor

1. Definition

A facility for spectator and participatory uses conducted within an enclosed building, such as movie theaters, sports arenas, bowling alleys, tumbling centers, skating centers, roller rinks, escape room/physical adventure game facilities, and pool halls. Indoor amusement facilities do not include live performance venues. An indoor amusement facility may include uses such as, but not limited to, concession stands, eating and drinking establishments, and retail sales as ancillary uses.

E. Amusement Facility - Outdoor

1. Definition

A facility for spectator and participatory uses conducted outdoors or within partially enclosed structures, such as outdoor sports stadiums, batting cages, and miniature golf courses. An outdoor amusement facility may include uses such as, but not limited to, concession stands, eating and drinking establishments, and retail sales as ancillary uses. Outdoor amusement facilities do not include horse race tracks.

F. Animal Care Facility – Large Animal

1. Definition

An establishment that provides care for large animals, such as horses and cattle, including veterinary offices for the treatment of animals, where animals may be boarded during their convalescence. For those that do not treat animals on-site and no animals are brought to the office, such establishments are treated as an office use.

G. Animal Care Facility – Small Animal

1. Definition

An establishment which provides care for domestic animals, including veterinary offices for the treatment of animals, where animals may be boarded during their convalescence, animal training centers and clubs, and pet boarding facilities, where animals are boarded during the day and/or for short-term stays. An animal care facility - small animal may also include grooming services.

2. Standards

These standards do not apply to any animal shelters operated by a City agency.

- a. Animal care facilities with outdoor areas must locate outdoor exercise areas in the rear yard.
- b. Outdoor exercise areas for animal care facilities must provide covered areas over a minimum of 30% of the area to provide shelter against sun/heat and weather. A solid fence a minimum of six feet and a maximum of seven feet in height is required along the perimeter of all outdoor exercise areas.
- c. Animal care facilities must locate all overnight boarding indoors.
- d. All animal quarters and exterior exercise areas must be kept in a clean, dry, and sanitary condition.

H. Animal Grooming Establishment

1. Definition

An establishment that provides grooming services for domestic animals.

I. Art Gallery

1. Definition

An establishment that sells, loans and/or displays paintings, sculpture, photographs, video art, or other works of art. Art gallery does not include a cultural facility, such as a library or museum, which may also display paintings, sculpture, photographs, video art, or other works.

J. Artisan Live/Work

1. Definition

A structure combining a dwelling unit with arts-related activities, such as painting, photography, sculpture, music and film, principally used by one or more of the residents. If the use is allowed in the district, the dwelling may be combined with an arts and fitness studio (excluding any private exercise studios for private sessions with trainers and/or private classes), art gallery, artisan industrial (no outdoor storage or activity), or industrial design that is principally used by one or more of the residents. The property owner must obtain a building permit and/or certificate of occupancy to establish an Artisan Live/Work or to revert an Artisan Live/Work to a dwelling unit.

K. Arts and Fitness Studio

1. Definition

An establishment where an art or activity is taught, studied, or practiced such as dance, martial arts, photography, music, painting, gymnastics, pilates, or yoga. An arts and fitness studio also includes private exercise studios for private sessions with trainers and/or private classes; health clubs are not an arts and fitness studio, but rather a personal service establishment.

L. Bed and Breakfast

1. Definition

A converted single-family or two-family dwelling where a resident/owner provides lodging for less than 30 days for a daily fee in no more than five guest rooms and prepares meals for guests. A bed and breakfast may include dining facilities for the guests. A bed and breakfast may only result from the conversion of a single-family or two-family dwelling.

2. Standards

- a. A bed and breakfast is limited to a maximum of five guestrooms.
- b. The exterior of a bed and breakfast use must maintain its original appearance as a single-family or two-family dwelling. No parking may be located in front of the front building facade.
- c. Cooking equipment is prohibited in individual guestrooms. However, this does not include a mini-refrigerator, coffee maker, and/or a microwave, which are allowed.
- d. No retail sales are permitted with the exception of ancillary retail of related items, such as souvenirs, postcards, and snack items.
- e. No bed and breakfast may operate an eating and drinking establishment. Meals may only be served to registered guests.
- f. One sign, either freestanding, window, or wall, is permitted. Such sign may not exceed six square feet in sign area. Freestanding signs are limited to five feet in height and must be a minimum of five feet from any lot line.

M. Body Modification Establishment

1. Definition

An establishment that offers tattooing services, body piercing, and/or non-medical body modification. Body modification establishment does not include an establishment that offers only ear piercing as an ancillary service.

N. Broadcasting Facility - TV/Radio

1. Definition

A facility engaged in broadcasting and information relay services for radio and television signals, including studio facilities. A broadcasting facility may or may not include antennas to broadcast the signal.

O. Campground

1. Definition

Land used for camping in tents, camp trailers, travel trailers, or similar movable or temporary sleeping quarters.

2. Standards

- a. The minimum area for a campground is six acres.
- b. All campgrounds must be licensed by and follow all regulations established by New York State.

c. Management headquarters, recreational facilities, coin operated laundry facilities, cabins for counselors, overnight accommodations, living space, and other uses and structures customarily associated with the operation of a campground are permitted.

d. Storage of equipment must be within enclosed structures.

e. Year-round residency is prohibited at any campground. Use of camping units or recreational vehicles as a principal residence is prohibited. This excludes any structures erected for a caretaker or campground manager, which may be a year-round residency.

f. A 30 foot perimeter setback from the lot line of the campground is required. No structures or campsites are allowed within this setback. The perimeter setback must be landscaped with shrubs spaced sufficiently to form a continuous linear hedgerow at plant maturity, and one shade or evergreen tree planted at an average of one tree for every 30 linear feet. Preservation of existing vegetation is encouraged and may be substituted for the required plantings.

P. Car Wash

1. Definition

An establishment for the washing and cleaning of vehicles or other light duty equipment, whether automatic, by hand, or self-service. The car wash facility may be within an enclosed structure, an open bay structure, or similar configurations.

2. Standards

When a car wash abuts the lot line of a residential or residential mixed-use district, it must be screened along the applicable lot line as follows:

a. Along the rear lot line with a solid fence or wall, a minimum of six feet and a maximum of eight feet in height.

b. Along the interior side lot line with a solid fence or wall, a minimum of six feet and a maximum of eight feet in height up to the residential lot's front yard line. At the front yard line, the fence must be a minimum of 3.5 feet and a maximum of four feet.

Q. Cemetery

1. Definition

Land and structures reserved for the interring of human remains or the interring of animal remains. Cemeteries may include structures for performing religious ceremonies related to the entombment of the deceased, mortuaries, including the sales of items related to the internment of remains, and related accessory structures, such as sheds for the storage of maintenance equipment. Cemeteries may also include crematoriums and embalming facilities.

R. Children's Home

1. Definition

A residential facility that provides housing for and care to minors which exceeds the limitations of New York State definitions for group home or single-family residence.

2. Standards

All children's homes must be licensed by and follow all regulations established by New York State.

S. Commercial Kitchen (Standalone)

1. Definition

A certified shared commercial kitchen in which individuals or businesses prepare value-added food products and meals, usually paying an hourly or daily rate to lease a space shared by others.

2. Standards

All commercial kitchens must be licensed by and follow all regulations established by New York State.

T. Community Center

1. Definition

A facility used as a place of meeting, recreation, or social activity, that is open to the public and is not operated for profit, and offers a variety of educational and community service activities. As an ancillary function, a community center may also serve as a local “food hub” where regionally grown food, including value added food, can be grown and/or brought for distribution and sale.

U. Community Garden

1. Definition

Fruits, flowers, vegetables, or ornamental plants cultivated by a group of people rather than a single individual or single household.

2. Standards

a. Community gardens are limited to the cultivation of herbs, fruits, flowers, or vegetables, including the cultivation and tillage of soil and the production, cultivation, growing, and harvesting of any agricultural, floricultural, or horticultural commodity. It may also include community-gathering spaces for active or passive recreation but playground equipment is ancillary.

b. The keeping of livestock, chickens or other poultry, and any aquaculture is prohibited. Apiaries are permitted.

c. Greenhouses, including high tunnels/hoop-houses, cold-frames, and similar structures, are permitted to extend the growing season. Accessory structures, including but not limited to, sheds, gazebos, and pergolas, are also permitted. All accessory structures must be located a minimum of five feet from any lot line.

d. On-site composting is permitted.

e. Farmstands are permitted and are limited to sales of items grown at the site. Farmstands must be removed from the premises during the time of the year when the use is not open to the public. Only one farmstand is permitted per lot.

V. Country Club

1. Definition

An establishment open to members, their families, and invited guests organized and operated for social and recreation purposes and which has indoor and/or outdoor recreation facilities. A Country Club may include ancillary uses such as eating and drinking establishments, meeting rooms, and maintenance facilities.

W. Cultural Facility

1. Definition

A facility open to the public that provides access to cultural exhibits and activities including, but not limited to, museums, cultural or historical centers, non-commercial galleries, historical societies, and libraries. A cultural facility may include uses such as, but not limited to, retail sales of related items and eating and drinking establishments as ancillary uses.

X. Day Care Center: Child Day Care Center

1. Definition

A licensed facility where child day care is provided on a regular basis to more than six children for more than three hours per day per child for compensation or otherwise.

2. Standards

- a. Each day care center must be licensed by and follow all regulations established by New York State.
- b. A day care center must provide a pickup/drop off area. When a day care center is part of a multi-tenant retail center, the pickup/drop off area must not interfere with vehicle circulation in the parking lot, including blocking of the drive aisle.
- c. Day care centers must meet all city and state fire safety codes.

Y. Day Care Center: Small Day Care Center

1. Definition

A licensed facility where child day care is provided on a regular basis for three to six children for more than three hours per day per child for compensation or otherwise.

2. Standards

- a. Each day care center must be licensed by and follow all regulations established by New York State.
- b. A day care center must provide a pickup/drop off area. When a day care center is part of a multi-tenant retail center, the pickup/drop off area must not interfere with vehicle circulation in the parking lot, including blocking of the drive aisle.
- c. Day care centers must meet all city and state fire safety codes.

Z. Day Care Center: Family Day Care Home

1. Definition

A program caring for children for more than three hours per day per child in which child day care is provided in a family residence for three to six children.

2. Standards

- a. Each day care home must be licensed by and follow all regulations established by New York State.
- b. The exterior of a day care home must maintain its original appearance as a dwelling. No visitor parking may be located in the front yard.
- c. One sign, either freestanding, window, or wall, is permitted. Such sign may not exceed six square feet in sign area. Freestanding signs are limited to five feet in height and must be a minimum of five feet from any lot line.

AA. Day Care Home: Family Day Care Home, Group

1. Definition

A program caring for children for more than three hours per day per child in which child day care is provided in a family residence for seven to twelve children.

2. Standards

- a. Each day care home must be licensed by and follow all regulations established by New York State.
- b. The exterior of a day care home must maintain its original appearance as a dwelling. No visitor parking may be located in the front yard.
- c. One sign, either freestanding, window, or wall, is permitted. Such sign may not exceed six square feet in sign area. Freestanding signs are limited to five feet in height and must be a minimum of five feet from any lot line.

BB. Day Care Home: Social Adult Day Care

1. Definition

A structured, comprehensive program which provides functionally impaired individuals with socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period.

2. Standards

- a. Social adult day care facilities must be licensed by and follow all regulations established by New York State.
- b. Facilities must meet all city and state fire and safety codes.

CC. Dormitory

1. Definition

A building designed and intended to be used principally for sleeping accommodations related to the other principal use on the site, such as an educational or public institution, or agricultural use, typically with a common kitchen and common gathering rooms for social purposes.

2. Standards

- a. All dormitories must be associated within a principal use.
- b. Dormitory rooms must be reserved for those working at or enrolled in the principal use, whether compensation is required or not.
- c. Dormitories are prohibited for use as hotels.
- d. Dormitories must meet all city and state fire safety codes.

DD. Drive-Through Facility

1. Definition

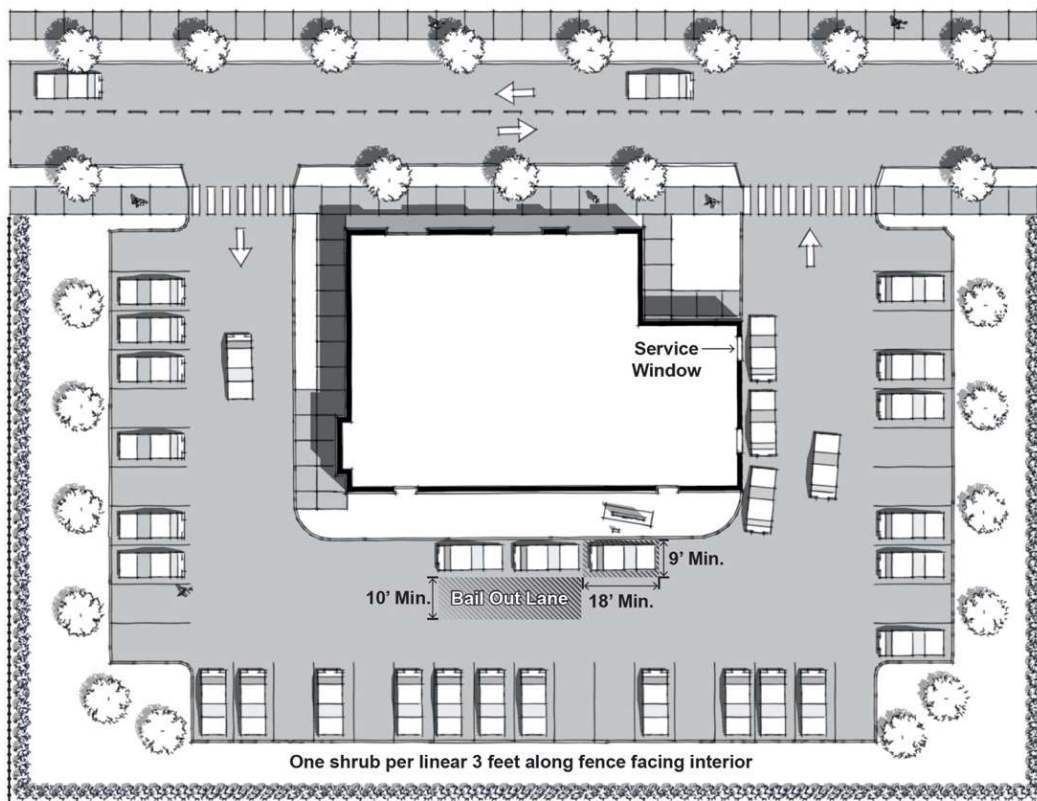
That portion of a business where business is transacted directly with customers via a service window that allows customers to remain in their vehicle. A drive-through facility must be approved separately as a principal use when in conjunction with another principal uses such as eating and drinking establishments and financial institutions. A standalone ATM is considered a drive-through facility for the purposes of this definition.

2. Standards

- a. All drive-through facilities must provide a minimum of four stacking spaces per lane or bay, unless otherwise required by Article 10. Stacking spaces provided for drive-through uses must be:
 - i. A minimum of nine feet in width, as measured from the outermost point of any service window or bay entrance, to the edge of the driveway, and 18 feet in length. In the case of a recessed service window, the measurement is taken from the building wall.
 - ii. Stacking spaces must begin behind the vehicle parked at a final point of service exiting the drive through aisle, such as a service window or car wash bay (this does not include a drive-through sign). Spaces must be placed in a single line behind each lane or bay.
- b. All drive-through lanes must be located and designed to ensure that they do not adversely affect traffic circulation on adjoining streets. Drive-through lanes on corner lots must not route exiting traffic into adjacent residential or residential mixed-use neighborhoods.
- c. When a drive-through facility abuts the lot line of a residential or residential mixed-use district, it must be screened along the applicable lot line as follows:

- i. Along the rear lot line with a solid fence or wall, a minimum of six feet and a maximum of eight feet in height.
- ii. Along the interior side lot line with a solid fence or wall, a minimum of six feet and a maximum of eight feet in height up to the residential lot's front yard line. At the front setback line, the fence may be reduced to a minimum of four feet.
- iii. One shrub must be planted for every three linear feet and spaced sufficiently to form a continuous linear hedgerow at plant maturity; plantings must be placed inside the fence oriented to the interior of the lot.
- d. A drive through lane must have bail out capability for all vehicles that enter the drive through lane. The bail out lane must be a minimum width of ten feet in width and run parallel to the drive through lane. If a bail out lane is also an interior access drive providing access to parking spaces, the bail out lane is limited to a one-way traffic pattern following the direction of the drive through lane.

DRIVE-THROUGH FACILITY



EE. Drug Treatment Clinic

1. Definition

A licensed facility authorized by the state to administer drugs including, but not limited to, methadone or suboxone, in the treatment, maintenance, or detoxification of persons.

2. Standards

- a. An indoor waiting area for intake and/or appointments is required. No queuing may occur outside.
- b. Security lighting is required. The lighting must be stationary, directed away from adjacent properties and public rights-of-way, and of an intensity compatible with the surrounding area.

- c. There must be a 1,000 foot separation between drug treatment clinics.
- d. A drug treatment clinic cannot be located within 1,000 feet of a residential or residential mixed-use district or within 1,000 feet of an educational facility – primary/secondary, or child day care center and small day care center.

FF. Dwelling - Caretaker

1. Definition

A dwelling associated with a nonresidential use, occupied by a person who oversees the nonresidential use.

2. Standards

- a. All caretaker dwellings must be associated with a principal use.
- b. Caretaker dwellings must be occupied by a caretaker employed or contracted by the principal use.
- c. Caretaker dwellings are prohibited for use as hotels or as principal dwelling units.

GG. Dwelling - Historic Carriage House/Barn

1. Definition

An outbuilding that was either a: 1) historic carriage house that historically served as storage of horse-drawn carriages and tack, and sometimes contained living quarters for grooms and coachmen, or 2) barn, which is a structure for the storage of farm products or feed, housed farm animals, and/or stored farm equipment, which has been converted into a second dwelling unit on the lot.

2. Standards

- a. Conversion of a historic carriage house or barn into a dwelling is only allowed on a lot with one single-family dwelling.
- b. Only historic carriage houses or barns listed or eligible for listing as historic properties on the local, state, or national historic register or are listed or eligible for listing as contributing properties to the historic district are eligible to be used as a second dwelling on the same lot as principal dwelling.
- c. A building permit is required to convert a historic carriage house or barn into a dwelling.
- d. Once a historic carriage house or barn has been approved for use as a second dwelling on the same lot as principal dwelling, any initial or future alterations to the structure require historic review approval by the Design Review Board, whether or not located in an Architectural or Historic Review Overlay District. Any alterations must meet building code and no alterations may increase the size of the historic carriage house. Once a historic carriage house or barn has been approved for use as a second dwelling, it cannot be expanded, which includes an increase to the building footprint or the gross floor area.
- e. One of the dwelling units must be occupied by the owner of the property.
- f. Use of a historic carriage house or barn as a dwelling on the same lot as principal dwelling requires the provision of one additional off-street parking space.

HH. Dwelling - Manufactured Home

1. Definition

A manufactured home dwelling is a prefabricated structure that is regulated by the U.S. Department of Housing and Urban Development (HUD), via the Federal National Manufactured Housing Construction and Safety Standards Act of 1974, rather than local building codes. A manufactured home is built in a factory on an attached chassis before being transported to a site. Manufactured homes include those transportable factory built housing units built prior to the Federal National Manufactured Housing and Safety Standards Act (HUD Code), also known as mobile homes. Modular homes, prefabricated homes, precision built, and other terms that refer to constructing sections of a home away from the building site, then delivering them to the intended site are not considered manufactured homes and refer to the method of construction.

II. Dwelling - Multi-Family

1. Definition

A structure containing three or more dwelling units developed in a single building used for residential occupancy. A multi-family dwelling does not include a townhouse dwelling.

2. Standards

a. Types of Multi-Family Dwellings

Multi-family dwellings are regulated as two types:

i. Multi-Family Dwelling - Above the Ground Floor

A multi-family dwelling where the ground floor is designed and used for nonresidential uses. Such a multi-family dwelling may contain an office for building management and a lobby area within the ground floor but such facilities cannot be located along any facade that abuts a public street.

ii. Multi-Family Dwelling - Residential Structure Only

A multi-family dwelling where all floors are designed and used for dwelling units.

b. Design Standards

The following design standards apply to new multi-family construction and to any additions to an existing structure existing as of the effective date of this Ordinance that exceed 30% or more of the existing structure's square footage, unless exempted by Planning Board or Design Review Board during site plan review or design review, as applicable.

i. Facades must be designed with consistent materials and treatments that wrap around all facades. There must be a unifying architectural theme for the entire development, utilizing a common vocabulary of architectural forms, elements, materials, or colors in the entire structure.

ii. Building facades abutting a street or abutting the City Trail System must be articulated through the use of architectural elements to break up blank walls, add visual interest, and present a residential character. Such articulation must occur at intervals a maximum of 40 feet linear feet. Two or more of the following forms of building articulation must be incorporated:

(1) Modulation of the facade through the use of architectural features such as projections, indentations, overhangs, awnings, bays, canopies, and cornices. Building modulations must either project or be set back a minimum of two feet in depth, and must be a minimum of four feet in width.

(2) Provision of a balcony, bay window, patio, porch, terrace, or visually prominent ground-level entry within each interval.

(3) Changes in color, texture, or material. Such changes should occur at inside corners to convey solidity and permanence, and should not occur on a flat wall plane or an outside edge.

(4) Provision of lighting fixtures or other building ornamentation such as artwork, trellises, or green walls within each interval.

iii. A minimum transparency of 20% applies to any facade facing a street or abutting the City Trail System, and is calculated on the basis of the entire area of the facade.

iv. Development is subject to the public civic space requirements of Section 9.3.

v. Where private open space for residents is maintained along the City Trail System, any fencing that delineates the private open space from public space must be open fencing of at least 60% open design and no more than six feet in height. Privacy fencing is prohibited.

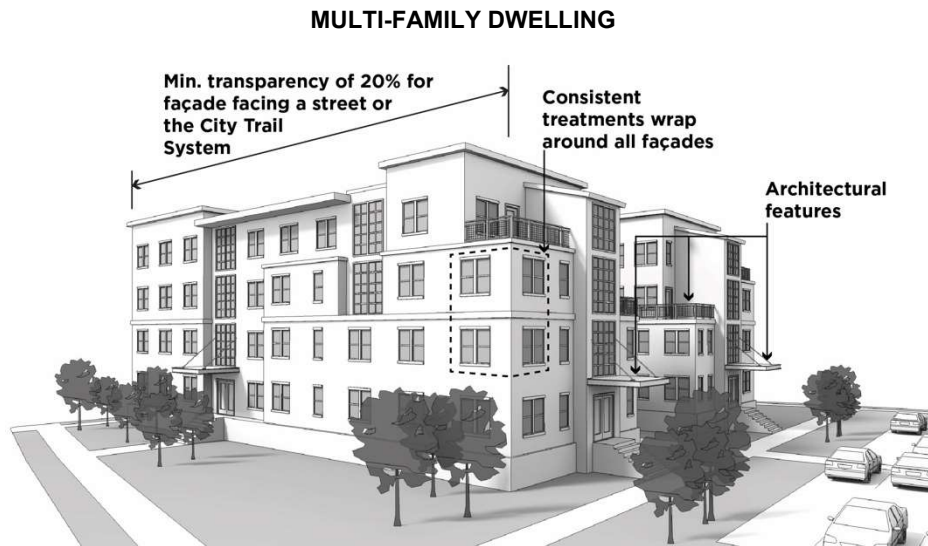
c. Prohibited Building Materials

i. The following building materials are prohibited on any facade:

- (1) Exterior insulating finish systems (EIFS)
- (2) T-111 composite plywood siding

ii. The following building materials are prohibited as a primary surface finish material on any facade. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material, unless a review by the Design Review Board, prior to site plan review, approves a greater percentage of use of these materials.

- (1) Corrugated metal
- (2) Aluminum, steel or other metal sidings
- (3) Exposed aggregate (rough finish) concrete wall panels
- (4) Plastic
- (5) Vinyl
- (6) Plain concrete block



JJ. Dwelling - Secondary Dwelling Unit

1. Definition

An additional detached dwelling unit associated with and incidental to a principal single-family dwelling on the same lot. A secondary dwelling unit has separate cooking and sanitary facilities, with its own means of ingress and egress, and is a complete, separate dwelling unit.

2. Standards

- a. A secondary dwelling unit, when allowed by Table 8-A, is only allowed on lots that meet the standards for a two-family dwelling but where the only principal building on the site is a single-family dwelling.

- b.** The single-family dwelling may not be converted to a two-family dwelling if a secondary dwelling unit is on site. The conversion of any area within the single-family dwelling to an additional dwelling unit nullifies any permissions for a secondary dwelling unit.
- c.** Both the principal structure and the secondary dwelling unit must meet all district standards for a two-family dwelling with the exception of the following:
 - i.** A detached secondary dwelling unit is limited to the height restrictions for general accessory structures in Section 9.5.
 - ii.** The front building line of the secondary dwelling unit must be ten feet behind the front building line of the principal structure or ten feet behind required front setback line of the district, whichever is greater.
- d.** No more than one secondary dwelling unit is allowed per lot.
- e.** One of the dwelling units must be occupied by the owner of the property.
- f.** In no case may the building footprint of the secondary dwelling unit exceed 60% of the primary dwelling's building footprint or 1,000 square feet, whichever is less..
- g.** The secondary dwelling unit must be designed so that the appearance of the primary structure remains that of a single-family dwelling. The entrance to the secondary dwelling unit must be located in such a manner as to be unobtrusive from the same view of the structure that encompasses the entrance to the principal single-family dwelling.
- h.** The addition of a secondary dwelling unit requires the provision of one additional off-street parking space.

KK. Dwelling - Single-Family

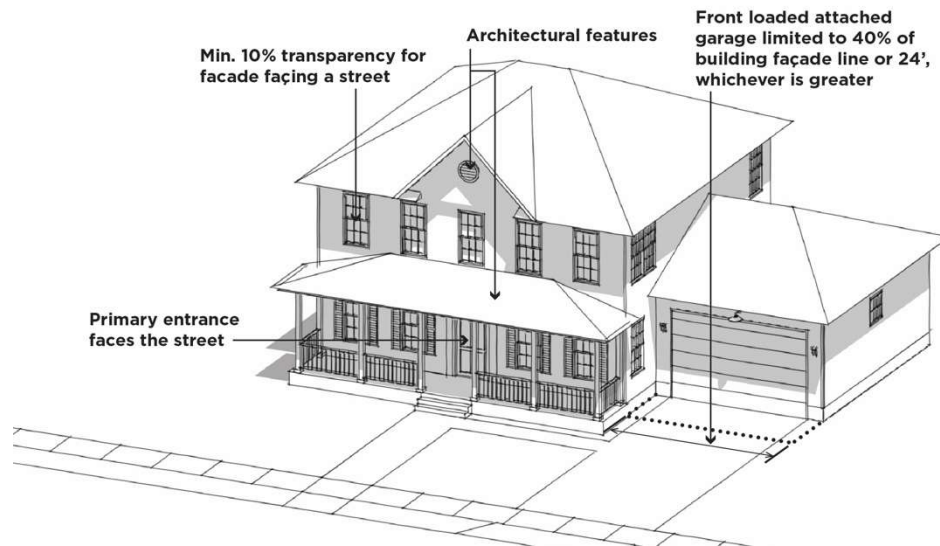
1. Definition

A structure containing only one dwelling unit on a single lot.

2. Standards

- a.** The dwelling must have a primary entrance from a facade facing the street. The front entry must be a dominant feature on the front elevation of a home and an integral part of the structure, using features such as porches, raised steps and stoops, or decorative railings to articulate the front facade. However, this standard does not apply to the RR and SR Districts.
- b.** Windows, entrances, porches, or other architectural features are required on all street-facing facades to avoid the appearance of blank walls.

SINGLE-FAMILY DWELLING



LL. Dwelling - Single-Family - Attached

1. Definition

A structure containing only one single-family dwelling unit on a single lot where it is attached at the interior side lot line by a party wall to another single-family dwelling. Each unit is on a separate lot and designed so that each unit has a separate exterior entrance and yard areas. A single-family - attached dwelling does not include a townhouse dwelling.

2. Standards

- a. The dwelling must have a primary entrance from a facade facing the street. The front entry must be a dominant feature on the front elevation of a home and an integral part of the structure, using features such as porches, raised steps and stoops, or decorative railings to articulate the front facade. However, this standard does not apply to the RR and SR Districts.
- b. Windows, entrances, porches, or other architectural features are required on all street-facing facades to avoid the appearance of blank walls.
- c. For single-family - attached dwellings, the interior side yard requirements do not apply to the interior side yard where the party wall for the structure is located.

MM. Dwelling - Townhouse

1. Definition

A structure consisting of three or more attached single-family dwelling units. Each dwelling unit extends from the foundation to the roof and is open on at least two sides. Each unit has a separate exterior entrance and yard areas. A townhouse dwelling does not include a multi-family dwelling.

2. Standards

a. Design Standards

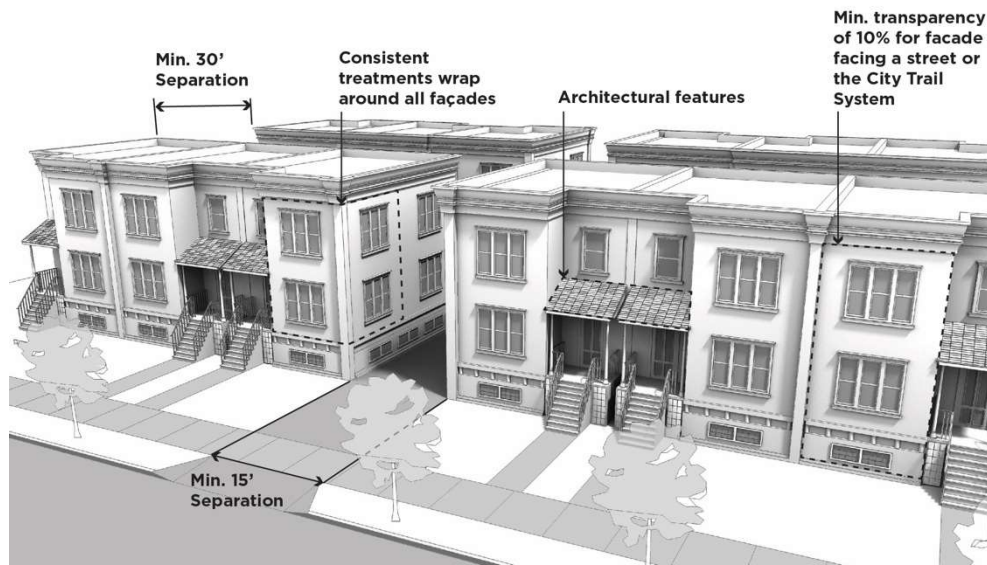
The following design standards new construction of townhouse developments and to any additions to a development existing as of the effective date of this Ordinance that exceed 30% or more of the existing structure's square footage, unless exempted by Planning Board or Design Review Board during site plan review or design review, as applicable.

- i. Windows, entrances, porches, or other architectural features are required on all street-facing facades to avoid the appearance of blank walls.
- ii. Facades must be designed with consistent materials and treatments that wrap around all facades. There must be a unifying architectural theme for the entire development, utilizing a common vocabulary of architectural forms, elements, materials, or colors in the entire structure.
- iii. Building facades abutting a street or abutting the City Trail System must be articulated through the use of architectural elements to break up blank walls and add visual interest.
- iv. A minimum transparency of 10% applies to any facade facing a street or abutting the City Trail System, and is calculated on the basis of the entire area of the facade.
- v. A minimum separation of 15 feet between townhouse dwellings within a larger development that contains multiple townhouse dwellings. However, where the front or rear wall of the townhouse development faces the front or rear wall of another townhouse development, the minimum required separation between such developments must be 30 feet. Driveways and parking areas may be located within this minimum separation area.
- vi. Development is subject to the public civic space requirements of Section 9.3.
- vii. Where private open space for residents is maintained along the City Trail System, any fencing that delineates the private open space from public space must be open fencing of at least 60% open design and no more than six feet in height. Privacy fencing is prohibited.

b. Prohibited Building Materials

- i. The following building materials are prohibited on any facade:
 - (1) Exterior insulating finish systems (EIFS)
 - (2) T-111 composite plywood siding
- ii. The following building materials are prohibited as a primary surface finish material on any facade. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material, unless a review by the Design Review Board, prior to site plan review, approves a greater percentage of use of these materials.
 - (1) Corrugated metal
 - (2) Aluminum, steel or other metal sidings
 - (3) Exposed aggregate (rough finish) concrete wall panels
 - (4) Plastic
 - (5) Vinyl
 - (6) Plain concrete block

TOWNHOUSE DWELLING



NN. Dwelling - Two-Family

1. Definition

A structure containing two dwelling units on a single lot.

2. Standards

- a. The dwelling must have at least one front entry from a facade facing the street. The front entry must be a dominant feature on the front elevation of a home and an integral part of the structure, using features such as porches, raised steps and stoops, or decorative railings to articulate the front facade. However, this standard does not apply to the RR and SR Districts.
- b. Windows, entrances, porches, or other architectural features are required on all street-facing facades to avoid the appearance of blank walls.

OO. Eating and Drinking Establishment

1. Definition

An establishment where food and/or drinks are prepared and provided to the public for on-premises consumption by seated patrons, carry-out, and/or delivery service. Restaurants and bars are considered eating and drinking establishments.

PP. Educational Facility - Primary or Secondary

1. Definition

A public, private, or parochial facility that offers instruction at the elementary, junior high, and/or high school levels. A pre-school may also be included as part of an elementary school.

QQ. Educational Facility - University or College

1. Definition

A facility for post-secondary higher learning that grants associate or bachelor degrees. The institution may also have research facilities and/or professional schools that grant master and doctoral degrees. Educational facilities – university or college include ancillary uses such as dormitories, cafeterias, eating and drinking establishments, retail sales, indoor or outdoor recreational facilities, and similar uses.

RR. Educational Facility - Vocational

1. Definition

A facility that offers instruction in industrial, clerical, computer, managerial, automotive, repair (electrical, plumbing, carpentry, etc.), or commercial skills, or a business conducted as a commercial enterprise, such as a school for general educational development or driving school. Educational facility - vocational also applies to privately operated schools that do not offer a complete educational curriculum.

SS. Extraction of Stone Sand Gravel - May Include Concrete Mix Plant, Asphalt Mix Plant

1. Definition

A site and any associated equipment and structures for the extraction of stone, sand, and gravel, including rock crushing and screening. This use may also include on-site concrete mix plants and asphalt mix plants.

TT. Family-Type Home for Adults (FTHA)

1. Definition

A private dwelling, licensed by the state, where the owner provides an atmosphere of household living for adults 18 years of age with physical or developmental disabilities, or because of advanced age, that do not require skilled medical and nursing services. A FTHA is limited to a maximum of four residents unrelated to the provider.

2. Standards

- a. A FTHA must be operated by a resident of the dwelling.
- b. Each FTHA must be licensed by and follow all regulations established by New York State.
- c. The exterior of a FTHA must maintain its original appearance as a dwelling. No visitor parking may be located in the front yard.
- d. No sign is permitted.

UU. Financial Institution

1. Definition

A bank, savings and loan, credit union, or mortgage office. Financial institution also includes check cashing establishments and currency exchanges.

VV. Financial Institution, Alternative

1. Definition

A financial service provided outside a traditional banking institution. An alternative financial institution includes payday loans, tax refund anticipation loans, car title loans, and cash for gold establishments.

2. Standards

There must be a 1,000 foot separation between alternative financial institutions.

WW. Food Bank

1. Definition

A non-profit organization that collects and distributes food to hunger relief organizations. Food is not distributed to those in need from a food bank.

XX. Food Pantry

1. Definition

A non-profit organization that provides food directly to those in need. Food pantries receive, buy, store, and distribute food. Food pantries may also prepare meals to be served at no cost to those who receive them. A food pantry may be an ancillary use of a place of worship, social service center, and/or homeless shelter.

YY. Food Truck Park

1. Definition

The use of land designed to accommodate food truck vendors offering food and/or beverages for sale to the public, which may include seating areas for customers.

2. Standards

- a. A food truck park requires site plan review approval by the Planning Board. Such requirement cannot be waived.
- b. A commissary for the use of food truck vendors is permitted.
- c. There must be a designated manager of the lot that is responsible for the orderly organization of food truck vendors, the cleanliness of the site, and the compliance with all rules and regulations during business hours. Such information must be clearly posted on the lot.
- d. The area must be kept clear of litter and debris at all times. Waste receptacles and/or recycling bins must be provided.
- e. A minimum of 20% of the food truck park lot area must be shared common area, not including any food truck sites and vehicle parking spaces. The common area should be designed for customer use, which includes elements such as seating areas, restroom facilities, and lawn and landscaped areas.
- f. Food truck parks may be standalone uses or may be located on a property with another principal use. These properties must be designed to be able to accommodate all required development standards for all principal uses.
- g. No temporary use permits for individual food truck vendors are required within food truck parks.

ZZ. Freight Terminal

1. Definition

A processing node for freight, such as a trucking terminal.

AAA. Funeral Home

1. Definition

An establishment where the dead are prepared for burial display and for rituals before burial or cremation, including chapels for the display of the deceased and the conducting of rituals before burial or cremation, and crematoriums.

BBB. Gas Station

1. Definition

An establishment where fuel for vehicles is stored and dispersed from fixed equipment into the fuel tanks of motor vehicles. A gas station may also include ancillary retail uses, and solar and/or electric charging stations.

2. Standards

- a. Fuel pumps must be located a minimum of 20 feet from any lot line.
- b. All gas stations, as measured from lot line to lot line, may not be located within:
 - i. 500 feet of an educational facility - primary or secondary, park/playground, place of worship,
 - ii. 500 feet of the following specific uses: fire station, public library, theater.
 - iii. 500 feet of the following specific uses: other place of public assembly as defined by the New York State Uniform Fire Prevention and Building Code.

- iv. 250 feet of ingress or egress ramps to limited access highways.
- v. 250 feet of a residential or residential mixed-use district.
- c. In the Industrial Districts, public use gas stations are prohibited. Gas stations are restricted to the use of fueling the fleet of the principal use on-site, whether or not for compensation.

CCC. Golf Course/Driving Range

1. Definition

A tract of land design with at least nine holes for playing a game of golf and improved with tees, greens, fairways, and hazards. A golf course may include a clubhouse, restrooms, snack-bar, and pro-shop as ancillary uses. A driving range may be designed as a standalone facility or included as part of a golf course, which is defined as a tract of land equipped with distance markers, clubs, balls, and tees for practicing the hitting of golf balls. A country club may include a golf course and/or driving range, in which case the uses together are considered a country club.

DDD. Greenhouse/Nursery

1. Definition

An establishment where flowers, shrubbery, vegetables, trees, and other horticultural and floricultural products are propagated and sold, and may include gardening and landscape supplies and products, such as hardware, garden tools and utensils, and other related items for sale. If such activities are primarily indoors with limited or no outdoor component (growing, displays, storage, sales), then such use is considered a retail goods establishment.

2. Standards

In the RR District, a greenhouse / nursery is subject to the following additional limitations:

- a. The indoor display of retail goods and point of sale area shall be limited to a maximum of 1000 square feet and shall be clearly and demonstrably ancillary to the propagation of horticultural and floricultural goods.

EEE. Health Spa

1. Definition

An establishment providing baths or similar treatment to the public in association with Saratoga Springs mineral waters.

FFF. Heavy Equipment Sales, Service, and Storage

1. Definition

Sales, service/repair, and storage establishments for heavy-duty vehicles and equipment, such as those designed for executing construction tasks.

GGG. Horse Race Track

1. Definition

A facility built for the racing of horses that includes grandstands or concourses. A race track may also include concession stands, eating and drinking establishments, and retail sales as ancillary uses within the facility.

HHH. Horse Stable, Commercial

1. Definition

A building, or multiple buildings, designed for the keeping and maintenance of horses.

2. Standards

- a. The minimum lot size is two acres.
- b. A maximum of three horses may be maintained on a two acre lot. Additional lot area of 20,000 square feet is required for each additional horse over eight months of age on lots up to ten acres in area. Lots of ten or more acres are not subject to a minimum lot area per horse. When more than one principal use is located on the lot, with the

exception of a single-family dwelling, the lot area required for such second principal use cannot be included in the calculation of lot area required for each horse; similarly the lot area required for each horse cannot be calculated as lot area for the second principal use.

c. The following activities are permitted as part of the operation of a commercial horse stable:

i. Horse auctions.

ii. Horse breeding.

iii. Horse clinics.

iv. Horse demonstrations and exhibitions (horse shows), which may be conducted without a temporary use permit. This exclude spectator sport horse racing, which is prohibited. Such events may be subject to a special event permit per the City Code.

v. Boarding horses.

vi. Equine therapy.

vii. Renting horses for recreational riding.

viii. Riding lessons.

d. Horse stables must meet the following:

i. An inside stall is provided for each horse.

ii. Box stalls are available for all horses stabled.

iii. All stalls must have feeders and water available.

e. Stalls must be cleaned daily.

III. Hospital

1. Definition

Facilities for primary health services and medical or surgical care to people, primarily in-patient, and including, as an integral part of the institution, related facilities such as laboratories, outpatient facilities, dormitories, or educational facilities, and ancillary uses such as, but not limited to, cafeterias, eating and drinking establishments, retail sales, and similar uses.

JJJ. Hotel

1. Definition

A commercial facility that provides sleeping accommodations for a fee and customary lodging services. Related ancillary uses include, but are not be limited to, meeting facilities, eating and drinking establishments, and recreational facilities for the use of guests.

2. Standards

a. Hotels of 20 or less rooms must front on an arterial street.

KKK. Industrial Design

1. Definition

An establishment for the research, design, and brand development of products for future production. Industrial design integrates the creative fields of art, science, and/or engineering to determine and define a product's form and features in advance of the physical act of making a product. An industrial design establishment may create mockups or limited prototypes, but may not manufacture products from the premises.

LLL. Industrial - Artisan

1. Definition

Artisan-related crafts and industrial processes that are more intensive uses, such as small-scale metalworking, glassblowing, furniture making, and small-scale food production that includes preparation, processing, canning, or packaging of food products. Micro-production of alcohol and specialty food production are regulated separately from craft industrial. An artisan industrial use may also include ancillary sales of products created on-site.

MMM. Industrial - General

1. Definition

The manufacture, fabrication, processing, reduction, and/or destruction of any article, substance, or commodity, or any other treatment thereof in such a manner as to change the form, character, and/or appearance, and incidental storage, sales, and distribution of such products. General industrial uses may produce noise, vibrations, illumination, or particulate that is perceptible to adjacent land users. These industrial uses typically have outdoor storage areas.

NNN. Industrial - Light

1. Definition

Research and development activities, and the manufacture, fabrication, processing, reduction, and/or destruction of any article, substance, or commodity, or any other treatment thereof in such a manner as to change the form, character, and/or appearance, where such activities are conducted wholly within an enclosed building. A light industrial use may also include a showroom, ancillary sales of products related to the items manufactured or stored on-site, and/or ancillary outdoor storage.

OOO. Inn

1. Definition

A single-family dwelling that provides lodging for less than 30 days for a daily fee in no more than eight guest rooms that is not owner-occupied.

2. Standards

- a. An inn must front on an arterial street.
- b. An inn is limited to a maximum of eight guestrooms.
- c. The exterior of an inn use must maintain its original appearance as a single-family dwelling. No parking may be located in front of the front building facade.
- d. Cooking equipment is prohibited in individual guestrooms. However, this does not include a mini-refrigerator, coffee maker, and/or a microwave, which are allowed.
- e. No inn may operate an eating and drinking establishment. Meals may only be served to registered guests and at private events.
- f. One sign, either freestanding, window, or wall, is permitted. Such sign may not exceed six square feet in sign area. Freestanding signs are limited to five feet in height and must be a minimum of five feet from any lot line.

PPP. Live Performance Venue

1. Definition

A facility for the presentation of live entertainment, including musical acts, including disc jockeys (DJs), theatrical plays, stand-up comedy, and similar performances. Performances are scheduled in advance and tickets are required for admission and available for purchase in advance, though tickets may be purchased at the venue's box office on the day of the performance. A live performance venue is only open to the public when a live performance is scheduled. A live performance venue may include classroom space utilized during hours it is not open to the public for a performance. A live performance venue may include concession stands, including sale of alcohol, but only when it is open to the public for a performance. A live performance venue does not include any adult use.

RRR. Lodging House

1. Definition

A single-family dwelling that provides lodging for less than 30 days for a daily fee in no more than five guest rooms that does not meet the definition of bed and breakfast.

2. Standards

- a. The exterior of a lodging house must maintain the appearance as a single-family dwelling. No parking may be located in front of the front building facade.
- b. Cooking equipment is prohibited in individual guestrooms. However, this does not include a mini-refrigerator, coffee maker, and/or a microwave, which are allowed.
- c. No lodging house may operate an eating and drinking establishment. Meals may only be served to registered guests.
- d. One sign, either freestanding, window, or wall, is permitted. Such sign may not exceed six square feet in sign area. Freestanding signs are limited to five feet in height and must be a minimum of five feet from any lot line.

SSS. Manufactured Home Park

1. Definition

A parcel of land with single control or unified ownership that has been planned and improved for the placement of manufactured homes for residential use.

TTT. Marijuana Dispensary

1. Definition

An establishment where consumers can legally purchase cannabis and cannabis products.

2. Standards

- a. All marijuana dispensaries must comply with all New York State regulations, and any local ordinances and codes.
- b. There must be a 1,000 foot separation between marijuana dispensaries.

UUU. Marina

1. Definition

A facility with navigable water access for docking or storage of boats or providing services to boats and the occupants thereof, including minor servicing and repair to boats while in the water, sale of fuel and supplies, food, beverages, and entertainment as accessory uses. A yacht club is considered a marina.

2. Standards

- a. A Protection of Waters Permit from the New York State Department of Environmental Conservation is required for constructing, reconstructing, or repairing docks or platforms and installing moorings on, in or above navigable waters to create a marina or repair existing marina facilities.
- b. Marinas may also include assembly buildings, caretaker's residences, docks, fueling and supply facilities, launching and storage facilities, boat servicing facilities, parking areas, maintenance areas, eating and drinking establishments, boat lifts, launching ramps, boat charter services, and incidental retail sales associated with the principal use. All the proposed uses must be identified in the site plan.
 - i. Within the RR district, the following activities, functions, and ancillary uses are prohibited as part of a marina: places of assembly, assembly buildings, fueling and supply facilities, eating and drinking establishments.

- c.** Between the marina and any adjacent lots, except for other marinas, a buffer yard is required. The interior side buffer yard planting and fencing requirements per Article 11 is required.
- d.** Areas used for the drydock/outdoor storage of boats must be screened from view from any adjacent residential, residential mixed-use, and commercial mixed-use districts.
- e.** Minimum dimensions and design of marina water facilities are as follows:
 - i.** Gangways must have a minimum clear width of three feet and at least one gangway slope must meet ADA requirements. Gangways must be aluminum with guardrails, handrails, and kick plate, and capable of disconnecting and stowing during flood events.
 - ii.** The landing must have a minimum five foot by five foot platform with guardrail and lockable gate.
 - iii.** Finger floats cannot have less than three feet unobstructed width.
- f.** All utilities servicing floats must have a shut off and/or emergency disconnect adjacent to the top of the gangway. Potable water and fire suppression lines cannot be combined.
- g.** No sewer discharge to any waters is permitted. One fixed-point collection system is required at centrally located pumpout station to discharge to public sewer.
- h.** If fuel facilities are proposed, only land-based underground storage tanks out of flood hazard areas are permitted.

VVV. Medical/Dental Office

1. Definition

A facility operated by one or more physicians, dentists, chiropractors, psychiatrists, physiotherapists, or other licensed practitioners of the healing arts for the examination and treatment of persons solely on an outpatient basis. Medical/dental offices also include alternative medicine clinics, such as acupuncture and holistic therapies, and physical therapy offices for physical rehabilitation.

WWW. Micro-Production of Alcohol

1. Definition

A facility for the production and packaging of alcoholic beverages, such as beer, wine, spirits, cider, and mead, for distribution and consumption on-premises. Facilities include a tasting room and may include retail areas for the purchase beverages manufactured on-site and related items.

2. Standards

In the RR District, the micro-production of alcohol products is allowed only when the following standards are met:

- a.** The lot is in active agricultural use.
- b.** The facility has a valid New York State license for a farm brewery, winery, distillery, cidery, or meadery.
- c.** No eating and drinking establishments are located on-site. A tasting room is permitted.
- d.** The tasting room / area shall be limited to a maximum of 750 square feet and may not exceed 20 occupants.

XXX. Neighborhood Commercial Establishment

1. Definition

A commercial use within a residential neighborhood that is nonresidential in its original construction and/or current use.

2. Standards

- a.** Neighborhood commercial establishments are only allowed within existing structures that are nonresidential in their original construction and/or current use as of the effective date of this Chapter. Once a

neighborhood commercial establishment use is approved by the Planning Board, it can be changed to any of the uses allowed within item b below by issuance or modification of a special use permit.

b. The following nonresidential uses are permitted within a neighborhood commercial establishment. The initial special use approval for the neighborhood commercial establishment may specifically include one or more intended use(s), as allowed by the list below. A modification of the special use approval is required for a change to one or more of the uses listed below which were not specifically allowed by the initial or subsequent special use approval.

- i.** Art gallery.
- ii.** Arts and fitness studio.
- iii.** Office.
- iv.** Personal service establishment.
- vi.** Retail goods establishment.
- vii.** Specialty food service establishment.

c. Off-street parking requirements will be assessed by the Planning Board as part of the special use application based on the requirements of the specific use(s) proposed. The number of off-street parking spaces currently provided or required by previous approval shall be maintained, with the following exceptions:

- i.** The Planning Board may authorize or require a reduction of the number of parking spaces if the number of currently provided spaces exceeds the amount required by Table 10-C for the proposed use(s).
 - ii.** The Planning Board or Building Department may authorize or require the conversion of one or more existing parking spaces to provide compliant ADA accessible parking and access aisles.
 - iii.** Additional off-street parking beyond what is currently provided or required by previous approval shall not be required and may only be allowed by Site Plan Review.
- d.** No expansion of the structure or the site area is permitted unless required for compliance with NYS Uniform Code.
- e.** Drive-through facilities are prohibited.
- f.** Outside storage or display is prohibited. All business, servicing, processing, and storage uses must be located within the structure.
- g.** Signs are limited to those allowed in the NCU District.
- h.** Once the existing structure is demolished, the permissions for this use are deemed null and void and a new neighborhood commercial establishment cannot be reestablished.

YYY. Office

1. Definition

An establishment that engages in the processing, manipulation, or application of business information or professional expertise. Such an office may or may not offer services to the public. An office is not materially involved in fabricating, assembling, or warehousing of physical products for the retail or wholesale market, nor engaged in the repair of products or retail services. An office does not include financial institution or industrial design.

ZZZ. Outdoor Dining

1. Definition

A seating area that is located outdoors and typically contiguous to an eating and drinking establishment, typically in addition to an indoor seating area. Outdoor dining is approved separately as a principal use. Outdoor dining

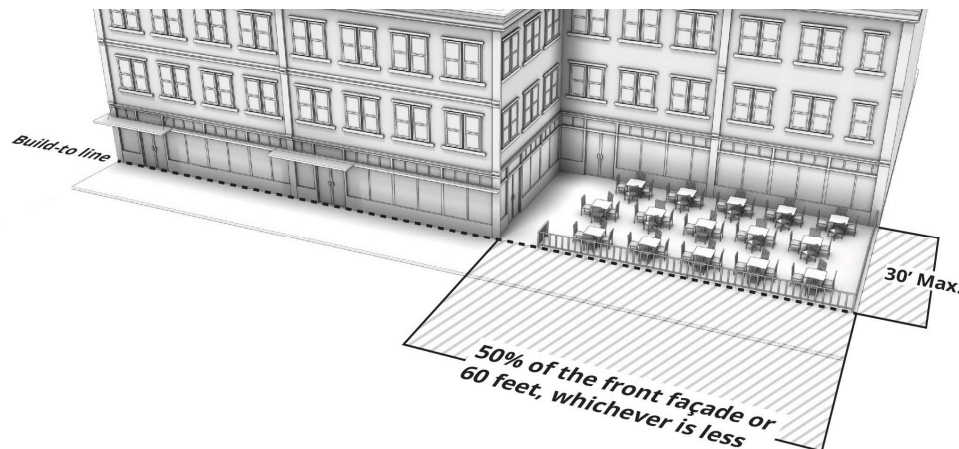
areas may be roofed or covered with an awning.

2. Standards

Outdoor dining is a separate principal use. Outdoor dining may only be established when allowed as a use within a zoning district and in conjunction with another principal use such as an eating and drinking establishment. This section regulates outdoor dining that occurs on private property only. Outdoor dining on the right-of-way is regulated within the City Code.

- a. The maximum number of seats permitted for any outdoor dining cannot exceed 50% of the approved number of indoor seats unless otherwise permitted by the special use approval.
- b. Site plan review is required for any outdoor dining with more than 40 seats.
- c. Outdoor dining may only operate from March 1 through October 31.
- d. Outdoor dining may only operate between the hours of 8:00am and 2:30am.
- e. No music may be played on the premises outdoors between 12 a.m. and 8:00 a.m.
- f. When a structure is required to be constructed at a build-to line, the structure may have up to 50% or 60 linear feet of the applicable facade, whichever is less, designated as outdoor dining, which may be setback up to 30 feet from the required build-to line.

PERMITTED OUTDOOR DINING BUILDING SETBACK



AAAA. Outdoor Storage Yard

1. Definition

The storage of material outdoors as a principal use of land for more than 24 hours.

2. Standards

- a. A 30 foot perimeter setback from the lot lines of the outdoor storage yard is required. No storage is permitted within this setback. Fences, as described in this section, are required within this perimeter setback. The storage area must be completely enclosed along all lot lines by a solid fence or wall a minimum of six feet and a maximum of eight feet in height, including ingress and egress.
 - i. Fences or walls along the front or corner side lot line must be set back a minimum of ten feet from the lot line. Within that setback, shrubs must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity, and one evergreen tree every 30 feet planted linearly. Plantings must be placed outside the fence facing the right-of-way.
 - ii. Fences or walls along the rear or interior side lot line require the planting of shrubs spaced sufficiently to form a continuous linear hedgerow at plant maturity; plantings must be placed inside the fence toward the interior of the lot.

- b.** Storage of any kind is prohibited outside the fence or wall.
- c.** No items stored within 50 feet of the fence may exceed the height of the fence or wall for an outdoor storage yard.

BBBB. Park/Playground

1. Definition

A facility that serves the recreational needs of residents and visitors. Park/playground includes, but is not limited to, playgrounds, ballfields, athletic fields, basketball courts, tennis courts, dog parks, skateboard parks, and passive recreation areas.

2. Standards

- a.** Park/playground may also include non-commercial indoor recreation facilities amphitheatres, and outdoor performance spaces, as well as commercial uses that support the recreation uses such as, but not limited to, eating and drinking establishment and retail establishments. The inclusion of such uses requires special use approval.
- b.** Parks/playgrounds that do not require a special use, as per item a above, require administrative site plan review.

CCCC. Parking Lot

1. Definition

An open, hard-surfaced area, excluding a street or public way, used for the storage of operable vehicles, whether for compensation or at no charge.

2. Standards

Parking lots must meet the standards of Article 10.

DDDD. Parking Structure

1. Definition

A structure used for the parking or storage of operable vehicles, whether for compensation or at no charge.

2. Standards

Parking structures must meet the standards of Article 10. All parking structures must also comply with the district standards, including any build-to lines or build-to zones.

EEEE. Passenger Terminal

1. Definition

A facility for the assembly and dispersal of travelling passengers.

FFFF. Personal Service Establishment

1. Definition

An establishment that provides frequent or recurrent needed services of a personal nature. Typical uses include, but are not limited to, beauty shops, barbershops, tanning salons, electronics repair shops, nail salons, laundromats, health clubs, dry cleaners (pick up/drop off only; no dry cleaning operations on-site), tailors and the like.

GGGG. Place of Worship

1. Definition

A place of worship or religious institution is an establishment for religious worship which is used for such purpose and those ancillary uses customarily associated with such use. Examples include churches, temples, synagogues, mosques, and the like.

HHHH. Private/Social Club

1. Definition

A facility operated by an organization or association for a common purpose, such as, but not limited to, a meeting hall for a fraternal or social organization or a union hall, but not including clubs organized primarily for-profit or to render a service which is customarily carried on as a business.

2. Standards

- a. No more than 30% of the gross floor area may be used as office space for the private/social club.
- b. Private/social clubs are permitted to serve meals and alcohol on the premises for members and their guests only.
- c. Sleeping facilities are prohibited.
- d. Private/social clubs leased or used as reception facilities must comply with the requirements for reception facilities, and must receive any approvals required of a reception facility.

IIII. Reception Facility

1. Definition

A facility that provides hosting and rental services of a banquet hall or similar facilities for private events including, but not limited to, wedding receptions, holiday parties, and fundraisers, with food and beverages that are prepared and served on-site or by a caterer to invited guests during intermittent dates and hours of operation. Live entertainment may be provided as an ancillary use as part of an event. A reception facility is not operated as a eating and drinking establishment with regular hours of operation.

2. Standards

A general admission fee or any other monetary donations (payment at the door to the general public) for entrance is prohibited, with the exception of fundraisers or events for bona fide non-profit organizations, places of worship, or educational facilities.

JJJJ. Research and Development

1. Definition

A facility where research and development is conducted in industries that include, but are not limited to, biotechnology, pharmaceuticals, medical instrumentation or supplies, communication, and information technology, electronics and instrumentation, and computer hardware and software. A research and development establishment may create prototypes of products, and may include limited, small scale fabrication and assembly of products and/or components. Research and development does not include large scale fabrication or mass manufacture of products for direct sale and distribution from the premises.

KKKK. Residential Care Facility

1. Definition

A licensed care facility that provides 24-hour medical and/or non-medical care of persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living, or for the protection of the individual. A residential care facility includes nursing care, hospice care, and continuum of care facilities. Continuum of care facilities may also include independent living facilities as part of the continuum. Residential care facility also include a residential drug/alcohol treatment facility for the medical and/or non-medical/therapeutic care of persons seeking rehabilitation from a drug and/or alcohol addiction. Such facilities include medical detoxification.

2. Standards

- a. Residential care facilities must meet the dimensional and design standards of multi-family dwellings.
- b. All residential care facilities must be licensed by and follow all regulations established by New York State.

LLLL. Retail Goods Establishment**1. Definition**

An establishment that provides physical goods, products, or merchandise directly to the consumer, where such goods are typically available for immediate purchase and removal from the premises by the purchaser. Retail goods establishments do not include larger-scale commercial character, a wholesale establishment that sells to the general public with a membership, or those that require permanent outdoor service and/or storage areas, and/or partially enclosed structures.

MMMM. Rooming House**1. Definition**

A single-family, two-family, or townhouse dwelling where rooms are made available to tenants for compensation for a minimum of a 30 consecutive day lease, and a common kitchen and common areas are shared between tenants. A rooming house may be owner occupied or rooms available for lease without owner occupation. Rooming houses are divided into three intensities per the chart below:

	Owner Occupied	Non-Owner Occupied
Small Rooming House	2 tenants + owner	2 tenants
Medium Rooming House	3 to 5 tenants + owner	3 to 5 tenants
Large Rooming House	6 or more tenants + owner	6 or more tenants

2. Standards

- a. A rooming house use is permitted within the following dwelling types: single-family, single-family - attached, two-family, and townhouse dwelling units.
- b. Rental leases must be a minimum of 30 consecutive days in length.
- c. There must be no separate private entrance for any of the other residents.
- d. No signs are permitted.
- e. Large rooming houses must front on an arterial street.
- f. Large rooming house, both owner occupied and non-owner occupied, requires a site plan review and this condition cannot be waived.
- g. Medium rooming houses, both owner occupied and non-owner occupied, require a site plan review unless they are considered exempt from site plan review per the standards of Section 13.5.C.

NNNN. Self-Storage Facility: Enclosed**1. Definition**

A facility for the storage of personal property where individual renters control and access individual storage spaces located within a fully enclosed building that is climate controlled. Ancillary retail sales of related items, such as moving supplies, and facility offices may also be included.

2. Standards

- a. Storage units cannot be used for residential occupancy or business.
- b. No plumbing connections are permitted in self-storage units.
- c. For self-storage facilities that include both enclosed and outdoor facilities, both types of uses must be allowed in the district.
- d. The following additional standards apply to indoor self-storage facilities:
 - i. All self-storage activities must be contained within a single building and conducted exclusively indoors. Individual storage units may be accessed from inside the building only.

- ii. All facilities must meet the design standards of the district.
- iii. No storage units located on the first floor may be located within the first 25 feet of the front facade. No storage units located on the first floor may be visible from any public right-of-way.
- iv. Access to loading areas must be located to the interior or rear of the building.

OOOO. Self-Storage Facility: Outdoor

1. Definition

A facility for the storage of personal property where individual renters control and access individual storage spaces and where each storage unit has individual access from the outdoors. Ancillary retail sales of related items, such as moving supplies, and facility offices may also be included.

2. Standards

- a. Storage units cannot be used for residential occupancy or business.
- b. No plumbing connections are permitted in self-storage units.
- c. For self-storage facilities that include both enclosed and outdoor facilities, both types of uses must be allowed in the district.
- d. The following additional permissions apply to outdoor self-storage facilities:
 - i. Outdoor self-storage facilities should be oriented so that storage unit access doors do not face the public right-of-way.
 - ii. Outdoor self-storage facilities are allowed to include an area for storage of recreational vehicles. Storage areas for recreational vehicles must be located in the rear yard.
 - iii. No storage of recreational vehicles is allowed within 25 feet of any rear lot line. No storage of recreational vehicles is allowed within 30 feet of any interior side lot line. No storage of recreational vehicles is allowed within 50 feet of any front or corner side lot line.
 - iv. If storage areas for recreational vehicles are provided, they must be screened along interior side and rear lot lines with a solid fence or wall, a minimum of six feet and a maximum of seven feet in height. Shrubs must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity; plantings must be placed inside the fence oriented toward the interior of the lot.

PPPP. Shelter, Domestic Violence

1. Definition

A licensed facility that provides temporary shelter, protection, and support for those escaping domestic violence and intimate partner violence, including victims of human trafficking. A domestic violence shelter also accommodates the minor children of such individuals. The facility may also offer a variety of services to help individuals and their children including counseling and legal guidance.

QQQQ. Shelter, Emergency

1. Definition

A facility that provides temporary housing during times of natural disaster, dangerously inclement weather, or extreme temperatures.

2. Standards

- a. All emergency shelters must be licensed by and follow all regulations established by New York State.
- b. On-site management is required when the shelter is open. A management and operations plan must be submitted and include:
 - i. The size of the facility (maximum number of beds or persons permitted to be served by the facility).

- ii. Designation of a manager who will serve as a point of contact for the public and the City, and the name and phone number of person acting as 24-hour contact.
 - iii. A management plan detailing operation of the use, number and professional qualifications of staff, management of volunteers, and policy for client conduct.
- c. An indoor waiting area for intake is required.

RRRR. Shelter, Homeless

1. Definition

A licensed facility that provides shelter to the homeless population in general.

2. Standards

- a. All homeless shelters must be licensed by and follow all regulations established by New York State.
- b. On-site management is required when the shelter is open. A management and operations plan must be submitted and include:
 - i. Description of principal and accessory uses on-site.
 - ii. The size of the facility (maximum number of beds or persons permitted to be served by the facility).
 - iii. Designation of a manager who will serve as a point of contact for the public and the City, and the name and phone number of person acting as 24-hour contact.
 - iv. Operation of the use, number and professional qualifications of staff, management of volunteers, and policy for client conduct.
 - v. A security plan to ensure safety for staff and clients.
- c. An indoor waiting area for intake is required. No queuing may occur outside. Any outside areas designated for smoking must not be visible from the street.
- d. Associated outdoor facilities that are visible from the street or share a lot line with a residential or residential mixed-use area are limited to the hours between 8:00 a.m. to 7:00 p.m.
- e. To avoid overconcentration, an applicant must supply an analysis of current locations of homeless shelter facilities.

SSSS. Social Service Center

1. Definition

A service establishment that provides assistance for those recovering from chemical or alcohol dependency; survivors of abuse seeking support; those transitioning from homelessness or prior incarceration; and those with health and disability concerns. It does not include in-patient, overnight, or living quarters for recipients of the service or for the staff. Such service does not include medical examinations or procedures, or medical detoxification, dispensing of drugs or medications, or other treatments normally conducted in a medical office.

TTTT. Solar Energy System (Tier 3)

1. Definition

Solar energy systems that are not classified as either Tier 1 or Tier 2 solar energy systems, as defined in Article 21. Tier 3 solar energy systems generally include ground-mounted solar panels and solar energy equipment with a system capacity greater than 25 kW AC.

2. Standards

The following standards apply to Tier 3 solar energy systems, which are a principal use. Tier 1 and Tier 2 solar energy systems are accessory uses and the standards of Section 9.5.V apply.

- a.** Special use permit and site plan review shall be required in accordance with Article 13 for installation of all new Tier 3 solar energy systems and any expansion of an existing Tier 3 solar energy system by more than 5% of the approved or existing coverage area. Site plan review shall include a lighting plan and landscape plan.
- b.** Tier 3 solar energy systems shall be subject to design review in accordance with Article 13 when located within a designated Historic or Architectural Review Overlay District.
- c.** Large-scale solar energy projects greater than 25 MW require review and a permit from the Office of Renewable Energy Siting (ORES). Projects between 20 and 25MW have the option of proceeding under Article 10 of the Public Service Law or the ORES process. Article 10 is part of the New York State Public Service Law, §160 - §173.

3. Dimensional Standards

Tier 3 solar energy systems are subject to the applicable district dimensional standards with the following exceptions:

- a.** Minimum lot size: 4 acres
- b.** Minimum interior side and rear setback: 30 feet, unless abutting a residential district, then 100 feet
- c.** As part of site plan review, the Planning Board is authorized to require an increased setback or buffer dimension to adjacent parcels after analysis of site conditions, adjacent land uses, and potential impacts to neighboring property.
- d.** Maximum height of solar structures: 20 feet
- e.** The following components of a Tier 3 Solar Energy System are included in the calculation of lot coverage:
 - i.** Foundation systems, typically consisting of driven piles or monopoles or helical screws with or without small concrete collars or weighted ballast.
 - ii.** All mechanical equipment of the solar energy system, including maximum horizontal extents of any concrete pad or any pad mounted structure for batteries, switchboard, transformers, or storage cells.
 - iii.** Paved access roads servicing the solar energy system.

4. Vehicular Paths

Vehicular paths within the site must be designed to minimize the extent of impervious materials and soil compaction.

5. Signs

- a.** No signs or graphic content may be displayed on solar energy systems except the manufacturer's name, equipment specification information, safety information, and 24-hour emergency contact information. The information is limited to an area no more than eight square feet.
- b.** As required by National Electric Code (NEC), disconnect and other emergency shutoff information must be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and substations.

6. Lighting

Lighting of the solar energy systems is limited to that minimally required for safety and operational purposes and must be full-cutoff or shielded and downcast from abutting properties.

7. Tree Cutting / Planting

Tier 3 solar energy systems shall be subject to the relevant tree planting and tree preservation requirements of Article 11 with the following exceptions:

- a.** Alternatives to shade trees normally required in buffer yards, front setbacks, or elsewhere on site may

be approved by the Planning Board during site plan review if determined that the shade trees at mature height would impair the intended function of the solar array.

b. The Planning Board shall have the authority to approve the removal of significant trees which would otherwise prevent optimal siting of a solar energy system. The Planning Board may authorize removal of such significant trees with or without replacement landscaping.

8. Decommissioning

a. A decommissioning plan signed by the owner and/or operator of the solar energy system must be submitted by the applicant during special use permit review, addressing the following:

- i.** The cost of removing the solar energy system.
- ii.** The time required to decommission and remove the solar energy system any ancillary structures.
- iii.** The time required to repair any damage caused to the property by the installation and removal of the solar energy system.
- iv.** The cost of grading, seeding, and landscape replacement to restore the property to its condition as it existed prior to the installation of the solar energy system.

b. Solar energy systems that have been abandoned, in default, and/or not producing electricity for a period of one year must be removed at the owner's and/or operator's expense in accordance with the approved decommissioning plan.

c. In the event of neglect or refusal by the owner and/or operator to decommission the solar energy system and restore the property according to the decommissioning plan, after proper notice and due process, the City Council is authorized to provide for the execution and/or completion of the decommissioning plan. The City Council is further authorized to assess all expenses thereof against the land on which the project is located and to institute a special proceeding to collect all costs incurred, including legal expenses.

9. Fencing Requirements

All mechanical equipment or energized equipment, including any structure for storage batteries, must be enclosed by fencing a minimum of seven feet and a maximum of eight feet, with a self-locking gate to prevent unauthorized access. Such fencing shall also comply with all applicable requirements of the National Electric Code.

10. Screening and Visibility

a. Solar energy systems smaller than ten acres must have views minimized from adjacent properties to the extent reasonably practicable using architectural features, earth berms, landscaping, or other screening methods that will harmonize with the character of the property and surrounding area.

b. Solar energy systems ten acres or larger are required to:

- i.** Conduct an assessment of the visual impacts of the solar energy system on public roadways and adjacent properties. At a minimum, a line-of-sight profile analysis must be provided. Depending upon the scope and potential significance of the visual impacts, additional impact analyses may be required.
- ii.** Include on the required landscape plan adequate measures to screen through landscaping, grading, or other means so that views of solar panels and solar energy equipment are minimized as reasonably practical from public roadways and adjacent properties to the extent feasible.

11. Agricultural Resources

For projects located on agricultural lands or in districts permitting agricultural uses:

a. Any Tier 3 solar energy system located on the areas that consist of Prime Farmland or Farmland of Statewide Importance cannot exceed 50% of the entire lot, measured to the maximum horizontal extents of equipment or panels comprising the solar energy system.

- b.** Tier 3 solar energy systems on Prime Farmland or Farmland of Statewide Importance are required to seed 20% of the total surface area of all solar panels on the lot with native perennial vegetation designed to attract pollinators.
- c.** To the maximum extent practicable, Tier 3 solar energy systems located on Prime Farmland must be constructed in accordance with the construction requirements of the New York State Department of Agriculture and Markets.
- d.** Tier 3 solar energy system owners must develop, implement, and maintain native vegetation to the extent practicable pursuant to a vegetation management plan by providing native perennial vegetation and foraging habitat beneficial to game birds, songbirds, and pollinators. To the extent practicable, when establishing perennial vegetation and beneficial foraging habitat, the owners must use native plant species and seed mixes.

12. Ownership Changes

If the owner or operator of the solar energy system changes or the owner of the property changes, the special use permit remains in effect, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, and decommissioning plan. A new owner or operator of the solar energy system must notify the Zoning Officer of such change in ownership or operator within 30 days of the ownership change.

UUUU. Specialty Food Service

1. Definition

A business that specializes in the sale of certain food products and/or the on-site production of items, such as a delicatessen, bakery, candy maker, meat market, catering business, cheesemonger, coffee roaster, or fishmonger, and may offer areas for ancillary retail sales or eating and drinking areas that serve the products processed on-site. Specialty food service includes preparation, processing, canning, or packaging of food products where all processing is completely enclosed and there are no outside impacts.

VVVV. Transitional Living Facility

1. Definition

A facility in which more than four unrelated persons in need of personal services or assistance essential for activities of daily living, persons with disabilities, including those who have undergone treatment for alcohol or drug addiction (does not include medical detoxification), or those persons in transition, such as transitioning from homelessness, function as a single housekeeping unit and share responsibilities, meals, recreation, social activities, and other aspects of residential living. A transitional living facility does not include a residence that services persons as an alternative to incarceration or persons transitioning from incarceration, or housing for sex offenders.

2. Standards

- a.** All transitional living facilities must be licensed by and follow all regulations established by New York State.
- b.** On-site management is required. A management and operations plan must be submitted and include:
 - i.** Description of principal and accessory uses on-site.
 - ii.** The size of the facility (maximum number of beds or persons permitted to be served by the facility).
 - iii.** Designation of a manager who will serve as a point of contact for the public and the City, and the name and phone number of person acting as 24-hour contact.

WWWW. Vehicle Dealership

1. Definition

An establishment that sells or leases new or used automobiles, vans, motorcycles, and/or all-terrain vehicles (ATV), or other similar motorized transportation vehicles. A motor vehicle dealership may maintain an inventory of the vehicles for sale or lease either on-site or at a nearby location, and may provide on-site facilities for the repair

and service of the vehicles sold or leased by the dealership. Vehicle dealerships do not include truck, trailer, boat, or heavy equipment sales, which are considered heavy retail, rental, and service.

XXXX. Vehicle Operations Facility

1. Definition

A facility for the dispatch, storage, and maintenance of emergency medical care vehicles, taxicabs and similar vehicles for hire, school buses, utility vehicles, and similar vehicles. Vehicle operations facility does not include a public works or public safety facility.

YYYY. Vehicle Rental

1. Definition

An establishment that rents automobiles and vans, including incidental parking and servicing of rental vehicles. A motor vehicle rental establishment may maintain an inventory of the vehicles for rent either on-site or at a nearby location, and may provide on-site facilities for the repair and service of the vehicles rented by the dealership. Vehicle rental does not include truck rental establishments or rental of heavy equipment, which is considered part of heavy retail, rental, and service.

ZZZZ. Vehicle Repair/Service

1. Definition

A business that provides repair services to motor vehicles, motorcycles, and all-terrain vehicles (ATV).

2. Standards

- a. Vehicle repair/service establishments may not store the same vehicles outdoors on the site for longer than 15 days once repair is complete. Only vehicles that have been or are being serviced may be stored outdoors.
- b. Repair of vehicles is prohibited outdoors. Storage of all merchandise, auto parts, and supplies must be within an enclosed structure.
- c. Vehicle repair/service establishments that abut a residential or residential mixed-use district must be screened along interior side and rear lot lines with a solid wall or fence, a minimum of six feet and a maximum of eight feet in height.
- d. No partially dismantled, wrecked, junked, or discarded vehicles may be stored outdoors on the premises. This standard does not apply to vehicles under repair.
- e. The sale of new or used vehicles is prohibited unless separately approved.
- f. No motor vehicles may be stored and no repair work may be conducted in the public right-of-way.

AAAAA. Warehouse

1. Definition

An enclosed facility for the storage and distribution of manufactured products, supplies, and/or equipment.

BBBBB. Wholesale Establishment

1. Definition

A business where goods are sold to either retailers, or to industrial, commercial, institutional, or other professional business users, or to other wholesalers and related subordinated services.

CCCCC. Wind Energy System

1. Definition

An energy system operated by a public, private, or cooperative company for the generation, transmission, distribution, or processing of wind energy.

2. Standards

Large-scale wind energy projects greater than 25 MW require review and a permit from the Office of Renewable Energy Siting (ORES). Projects between 20 and 25MW have the option of proceeding under Article 10 of the Public Service Law or the ORES process. Article 10 is part of the New York State Public Service Law, §160 - §173.

DDDDD. Wireless Telecommunications Facilities

1. Definition

Towers, antennas, and facilities used to transmit and receive signals that facilitate wireless telecommunications.

2. Standards

a. Purpose

These standards are intended to:

- i. Provide standards for the safe provision of telecommunications consistent with applicable federal and state regulations.
- ii. Encourage the shared use of existing buildings and telecommunication towers.
- iii. Provide the process for the establishment of new telecommunication towers.
- iv. Minimize adverse visual effects from telecommunication facilities and towers.

b. Required Approvals

i. Placement on Existing Telecommunication Facility

New telecommunication equipment that is proposed to be added to (co-located) a previously approved telecommunication facility is a permitted use, but requires architectural review. Historic review may be required if located within an historic district, and site plan review, if applicable.

ii. Placement on an Existing Structure

New telecommunication equipment that is proposed to be added to an existing approved structure, other than an approved telecommunications facility, requires a special use permit and architectural review is required. Historic review is required if located within an historic district and site plan review if applicable.

iii. New Telecommunication Tower or Facility

The construction of a new telecommunication tower or facility requires a use variance, site plan review, and architectural review is required. Historic review is required if in a historic district.

c. Standards for Telecommunication Facilities

All telecommunication facilities must comply with the following as applicable.

- i. All proposed telecommunication structures must be located on one lot. If the land is leased, the leased area must include the entire telecommunications facility including any required setback areas.
- ii. Each freestanding telecommunication tower must be located at a minimum setback from any lot line equal to the height of the tower.
- iii. Accessory structures must comply with setback requirements of the underlying zoning district.
- iv. Existing on-site vegetation must be preserved to the maximum extent possible. An inventory may be required to document existing vegetation. No trees, measuring more than four inches in diameter at a height of four feet off the ground, may be cut prior to approval. Additional plantings may be required to screen the facility from neighboring areas

- v. The tower and accessory structures must be adequately enclosed by a fence or other confined means to ensure the security of the facility.
- vi. No portion of any tower or accessory structure can be used for a sign or other advertising purpose.

d. Additional Requirements for Telecommunications Tower/Facility Applications

i. Architectural and Historic Review

In addition to the respective requirements for historic and architectural review, the following must be considered in association with telecommunication tower/facility review:

- (1) Pictorial representations of "before and after" views from key viewpoints selected by the City.
- (2) Alternative designs, materials, finishes and color schemes to minimize visual discord with neighboring areas.

ii. Special Use Permit

In addition to the requirements for a special use permit, the following must be considered in association with telecommunication tower/facility review:

- (1) Demonstration that that the applicant has explored co-location opportunities at existing approved telecommunication facilities including demonstration that such co-location is not feasible.
- (2) An inventory of all existing telecommunication facilities and other structures within a reasonable distance, as determined by the Planning Board in consultation with the applicant.
- (3) Demonstration that any new facility or tower may accommodate future shared use by other telecommunications providers, including a letter of intent from the current property owner insuring good faith negotiation for future shared use of this facility/tower for telecommunication purposes.
- (4) Justification for proposed height and design of the new telecommunications tower including an analysis of alternative heights and designs.
- (5) Visual impact of the proposed tower/facility from abutting properties and streets. In addition to a completed Visual Environmental Assessment Form, a "Zone of Visibility Map" may be required to determine locations where the facility may be seen.
- (6) Certification that the new facility will not interfere with radio or television service to the adjacent properties or with public safety telecommunications.
- (7) Certification of a valid Federal Communications Commission (FCC) license.

iii. Use Variance

(1) Requirements

In addition to the requirements for a use variance, the following must be considered in association with telecommunication tower/facility review:

- (A) Demonstration that that the applicant has explored co-location opportunities at existing approved telecommunication facilities and other structures including demonstration that such co-location is not feasible.
- (B) An inventory of all existing telecommunication facilities and other structures within a reasonable distance, as determined by the Zoning Board of Appeals in consultation with the applicant.
- (C) Demonstration that a new tower/facility is necessary to meet current or expected demand for services including demonstration that existing facilities, structures, or combination thereof, could not provide the intended service.

(D) Justification for proposed height and design of the new telecommunications tower including an analysis of alternative heights and designs.

(E) Visual impact of the proposed tower/facility from abutting properties and streets. In addition to a completed Visual Environmental Assessment Form, a "Zone of Visibility Map" may be required to determine locations where the facility may be seen.

(F) Demonstration that any new tower/facility may accommodate future shared use by other telecommunications providers including a letter of intent from the current property owner insuring good faith negotiation for future shared use of this facility/tower for telecommunication purposes.

(G) Certification that the new facility will not interfere with radio or television service to the adjacent properties or with public safety telecommunications.

(H) Certification of a valid Federal Communications Commission (FCC) license.

(2) Additional Notice

In addition to use variance notice requirements per Section 13.3, the applicant must send written notification via the U.S. Postal Service of a use variance application to the following:

(A) Property owners within a geographic radius of 500 feet from the subject property boundary.

(B) Respective Town Clerk for the Towns of Greenfield, Malta, Milton, Saratoga and Wilton.

(C) Saratoga County Planning Board.

(D) Director of Saratoga County Emergency Services .

(E) Administrator of any state and federal parklands from which the tower may be seen.

Notice must describe the proposed facility including the height and exact location of the tower and its capacity for future shared use. The applicant must submit documentation of this mailing to the Zoning Board of Appeals prior to the public hearing.

e. Notice of Discontinuance and Removal

The property owner or lessee must notify the Zoning Officer in writing within 30 days of the discontinuance of the approved telecommunications use. All telecommunication facilities and structures must be removed from any site within four months of the date of discontinued use.

3. Small Cell Wireless Facilities

Small Cell Wireless Facilities are regulated by City Code Chapter 243, which shall be incorporated by reference as if completely restated here. Any wireless telecommunications facility not meeting the definition and limitations of "Small Cell Wireless Facilities" set forth below shall comply with Sections 8.4.DDDDD.1 and 8.4.DDDDD.2 above.

"Small Cell Wireless Facilities" or "Microcell Wireless Facilities" shall be used interchangeably and both shall mean and include facilities that meet the following conditions:

- a. The facilities:
 - i. are mounted on structures 50 feet or less in height including their antennas as defined in 47 CFR 1.1320(d), or
 - ii. are mounted on structures no more than 10 percent taller than other adjacent structures, or
 - iii. do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- b. Each antenna associated with the deployment, excluding associated antenna equipment is no more than three cubic feet in volume;
- c. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;
- d. The facilities do not require antenna structure registration under 47 CFR Part 17; and
- e. The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in section 47 CFR 1.1307(b).

All Small Cell Wireless facilities shall require architectural review (or historic review if located within an historic district) and approval from the Design Review Board per Section 13.9.

The Design Review Board shall be empowered to condition the issuance of an approval upon implementation of stealth, camouflage, or concealment technologies or other measures which mitigate adverse visual impacts, in any district.

All applications for small cell wireless facilities shall comply with all applicable provisions of City Code Chapter 243. However, notwithstanding anything to the contrary, where appropriate, the Design Review Board shall have the authority to waive any requirements set forth in Chapter 243 relating to an application for, or approval of, a small cell wireless facility, provided that it would further the purposes of said Chapter.

In the event that there should be any discrepancies or conflict between this section and City Code Chapter 243, the requirements of Chapter 243 shall control.

8.5 TEMPORARY USE DEFINITIONS AND STANDARDS

Temporary uses are required to comply with the standards of this section, in addition to all other regulations of this Ordinance and any licensing requirements of the City Code. These regulations are for temporary uses located on private property and a temporary use permit is required unless the standards specifically exempt the use from such. Temporary uses do not require additional parking unless specifically cited in the temporary use standards or stipulated as a condition of approval.

A. Farmers Market

1. Definition

The temporary use of structures and/or land for the sale of a variety of fresh fruits, flowers, vegetables, or ornamental plants, and other locally produced farm and food products, including value-added products, directly to consumers from farmers or from vendors that have taken such items on consignment for retail sale.

2. Standards

- a. The temporary use permit for a farmers market will be reviewed by the Planning Board.
- b. The timeframe of a farmers market, including number of days per week and overall duration of the event, will be determined and approved as part of the temporary use permit. A temporary use permit for a farmers market can be issued on a yearly basis, which allows for a schedule of days per week and number of weeks per year.
- c. A management plan is required as part of the temporary use permit application that demonstrates the following:
 - i. The on-site presence of a representative of the farmers market during hours of operation who directs the operations of vendors participating in the market.
 - ii. An established set of operating rules addressing the governance structure of the market, hours of operation, and maintenance when open to the public.
 - iii. A general site plan including vendor stalls, parking areas, visitor facilities, such as any seating areas and restrooms, and all ingress and egress points to the site.
 - iv. A lighting plan describing all temporary lighting to be installed.
 - v. Provision for waste removal if available.
 - vi. The days and hours of internal operation, including vendor set-up and take-down times.

B. Farmstand

1. Definition

A temporary structure used for the sale of a variety of fresh fruits, flowers, vegetables, ornamental plants, and other farm and food products, including value-added products, directly to consumers. The farmstand is located on property where such items are not grown or produced.

2. Standards

- a. When allowed within the district, the temporary use permit for a farmstand will be approved by the Zoning Officer when located within a residential district or the NCU and AC Districts, and will be approved by the Planning Board when allowed in any other district. For a community garden or agriculture use, a farmstand for products grown on-site is considered part of the use and does not require a temporary use permit.
- b. The timeframe of a farmstand, including number of days per week and overall duration of the event, will be determined and approved as part of the temporary use permit. A temporary use permit for a farmstand can be issued on a yearly basis, which allows for a schedule of days per week and number of weeks per year.

C. Mobile Food Vendor

1. Definition

A motor vehicle, or a food trailer towed by another vehicle, designed and equipped to prepare and sell food and/or beverages directly to consumers. It does not include wholesale food distributors. The vendor physically reports to and operates from an off-site commercial kitchen for servicing, restocking, and maintenance each operating day.

2. Standards

These standards apply to individual mobile food vendors (food trucks and food trailers) that locate on private property as an individual temporary use. When mobile food vendors are included as part of another temporary use, such as temporary outdoor entertainment event, they are approved as part of that use but are still subject to items e through j below.

- a. The temporary use permit for a mobile food vendor will be reviewed by the Planning Board.
- b. The timeframe of a temporary mobile food sales use, including number of days per week and overall duration of the event, will be determined and approved as part of the temporary use permit.
- c. The temporary use permit will be evaluated on the basis of the adequacy of the parcel size, parking provisions, traffic access, and the absence of undue adverse impact, including noise, on other properties.
- d. If the mobile food vendor operator is not the owner of the site where the truck or trailer will be located, written permission from the property owner must be submitted as part of the temporary use permit application.
- e. The permit holder must keep the area clear of litter and debris at all times.
- f. All mobile food establishments must be properly licensed by the health department.
- g. Outdoor seating may be provided on the site, but no seating may be permanently installed.
- h. A permanent water or wastewater connection is prohibited.
- i. Electrical service may be provided only by temporary service or other connection provided by an electric utility, or an on-board generator.
- j. Drive-through service is prohibited.

D. Real Estate Project Sales Office/Model Unit

1. Definition

A residential unit or units within a development that is temporarily used for display purposes as an example of dwelling units available for sale or rental in a residential development and/or sales or rental offices for dwellings within the development.

2. Standards

- a. The temporary use permit for a real estate sales office/model unit(s) will be reviewed by the Zoning Officer.
- b. A real estate sales office/model unit(s) is allowed for a residential development. Multiple model units are allowed in a multi-family building or a residential subdivision of 20 or more dwelling units.
- c. No real estate sales office/model unit(s) may be located in a manufactured home or off-site.
- d. The real estate sales office must be removed and/or closed within 30 days after the sale or rental of the last unit of the development. The model unit(s) must be closed within 30 days after the sale or rental of the last unit of the development.
- e. All activities conducted within real estate sales office/model unit(s) must be directly related to the sale of properties within the particular development. Use as a general office of operation of any firm is prohibited.

E. Temporary Cell on Wheels (COW)

1. Definition

A cell on wheels (COW) is a portable, mobile cell site that provides temporary network and wireless coverage to locations where additional cellular coverage is required due to a temporary increase in user volume at such location or states of emergency.

2. Standards

a. The temporary use permit for a temporary cell on wheels (COW) will be approved by the Zoning Officer when installed for five days or less. When installed for more than five days, the Planning Board will approve the temporary COW.

b. A temporary COW may be placed in any zoning district for a maximum of 90 days following a declaration of emergency by the City or state. This time limitation may be extended by the City Council.

F. Temporary Contractor's Office and Contractor's Yard

1. Definition

A temporary, portable, or modular structure utilized as a watchman's quarters, construction office, or equipment shed during the construction of a new development. This may include a contractor's yard where materials and equipment are stored in conjunction with a construction project.

2. Standards

a. The temporary use permit for a temporary contractor's office will be reviewed by the Zoning Officer.

b. A temporary contractor's office is allowed incidental to a construction project. A temporary contractor's office may be located in a manufactured home.

c. The temporary use permit is valid for a six month period and is renewable for six successive periods at the same location.

d. The temporary contractor's office must be removed within 30 days of completion of the construction project.

e. A contractor's yard is permitted on or on an adjacent lot to any construction demolition and can only be used during the life of the construction project.

G. Temporary Manufactured Home Dwelling

1. Definition

The use of a manufactured home on a residential lot under extraordinary temporary conditions, such as an emergency shelter.

2. Standards

The temporary use permit for temporary manufactured home dwelling will be approved by the Planning Board.

H. Temporary Outdoor Entertainment

1. Definition

A temporary live entertainment event, such as the performance of live music, revue, or play within an outdoor space. Temporary outdoor entertainment event includes fireworks shows, horse shows, carnivals/circuses, temporary worship services, and others.

2. Standards

- a. The temporary use permit for temporary outdoor entertainment will be reviewed by the Planning Board.
- b. Temporary outdoor entertainment in the residential districts is restricted to those events associated with and conducted by an institutional use within the district, such as a place of worship and educational facility, and must take place entirely on the lot containing the institutional use.
- c. A management plan is required as part of the temporary use permit application that demonstrates the following:
 - i. The on-site presence of a manager during the event.
 - ii. General layout of performance areas, visitor facilities, such as any seating areas and restrooms, parking areas, and all ingress and egress points to the site.
 - iii. Provision for waste removal and for recycling, if available.
 - iv. The days and hours of operation, including set-up and take-down times.
 - v. A description of crowd control and security measures.
 - vi. A lighting plan describing all temporary lighting to be installed.
- d. Any temporary structures must be removed within five days of conclusion of the event.
- e. Events are limited to four events per calendar year and a maximum duration of five days per event, with a minimum of 30 days between events. This limitation applies to the lot, not the operator of the temporary use. The following exceptions apply:
 - i. A temporary use permit for a carnival or circus is valid for a period of two events per calendar year no more than 14 days per event, with a minimum of 60 days between events.
 - ii. In the INST-HTR District on lots that are not part of the horse race track or associated race track training facility, temporary outdoor entertainment is limited to five days per year in addition to the thoroughbred racing meet dates.

I. Temporary Outdoor Sales

1. Definition

Temporary uses, which may include temporary structures, where goods are sold, such as consignment auctions, arts and crafts fairs, flea markets, temporary vehicle sales, and holiday sales, such as firework stands, Christmas tree lots, and pumpkin sales lots. This temporary use category does not include outdoor sales related to a retail goods establishment where such goods are part of the establishment's regular items offered for purchase, or garage sales, which are regulated by the City Code.

2. Standards

- a. The temporary use permit for temporary outdoor sales will be reviewed by the Planning Board.
- b. Temporary outdoor sales in the residential districts is restricted to those events associated with and conducted by an institutional use within the district, such as a place of worship or educational facility, and must take place entirely on the lot containing the institutional use.

- c.** A management plan is required as part of the temporary use permit application that demonstrates the following:
 - i.** An established set of operating rules addressing the governance structure of the sales event, hours of operation, maintenance, and security requirements.
 - ii.** General layout of vendor stalls, visitor facilities, such as any seating areas and restrooms, parking areas, and all ingress and egress points to the site.
 - iii.** Provision for waste removal and for recycling, if available.
 - iv.** The days and hours of operation, including vendor set-up and take-down times.
 - v.** A lighting plan describing all temporary lighting to be installed.
- d.** Any temporary structures must be removed within five days of conclusion of the event.
- e.** Temporary outdoor sales events are limited to four events per calendar year and a maximum duration of five days per event with a minimum of 30 days between events. This limitation applies to the lot, not the operator of the temporary use. The following exceptions apply:
 - i.** A temporary use permit for a seasonal sale, such as Christmas tree lots or pumpkin patches, are limited to three events per calendar year and a maximum duration of 45 days. There is no minimum time between events.
- f.** No sales and display area is permitted in any public right-of-way.

J. Temporary Outdoor Storage Container

1. Definition

Temporary self-storage containers delivered to a residence or business owner to store belongings, and then picked up and returned to a warehouse until called for.

2. Standards

- a.** The temporary use permit for temporary self-storage containers will be reviewed by the Zoning Officer or deferred to the Department of Public Safety.
- b.** Temporary storage containers are permitted in any zoning district when used for loading or unloading. Containers are permitted on site for a period not to exceed seven days without a temporary use permit. A longer time period may be approved with a temporary use permit.
- c.** Temporary storage containers may not be used for permanent storage. They may not serve as a substitute for permanent storage needs on the site on which they are located. Containers may not be permanently attached to the ground, serviced with permanent utilities, or stacked on the site.
- d.** Temporary storage containers for residential uses must be placed on a paved surface. Containers cannot block the right-of-way, including sidewalks.
- e.** Temporary storage containers cannot be placed in the public right-of-way or placed on a lot to block ingress/egress or impede right-of-way traffic unless approved by the Department of Public Safety.

Article 9. On-Site Development Standards

- 9.1 GENERAL ON-SITE DEVELOPMENT STANDARDS
- 9.2 STEEP SLOPE PRESERVATION
- 9.3 PUBLIC CIVIC SPACE REQUIREMENTS
- 9.4 EXTERIOR LIGHTING
- 9.5 ACCESSORY STRUCTURES AND USES
- 9.6 PERMITTED ENCROACHMENTS

9.1 GENERAL ON-SITE DEVELOPMENT STANDARDS

A. Number of Structures on a Lot

1. Lots used for single-family, single-family attached, or two-family dwellings are limited to one principal structure per lot unless specifically permitted as follows:
 - a. The RR District may have a second principal dwelling, as permitted by Article 3.
 - b. A historic carriage house may be used as a dwelling, as permitted by Article 8.
 - c. A secondary dwelling unit may be used as a dwelling, as permitted by Article 8.
2. For all other uses, there may be more than one principal building on a lot, but all structures must comply with the dimensional standards of the zoning district.

B. Applicability of Dimensional Requirements

All structures must meet the dimensional requirements of the zoning district in which the structure is located. No existing structure may be enlarged, altered, reconstructed, or relocated in a manner that conflicts with the requirements of the district in which the structure is located unless a variance is approved.

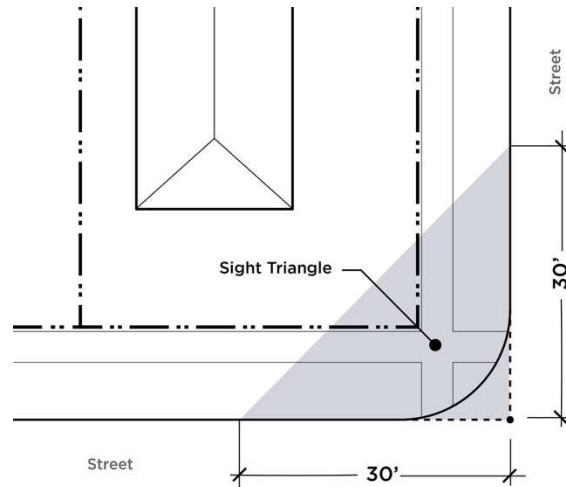
C. Prohibition of Structures in Utility Easements

Permanent structures, stormwater facilities, retaining walls, decks, and accessory structures are prohibited within utility easements unless otherwise approved by City Council or other authorizing agency. If any structures are located within a utility easement and repair or replacement of the utility is needed, the City or utility is not responsible for the replacement of any structures that may be damaged.

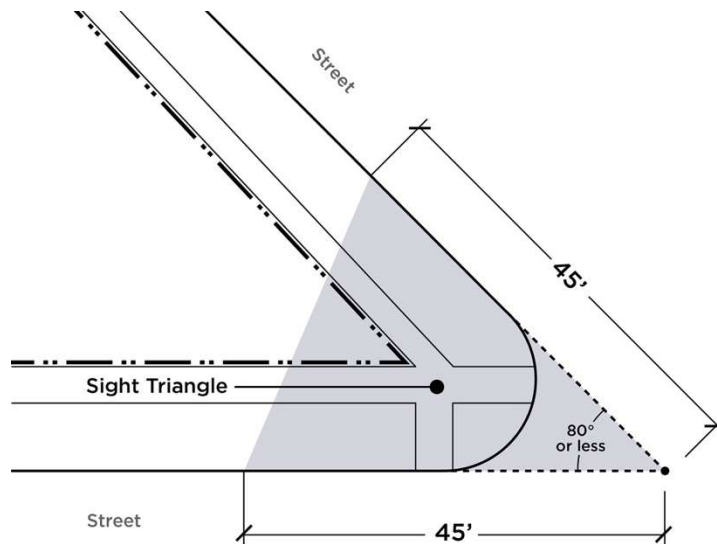
D. Sight Visibility

1. The sight clearance triangle at the intersection of two streets is the triangular area of any lot located at an intersection measured back 30 feet from the projected point of intersection of the two curb lines along each street. The sight clearance triangle cannot be obstructed by any structure, sign, fence or wall, landscape, or other object which exceeds 30 inches in height as measured from grade at tree belt.
2. However, where the projected intersection of two curb lines is 80 degrees or less, the sight clearance triangle of any lot located at an intersection of two streets is the triangular area measured back 45 feet from the projected point of intersection of the two curb lines along each street. The sight clearance triangle cannot be obstructed by any structure, sign, fence or wall, landscape, or other object which exceeds 30 inches in height as measured from grade at tree belt.

SIGHT TRIANGLE - GENERAL



SIGHT TRIANGLE - PROJECTED ANGLE 80 DEGREES OR LESS



9.2 STEEP SLOPE PRESERVATION

A. Purpose

Preservation of steep slope areas is intended to accomplish the following:

1. Conserve and protect steep slope areas from inappropriate development.
2. Prevent development that would cause excessive erosion.
3. Protect the quality of stream water which could be threatened by grading and development in steeply sloped areas.
4. Protect existing vegetative cover in steeply sloped areas, reducing run-off and flooding potential, and maintaining the natural quality of the area.

Article 9. On-Site Development Standards

5. Prevent inappropriate development of steeply sloped areas in order to avoid potential hazards caused by soil failure leading to structural collapse or damage.
6. Promoting the ecological balance among wildlife, vegetation and aquatic life that could be adversely affected by inappropriate development.
7. Maintain adequate foliage cover on hillsides.

B. Categories

Steep slopes are categorized as follows:

1. Steep Slopes: Slopes of 15% to 25% for a minimum of 2,000sf of contiguous sloped area, verified by an actual field topographic survey.
2. Very Steep Slopes: Slopes greater than 25% for a minimum of 2,000sf of contiguous sloped area, verified by an actual field topographic survey.

C. Disturbance Permissions

1. No more than 30% of steep slope areas can be disturbed, developed, cleared, graded, regraded or stripped of vegetation.
2. No more than 10% of very steep slope areas can be disturbed, developed, cleared, graded, regraded or stripped of vegetation.
3. No part of slopes over 35% can be disturbed, developed, cleared, graded, regraded or stripped of vegetation.
4. Earth moving activities and vegetation removal must be conducted only to the extent necessary to accommodate proposed uses and structures and in a manner that does not cause excessive surface water runoff, erosion, sedimentation, and unstable soil condition.

D. Planning Board Review

Steep slope preservation will be verified by the Planning Board. Single-family and two-family dwellings require site plan review if such would alter a steep or very steep slope area as specified in Section 9.2. The following must be verified by the Planning Board as part of site plan review:

1. Mitigation techniques must be utilized, including, but not limited to, retaining walls, tree wells, the establishment of groundcover and/or low spreading shrubs, the use of erosion control fabric and the like. Such techniques must be shown on all plans with details that depict, delineate, and otherwise describe the land development proposal.
2. There is no increase in the rate of water runoff that will adversely affect any property.
3. No vegetation will be removed from steep slopes except as necessary to achieve the following:
 - a. Operation of the allowed use in accordance with approved plans and sound conservation practices.
 - b. Woodland sanitation and management operation.
 - c. The replacement of undesirable plant material that is invasive, hazardous, or unhealthy with desirable landscape plant material.

9.3 PUBLIC CIVIC SPACE REQUIREMENTS

A. Applicability

The public civic space requirement applies in the residential mixed-use and commercial mixed-use districts for developments of 20,000 cumulative square feet or more in gross floor area.

B. Definition

Public civic spaces are public gathering spaces, seating areas, and other similar elements that provide areas that allow people to congregate. This includes public green space maintained for the use of the general public, such as parks and plazas.

C. Minimum Requirements

Developments required to provide public civic space must provide a minimum of 5% of the lot area in public civic space.

D. Public Civic Space Design

Public civic space must meet the following design requirements:

1. Access to parks, trails, plazas, courtyards, seating areas, and benches must be readily apparent to passerby. Areas for civic space may not be gated.
2. Circulation within the area for civic space must follow the probable desire lines of its users, connecting pedestrians to rights-of-way that abut the open space, trails, entrances to adjacent buildings, and any design features, such as seating areas.
3. Permanent outdoor public art installation is encouraged with sufficient area set aside for public viewing.
4. Areas for civic space must be organized around one or more central markers to establish orientation and identity.
5. The surface area of civic space cannot exceed 18 inches above or below the adjacent sidewalk level.
6. When public civic space includes public green space, the area must be substantially covered with grass, live groundcover, shrubs, plants, and trees. Points of visual interest, such as seating areas and fountains, must be integrated into the green space design.
7. Public civic space may be located within the public right-of-way with approval of the Department of Public Works prior to Planning Board review and approval.
8. Subject to site plan review and approval by the Planning Board, public civic space may be located off the subject site but within the same block, and combined with other existing public civic space located on that block. The Planning Board must find that combining the required public civic space with existing space creates a more usable area for the public. No reduction in the amount of area required is allowed.
9. All public civic spaces that are accessed by and open to the public must be compliant with the Americans with Disabilities Act (ADA) guidelines for accessibility to persons with disabilities.

E. Maintenance and Access of Public Civic Space

For public civic space on private property, a maintenance and access agreement must be approved between the developer and the City as to the perpetual maintenance and access of public civic space, unless such area is donated to the City.

9.4 EXTERIOR LIGHTING

A. Intent & Purpose

1. Intent

- a. To increase night sky visibility, to improve nighttime vision and the color rendition of outdoor light and to reduce the adverse effects of outdoor lighting on humans and the natural world.
- b. To conserve energy and resources to the greatest extent possible.

2. Purpose

- a.** To curtail all forms of terrestrial light pollution, reduce sky glow and enhance the experience of the night sky for human enjoyment and inspiration.
- b.** To reduce light pollution and glare from outdoor lighting fixtures and reduce excessive light levels as existing fixtures are replaced over time.
- c.** To permit the use of outdoor lighting that does not exceed the minimum levels specified by recommended practices of the Illuminating Engineering Society (IES) for nighttime safety, utility, security, productivity, enjoyment, and commerce.
- d.** To minimize the undesirable impacts of outdoor lighting such as light trespass, obtrusive light spillover, disabling glare and veiling luminance.
- e.** To protect natural nocturnal ecosystems from the interference and damage caused by artificial lighting.
- f.** To ensure that the visual aesthetics and the quality of life throughout the City of Saratoga Springs are not degraded by lighting at night and that rural character of its Greenbelt is preserved and maintained after sunset.
- g.** To ensure the conservation of energy and resources to the greatest extent possible.

B. Lighting Plan Required

A lighting plan is required as part of site plan review (Section 13.5). Single-family and two-family dwellings are exempt from a lighting plan but are subject to applicable lighting requirements.

C. Lighting Standards

As of the effective date of this Ordinance, all new lighting installed must meet the following:

- 1.** For nonresidential, mixed-use, multi-family, and townhouse developments the maximum allowable footcandle at any lot line is one footcandle.
- 2.** All lighting sources, except for outdoor recreation fields, must have a correlated color temperature (CCT) at or below 3,000°K.
- 3.** Energy efficient lighting is required. Energy efficient lighting must be certified as efficient by one of the following: ENERGY STAR, Design Lights Consortium, Consortium for Energy Efficiency, or Federal Trade Commission's Lighting Facts certification. As part of site plan review approval, additional certifying organizations or manufacturers of energy efficient lighting can be considered.
- 4.** All luminaires must be full-cutoff to emit no light above horizontal (ninety degrees (90°) above nadir), with the following exceptions:
 - a.** Up to two partly shielded or unshielded luminaires at any principal entrance.
 - b.** Low voltage lighting that does not project onto adjacent properties.
 - c.** Shielded, directional accent lighting or uplighting that is aimed at a structure, sign, or accent feature, such as landscape, and directed so that glare is not visible from adjacent properties.
 - d.** Open flame gas lamps.
 - e.** Security Lighting installed with a motion vacancy sensor, which extinguishes the lights within fifteen (15) minutes after the area is vacated. semi-cutoff luminaire design
- 5.** The maximum total height of a freestanding luminaire is 20 feet in a nonresidential district, and 15 feet in a residential district.
- 6.** All outdoor luminaires must be located, adequately shielded, and directed such that no direct light falls on to adjacent lots.

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7. Flood or spot lamps must be aimed down no higher than 45 degrees to the horizontal (halfway between straight down and straight to the side) when the source is visible from any adjacent residential property.

D. Exceptions to Lighting Standards

1. All temporary emergency lighting required by public safety agencies, other emergency services, or construction are exempt from the requirements of this Ordinance.

2. Because of their unique requirements for nighttime visibility and limited hours of operation, approved outdoor recreational fields (public or private nonresidential) such as, but not limited to, football fields, soccer fields, baseball fields, softball fields, tennis courts, driving ranges, and other similar uses are exempt from the requirements of item B above and subject to the following:

a. Recreational fields are permitted a total luminaire height of 65 feet in any district. Luminaires greater than 65 feet in total height may only be approved by special use permit.

b. All lighting must be directed onto the field.

c. The recreational field lighting must be extinguished one hour following the end of the event.

d. Lighting outside the recreational field, such as for parking areas, must comply with item C above. Such lighting is not subject to the timeframe of item c above to facilitate patrons leaving the facility, cleanup, nighttime maintenance, and other closing activities.

3. Holiday and seasonal lighting designs are exempt from the requirements of this Ordinance.

4. Certain temporary uses may use lighting that does not meet the requirements of this section. When such temporary uses are allowed, approval of the lighting plan is required as part of the temporary use permit and/or any other required permits.

5. In the event that these requirements conflict with NYS Uniform Code required lighting, NYS Uniform Code requirements shall control.

6. Luminaires used for public roadway or right-of-way illumination or installed by a utility to light public rights-of-way are not controlled by this Ordinance. Such lighting is subject to City standard details, which may include specific historic lighting requirements. The historic lighting overlay map is provided separately for reference.

E. Prohibited Lighting

1. Mercury vapor.

2. Flickering or flashing lights.

3. Searchlights, laser source lights, or any similar high intensity.

4. Neon or LED lighting to outline doors, windows, architectural features, and building facades.

5. Any light fixture that can be confused with or construed as a traffic control device.

6. Metal halide, except as approved by the City Engineer and only when the correlated color temperature (CCT) is less than 3,000°K and when the arc tube of the lamp is enclosed with a protective acrylic or tempered glass shroud.

9.5 ACCESSORY STRUCTURES AND USES

A. General Regulations for Accessory Structures

All accessory structures are subject to the following regulations, unless otherwise permitted or restricted by specific regulations of this section and Ordinance.

1. A building permit may be required for the construction of an accessory structure per City Code Chapter 118.
2. Only those accessory structures permitted by this section and Section 9.6 are permitted in required setbacks. Certain accessory structures may also be prohibited in certain yards.
 - a. The use of the term “yard” refers to the area between the applicable building facade line and lot line. The distinction is made because certain principal buildings may not be built at required setback lines, thereby creating a yard larger than the minimum setback dimension.
 - b. When an accessory structure is allowed within a required setback, it is also allowed within the corresponding yard, but may be subject to additional limitations.
 - c. Where there is no principal building on the lot, no new accessory structure is permitted unless authorized by the Zoning Officer.
3. The maximum height of any detached accessory structure is 65% of the height of the principal building or 22 feet, whichever is greater, unless otherwise permitted or restricted by this Ordinance. These height limitations do not apply to any structure accessory to an active agricultural use, an extraction of stone, sand, and gravel use, or to horse stables and barns, which are not limited in height.
4. Detached accessory structures must be setback a minimum of five feet from any lot line in all districts except the RR and SR Districts, unless otherwise permitted or restricted by this Ordinance. In the RR and SR Districts, detached accessory structures must be setback as follows:
 - a. In the RR District, no detached accessory structures are permitted in the required front, interior side, and corner side setbacks. Detached accessory structures must be setback a minimum of 50 feet from a rear lot line in the rear setback.
 - b. In the SR District, no detached accessory structures are permitted in a required setback.
5. Accessory structures are included in the calculation of all maximum impervious surface and building coverage requirements of the district.
6. The footprint of any single detached accessory structure cannot exceed the footprint of the principal building. This does not apply to any accessory to an active agricultural use, an extraction of stone, sand, and gravel use, or to horse stables and barns, which are not limited in area.
7. An accessory structure located on the same zoning lot as the principal structure may contain finished space, but may not contain cooking facilities, sleeping space, or indoor bathing facilities (bathtub or shower). Plumbing fixtures are only permitted on the first floor level or below. This does not apply to an approved secondary dwelling unit or historic carriage house/barn dwelling use that has been approved per Article 8, in which case those standards control.
8. Newly defined accessory structures, as of the effective date of this Ordinance, built without a permit, are subject to the standards of Section 19.3.G.

B. Amateur (ham) Radio Equipment

1. Towers that solely support amateur (ham) radio equipment and conform to all applicable performance criteria are permitted in the rear yard only, and must be located ten feet from any lot line. Towers are limited to the maximum building height of the applicable district plus an additional five feet, unless a taller tower is technically necessary to engage successfully in amateur radio communications and a special use approval is obtained.
2. Antennas may be building-mounted and are limited to a maximum height of five feet above the structure, unless a taller antenna is technically necessary to engage successfully in amateur radio communications and special use approval is obtained.

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3. An antenna or tower that is proposed to exceed the height limitations is a special use. The operator must provide evidence that a taller tower and/or antenna is technically necessary to engage successfully in amateur radio communications. In addition, the applicant must provide evidence that the tower and/or antenna will not prove a hazard and that it conforms to all applicable performance criteria. As part of the application, the applicant must submit a plan showing the proposed location of the tower or antenna, as well as its relation to the principal building and accessory structures.

4. Any antennas and/or towers owned and operated by the City are exempt from these requirements.

C. Aquaculture/Aquaponics

1. Aquaculture/aquaponics facilities are permitted in the rear yard only and must be located a minimum of ten feet from any lot line.

2. All aquaculture/aquaponics operations must be located within fully or partially enclosed structures designed for holding and rearing fish, and contain adequate space and shade.

D. Carport

1. Carports must be located over a paved surface and accessed by a driveway.

2. A carport is permitted only in the interior side, corner side, or rear yard.

3. Carports must meet the corner side setback, and must be located five feet from a lot line in the interior side or rear yard. No carport may be located in front of the front building line.

4. The total length of a carport is limited to 22 feet.

5. A carport must be open on at least two sides except for the necessary supporting columns and customary architectural features.

6. A carport must be constructed as a permanent structure. Temporary tent structures are not considered carports.

E. Chicken Coops

1. Chicken coops are permitted only in the rear yard and must meet all district setback requirements.

2. A chicken coop is limited to a maximum of 120 square feet. A minimum of five square feet must be provided per chicken.

3. A chicken coop must include a fenced outdoor enclosure.

4. The chicken coop and fenced enclosure must be kept in good repair, maintained in a clean and sanitary condition, and free of vermin and obnoxious smells and substances. The coop must provide adequate light and ventilation.

5. Any manure must be composted in enclosed bins.

F. Coldframe Structures

1. Coldframe structures up to three feet in height are permitted in all yards.

2. Coldframe structures over three feet in height and up to a maximum of six feet are permitted in the rear yard only.

3. Each coldframe structure is limited to a maximum square footage of 80 square feet.

4. Coldframe structures must meet the setback requirements of Section 9.5.A.4.

Article 9. On-Site Development Standards

5. When part of a community garden, each coldframe structure is permitted a maximum square footage of 160 square feet and six feet in height, and must meet all required setbacks.

G. Dock (Private)

1. Private docks may not be used to generate income or in exchange for any other form of compensation.
2. Private docks may include covered boat storage, subject to the general height limitations for accessory structures in Section 9.5.A.
3. Private docks and/or covered boat storage may not contain finished space or habitable space.
4. Private docks are permitted to encroach into the required rear yard setback and are not subject to the general setback requirements for accessory structures at the rear property line.
5. Private docks are subject to all applicable regulations of the NYS Department of Environmental Conservation and/or the US Army Corps of Engineers.

H. Donation Boxes

1. Donation boxes are permitted for nonresidential uses in nonresidential districts only.
2. Only one donation box is permitted per lot. Donation boxes are only permitted on a site where there is a principal building.
3. Donation boxes can only be located to the side or rear of the principal building. In no case may a donation box be located in a front yard. No donation box may be located within a required parking space.
4. Donation boxes must meet the setback requirements of Section 9.5.A.4.
5. The area surrounding the donation box must be kept free of any junk, debris, or other material.
6. Donation boxes must be maintained in good condition and appearance with no structural damage, holes, or visible rust, and must be free of graffiti.
7. Donation boxes must be locked or otherwise secured.
8. Donation boxes must contain the following contact information on the front of each donation box: the name, address, email, and phone number of the operator.

I. Electric Vehicle Charging Station

1. Electric vehicle charging stations must comply with the standards of the New York State Energy Research and Development Authority's manual, "Siting and Design Guidelines for Electric Vehicle Supply Equipment."
2. Electric vehicle charging stations are permitted as an accessory use within any principal or ancillary parking facility, or gas station, located within the area of designated vehicle parking spaces.
3. If visible from public right-of-way in the Historic Review Overlay District, charging stations are subject to review by the Design Review Board.
4. Commercial electric vehicle charging stations must be either level 2 charging stations or level 3 fast charging stations, or the equivalent if standard industry categorizations change.
5. Private charging stations are permitted as an accessory use to all residential uses to serve the occupants of the dwelling(s) located on that property. Residential charging stations must provide a dedicated circuit in close proximity to vehicle parking.
6. Public electric vehicle charging station spaces must be posted and painted with a sign indicating the space is only for electric vehicle charging purposes. Days and hour of operations must be included if tow away provisions are to be enforced by the owner of the property. Information identifying voltage and amperage levels and/or safety information must be posted.

7. Charging station equipment must be maintained in good condition and all equipment must be functional. Charging stations no longer in functional use must be removed within 30 days of discontinuance.

J. Fences and Walls

1. General Requirements

- a. When additional fence and wall requirements are found in the use standards of Article 8 or the landscape standards of Article 11, such requirements control.
- b. The following materials are prohibited in the construction of fences and walls:
 - i. Scrap metal
 - ii. Corrugated metal
 - iii. Sheet metal
 - iv. Spiked posts, which means sharpened ends of fence posts that can cause physical damage to persons and animals
 - v. Razor wire and barbed wire
 - vi. Chicken wire, unless part of a small animal enclosure.
- c. A fence or wall, including all posts, bases, and other structural parts must be located completely within the boundaries of the lot on which it is located.
- d. Fences and walls meeting the requirements of this Section are permitted to encroach into the required setback.
- e. Fences and walls are subject to the corner visibility provisions of Section 9.1.D

2. Height

Fences and walls located within five feet of any lot line are measured from grade level on the adjacent property's side of the lot line. Fences or walls located further than five feet from the lot line are measured from the finished grade at the base of the side directed toward the abutting property or right-of-way. The maximum height of fences and walls, including combinations of both, is as follows:

- a. In the residential and residential mixed-use districts, maximum fence and wall height is as follows:
 - i. In the required front and corner side setbacks, a fence and/or wall is permitted up to a maximum height of four feet.
 - ii. Fences or walls are limited to a maximum height of six feet.
- b. In nonresidential districts, a maximum height of eight feet is permitted within any nonresidential district, or along any boundary between a residential and nonresidential district.
- c. Light fixtures, post tops, finials and other ornamentation above the mass of the wall or fence must not exceed 1/3 of the permitted height of the fence or wall. Such ornamentation may be placed at intervals no less than eight feet on average.

3. Exceptions for Agricultural Use

Notwithstanding the above, any lot in active agricultural use is subject to the following fence height restrictions.

- a. In the required front and corner side setbacks, a fence is permitted up to a maximum height of five feet.
- b. In all other areas, a fence is permitted up to a maximum height of eight feet.
- c. Barbed wire and chicken wire fences are permitted.

Article 9. On-Site Development Standards

d. Corral fences are limited to a maximum height of five feet and are permitted in any setback where animals are contained. Wire is allowed on the inside of such fences.

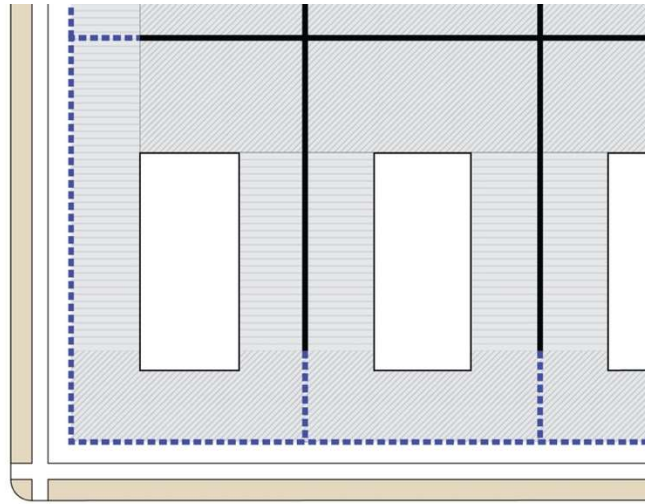
4. Orientation

Fences and walls must have the finished face of the wall or fence directed toward the abutting property or right-of-way.

5. Maintenance

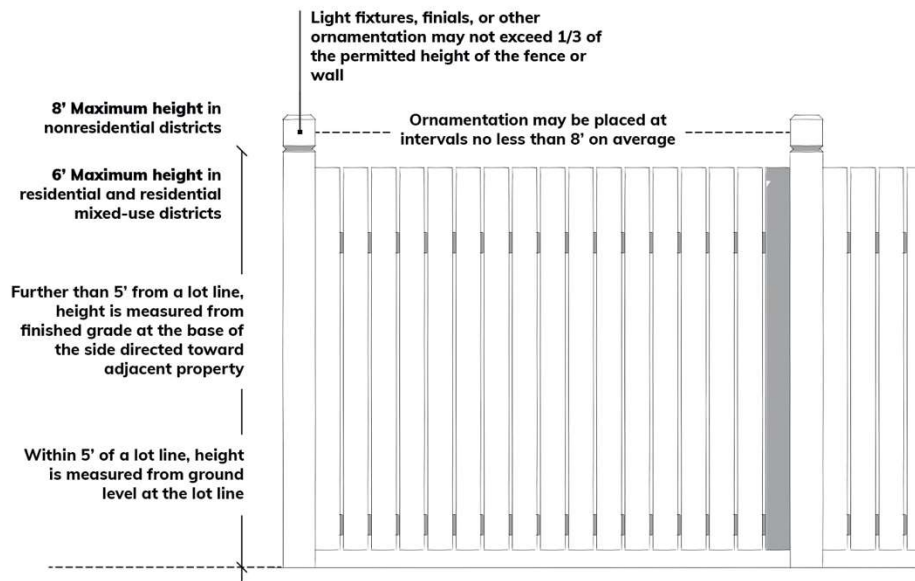
The property owner on whose land the fence or wall is located is responsible for the maintenance of both sides of the fence or wall. If the property owner is denied access to the abutting property, the property owner is relieved of the maintenance obligation.

FENCES AND WALLS: LOCATION AND HEIGHT



Residential Districts

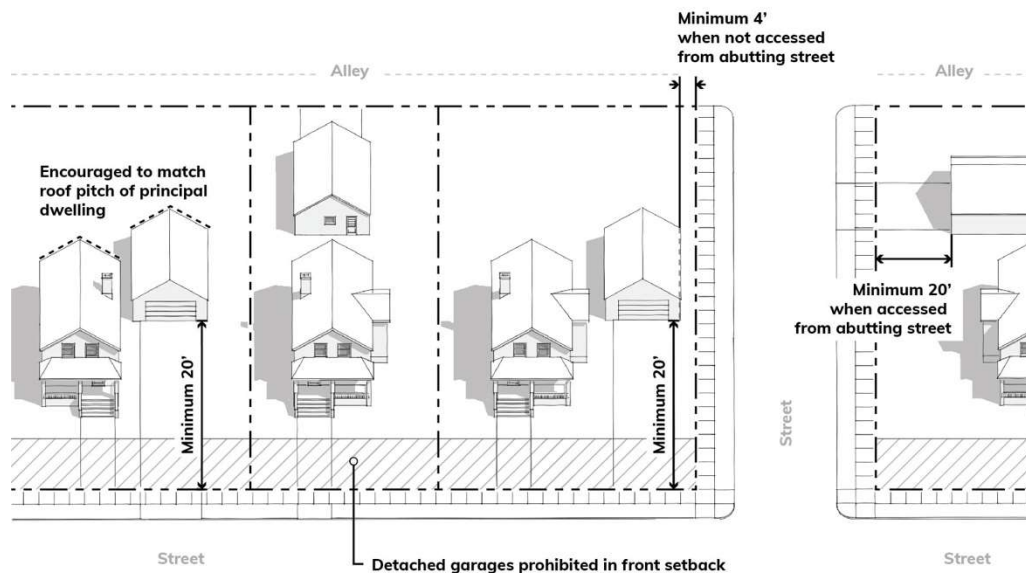
- Fences & Walls limited to a maximum of 4' in height in required front and corner-side setbacks
- Fences permitted to maximum height of 6'



K. Garage, Detached

1. Detached garages are permitted in the rear and interior side yards. Detached garages are prohibited in the front setback.
2. Detached garages must be set back a minimum of 20 feet from the lot line where access to the garage is taken with the following exceptions:
 - a. Where access to the garage is taken from an alley, the general regulations for accessory structures in Section 9.5.A control.
3. Detached garages are permitted in the corner side yard, subject to the following:
 - a. Where the garage is located in the corner side yard and takes access from the abutting street, the garage must be set back 20 feet from the corner side lot line.
 - b. Where the garage is located in the corner side yard but does not take access from the abutting street, the garage must be set back four feet from the corner side lot line and must be set back a minimum of 20 feet from the lot line where access to the garage is taken.
4. Detached garages are encouraged to match the pitch of the roof of the principal dwelling.

DETACHED GARAGE



L. Generic Legal Item Exchange Box

1. Generic legal item exchange boxes are permitted in front or corner side yard only and must be located a minimum of one foot from any lot line, measured from the base of the exchange box.
2. No exchange box may be located so that it impedes pedestrian access or circulation, obstructs parking areas, or creates an unsafe condition. Boxes cannot be located within the required site visibility standards.
3. Generic legal item exchange boxes are prohibited in the public right-of-way.

Article 9. On-Site Development Standards

4. Each exchange box must be designed and constructed in such a manner that its contents are protected from the elements. All items must be fully contained within a weatherproof enclosure that is integral with the structure that comprises the exchange box.
5. Generic legal item exchange boxes are limited to a maximum height of five feet to the highest point of the structure, and a maximum width and depth of three feet.
6. Foundations comprised of masonry pavers or other similar moveable materials are permitted.
7. No more than one generic legal item exchange box is permitted per lot.
8. No fees, sales, or other compensation is permitted as part of the generic legal item exchange box.

M. Home Occupations

1. Home occupations are permitted in a dwelling unit as an accessory use provided that this use is clearly incidental and secondary to the primary use of the dwelling for residential purposes and does not change the character of the dwelling unit or adversely affect the surrounding residential district of which it is a part.
2. The home occupation must be conducted entirely within the principal building and is limited to 15% of the gross floor area of the principal building. Home occupations cannot be conducted within a detached accessory structure.
3. The property owner must obtain a building permit and/or certificate of occupancy, as required by the Building Department, to establish a home occupation.
4. A member or members of the immediate family occupying the dwelling and no more than one person who is not a resident member of the immediate family may be in the home at any given time to work in connection with the home occupation.
5. No alteration of the principal building may be made that changes the residential character of that dwelling. Displays or activities that indicate from the exterior that the structure is being used, in part, for any purpose other than that of a residence are prohibited.
6. The home occupation cannot generate more than ten visits to the property per day. Visits are limited to the hours of 8:00am and 9:00pm.
7. No commodities can be sold or services rendered that require receipt or delivery of merchandise, goods, or equipment other than by a passenger motor vehicle or by parcel or letter carrier mail services using vehicles typically employed in residential deliveries.
8. The home occupation and all related activity, including storage, equipment, and display, must be conducted completely within the principal building.
9. No toxic, explosive, flammable, combustible, corrosive, etiologic, radioactive, or other restricted materials may be used or stored on-site. There must be no perceptible noise, odor, smoke, electrical interference, vibration, or other nuisance emanating from the structure where the home occupation is located in excess of that normally associated with residential use.
10. The use or storage of tractor trailers, semi-trucks, or heavy equipment, such as construction equipment used in a commercial business, is prohibited.
11. The home occupation cannot create greater vehicular or pedestrian traffic than is average for a residential area. The home occupation and any related activity must not create any traffic hazards or nuisances in public rights-of-way. Any need for additional parking generated by the home occupation must be met on-site.
12. Only one non-illuminated, wall sign no more than 1.5 square feet in area is permitted in association with the home occupation.
13. Day care homes of any type are not considered a home occupation and are regulated separately by this Ordinance as a principal use in Article 8.

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14. Repair and service of any vehicles, any type of heavy machinery or any type of engine, is prohibited. Small electronic repair, such as computers, is allowed.

15. Rental services, where any materials for rent are stored on-site and customers visit the residence to pick-up and return the product, are prohibited.

16. Dispatching services, where workers report to the home for dispatching, are prohibited.

17. The business of firearm transfers is prohibited.

N. Horse Stables (Private)

1. Private horse stables are permitted in the residential districts and in the INST-HTR District. In the residential districts, 20,000 square feet of lot area is required for each horse.

2. The occupant of the lot must be the owner of such horses. A maximum of two visiting horses is permitted upon a lot at any one time and for a maximum stay of 30 days. If a visiting horse remains on such lot after sunset, a loafing shed or other shelter must be provided for such visiting horse.

3. Horse stables, horse barns, and structures accessory to the keeping of horses are limited to following lot coverages. In no case may the total coverage of all horse-related structures, other accessory structures, and principal buildings violate the district's lot coverage maximum:

- a. RR District: 5%
- b. SR District: 8%
- c. Other residential districts: 10%
- d. INST-HTR District: 8%

4. Horse stables must meet the following:

- a. An inside stall is provided for each horse.
- b. Box stalls are available for all horses stabled.
- c. All stalls must have feeders and water available.

5. The following are prohibited as part of private horse stables:

- a. Horse auctions.
- b. Horse breeding.
- c. Horse clinics.
- d. Horse demonstrations and exhibitions (horse shows).
- e. Boarding horses.

6. Manure may only be stored in appropriate containers. The containers must be located 100 feet from any lot line. Spreading of manure is prohibited.

7. Grain and other feeds must be stored in such a manner as to minimize the presence of mice, rats, and other vermin.

O. Mechanical Equipment

Mechanical equipment includes heating, ventilation, and air conditioning (HVAC) equipment, electrical generators, power storage, pool pumps, and similar equipment.

1. Ground-Mounted Equipment

a. Mechanical equipment is permitted in the interior side or rear yard only. Mechanical equipment must meet the setback requirements of Section 9.5.A.4.

b. For multi-family and nonresidential uses, ground-mounted mechanical equipment must be screened from public view by a decorative wall, solid fence, or year-round landscaping that is compatible with the architecture and landscaping of a development site. The wall, fence, or plantings must be of a height equal to or greater than the height of the mechanical equipment being screened.

2. Roof-Mounted Equipment

a. For structures 40 feet or more in height, all roof equipment must be set back from the edge of the roof a minimum distance of one foot for every two feet in height.

b. For structures less than 40 feet in height and for any building where roof equipment cannot meet the setback requirement of item a above, there must be either a parapet wall to screen the equipment or the equipment must be housed in solid building material that is architecturally integrated with the structure.

3. Wall-Mounted Equipment

a. Wall-mounted mechanical equipment is not permitted on the front or corner side facade of the building. Wall-mounted equipment can encroach into the rear and interior side setbacks.

b. For multi-family and nonresidential uses, wall-mounted mechanical equipment that protrudes more than 12 inches from the outer building wall must be screened from view by structural features that are compatible with the architecture of the subject building.

c. Wall-mounted mechanical equipment that protrudes less than 12 inches must be designed to blend with the primary color and architectural design of the subject building.

d. These requirements do not apply to window air conditioning units or satellite dishes, which are regulated separately.

P. Mural

Murals are limited to an area of 50% of a building wall.

Q. Outdoor Sales and Display (Accessory)

1. The regulations of this section apply only to outdoor sales and display located entirely on the lot and accessory to the principal use of the site. Outdoor sales and display located on the right-of-way is regulated separately by the City Code.

2. Retail goods establishments and heavy equipment sales, service, and storage establishments in the nonresidential districts are permitted to have accessory outdoor sales and display of merchandise. Such merchandise must be that customarily sold on the premises.

3. All outdoor display of merchandise must be located adjacent to the storefront and not in drive aisles, loading zones, or fire lanes. It may be located in a parking lot so long as the minimum number of required parking spaces remain unobstructed.

4. No display may be placed within five feet of either side of an active door, or within 20 feet directly in front of an active door.

5. A minimum clear width for pedestrian traffic of eight feet is provided and maintained along any private sidewalk located within the lot.

R. Outdoor Storage (Accessory)

1. The regulations of this section apply only to outdoor storage located entirely on the lot and accessory to the principal use of the site. Outdoor storage as a principal use of the site is regulated in Article 8.
2. The following uses are permitted outdoor storage: greenhouse/nursery – retail, including the growing of plants in the open, marinas, heavy equipment sales, service, and storage, and service establishments, vehicle dealerships, vehicle rentals, vehicle operations facility, vehicle repair/service, light industrial, general industrial, and extraction of stone, sand, and gravel . The Zoning Officer can also render an interpretation that a use not listed here would typically have outdoor storage, and allow such use to include outdoor storage on the site. These uses are permitted accessory outdoor storage in accordance with the following provisions:
 - a. No outdoor storage is permitted in any public right-of-way or located so that it obstructs pedestrian or vehicular traffic.
 - b. Outdoor storage is prohibited in a required interior side or corner side setback. Outdoor storage is prohibited in the front yard.
 - c. Outdoor storage may be located in a parking lot so long as the minimum number of required parking spaces remain unobstructed.

S. Personal Work/Recreation Space

1. A detached accessory structure may be used as a personal work or recreation space for an occupant of the dwelling. Only a member or members of the immediate family occupying the dwelling may use such space.
2. Client and/or customer visits are prohibited. No commodities can be sold or services rendered to the public or clients from the personal work space.
3. A full bath, cooking facilities, and sleeping accommodations are prohibited.
4. All activity, including storage, and equipment, must be conducted completely within the structure.
5. The activity cannot require receipt or delivery of merchandise, goods, or equipment other than by a passenger motor vehicle or by parcel or letter carrier mail services using vehicles typically employed in residential deliveries.
6. Activities conducted inside a personal work or recreation space cannot create greater vehicular or pedestrian traffic than is average for a residential area. The activity must not create any traffic hazards or nuisances in public rights-of-way.
7. No toxic, explosive, flammable, combustible, corrosive, etiologic, radioactive, or other restricted materials may be used or stored on-site. There must be no perceptible noise, odor, smoke, electrical interference, vibration, or other nuisance emanating from the structure where the activity is located in excess of that normally associated with residential use.

T. Refuse and Recycling Containers

These provisions do not apply to standard personal refuse and recycling bins, approximately 96 gallons or less in size.

1. Refuse and recycling containers are prohibited in the front or corner side yard. No dumpsters may be located on any right-of-way, including alleys.
2. Enclosures are required as follows:
 - a. All refuse and recycling containers must be fully enclosed on three sides by a solid fence, wall, or wall extension of the principal building a minimum of six feet and a maximum of eight feet in height. The wall or wall extension must be constructed as an integral part of the building's architectural design
 - b. The enclosure must be gated. Such gate must be solid and a minimum of six feet and a maximum of eight feet in height. This requirement does not apply to refuse containers located adjacent to an improved alley.

- c. The gate must be maintained in good working order and must remain locked except when refuse/recycling pick-ups occur. The gate must be architecturally compatible with other buildings and structures on the site.
- d. Refuse and recycling containers must remain in the enclosure with the gate closed and/or locked.

U. Satellite Dish Antennas

1. General Requirements

- a. Satellite dish antennas must be permanently installed on a building, in the ground, or on a foundation, and cannot be mounted on a portable or movable structure.
- b. Subject to operational requirements, the dish color must be of a neutral color, such as white or grey. No additional signs or advertising is permitted on the satellite dish itself, aside from the logos of the satellite dish service provider and/or dish manufacturer.
- c. Antennas no longer in use must be immediately removed.
- d. Every effort must be made to install satellite dish antennas in locations that are not readily visible from neighboring properties or from the public right-of-way.

2. Additional Standards for Large Satellite Dish Antennas

Large satellite dish antennas, which are greater than one meter (3.28 feet) in diameter, are subject to the general requirements above as well as the following requirements:

- a. Large satellite dish antenna are permitted only in the rear yard, and must be set back a distance from all lot lines that is at least equal to the height of the dish, but in no case less than five feet from any lot line.
- b. Roof-mounting is permitted only if the satellite dish antenna is entirely screened from public view along the right-of-way by an architectural feature.
- c. A large satellite dish antenna must be located and screened so that it cannot be readily seen from public rights-of-way or adjacent properties. Screening includes solid fences or walls or plant materials located to conceal the antenna and its support structure. Plants must be a minimum of five feet tall at the time of installation.

V. Solar Energy System - Tier 1 and Tier 2

The following standards apply to Tier 1 and Tier 2 solar energy systems, which are accessory structures. Tier 3 solar energy systems are a principal use and the permissions and standards of Article 8 apply. Tier 3 solar energy systems are defined in Article 8.

1. Tier 1 Solar Energy Systems

Tier 1 solar energy systems are permitted in all districts and are subject to the following conditions:

a. Roof-Mounted Solar Energy Systems

- i. Roof-mounted solar energy systems must incorporate, when feasible, the following design requirements:
 - (1) Solar panels on pitched roofs must be mounted with a maximum distance of eight inches between the roof surface the highest edge of the system.
 - (2) Solar panels on pitched roofs must be installed parallel to the roof surface on which they are mounted or attached.
 - (3) Solar panels on pitched roofs cannot extend higher than the highest point of the roof surface on which they are mounted or attached.
 - (4) Solar panels on flat roofs cannot extend above the top of the surrounding parapet, or more than 24 inches above the flat surface of the roof, whichever is higher.

- ii. All solar panels must have anti-reflective coating(s).
- iii. Roof-mounted solar energy systems are not included as part of the maximum height calculation.

b. Building-Integrated Solar Energy Systems

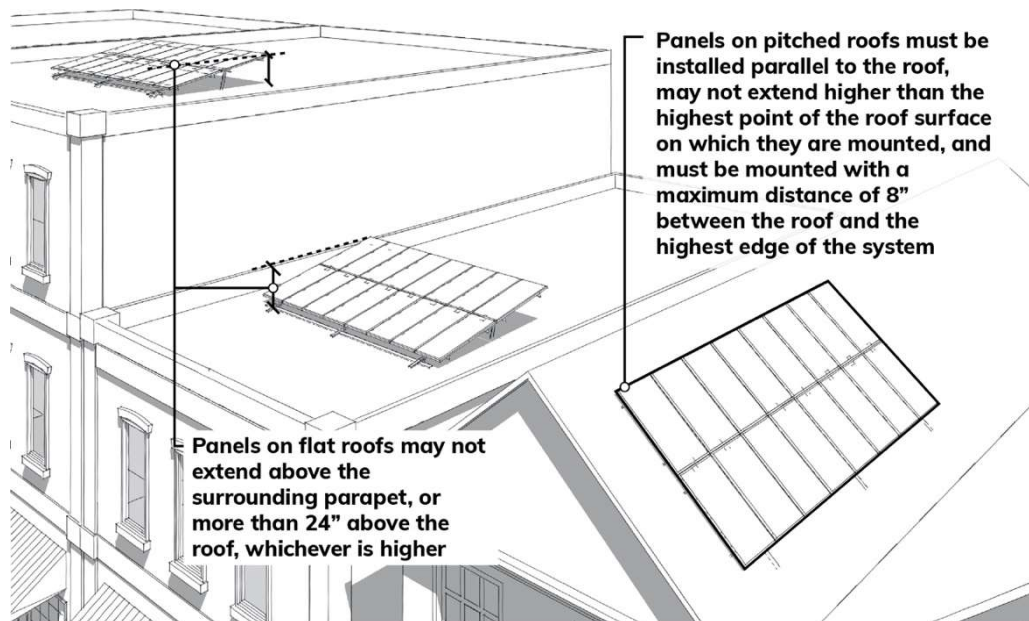
Building-integrated solar energy systems are permitted as a Tier 1 solar energy system.

2. Tier 2 Solar Energy Systems

Tier 2 solar energy systems are permitted in all districts and are subject to the following conditions:

- a. All solar panels must have anti-reflective coating(s).
- b. Tier 2 solar energy systems are subject to the general setback regulations for accessory structures. Ground-mounted solar energy systems must be installed only in the rear and interior side yards.
- c. Tier 2 solar energy systems are limited to a maximum of 14 feet in height.
- d. Tier 2 solar energy systems that have been abandoned and/or not producing electricity for a period of 12 months must be removed by the property owner at the property owner's expense.

SOLAR ENERGY SYSTEM



W. Swimming Pools

In addition to the requirements of City Code Chapter 209 and other applicable regulations, swimming pools are subject to the following standards. Swimming pools are included in impervious surface and accessory coverage calculations and subject to all district maximums on impervious surface.

1. Residential Swimming Pools

- a. Residential swimming pools may be installed only as accessory to a residence for the exclusive use of the owners or occupants of such residence and their guests.
- b. A swimming pool is permitted only in the rear or interior side yard.
- c. No pool wall or related structure may be located within eight feet of an adjoining lot line. There is no required separation distance from the swimming pool to the principal structure.

2. Commercial or Club Swimming Pools

- a. Club swimming pools are permitted as an accessory structure to a permitted membership club.
- b. Commercial or club pools must be located ten feet from any lot line.

3. Enclosure

- a. All pools must be completely surrounded by an enclosure preventing unimpeded access.
- b. A residence or accessory structure may be used as part of such enclosure.
- c. Fencing must be between four and six feet in height with support posts at no less than eight foot intervals. Wire mesh fencing cannot have openings, holes, or gaps larger than two inches in diameter.
- d. An unobstructed maintenance area, at least three feet in width, must be maintained between the side walls of the pool and surrounding fence or structure.
- e. Above-ground pools with solid walls preventing entrance to the pool, except by an entrance ladder, do not require additional fencing if it meets the Uniform Code requirements for a pool barrier.

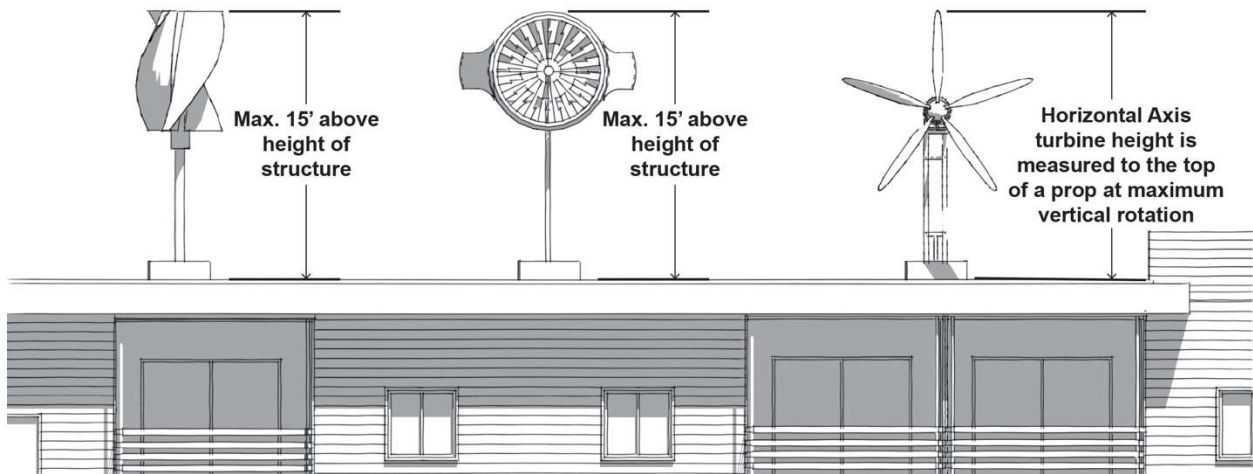
4. Lighting Restrictions

No lighting, operated in connection with a pool, may illuminate beyond the property lines.

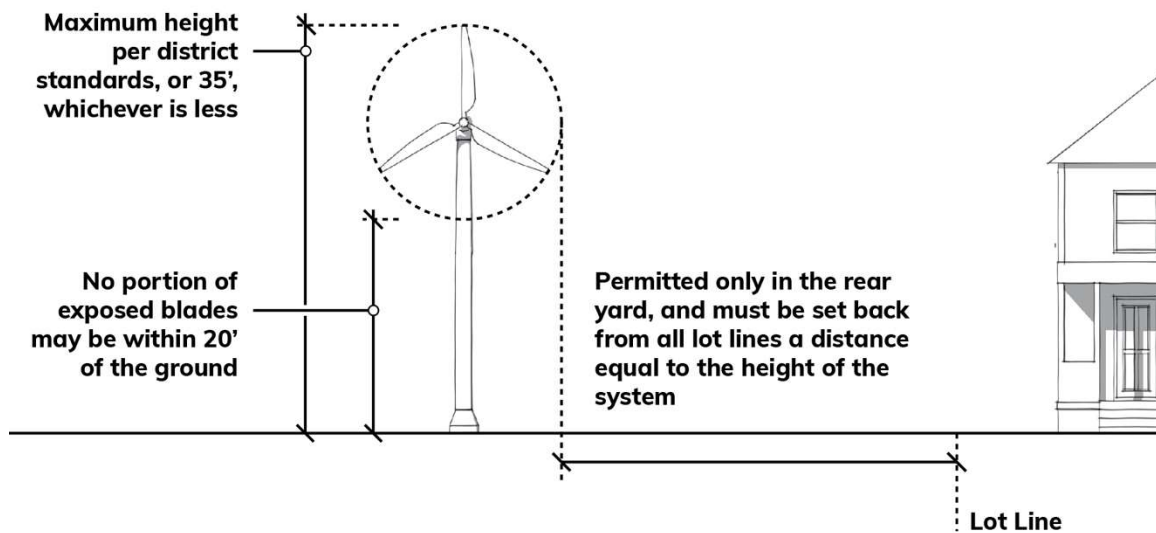
X. Wind Turbines

- 1. Wind turbines may be designed as either vertical or horizontal axis turbines, or designs that combine elements of the different types of turbines.
- 2. Wind turbines are subject to the following height restrictions:
 - a. The maximum height of any ground-mounted wind turbine is the maximum height allowed in the district or 35 feet, whichever is less. A taller height may be allowed by special use.
 - b. The maximum height of any wind turbine mounted upon a structure is 15 feet above the height of such structure. A taller height may be allowed by special use.
 - c. Maximum height is the total height of the turbine system as measured from the base of the tower to the top. For horizontal axis turbines, the maximum vertical height of the turbine blades is measured as the length of a prop at maximum vertical rotation.
 - d. No portion of exposed turbine blades may be within 20 feet of the ground. Unexposed turbine blades may be within ten feet of the ground.
- 3. Ground-mounted wind turbines are permitted only in the rear yard. The tower must be set back from all lot lines equal to the height of the system. No principal buildings may be located within this area.
- 4. All wind turbines must be equipped with manual (electronic or mechanical) and automatic over speed controls to limit the blade rotation speed to within the design limits of the wind energy system.

WIND TURBINE - ROOF-MOUNTED



WIND TURBINE - GROUND-MOUNTED



9.6 PERMITTED ENCROACHMENTS

An encroachment is the extension or placement of an architectural feature or accessory structure into a required setback. Permitted encroachments are indicated in Table 9-B: Permitted Encroachments into Required Setbacks.

A. Section 9.5 above contains regulations on additional accessory structures and architectural features, which may include additional permissions or restrictions on their permitted encroachment into required setbacks. Table 9-B contains a reference to the above standards.

B. When Table 9-B allows an encroachment into a required setback, the encroachment must still be setback from a lot line as required by Section 9.5.A for an accessory structure, unless the Table specifically permits a closer encroachment or requires a greater setback from a lot line.

C. When an accessory structure or architectural feature regulated by Table 9-B is allowed within a required setback, it is also allowed within the corresponding yard. When an accessory structure or architectural feature regulated by Table 9-B is prohibited from encroaching in a required setback, it may be allowed within the corresponding yard, unless specifically prohibited by the table.

D. A building permit may be required for the construction of an accessory structure per City Code Chapter 118.

Table 9-B: Permitted Encroachments Into Required Setbacks Y= Permitted // N= Prohibited Max. = Maximum // Min. = Minimum				
	Front Setback	Corner Side Setback	Interior Side Setback	Rear Setback
Accessibility Ramp (Retrofit) <i>Min. 3' from lot line</i>	Y	Y	N	Y
Air Conditioner Window Unit <i>Max. projection of 18" from building wall</i>	Y	Y	Y	Y
Amateur (ham) Radio Equipment	See Section 9.5			
Aquaculture/Aquaponics	See Section 9.5			
Awning <i>Max. of 2' from building wall</i> <i>Min. of 4' from lot line</i> <i>Does not include awnings used as a sign (See Article 12)</i>	Y	Y	Y	Y
Balcony	N	N	N	N
Bay Window	N	N	N	N
Canopy for Multi-Family Dwelling <i>Max. of 2' from building wall</i> <i>Max. 15' width or no more than 3' extension on either doorway side, whichever is less</i> <i>Does not include canopies used as a sign (See Article 12)</i> <i>Location in the right-of-way is subject to approval by DPW</i>	N	N	N	N
Canopy for Nonresidential Use <i>Max. of 2' from building wall</i> <i>Max. 15' width or no more than 3' extension on either doorway side, whichever is less</i> <i>Does not include canopies used as a sign (See Article 12)</i> <i>Location in the right-of-way is subject to approval by DPW</i>	N	N	N	N
Carport	See Section 9.5			
Chicken Coop	See Section 9.5			
Chimney <i>Max. of 18" into setback</i>	Y	Y	Y	Y
Coldframe Structure	See Section 9.5			
Compost Pile <i>Min. 10' from a lot line</i> <i>Prohibited in front yard</i>	N	N	Y	Y
Docks (Private)	N	N	N	Y
Donation Box	See Section 9.5			

Article 9. On-Site Development Standards

Table 9-B: Permitted Encroachments Into Required Setbacks Y= Permitted // N= Prohibited Max. = Maximum // Min. = Minimum				
	Front Setback	Corner Side Setback	Interior Side Setback	Rear Setback
Eaves (Roof) <i>Max. of 18" into setback</i> <i>Min. of 4' from any lot line</i>	Y	Y	N	Y
Electric Vehicle Charging Station	See Section 9.5			
Escape Well <i>Max. of 4' into setback</i> <i>Min. of 3' from any lot line</i>	Y	Y	Y	Y
Exterior Stairwell <i>Max. of 4' into setback</i> <i>Min. of 3' from any lot line</i>	N	Y	Y	Y
Fences and Walls	See Section 9.5			
Fire Escape <i>Max. of 4' into setback</i> <i>Min. of 3' from any lot line</i>	N	Y	Y	Y
Garage, Detached	See Section 9.5			
Gazebo or Pergola <i>Prohibited in front yard</i>	N	N	N	N
Greenhouse <i>Prohibited in front and corner side yard</i>	N	N	N	N
Horse Stable (Private)	See Section 9.5			
Legal Item Exchange Box	See Section 9.5			
Mechanical Equipment	See Section 9.5			
Mural	See Section 9.5			
Outdoor Sales and Display (Accessory)	See Section 9.5			
Outdoor Storage (Accessory)	See Section 9.5			
Patio	Y	Y	N	N
Personal Recreation Game Court <i>Min. 10' from a lot line</i> <i>Prohibited in front and corner side yard</i>	N	N	N	Y
Playground Equipment <i>Prohibited in front and corner side yard</i> <i>(This does not apply to backstops & portable basketball nets, which are allowed in any yard)</i>	N	N	N	Y
Porch - Unenclosed <i>(Enclosed porches are considered part of the principal structure)</i>	N	N	N	N
Refuse and Recycling Containers	See Section 9.5			
Satellite Dish Antennas	See Section 9.5			
Shed <i>Prohibited in front yard</i>	N	N	N	N
Sidewalk <i>No min. setback from lot lines</i>	Y	Y	Y	Y
Sills, belt course, cornices, and ornamental features <i>Max. of 18" into setback</i>	Y	Y	Y	Y
Solar Energy System - Tier 1 and Tier 2	See Section 9.5			
Stoop <i>Max. of 4' into setback</i> <i>Min. 3' from interior side lot line</i>	Y	Y	Y	Y
Swimming Pools	See Section 9.5			
Wind Turbines	See Section 9.5			

Article 10. Off-Street Parking & Loading

- 10.1 GENERAL REQUIREMENTS
- 10.2 LOCATION OF REQUIRED OFF-STREET PARKING
- 10.3 OFF-STREET PARKING FACILITY DESIGN STANDARDS
- 10.4 RESIDENTIAL OFF-STREET PARKING SPACES
- 10.5 REQUIRED OFF-STREET VEHICLE AND BICYCLE PARKING SPACES
- 10.6 PARKING FLEXIBILITIES, EXEMPTIONS, AND REDUCTIONS
- 10.7 BICYCLE PARKING STANDARDS
- 10.8 REQUIRED OFF-STREET LOADING SPACES
- 10.9 COMMERCIAL AND RECREATIONAL VEHICLE STORAGE

10.1 GENERAL REQUIREMENTS

A. Existing Facilities

1. The existing number of off-street parking and loading spaces may not be reduced below the requirements of this Ordinance. If the number of such existing spaces is already less than required, it may not be further reduced.
2. Existing off-street parking and loading areas that do not conform to the requirements of this Ordinance, but were in conformance with the requirements at the time the parking or loading facilities were established, are permitted to continue as a nonconforming site element.
3. If a building permit for a structure was issued prior to the effective date of this Ordinance, the number of off-street parking and loading spaces must be provided in the amount required at the issuance of the building permit unless the amount required by this Ordinance is less, in which case only the number required by this Ordinance must be installed, subject to site plan modification.

B. Car- and Bike-Share Facilities

1. Parking facilities may include designated parking spaces for car-share programs. Spaces reserved for car-share programs may count toward minimum parking requirements of this Ordinance.
2. During site plan review by the Planning Board, if a parking facility includes bike-share spaces, the Planning Board may credit such bike spaces toward the minimum parking requirements.

C. Completion of Off-Street Parking and Loading Facilities

All off-street parking and loading facilities must be completed prior to the issuance of the certificate of occupancy for the use.

D. Use of Off-Street Parking and Loading Facilities

1. The sale, repair, dismantling or servicing of any vehicles, equipment, materials, or supplies is prohibited. The sales and display of goods in off-street parking areas is also prohibited unless specifically permitted by this Ordinance.
2. The property owner is responsible for ensuring that parking and loading facilities are used only by tenants, employees, visitors, and other authorized persons.
3. Space allocated to any off-street loading space may not be used to satisfy the requirement for any off-street vehicle parking space or access aisle, or portion thereof. Conversely, the area allocated to any off-street vehicle parking space may not be used to satisfy the requirement for any off-street loading space or portion thereof.

10.2 LOCATION OF REQUIRED OFF-STREET PARKING

A. Residential Uses

1. All required parking spaces for residential uses must be located on the same lot as the residential use. Tandem parking is permitted, but both spaces must be allotted to the same dwelling unit and located on the same lot as the dwelling.
2. Required parking spaces for residential uses may be located on a driveway that provides access to a garage or other off-street parking space. Vehicles parked within a driveway or off-street parking space cannot project over the sidewalk or right-of-way.

B. Nonresidential Uses

1. Required off-street parking spaces for nonresidential uses in residential districts must be located on the same lot as the use served, except as allowed in this section.
2. Off-street parking spaces for nonresidential uses in the mixed-use and commercial districts may be located on a lot not more than 600 feet from the lot served provided: When located on a lot not owned by the business, control must be established by a written agreement specifying that such parking will remain available for the entire time period the use is in operation.
3. Valet service to a parking facility with no distance restriction. If the valet service is discontinued, the use must provide the required parking within 30 days. Site plan review by the Planning Board is required to approve the new parking arrangement.
4. Parking spaces for the NCU, AC, UN, NC, and UC Districts cannot be located in front of the front building line.
5. In the GC-U and GC-R Districts, no more than 20% of parking spaces provided may be located in front of the front building line.

10.3 OFF-STREET PARKING FACILITY DESIGN STANDARDS

The following standards apply to off-street parking facilities, both parking lots and parking structures, as applicable, with the exception of single-family, two-family, and townhouse dwellings, which are subject to the standards of Section 10.4. However, if a townhouse development is designed with a common parking lot or parking structure, including multiple common parking lots or structures for all tenants/residents, then it is subject to all the standards of this section.

A. Dimensions

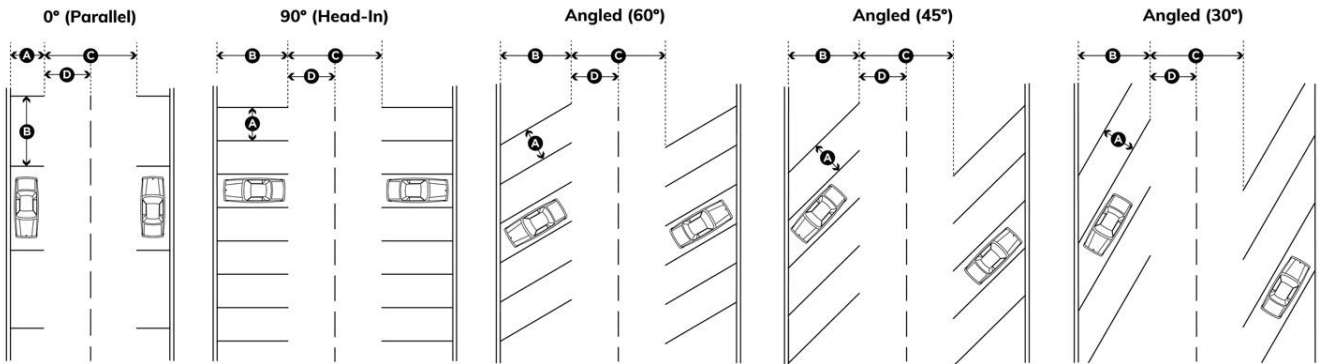
1. Off-street parking spaces and drive aisles within a parking lot or structure must be designed in accordance with the minimum dimensions in Table 10-A: Off-Street Parking Space Minimum Dimensions. Other parking angles other than those described in Table 10-A are permitted but must be approved by the Zoning Officer and provide evidence of safe and efficient parking configuration and traffic circulation.
2. If additional spaces are provided for motorcycle and scooter parking spaces, such spaces must measure at least four feet in width by eight feet in length and must be identified or designated through the use of signs or pavement markings.

Article 10. Off-Street Parking & Loading

Table 10-A: Off-Street Parking Space Minimum Dimensions

Parking Angle	Stall Width (A)	Stall Depth (B)	Aisle Width Two-Way (C)	Aisle Width One-Way (D)	Vertical Clearance
0° (Parallel)	9'	20'	24'	12'	7'
90° (Head-In)	9'	18'	24'	22'	7'
60°	9'	21'	24'	18'	7'
45°	9'	17'	24'	13'	7'
30°	9'	17'	22'	11'	7'

A Stall Width **B** Stall Depth **C** Aisle Width (Two-Way) **D** Aisle Width (One-Way)



B. Accessible Spaces

Accessible parking spaces must be at least eight feet wide with an adjacent aisle at least eight feet wide. Two accessible parking spaces may share a common access aisle. Accessible parking must be provided in accordance with Table 10-B: Required Accessible Parking. Each accessible parking space must be marked with ADA-compliant signage and any other applicable standards of the Americans with Disabilities Act (ADA).

Table 10-B: Required Accessible Parking

Total Parking Spaces in Lot or Garage	Number of Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total
Over 1,000	20 plus 1 for each 100 over 1000

C. Access

1. All required off-street parking facilities must have vehicular access from a street, driveway, alley, or cross-access connection.
2. All required off-street parking facilities must have an internal pedestrian circulation system that allows for safe passage between parking areas and any public sidewalk in the adjacent right-of-way and the use it serves. This includes, but is not limited to, interconnected sidewalks, striped walkways, and separated walkways.

Article 10. Off-Street Parking & Loading

3. All parking facilities must be designed with vehicle egress and ingress points that least interfere with traffic movement. Parking facilities must be designed to allow the driver to proceed forward into traffic, rather than back out.
4. All driveways to parking facilities must comply with the following:
 - a. For off-street parking facilities of more than four spaces, access drives must have a minimum width of ten feet for one-way traffic
 - b. For off-street parking facilities of more than four spaces, access drives must have a minimum width of 22 feet for two-way traffic. However, a ten foot wide driveway is permitted for two-way traffic when all of the following are met:
 - i. The driveway does not exceed 50 feet in length.
 - ii. It provides access to no more than ten spaces.
 - iii. Sufficient turning space is provided so that vehicles do not back into a public street.
 - c. Access drives to off-street parking facilities cannot occupy more than 25% of the total lot frontage with the following exception: on lots with more than 150 feet of frontage, the aggregate width of such drives cannot exceed 48 feet for each 300 feet of lot frontage.
5. Dead end parking lots without a turnaround space are prohibited. A turnaround space must have a minimum depth and width of nine feet, and must be designated with signs stating "No Parking" and painted to indicate parking is prohibited.

D. Surfacing

All off-street parking lots must be improved with a hard surfaced, all-weather dustless material; pervious paving is encouraged and may also be used. Gravel is prohibited.

E. Striping

All off-street parking facilities must delineate parking spaces with paint or other permanent materials, which must be maintained in clearly visible condition.

F. Curbing

1. Curbing is required when a parking space abuts a pedestrian walkway, landscape area, structure, or fence. Inlets, or breaks in curbing may be provided to allow for drainage into landscape areas that can absorb water. Curbing must be constructed of permanent materials such as concrete, stone, or masonry, a minimum height of four inches above ground level, and permanently affixed to the paved parking area.
2. Wheel stops are permitted only as part of a curb-less parking lot design that allows for sheet flow to move directly into a bio-retention area. In such a design, a stone buffer area is required between the paved surface and planting area to slow sheet flow and minimize erosion into the absorbent areas.

G. Lighting

Parking lot and structure lighting must be in accordance with Section 9.4.

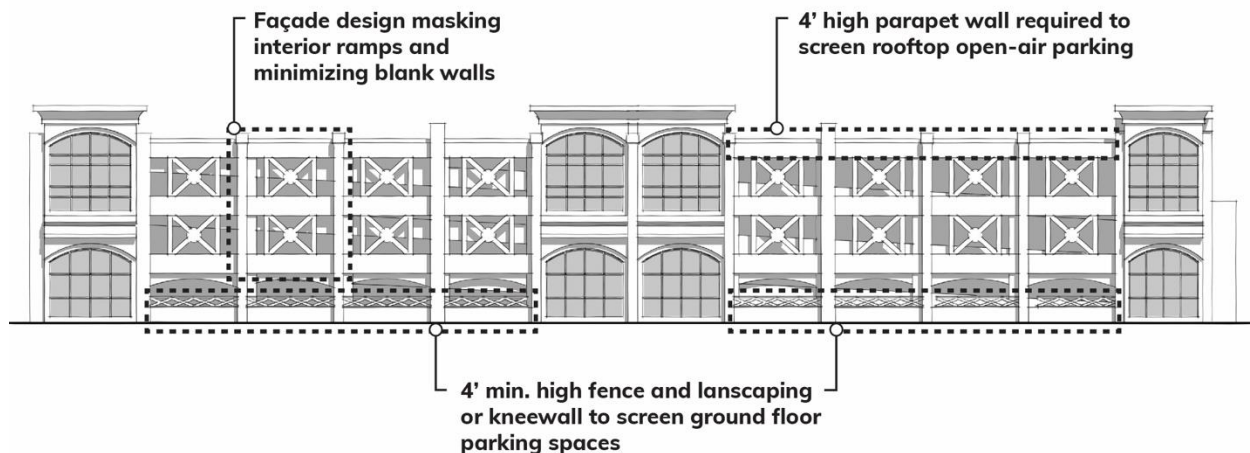
H. Landscape and Drainage

1. All parking lots and structures must be landscaped in accordance with Article 11.
2. All parking areas must be adequately drained. All lots with more than four parking spaces must have drainage connected to a public storm sewer if located within 500 feet of an available public storm sewer system.

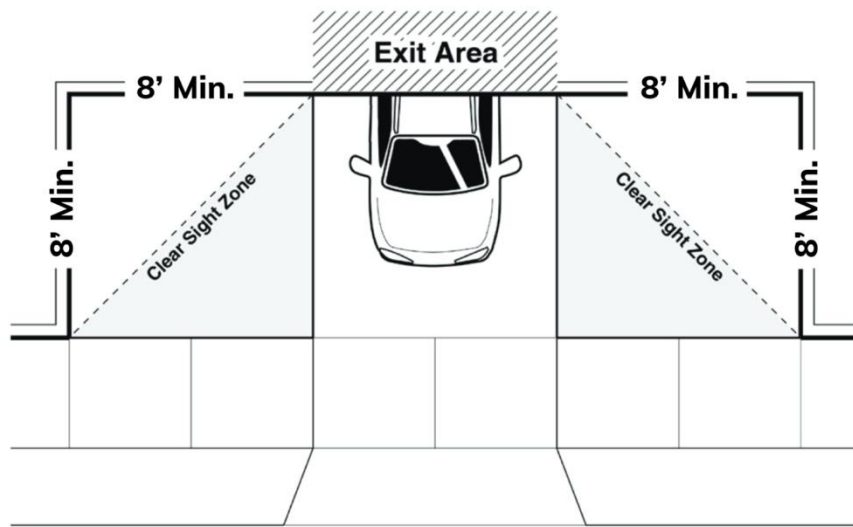
I. Parking Structure

1. Parking structures located in the GC-U, UN, NC, and UC Districts that have frontage along a public street are required to meet one of the following design standards:
 - a. Liner buildings for nonresidential uses along a minimum of 60% of the length of a facade adjacent to a public street. Nonresidential spaces must be a minimum of 20 feet in width and 20 feet in depth, with utility stubs.
 - b. Public green space or civic space, designed in accordance with the standards in Section 9.2, located along the full length of the facade adjacent to a street, with the exception of one access point, and a minimum of 30 feet in depth.
2. On facades that front on public streets, facade design and screening must mask interior ramps.
3. Parking structures must be designed to minimize blank facades through architectural detail and landscape.
4. On portions of the ground floor facade where parking spaces are visible, a decorative fence and landscape or a kneewall is required to screen parking spaces. Such fence or kneewall must be a minimum of four feet in height.
5. For parking structures with rooftop open-air parking, a four foot parapet wall is required for screening.
6. A vehicular clear sight zone must be included at vehicular exit areas as follows:
 - a. The ground floor facade of a parking structure must be setback a minimum of eight feet from a public sidewalk or pedestrian walkway at the vehicular access point.
 - b. An additional minimum eight foot ground floor facade setback is required at the edge of the access point for a minimum of eight feet. This is determined by drawing a line from the edge of the vehicular access point along the abutting the public sidewalk or pedestrian walkway. In this area, groundcover, landscape, or decorative wall must be used to act as a buffer between the access aisle and the public sidewalk or pedestrian walkway. Landscape or a decorative wall must not exceed 30 inches in height to maintain driver sightlines to pedestrians.
 - c. The upper story facade(s) of the parking structure may overhang the vehicular clear sight zone.

PARKING STRUCTURE - DESIGN



PARKING STRUCTURE - CLEAR ZONE



10.4 RESIDENTIAL OFF-STREET PARKING SPACES

The following apply to single-family, two-family, and townhouse dwellings. However, if a townhouse development is designed with a common parking lot or parking structure, including multiple common parking lots or structures for all residents/tenants, then it is subject to the standards of Section 10.3.

- A.** All required off-street parking spaces must have vehicular access from a driveway that connects to a street or alley.
- B.** Townhouse developments are prohibited from constructing individual curb cuts for each dwelling unit along a public street. This restriction does not apply to alleys.
- C.** Required parking spaces to single-family and two-family dwellings may be designed so that the driver may back out into traffic. Only one curb cut is permitted for single-family and two-family dwellings unless approval for additional curb cuts is granted by the Department of Public Works.
- D.** A residential driveway is limited to 25% of the lot width or 25 feet, whichever is less.
- E.** A residential driveway may be located one foot from any interior side or corner side lot line, unless a shared driveway is established. A shared driveway location is only allowed if agreed to by the owners of each lot, and the agreement is recorded as a shared driveway easement on each plat of survey.
- F.** All off-street parking spaces and parking pads must be improved with a hard surfaced, all-weather dustless material. Pervious paving is encouraged and may also be used.
- G.** For single-family and two-family dwellings, a parking space may consist of two parallel paved parking strips, each of which is at least 18 inches in width and 18 feet long.

10.5 REQUIRED OFF-STREET VEHICLE AND BICYCLE PARKING SPACES

A. Required Spaces

Table 10-C: Off-Street Parking Requirements states the minimum number of off-street parking spaces to be provided for the designated uses. Table 10-C lists parking requirements for the uses listed within the districts. In some cases, uses that are considered part of a generic use category are listed with specified parking requirements. These specific uses are listed only for the purposes of this section and do not indicate whether such uses are permitted or special uses within any district. Certain uses listed within the districts may not have parking requirements and others may have specific requirements listed within the use standards of Article 8.

B. Calculation of Required Spaces

The total number of required parking spaces is calculated by the principal use of the lot. When more than one use occupies the same lot, the number of required spaces is the sum of the separate requirements for each use, unless a shared parking arrangement is approved or the standards of items C and D below apply. The following standards for computation apply:

1. In determining the number of parking spaces, when the result contains a fraction, any fraction less than one-half is disregarded and any fraction of one-half or more is counted as one parking space.
2. In places of assembly in which patrons or spectators occupy benches, pews, or similar seating facilities, each 24 inches of such seating facility is counted as one seat for the purpose of determining the requirement for off-street parking facilities. Floor area of a prayer hall is counted as one seat per marked prayer mat space or one seat for every five square feet in the prayer hall if prayer mat spaces are not marked.

C. Calculation for Age-Restricted Housing

A multi-family dwelling or a planned residential community of various dwelling types designated as age-restricted housing is subject to the following standards:

1. One parking space per dwelling unit.
2. One bicycle parking space per eight dwelling units, with a minimum of 80% of such bicycle spaces designed as long-term bicycle parking spaces.

D. Calculation for Multi-Tenant Commercial Centers

Parking for multi-tenant commercial centers is calculated as one space required per 500 square feet of gross floor area, rather than by the individual uses. A multi-tenant commercial center is defined as a group of three or more commercial establishments, primarily retail, but also including service, restaurant, recreation, office, or medical, that is planned, owned, and/or managed as a single property. The two main configurations of multi-tenant commercial centers are large shopping centers and strip retail centers. A mixed-use development that includes one or more floors of commercial establishments also qualifies for this calculation; the residential component is calculated separately.

E. Bicycle Parking Spaces

Certain uses listed within Table 10-C are required to provide bicycle parking spaces. This includes bicycle spaces for those uses which choose to provide vehicle parking in either a parking lot or a parking structure. Bicycle parking spaces are required only for new construction as of the effective date of this Ordinance.

1. Of those uses required to provide bicycle spaces, some are required to provide long-term spaces, where bicycles will be left for longer periods of time and require a safe and weatherproof storage area. The required number of long-term spaces is shown as a percentage of the required total bicycle spaces. All other required bicycle spaces must be designed as short-term spaces, which are areas where bicycles will be left for short stops, requiring a high degree of convenience.
2. In all cases where bicycle parking is required, a minimum of two bicycle spaces must be provided. After the first 25 required bicycle parking spaces are provided, any additional bicycle parking spaces are required at a 50% reduction.
3. Where bicycle parking space requirements indicate "Over 10,000sf GFA" or other number threshold, this means that bicycle spaces are required only for structures over a certain gross floor area. In such case, bicycle parking space requirements are calculated on the basis of the entire gross floor area.

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4. When a use is exempt from providing vehicle parking, it is still required to provide the required bicycle parking spaces.

F. Required Electric Vehicle Charging Stations

1. For parking facilities of 30 or more spaces, either a minimum of 5% of the required spaces must be EV-Capable or EV-Ready, or 2% of the required space must be EVSE-Installed, with any fraction rounded up. These are defined as:
 - a. EV-Capable: Installation of electrical panel capacity with a dedicated branch circuit, and continuous raceway from the panel to the future EV parking space.
 - b. EV-Ready: Installation of electrical panel capacity and raceway with conduit to terminate in a junction box or 240-volt outlet accessible to parking space
 - c. EVSE-Installed: Installation of a Level 2 electric vehicle charging station.
2. Of the total number of EV spaces provided, at least 2% of all EV spaces but not less than one space must be ADA accessible. During site plan review, the required number of ADA accessible electric vehicle charging spaces may be increased.
3. There must be a raceway system from the electrical panel to the spaces for electric vehicle charging. The associated electrical equipment room must have dedicated space to install the required equipment for electric vehicle charging.
4. For commercial parking facilities, all spaces and associated electrical infrastructure must be constructed for either level 2 charging stations or level 3 fast charging stations, or the equivalent if standard industry categorizations change.
5. The standards of Section 9.4.H must also be met; however, in case of conflict with this section, this section controls.

G. Vehicle Parking Maximums

The number of vehicle parking spaces cannot exceed 120% of the required minimum unless waived by the Planning Board.

TABLE 10-C: OFF-STREET VEHICLE AND BICYCLE PARKING REQUIREMENTS			
USE	MINIMUM REQUIRED VEHICLE SPACES	MINIMUM REQUIRED BICYCLE SPACES	
		REQUIRED TOTAL BICYCLE SPACES	% OF REQUIRED BICYCLE SPACES FOR LONG-TERM SPACES
Adult Care Facility	0.5 per dwelling unit or room	1 per 10 dwelling units or rooms	20%
Adult Use	1 per 300sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Amusement Facility - Indoor	1 per 500sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Amusement Facility - Outdoor	1 per 1,000sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Animal Care Facility – Large Animal	1 per 500sf GFA		
Animal Care Facility – Small Animal	1 per 500sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Animal Grooming Establishment	1 per 500sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Art Gallery	1 per 500sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Artisan Live/Work	2 per du	1 per 2 du	80%
Arts and Fitness Studio	1 per 300sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	

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TABLE 10-C: OFF-STREET VEHICLE AND BICYCLE PARKING REQUIREMENTS			
USE	MINIMUM REQUIRED VEHICLE SPACES	MINIMUM REQUIRED BICYCLE SPACES	
		REQUIRED TOTAL BICYCLE SPACES	% OF REQUIRED BICYCLE SPACES FOR LONG-TERM SPACES
Bed and Breakfast	2 spaces + 1 per guestroom		
Body Modification Establishment	1 per 500sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Broadcasting Facility	1 per 1,000sf GFA of studio and office area	Over 10,000sf GFA: 1 per 2,500sf GFA	
Campground	2 per campsite	2 per campsite	
Car Wash	1 per car wash bay + 4 stacking spaces per bay		
Cemetery	1 per 200sf of GFA of office and chapel/parlor	10 spaces	
Children's Home	1 per 200sf of GFA of office area	1 per 2,500sf GFA	
Commercial Kitchen (Standalone)	3 per kitchen space	Over 5,000sf GFA: 1 per 1,500sf GFA	
Community Center	1 per 300sf GFA	1 per 2,500sf GFA	
Country Club	Calculated as the cumulative number required per facilities offered (golf course, driving range, eating and drinking establishment, etc.)	Calculated as the cumulative number required per facilities offered (golf course, driving range, restaurant, bar, etc.)	
Cultural Facility	1 per 300sf GFA	1 per 2,500sf GFA	
Day Care Center: Child Day Care	1 per 500sf GFA	1 per 2,500sf GFA	
Day Care Center: Small Day Care	1 per 500sf GFA	1 per 2,500sf GFA	
Day Care Center: Social Adult Day Care	1 per 500sf GFA	1 per 2,500sf GFA	
Dormitory	1 per 2 du	1 per 4 du	50%
Drug Treatment Clinic	1 per 300sf GFA	1 per 2,500sf GFA	
Dwelling – Caretaker	2 spaces		
Dwelling – Historic Carriage House/Barn	1 space (in addition to that required by the principal dwelling)		
Dwelling – Manufactured Home	2 spaces	1 per 10 home sites	
Dwelling – Multi-Family	2 per du, except 1.5 per du in UR-4, NC, and UN	1 per 4 du	80%
Dwelling - Secondary Dwelling Unit	1 space (in addition to that required by the principal dwelling)		
Dwelling – Single-Family	2 per du, except 1.5 per du in UR-4, NC, and UN		
Dwelling – Single-Family - Attached	2 per du, except 1.5 per du in UR-4, NC, and UN		
Dwelling – Townhouse	2 per du, except 1.5 per du in UR-4, NC, and UN	1 per 4 du	80%
Dwelling – Two-Family	2 per du, except 1.5 per du in UR-4, NC, and UN		
Eating and Drinking Establishment	1 per 100sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Educational Facility – Primary or Secondary			
<i>Educational Facility – Elementary and/or Middle</i>	<i>3 per classroom + 1 per 300sf of office area</i>	<i>1 per 8 classrooms</i>	
<i>Educational Facility – High School</i>	<i>6 per classroom + 1 per 300sf of office area</i>	<i>1 per 4 classrooms</i>	
Educational Facility – University or College	10 per classroom + 4 per office	1 per classroom	20%
Educational Facility – Vocational	10 per classroom + 4 per office	1 per 2,500sf GFA	

Article 10. Off-Street Parking & Loading

TABLE 10-C: OFF-STREET VEHICLE AND BICYCLE PARKING REQUIREMENTS

USE	MINIMUM REQUIRED VEHICLE SPACES	MINIMUM REQUIRED BICYCLE SPACES	
		REQUIRED TOTAL BICYCLE SPACES	% OF REQUIRED BICYCLE SPACES FOR LONG-TERM SPACES
Family-Type Home for Adults	1 per 2 rooms	1 per 4 rooms	
Financial Institution	1 per 300sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Financial Institution, Alternative	1 per 300sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Food Bank	1 per 300sf of office area	Over 10,000sf GFA: 1 per 2,500sf GFA	
Food Pantry	1 per 500sf GFA	1 per 2,500sf GFA	
Freight Terminal	1 per 300sf of office area		
Funeral Home	1 per 300sf GFA	10 spaces	
Gas Station	2 per pump island + 1 per 500sf GFA of structure + 4 stacking spaces per accessory car wash bay		
Golf Course/Driving Range	4 per golf hole + 2 per tee of driving range	1 per golf hole + 1 per tee of driving range	
Greenhouse/Nursery	1 per 500sf GFA of indoor space + 1 per 1,000sf of outdoor space		
Health Spa	1 per 500sf GFA	1 per 2,500sf GFA	
Heavy Equipment Sales, Service, and Storage	1 per 500sf GFA of indoor space + 1 per 1,000sf of outdoor display space	Over 10,000sf GFA: 1 per 2,500sf GFA	
Horse Race Track	1 per 4 seats	1 per 10 seats	
Horse Stable, Commercial	1 per 2 stalls	1 per 10 stalls	
Hospital	1 per 2 beds	1 per 10 beds	20%
Hotel	1.5 per room		
Industrial Design	1 per 500sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Industrial – Artisan	1 per 1,000sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Industrial – General	1 per 1,000sf GFA up to 40,000sf, then 1 per 2,500sf for additional GFA above 40,000sf (excludes any outdoor storage)	Over 10,000sf GFA: 1 per 2,500sf GFA	
Industrial – Light	1 per 1,000sf GFA up to 40,000sf, then 1 per 2,500sf for additional GFA above 40,000sf (excludes any outdoor storage)	Over 10,000sf GFA: 1 per 2,500sf GFA	
Inn	2 spaces + 1 per guestroom		
Live Performance Venue	1 per 200sf GFA	1 per 2,500sf GFA	
Lodging House	2 spaces + 1 per guestroom		
Manufactured Home Park	2 per manufactured home site	2 per manufactured home site	
Marijuana Dispensary	1 per 300sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Marina	1 per 2 slips	1 per 6 slips	
Medical/Dental Office	1 per 300sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Micro-Production of Alcohol	1 per 500sf GFA	Over 5,000sf GFA: 1 per 2,500sf GFA	20%
Office	1 per 300sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	20%

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TABLE 10-C: OFF-STREET VEHICLE AND BICYCLE PARKING REQUIREMENTS

USE	MINIMUM REQUIRED VEHICLE SPACES	MINIMUM REQUIRED BICYCLE SPACES	
		REQUIRED TOTAL BICYCLE SPACES	% OF REQUIRED BICYCLE SPACES FOR LONG-TERM SPACES
Outdoor Storage Yard	1 per 2,500sf of lot area		
Park/Playground	For parks/playgrounds over 1 acre in area: 1 per 2,500sf of lot area	1 per 5,000sf of lot area	
Passenger Terminal	1 per 1,000sf GFA		
Personal Service Establishment	1 per 500sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Place of Worship	1 per 10 seats	1 per 25 seats	
Private/Social Club	1 per 500sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Reception Facility	1 per 300sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Recreational Vehicle (RV) Park	1 per RV site	1 per 10 RV sites	
Research and Development	1 per 500sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Residential Care Facility	1.2 per patient room	1 per 10 rooms	20%
Retail Goods Establishment	1 per 500sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Rooming House (Small, Medium, or Large)	2 spaces + 1 per guestroom		
Self-Service Storage Facility	1 per 25 storage units	1 per 50 storage units	
Shelter, Domestic Violence	1 per 500sf GFA	1 per 2,500sf GFA	
Shelter, Emergency	1 per 500sf GFA	1 per 2,500sf GFA	
Shelter, Homeless	1 per 300sf of office area	1 per 2,500sf GFA	
Social Service Center	1 per 500sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Solar Energy System - Tier 3	2 spaces		
Specialty Food Service	1 per 500sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Transitional Living Facility	1 per dwelling unit or room	1 per 10 dwelling units or rooms	60%
Vehicle Dealership	1 per 500sf of indoor sales and display area + 4 per service bay		
Vehicle Operation Facility	1 per 2,500sf of lot area		
Vehicle Rental	1 per 500sf GFA of indoor area (excluding indoor storage of vehicles)		
Vehicle Repair/Service	4 per service bay		
Warehouse	1 per 500sf of office area + 1 per 30,000sf GFA of warehouse	Over 10,000sf GFA: 1 per 2,500sf GFA	
Wholesale Establishment	1 per 500sf of office area + 1 per 15,000sf GFA of warehouse	Over 10,000sf GFA: 1 per 2,500sf GFA	
Wind Energy System	1 per turbine		

10.6 PARKING FLEXIBILITIES, EXEMPTIONS, AND REDUCTIONS

A. Exemptions from and Reductions to Parking Requirements

1. As of the effective date of this Ordinance, existing nonresidential structures in the NCU, AC, NC, UN, and UC Districts that currently do not provide the required amount of parking on the lot to accommodate parking are subject to the following:
 - a. If the property does not provide any parking on-site, it is not required to provide any parking regardless of a change of use within the existing structure.
 - b. All existing on-site parking located must be maintained. If there is a change in use or intensity of use that requires additional parking in excess of what is currently maintained on-site, site plan review is required and may require provision of additional parking.
 - c. If the structure expands their footprint or gross floor area and such expansion requires additional parking from what is currently required on-site, site plan review is required and may require provision of additional parking.
 - d. If the lot area is expanded (e.g., the adjoining lot is purchased or leased), this exemption is null and void.
 - e. Once the principal building is demolished, this exemption is null and void.
2. The UC District is exempt from minimum vehicle parking requirements. Where parking is provided, property is still subject to basic requirements of the chapter.
3. For nonresidential uses in the commercial and mixed-use districts, on-street parking spaces located along the front or side lot line may be counted toward required off-street parking spaces for commercial uses. New on-street parking spaces may also be created to count toward required off-street parking but must be located along the corner side or front lot line.
 - a. Where on-street parking spaces are unmarked, the number of parking spaces is calculated by dividing the length of the on-street parking area located parallel to the lot line of the property under consideration divided by 22, where a fraction of less than one-half is disregarded, and a fraction of one-half or more is counted as one space.
 - b. Where on-street parking spaces are marked, each marked space counts as one required parking space, including any space where at least 80% of the width is located along the lot line of the property under consideration.
 - c. Spaces accessible 24 hours a day to the public are counted at 100%. Any time restricted spaces or spaces subject to posted alternate side of the street parking programs are counted at 50%.

B. Shared Parking Permission

Off-street parking spaces for separate uses may be provided collectively at a reduced amount of the total number of spaces provided it meets the calculation of Table 10-D: Shared Parking Calculation. Adjacent sites may use the shared parking option but must provide the City with a copy of the agreement between the property owners, and full site access between sites must be granted 24 hours a day.

1. The required number of spaces for each use is calculated according to Table 10-C.
2. The required number of spaces for each use is then applied to the percentages for each timeframe, according to the appropriate land use category, in Table 10-D to determine the number of required spaces. This is done for each timeframe category.

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3. The numbers are summed for all uses within each timeframe and the highest sum total in a timeframe is the required number of spaces.

Table 10-D: Shared Parking Calculation						
Land Use Category	Weekday			Weekend		
	Mid-7am	7am-6pm	6pm-Mid	Mid-7am	7am-6pm	6pm-Mid
Residential	100%	100%	100%	100%	100%	75%
Nonresidential (Not Specifically Listed in this Table)	0%	100%	80%	0%	100%	60%
Eating & Drinking Establishment	50%	70%	100%	45%	70%	100%
Hotel/Motel	100%	50%	90%	100%	65%	80%
Indoor/Outdoor Recreation	0%	70%	100%	5%	70%	100%
Office /Industrial	5%	100%	5%	0%	40%	10%
Institutional – Educational Facility	0%	100%	50%	0%	0%	0%
Institutional – Place of Worship	0%	50%	0%	0%	100%	0%

SAMPLE CALCULATION

Example: multi-use office development with the following uses within the development; based on current parking requirements, the number of required spaces is:

Use & Square Footage	Parking Requirement	Number of Spaces Needed
Nonresidential: 15,000sf GFA	1 per 500sf GFA	30 spaces
Eating & Drinking Establishment: 2,000sf GFA	1 per 100sf GFA	20 spaces
Hotel/Motel: 60 rooms	1.5 per room	90 spaces
Office: 24,000sf GFA	1 per 300sf GFA	80 spaces
TOTAL SPACES REQUIRED		220 spaces

Using the shared parking calculation, these numbers are plugged into the table and using the percentages allotted to each land use for each time of day, are calculated as total spaces required per timeframe.

Land Use Category	Weekday			Weekend		
	Mid-7am	7am-6pm	6pm-Mid	Mid-7am	7am-6pm	6pm-Mid
Residential	-	-	-	-	-	-
Nonresidential	0	20	16	0	20	12
Eating & Drinking Establishment:	15	21	30	13.5	21	30
Hotel/Motel	90	45	81	90	58.5	72
Indoor/Outdoor Recreation	-	-	-	-	-	-
Office/Industrial	4	80	4	0	32	8
Institutional – Educational Facility	-	-	-	-	-	-
Institutional – Place of Worship	-	-	-	-	-	-
Totals	109	166	131	103.5	131.5	122

With a straight parking calculation, 220 spaces are required. However, the shared parking provision allows this example multi-use office development to be constructed with 166 spaces (the highest number of spaces within the various timeframes - the 7am to 6pm weekday timeframe).

C. Land Banked Parking

The Planning Board may permit land banking of up to 25% of the required parking spaces through the site plan review process.

1. Sufficient evidence is provided by the applicant that supports the reduced parking needs.
2. The area proposed for land banking of parking spaces is suitable for parking at a future time.
3. The land-banked area must, at a minimum, be landscaped with live groundcover. As a result of site plan review, additional landscaping of the land-banked area may be required.
4. The land banked area cannot be used for any other use. The land banked parking area cannot be used to fulfill other landscaping requirements of this Ordinance.
5. As part of the site plan review process, the applicant must show the area to be banked on the site plan and marked as "Land-Banked Future Parking."
6. The Zoning Officer, on the basis of increased parking demand for the use, may require the conversion of all or part of the land-banked area to off-street parking spaces
7. Nothing prevents the applicant from voluntarily converting the land banked area to parking.. In such case, the Zoning Officer must be notified of the conversion.
8. If the applicant does not provide a plan for conversion to parking during the initial site plan review, any conversion to parking, whether required by the City or voluntarily, requires site plan review by the Planning Board for the area being converted.

10.7 BICYCLE PARKING STANDARDS

A. Design

1. Required bicycle spaces must provide each bike space within a row of bicycle parking a minimum of two feet in width by six feet in length, with a minimum vertical clearance of seven feet. Each required bicycle parking space must be accessible without moving another bicycle. There must be an aisle at least five feet wide between each set of bicycle parking to allow room for bicycle maneuvering.
2. The area devoted to bicycle parking must be surfaced as required for vehicle parking areas.
3. All long-term bicycle parking spaces must be located indoors or fully covered, such as by the use of an overhang or covered walkway, weatherproof outdoor bicycle lockers, or an indoor storage area, and must be well lit. Where bicycle parking is not located within a building or locker, the cover design must be of permanent construction, designed to protect bicycles from rainfall, snow, and inclement weather, and with a minimum vertical clearance of seven feet.
4. Bicycle parking racks must permit the bicycle frame and one wheel to be locked to the rack and support the bicycle in a stable position. Structures that require a user-supplied locking device must be designed to accommodate U-shaped locking devices. All lockers and racks must be securely anchored to the ground or a structure to prevent the racks and lockers from being removed from the location.
5. If required bicycle parking facilities are not visible from the street or principal building entrance, signs must be posted indicating their location.
6. Alternative short-term and long-term bicycle parking designs may be acceptable when reviewed and approved by the City Planning Department.

B. Location

1. The bicycle parking area must be convenient to building entrances and street access, but may not interfere with normal pedestrian and vehicle traffic. Bicyclists must not be required to travel over stairs to access parking.

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2. When required to provide bicycle spaces, certain uses are also required to provide long-term spaces, where bicycles will be left for longer periods of time and require a safe and weatherproof storage area. The required number of long-term spaces is shown as a percentage of the required total bicycle spaces in Table 10-C. All other required bicycle spaces must be designed as short-term spaces, which are areas where bicycles will be left for short stops, requiring a high degree of convenience. Nothing in this Ordinance prevents the provision of additional bicycle spaces in excess of that required; long-term spaces are required only in the amount calculated by the minimum number of spaces in Table 10-C, not of the total number of short-term spaces, which may exceed that required by the table.

3. Short-term bicycle parking spaces must be located no more than 50 feet from the principal building entrance and at the same grade as the sidewalk or an accessible route.

a. Short-term bicycle parking spaces in the commercial districts may be located on a lot not more than 400 feet from the lot served, with Planning Board approval, provided: When located on a lot not owned by the business, control must be established by a written agreement specifying that such bicycle parking will remain available for the entire time period the use is in operation.

b. Required bicycle parking spaces may be located in the public right-of-way, with approval from the Department of Public Works, if one or more of the following conditions are met:

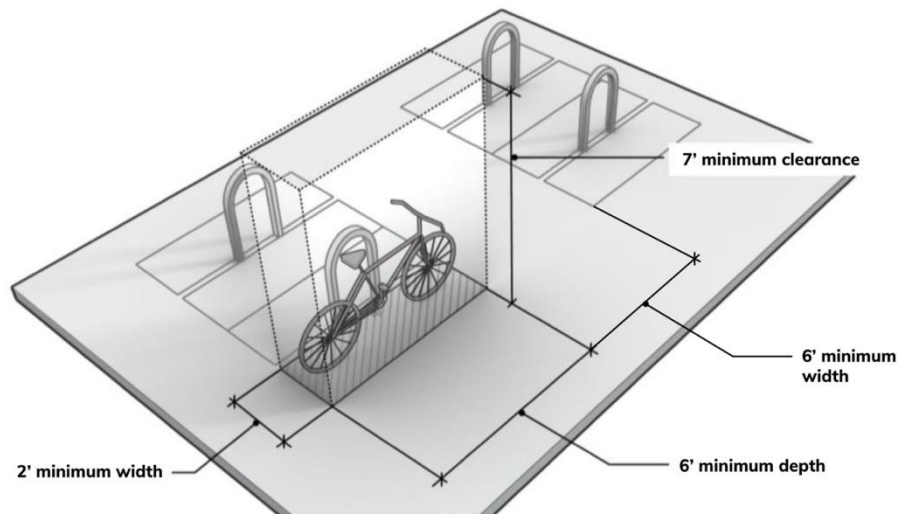
i. The use does not provide vehicle parking on-site.

ii. The addition of bicycle parking on the site would reduce the number of parking spaces below that required by this Ordinance.

iii. Bicycle parking spaces in the right-of-way can be shared by uses located on the same blockface. In such cases, the number of bicycle spaces required is cumulative of that required by all uses sharing such spaces.

4. Required bicycle parking for residential uses may be provided in garages, storage rooms, and other resident-accessible, secure areas. Spaces within dwelling units or on balconies do not count toward satisfying bicycle parking requirements.

BICYCLE PARKING DESIGN



10.8 REQUIRED OFF-STREET LOADING SPACES

A. Design

1. All off-street loading spaces must be located on the same lot as the use served. With the exception of industrial districts, no off-street loading space must be located in a front or corner side yard or in front of a front building line.
2. All required off-street loading spaces must be at least 12 feet in width and at least 55 feet in length, exclusive of aisle and maneuvering space, and have a minimum vertical clearance of at least 14 feet.
3. All off-street loading spaces must be improved with a hard surfaced, all-weather dustless material.
4. All off-street loading spaces must meet the lighting requirements of Section 9.3.
5. When located adjacent to a residential districts, loading spaces must be screened along interior side and rear lot lines with a solid wall or fence, a minimum of six feet and a maximum of seven feet in height. Loading spaces should be located opposite any adjacent residential district lot line whenever possible.

B. Minimum Number of Off-Street Loading Spaces

Off-street loading spaces must be provided in accordance with the minimums of Table 10-E: Off-Street Loading Requirements. In the case of multi-tenant buildings or mixed-use developments, required loading spaces are calculated on the basis of each individual tenant (for example, if only one nonresidential use tenant of a multi-tenant building is over 10,000 square feet, only one loading space is required; if all tenants are under 10,000 square feet, no loading is required. Nothing herein prevents the construction of additional loading spaces above the minimums required here.

TABLE 10-E: OFF-STREET LOADING REQUIREMENTS	
Use Type	Minimum Number of Spaces Required
Multi-Family Dwelling	
Total of 50 dwelling units or more	1 loading space
Commercial & Institutional Use	
10,000 - 100,000sf GFA	1 loading space
100,001 - 200,000sf GFA	2 loading spaces
200,001sf and above GFA	3 loading spaces
Industrial Use	
10,000 - 40,000sf GFA	1 loading spaces
40,001 - 100,000sf GFA	2 loading spaces
100,001 and above GFA	3 loading spaces

10.9 COMMERCIAL AND RECREATIONAL VEHICLE STORAGE

A. Commercial Vehicles

1. Residential Lots

- a. No commercial vehicle may be parked outdoors on a residential lot, with the exception of vehicles engaged in loading or unloading or current work being done to the adjacent premises. This does not include standard size passenger motor vehicles (including, but not limited to, vans, sports utility vehicles (SUVs), standard passenger size livery vehicles, and pick-up trucks), which may be stored or parked outdoors overnight on lots in residential districts. Permitted vehicles also include those owned and used for commercial purposes by the occupant of a dwelling or guest, provided that the vehicle is stored or parked in a permitted parking area. Permitted commercial vehicles may include the logo of the commercial business painted on or applied to the vehicle.
- b. All other commercial vehicles including, but not limited to, semi-truck tractor units, with or without attached trailers, commercial trailers, flatbed trucks, box vans and box trucks, buses, tow trucks, construction vehicles, livery vehicles that exceed standard passenger vehicle size, such as limousines, or other large commercial vehicles are not permitted to be stored or parked outdoors overnight on a residential lot.

2. Nonresidential Lots

On nonresidential lots, commercial vehicles with the logo of the commercial business painted on or applied to the vehicle that are being operated and stored in the normal course of business, such as signs located on delivery trucks, promotional vehicles, moving vans, and rental trucks, are permitted to be stored on the lot in areas related to their use as vehicles, provided that the primary purpose of such vehicles is not the display of signs. All such vehicles must be in operable condition.

B. Recreational Vehicles

1. A recreational vehicle or trailer licensed to transport recreational vehicles or equipment may be stored outdoors within the front or corner side yard if it is eight feet or less in height and 20 feet or less in length. Recreational vehicles or trailers stored outdoors that exceed either of these dimensions cannot be stored in the front or corner side yard and must be stored in the interior side or rear yard per item 2 below.

2. Recreational vehicles must be stored within the interior side yard behind the front building line or in the rear yard. If a recreational vehicle and any trailer is more than eight feet in height, as measured to the highest point of the vehicle, it must be located at least ten feet from any lot line.

3. The area devoted to recreational vehicle storage must be on a hard, improved surface as required for vehicle parking areas.

4. There is no limit on the storage of recreational vehicle within fully enclosed structures. Temporary storage tents do not meet the requirement of a fully enclosed structure.

5. No recreational vehicle may be used for living, sleeping, housekeeping, or home occupation purposes in any district and may not be hooked up to any public utilities. An exception may be granted by the Zoning Officer for temporary employee housing in association with an active agricultural use in a state established Agricultural District.

6. All recreational vehicles must be maintained in mobile condition. No recreational vehicle may be parked or stored in such manner as to create a dangerous or unsafe condition on the lot where it is parked or stored. If the recreational vehicle is parked or stored, whether loaded or not, so that it may tip or roll, it is considered to be a dangerous and unsafe condition.

Article 11. Landscape

- 11.1 SELECTION, INSTALLATION AND MAINTENANCE OF LANDSCAPE
- 11.2 LANDSCAPE DESIGN STANDARDS
- 11.3 PLANNING BOARD EXCEPTIONS TO LANDSCAPE STANDARDS
- 11.4 REQUIRED SITE LANDSCAPE
- 11.5 REQUIRED PARKING LOT LANDSCAPE ABUTTING A STREET
- 11.6 REQUIRED PARKING LOT INTERIOR LANDSCAPE
- 11.7 BUFFER YARD REQUIREMENTS
- 11.8 STREET TREES AND ON-SITE TREES
- 11.9 TREE PRESERVATION

11.1 SELECTION, INSTALLATION, AND MAINTENANCE OF LANDSCAPE

A. Selection

1. All plants must meet minimum quality requirements and be free of defects, of normal health, height, leaf density, and spread as defined by the American Standard for Nursery Stock, ANSI Z60.1, latest available edition, American Horticulture Industry Association (AmericanHort).
2. All plant materials must be capable to withstand the seasonal temperature variations of east-central New York (USDA Temperate Zone 2-5a), as well as the individual site microclimate.
3. The use of species must be chosen from the City's approved species list, which will be adjusted periodically.
4. The use of native perennial vegetation is encouraged, which offers many valuable ecological benefits, including habitat and food for pollinators.

B. Installation

All landscaping must be installed according to sound horticultural practices in a manner designed to encourage quick establishment and healthy growth, and per the ANSI A 300 Standard Practice for Tree, Shrub, and other Woody Plant Maintenance, most current edition and parts.

C. Maintenance

1. Trees and vegetation, irrigation systems, fences, walls, and other landscape elements are considered elements of a development in the same manner as parking, building materials, and other site details. The applicant, developer, landowner, or successors in interest are jointly and severally responsible for the regular maintenance of all landscaping elements in good condition.
2. All landscaping must be maintained free from disease, pests, weeds, and litter. All landscape structures such as fences and walls must be repaired and replaced periodically to maintain them in a structurally sound and aesthetically pleasing condition.
3. Any landscape element that dies, or is otherwise removed or seriously damaged, must be removed and replaced within 30 days of the beginning of the growing season.
4. Proper mulching is required to maintain required trees.

11.2 LANDSCAPE DESIGN STANDARDS

A. Recommended Minimum Planting Sizes

1. Broadleaf trees should have a minimum trunk caliper as follows:
 - a. Small trees: 2 inch caliper
 - b. Medium and large trees: 2 to 3 inch caliper
2. Coniferous trees should have a minimum height of six feet at planting.
3. Single stem ornamental trees should have a minimum trunk size of two inches in caliper at planting. Multiple stem ornamental trees should have a minimum height of seven feet at planting.
4. Shrubs should have minimum height of 18 inches at planting.

B. Trees in Tree Belt

All trees planted within the tree belt must meet the following:

1. Trees must be a single stem tree form.
2. No clumps, shrubs, coniferous, or low branching habits.
3. Trees must be cultivated from a northern seed source (plant hardiness zone 2a-5b range) and harvested as balled and burlapped.
4. Only trees that mature to 30 feet in height or less can be planted under single or triple phase utility wires.
5. Bare root is acceptable planting stock only when approved by the City Arborist.

C. Energy Conservation

Plant material placement should be designed to reduce the energy consumption needs of the development through passive heating and cooling strategies.

D. Species Diversity

Diversity among required plant material is required for visual interest and to reduce the risk of losing a large population of plants due to disease. Table 11-A: Plant Diversity Requirements indicates the percentage of diversity required based on the total quantity of species being used. (For example, if a development requires 45 broadleaf trees, no more than 18 trees (40%) can be of one species, and there must be a minimum of five different species within the 45 trees.) When the calculation of plant diversity requirements results in a fraction, the fraction is rounded up.

TABLE 11-A: PLANT DIVERSITY REQUIREMENTS		
Total Number of Plants per Plant Type	Maximum Number of One Species	Minimum Number of Species
1-3	100%	1
4-7	60%	2
8-13	45%	3
14-22	40%	5
23-35	25%	8
36-50	30%	10
50+	15%	15

11.3 PLANNING BOARD EXCEPTIONS TO LANDSCAPE STANDARDS

The Planning Board, during review of the landscape plan, may allow exceptions to on-site landscape standards if such exceptions meet some or all of the following standards:

- A. There are unusual topographic constraints and/or sight restrictions on the site.

- B.** Existing plant materials, walls, fences, or the topography of the site and its surroundings make the required landscaping or screening less necessary but meet the intent of this Ordinance.
- C.** The exceptions would preserve existing on-site stands of trees and/or other plant materials.
- D.** Exceptions to the requirements are needed to accommodate additional site amenities, such as public seating or an outdoor plaza.
- E.** The exceptions improve ingress/egress to the site.

11.4 REQUIRED SITE LANDSCAPE

This section does not apply to single-family, single-family - attached, and two-family dwellings.

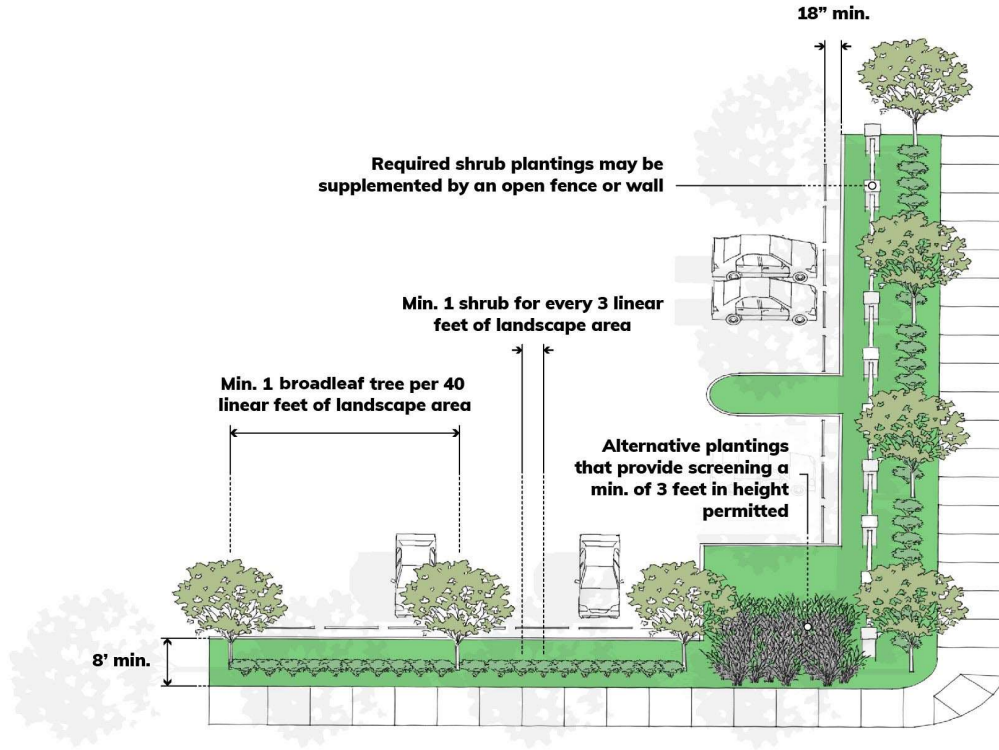
- A.** All portions of a lot not covered by structures or paved surfaces must be landscaped with trees, shrubs, live groundcover, and other plantings. Rain gardens, bioswales, and similar stormwater management landscape elements also meet this requirement.
- B.** All existing plantings that are maintained on a site may be counted toward any required on-site landscape.
- C.** Where a structure is setback ten feet or more from a front or corner side lot line, the setback areas must be planted with a minimum of one broadleaf tree or two ornamental trees and five shrubs for every 30 linear feet of setback area.
 - 1.** This does not apply to townhouse dwellings.
 - 2.** This does not apply where a parking lot is located in front of the structure and abuts a street. The requirements of Section 11.5 control.

11.5 REQUIRED PARKING LOT LANDSCAPE ABUTTING A STREET

Landscape is required along all edges of a parking lot that abut a street, whether the parking lot is a principal use of the site or an accessory parking lot to a principal use. The landscape treatment must run the full length of that edge, except for required access points. The landscaped area must be improved as follows:

- A.** The landscape area must be a minimum of eight feet in width.
- B.** There must be a minimum linear clear distance of 18 inches between any wheels stops or curbs to accommodate vehicle bumper overhang. This area is not included in the minimum landscape area of item A above calculation.
- C.** A minimum of one broadleaf tree must be planted for every 40 linear feet of landscape area, spaced linearly on-center. As part of the landscape plan approval, trees may be spaced at various intervals based on specific site requirements, but the total number of trees planted must be no less than one per 40 linear feet of landscape area.
- D.** A minimum of one shrub must be planted for every three linear feet of landscape area, spaced linearly on-center. This may be supplemented by an open fence or wall. Any one or combination of the following alternatives to shrub plantings are also permitted:
 - 1.** The landscape area may be planted with a mix of shrubs, perennials, native grasses, and other planting types that provide screening of a minimum of three feet in height.
 - 2.** Stormwater management techniques, such as rain gardens and bioswales, that provide screening of a minimum of three feet in height.
- E.** Landscape areas outside of shrub masses must be planted in live groundcover, perennials, grass, or trees.
- F.** Fences or walls included in the perimeter landscape treatment must be constructed of high quality, durable materials such as masonry, stone, brick, iron, or any combination thereof.

PARKING LOT LANDSCAPE ABUTTING A STREET



11.6 REQUIRED PARKING LOT INTERIOR LANDSCAPE

Any parking lot of 15 spaces or more, whether a principal use of the site or an accessory parking lot to a principal use, interior parking lot landscape is required.

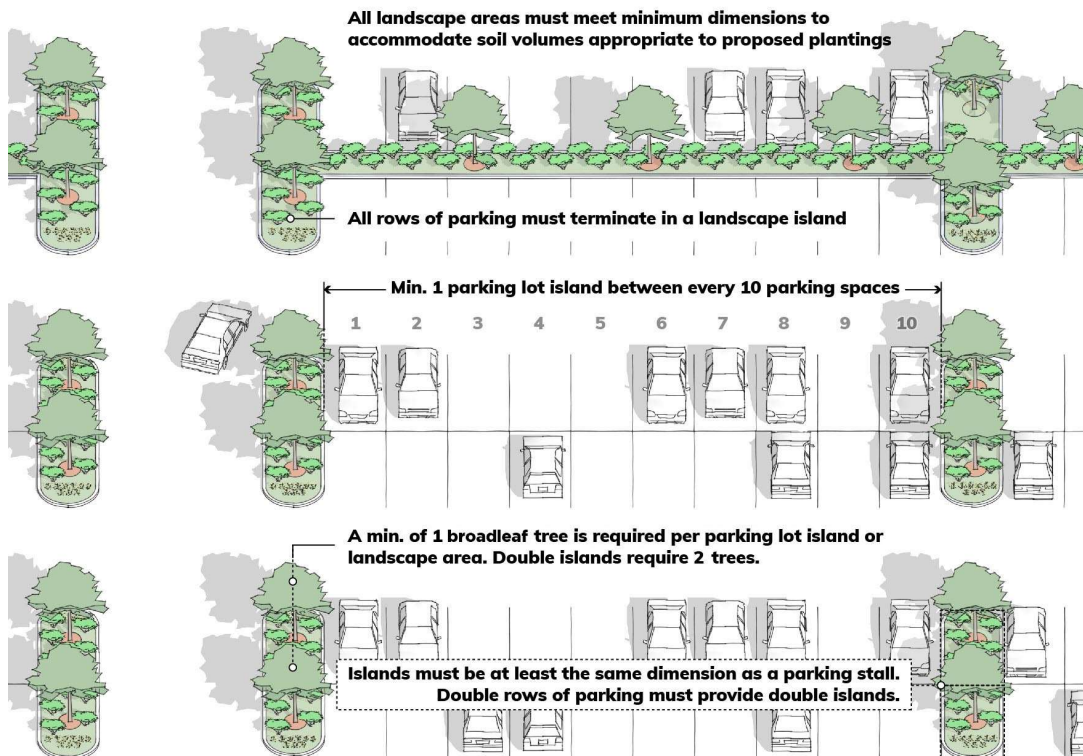
- A.** One parking lot island must be provided at a minimum between every ten parking spaces. As part of the landscape plan approval, parking lot island locations may be varied based on specific site requirements or design scheme, but the total number of islands must be no less than the amount required of one island for every ten spaces.
- B.** Parking lot islands must be, at minimum, the same dimension as a parking stall. Double rows of parking must provide parking lot islands that are, at minimum, the same dimension as the double row.
- C.** A minimum of one broadleaf tree must be provided for every parking lot island or landscape area. Where a parking lot island is the same dimension as a double row of parking, two broadleaf trees are required. The remaining area of a parking lot island must be planted in ornamental trees, live groundcover, shrubs, perennials, or grass.
- D.** The minimum total landscape area of a parking lot, including parking lot islands, must be 10% of the total parking lot area. All landscape areas must meet a minimum dimension to accommodate soil volumes appropriate to proposed plantings. Parking lot landscape area along a street, as required in Section 11.5, is excluded from the calculation of total parking lot area and total parking lot landscape.

E. All rows of parking spaces must terminate in a landscape area. Rows of parking containing 20 or more spaces must terminate in a landscape area a minimum of 300 square feet in area, to accommodate larger broadleaf tree species.

F. The use of stormwater management elements, such as sunken islands, perforated curbs, rain gardens and bioswales, is encouraged in landscape areas. When a parking lot island is designed for stormwater management, the tree requirement may be exempted as part of landscape plan approval when it is determined that trees may not thrive as part of such design.

G. Interior parking lot landscape is encouraged to coordinate with the design of parking lot lighting, to avoid conflicts between lighting and plant material that may result in the need for pruning or topping of required plant material.

PARKING LOT INTERIOR LANDSCAPE



11.7 BUFFER YARD REQUIREMENTS

Buffer yards are located within rear and interior side setbacks, and must be reserved for planting material and screening as required by this section. No parking spaces or accessory structures are permitted within the required buffer yard.

A. Interior Side Setback Buffer Yards

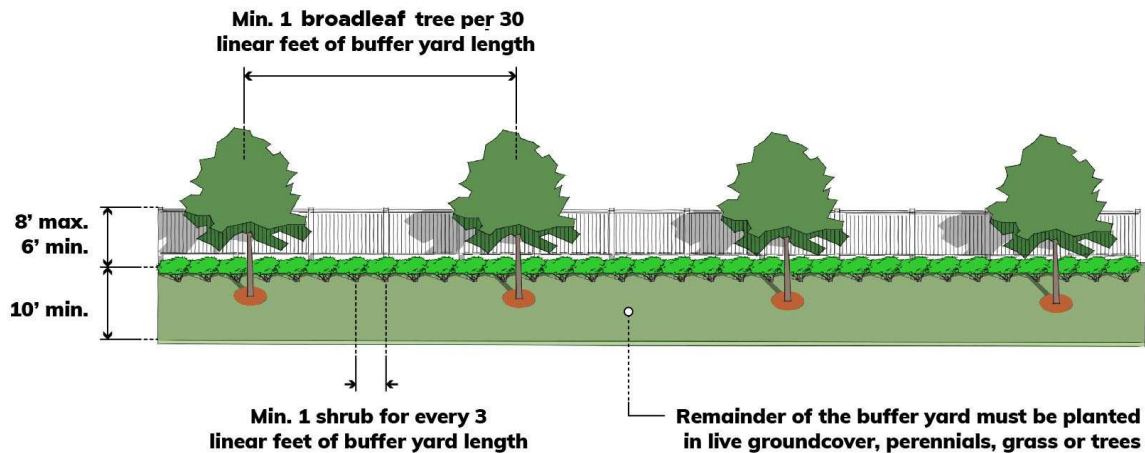
1. Interior side setback buffer yards are required in the following situations:
 - a. Where a multi-family dwelling abuts a single-family, two-family, or townhouse dwelling.
 - b. Where a nonresidential use is located within a residential district. This does not include parks/playgrounds.
 - c. Where a nonresidential district abuts a residential district. This does not include the INST-PR District or parks/playgrounds.

2. The minimum size and improvement of interior side setback buffer yards is as follows:
 - a. The buffer yard must be a minimum of ten feet in width.
 - b. A solid fence or wall a minimum of six feet and a maximum of eight feet in height must be erected along 100% of the yard length.
 - c. One broadleaf tree is required for every 30 linear feet of buffer yard length. As part of the landscape plan approval, trees may be spaced at various intervals based on specific site requirements, but the total number of trees planted must be no less than one per 30 linear feet of buffer yard length.
 - d. One shrub must be planted for every three linear feet of landscape area, spaced linearly. As part of the landscape plan approval, shrubs may be spaced at various intervals based on specific site requirements, but the total number of shrubs planted must be no less than one per three linear feet of buffer yard length.
 - e. The remainder of the buffer yard must be planted in live groundcover, perennials, grass, or trees.

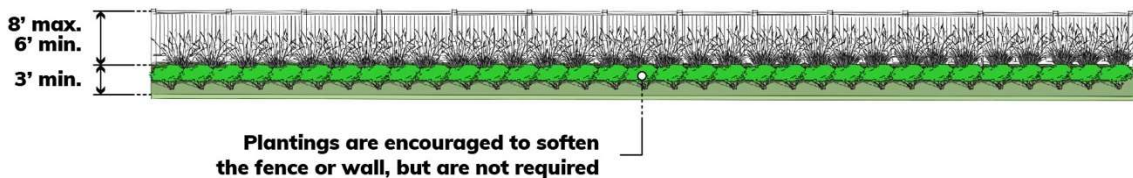
B. Rear Setback Buffer Yards

1. Rear setback buffer yards are required in the following situations:
 - a. Where a multi-family dwelling abuts a single-family, two-family, or townhouse dwelling.
 - b. Where a nonresidential use is located within a residential district. This does not include parks/playgrounds.
 - c. Where a nonresidential district abuts a residential district. This does not include the INST-PR District or parks/playgrounds.
2. The rear setback buffer yard for lots of more than 90 feet of lot depth are must meet the following buffer yard requirements:
 - a. A buffer yard must be a minimum of ten feet in width.
 - b. One broadleaf tree is required for every 30 linear feet of buffer yard length. As part of the landscape plan approval, trees may be spaced at various intervals based on specific site requirements, but the total number of trees planted must be no less than one per 30 linear feet of buffer yard length.
 - c. A solid fence or wall a minimum of six feet and a maximum of eight feet in height must be erected along 100% of the yard length.
 - d. One shrub, which must reach a minimum of three feet in height at maturity, must be planted for every three linear feet of landscape area, spaced linearly. As part of the landscape plan approval, shrubs may be spaced at various intervals based on specific site requirements, but the total number of shrubs planted must be no less than one per three linear feet of buffer yard length.
 - e. The remainder of the buffer yard must be planted in live groundcover, perennials, grass, or trees.
3. The rear buffer yard for lots of 90 feet or less of lot depth are required to provide a solid fence or wall a minimum of six feet and a maximum of eight feet in height, erected along 100% of the rear setback buffer yard length and located at the rear lot line. The rear buffer yard must be three feet in depth. Plantings are encouraged to soften the effect of the fence or wall, but are not required.

BUFFER YARD



REAR BUFFER YARD EXCEPTION - LOTS 90 FEET OR LESS IN DEPTH



11.8 STREET TREES AND ON-SITE TREES

A. Purpose

In order to preserve and expand the urban forest, broadleaf trees are required to be planted both on-site and/or in the tree belt of rights-of-way. Table 11-B: Required Broadleaf Tree Planting lists the requirements for each district. Existing trees in the tree belt are counted toward this required minimum number.

B. Applicability

This section and Table 11-B: Required Broadleaf Tree Planting applies only to new construction as of the effective date of this Ordinance.

C. Requirements

1. Single-family, single-family - attached, and two-family dwellings may be exempt from required tree belt plantings with the permission of the Department of Public Works.
2. All trees planted within the tree belt and anywhere within the right-of-way require approval of the Department of Public Works. All plantings in the tree belt must follow Department of Public Works standards. When planting within the tree belt, all invasive species ranked high or very high by New York State must be removed.
3. No trees planted may interfere with pedestrian, bicycle, or vehicle traffic.
4. All trees within the tree belt must be spaced a minimum of 30 feet apart.
5. On-site trees must be planted by the applicant for new construction. Once the individual lots are sold, the trees are the responsibility of the property owner if the property owner is not the applicant. Trees planted within

the tree belt and right-of-way become Department of Public Works property and responsibility. Maintenance requests for trees planted within the tree belt and right-of-way can be submitted to the Department of Public Works.

6. Required on-site trees are in addition to any trees required by landscaping regulations of this Article.

TABLE 11-B: REQUIRED BROADLEAF TREE PLANTING		
District	On-Site Trees	Trees in Tree Belt per Linear Foot of Lot Frontage Abutting the Tree Belt
Residential Subdivision	None	1 per 40' linear feet along public or private streets
RR	None	1 per 40' linear feet
SR	None	1 per 40' linear feet
UR-1	None	1 per 40' linear feet
UR-2	None	1 per 40' linear feet
UR-3	None	1 per 40' linear feet
UR-4	None	1 per 40' linear feet
R-MHP	None	1 per 40' linear feet
NCU	None	1 per 40' linear feet
AC	None	1 per 40' linear feet
UN	None	1 per 40' linear feet
NC	None	1 per 40' linear feet
UC	None	1 per 40' linear feet
OMB	2 per acre of site	1 per 40' linear feet
WRB	2 per acre of site	1 per 40' linear feet
GC-U	None	1 per 40' linear feet
GC-R	2 per acre of site	1 per 40' linear feet
INST-ED	2 per acre of site	1 per 40' linear feet
INST-HTR	2 per acre of site	None
INST-MP	2 per acre of site	1 per 40' linear feet
INST-PR	None	None
IND-L	2 per acre of site	1 per 40' linear feet
IND-G	2 per acre of site	1 per 40' linear feet
IND-X	None	None

11.9 TREE PRESERVATION

A. Intent

Existing significant trees should be preserved to the maximum extent feasible. Where preservation is not feasible, trees that are removed should be replaced on-site with comparative native trees that will provide the same benefit in accordance with this section.

B. Applicability

1. These standards apply to all multi-family dwelling, nonresidential, and mixed-use developments.
2. The tree preservation requirements of this section apply only to on-site trees. It does not apply to trees within the tree belt or right-of-way.
3. Trees that are dead or dying as certified by a qualified arborist, or are a species deemed to be undesirable by the City, or are found to be a threat to public safety are exempt from these provisions..

C. Site Plan Review: Tree Survey or Plan Requirement

As part of site plan review, a tree survey depicting the species, size, location, and condition of any existing significant trees on the site by a land surveyor or registered arborist is required, including a preservation and replacement plan to demonstrate compliance with these standards. An applicant may use an aerial survey to estimate canopy coverage of the site, including the use of randomly selected sample plots within the survey area, to determine typical canopy coverage. The aerial survey may include species for the area covered by the aerial survey.

D. Landscape Credit

Existing significant trees preserved on a site that are of good health are credited towards fulfillment of the landscape requirements of this Ordinance with the exception of required parking lot islands. Every significant tree that is preserved within a required landscape area is credited as two required trees. A tree may only be credited once.

E. Permitted Tree Removal

1. As part of landscape plan approval, the Planning Board may permit removal of significant trees. Removal of a significant tree or trees must be indicated on the landscape plan, which must also indicate the replacement planting plan. As part of the landscape plan submittal, a certified arborist must certify the reasons for the removal of the tree.
2. When removal is requested and no landscape plan is required, the Chair of the Planning Board, in consultation with Planning Department staff, has the authority to grant permission to remove a significant tree. In order to receive permission to remove a significant tree, the Chair and staff may consider the following factors among others:
 - a. The tree poses a hazard. In order to verify that a hazard exists, the Chair may require a tree hazard assessment to be performed by a qualified arborist.
 - b. The tree is planted too close to an existing structure, such that it is either damaging or has the clear potential to damage the structure.
 - c. The roots of the tree are causing irreparable damage to paved areas or sewer and plumbing lines.
 - d. The tree has an incurable disease or pest infestation that cannot be eliminated. The Chair may require this condition to be verified by a qualified arborist.
 - e. The tree has been damaged to the point that it cannot recover and grow properly, or it will grow in a misshapen or unsightly manner.
 - f. The removal of the tree is necessary to carry out construction in compliance with approved plans.
 - g. The tree is an invasive species ranked by New York State from high to very high.

F. Tree Replacement or Mitigation

1. If a significant tree is removed according to an approved landscape plan in accordance with this section, or is removed or damaged during clearing, grading, or construction, the applicant must replace the removed or damaged trees. If a replacement planting plan is not already approved as part of the landscape plan, a replacement planting plan must be approved by the Planning Board or the Chair of the Planning Board in consultation with Planning Department staff.
2. The Planning Board or the Chair of the Planning Board in consultation with Planning Department staff may allow trees to be replaced with other types of landscape if one or more of the following conditions are met:
 - a. There is no suitable location on the property for a replacement tree, and there is not available canopy space and/or additional soil volume to support additional trees.
 - b. If a replacement tree would be out of character in conjunction with an approved landscape plan.

G. Construction Protection

The following standards must be must be detailed in the plan set and followed during construction to protect significant trees:

1. During construction all standards from the following must be implemented and followed to protect significant trees:
 - a. ANSI A300 (Part 5)-2012: Management of Trees and Shrubs During Site Planning, Site Development, and Construction, most current edition.
 - b. International Society of Arboriculture - Best Management Practices (BMP) - Managing Trees During Construction, most current edition.
2. During construction, the applicant must prevent the cleaning of equipment or material or the storage and disposal of waste material, such as paints, oils, solvents, asphalt, concrete, motor oil, or any other material, potentially harmful to the tree within the required protection zone of any protected tree. Nothing within this section is interpreted as an authorization to ignore or violate applicable federal or state hazardous waste laws.
3. Trees located on public property, including the tree belt, must be protected and may not be cut, damaged, or removed without first obtaining approval from the Department of Public Works.

H. Clear-Cutting of Forest Prohibited

Clear-cutting, which is the felling and removal of all trees or nearly all trees from a given tract of land, is prohibited unless specifically permitted by the Planning Board and a land disturbance activity permit is issued per Section 13.7.

Article 12. Signs

- 12.1 PURPOSE
- 12.2 GENERAL STANDARDS
- 12.3 DISTRICT AND PLANNED UNIT DEVELOPMENT SPECIFIC STANDARDS
- 12.4 ILLUMINATION
- 12.5 PROHIBITED SIGNS
- 12.6 EXEMPT SIGNS AND ACTIVITY
- 12.7 SIGN PERMIT REQUIRED
- 12.8 CLASSIC SIGNS

12.1 PURPOSE

The purpose of this Article is to establish a comprehensive system of sign controls regarding the construction, installation, and maintenance of signs that will:

- A. Promote and protect the health, safety, and welfare of the City by ensuring the compatibility of signs with surrounding structures and land uses.
- B. Create a more attractive business and economic climate by enhancing and protecting the orderly and effective display of signs, and discourage sign clutter.
- C. Protect the public from hazardous conditions that may result from the indiscriminate use and placement of signs, structurally unsafe signs, signs that obscure the vision of pedestrians or motorists, and signs that compete or conflict with necessary traffic signals, government signs, and warning signs.

12.2 GENERAL STANDARDS

All signs constructed, erected, modified, or altered must comply with the following standards.

A. Exceptions

All signs constructed, erected, modified, or altered must comply with the standards of this Article, whether such signs do or do not require a sign permit, with the exceptions listed in this section. The following signs are not regulated by this Ordinance:

- 1. Signs within a building or enclosed space within a development that are not visible from a public right-of-way.
- 2. Signs installed by federal, state, or local governments.
- 3. Logos and labels located on mechanical equipment, recycling bins, trash containers, and similar equipment, which are part of the equipment as manufactured and/or installed.
- 4. Flags of nations, states, and cities, or fraternal, religious, and civic organizations.

B. Location Restrictions

- 1. No sign may be erected in a location that violates the building code, fire code, and other applicable City codes or ordinances.
- 2. No sign is permitted within 150 feet of a signalized or within 50 feet of an un-signalized street intersection, as measured along the back of curb or edge of roadway pavement, as applicable.
- 3. No sign is permitted within ten feet of an intersection of a street and a driveway as measured along the back of curb or edge of roadway pavement, as applicable, or along the driveway edge.
- 4. Only signs that have been placed by or authorized by federal, state, or the City may be installed on public property. Any sign installed on public property, including rights-of-way, without prior authorization, will be removed by the City without notice and may be disposed of.

5. No permanent sign may be erected on private property without the consent of the property owner or his/her authorized agent. Any sign installed on private property without authorization may be removed by the property owner without notice and may be disposed of.

6. No sign may be erected in a manner that obstructs access to any ingress or egress, fire escapes, fire hydrants, fire department connections, or standpipes and similar fire safety connections.

C. Encroachment into Right-of-Way

For a sign to permissibly extend into a public right-of-way, prior review and approval by the Commissioner of Public Works, after consultation with the Department of Public Safety, is required. Adherence to the design standards included in this Article does not imply approval of an encroachment.

D. Tree Protection

Sign placement, including projections from a building facade, must protect all trees. Existing trees may not be removed or significantly trimmed in order to install a sign or create more visibility for a sign.

E. Audio Components

Audio components are prohibited as part of any sign, except for the following:

1. Drive-through sign: For drive-through signs, the audio component is limited to communication between the customer and service window.
2. Signs owned and/or operated by a government agency.

F. Construction Standards

1. Supports and braces must either be designed as an integral part of the overall sign or obscured from public view to the extent feasible.
2. All signs attached to a building must be installed and maintained so that wall penetrations are watertight and the structure does not exceed allowable stresses of supporting materials.
3. All signs must be designed and constructed in compliance with the building code, electrical code, and all other applicable codes and ordinances.
4. Glass comprising any part of a sign must be safety glass.
5. All letters, figures, characters, or representations in cut-out or irregular form, maintained in conjunction with, attached to, or superimposed upon any sign must be safely and securely built into or attached to the sign structure.
6. All electrical fixtures, devices, circuits, conduits, raceways, or similar features must be installed and maintained in compliance with the current City electrical code.
7. Conduits, raceways, and other components of a sign illumination system must be designed as an integral part of the overall sign structure and obscured from public view to the extent technically feasible.

G. Permitted Materials for Signs

1. Permanent sign structures must be constructed of brick, wood or simulated wood, stone, concrete, metal, plastic, or high-density urethane (HDU) foam board or similar durable foam construction.
2. Awning, canopy, and banners must be constructed of durable weather resistant material such as canvas, nylon, or vinyl-coated fabric. Such material must be mounted within a frame so that they are held taut between all support posts. In the case of banners, all ties must be secured so that the banner is held taut.
3. Reflective materials that create glare, either from sign illumination or from outside sources such as street lights or vehicle headlights, are prohibited.

H. Required Maintenance

1. All signs must be kept in a safe and well-maintained condition and appearance, and must be repainted or otherwise maintained by the property owner or business owner to prevent corrosion or deterioration caused by the weather, age, or any other condition.
2. All signs must be maintained to prevent any kind of safety hazard, including faulty or deteriorated sign structures, a fire hazard, or an electrical shock hazard.
3. All unused sign hardware or wiring must be removed.
4. No sign frame may remain unfilled or allow any internal part or element of the sign structure to be visible.
5. If a sign is maintained in an unsafe or unsecured condition, it must be removed or the condition corrected. If the sign is not removed or the condition is not corrected within the required time period, the City may enforce this order through permitted enforcement procedures.
6. The City may remove any sign that is an immediate public peril to persons or property summarily and without notice. The owner of such sign is responsible for all costs of removal.
7. Where possible by the design of a sign structure, a permanent sign that becomes obsolete after the associated activity or use is discontinued or abandoned must remove all sign copy from the sign structure and the panels must be removed and replaced with a blank panel. This requirement is not satisfied by reversing (i.e., turning such copy so that it faces inward), painting over, covering with vinyl or other fabric, or other means of obfuscating such copy.
8. The following maintenance activities are exempt from requiring a sign permit. All other maintenance and alterations to a sign require a permit.
 - a. Painting, cleaning, or other normal maintenance and repair of a sign. This does not include any structural changes or any changes in the electrical components of the sign, including the removal or replacement of electrical components. Any activity that increases the sign area, sign height, or any sign dimension, or moves the location of a sign, requires a sign permit. The changing of a sign face requires a sign permit.
 - b. Changing the copy of a changeable message sign.

12.3 DISTRICT AND PLANNED UNIT DEVELOPMENT SPECIFIC STANDARDS

A. Architectural Review and Historic Review Overlay Districts

Signs within the Architectural Review or Historic Review Overlay Districts are subject to review by the Design Review Board. Prior to issuance of a sign permit in the Historic Review and Architectural Review Overlay Districts, the Design Review Board will review all signs within the context of its visual and physical environment. Consideration will be given, but not limited to the following elements:

1. Size, bulk and mass
2. Texture, materials and colors
3. Lighting and illumination
4. Orientation and elevation
5. General and specific location
6. Proximity to streets, highways and mass transit routes
7. Design including size and character of lettering, logos, and related contents
8. Background or field including the skyline
9. Character and design of sign structure

B. Historic Review Overlay District, and the NC and UC Districts

1. Signs within the Historic Review Overlay District must be installed in a manner that does not permanently damage the historic quality of the structure.
2. Exposed neon tube, and the like, is prohibited.
3. Signs with internally-illuminated, translucent individual letters ("channel lighted") are prohibited. However, back-lighted opaque letters are permitted provided the light source is concealed by the letter and light is reflected off the rear surface of the letter ("halo lighted").
4. Sign lettering or logos cannot exceed 18 inches in height.
5. Exterior mounted transformer boxes for electric wall signs are prohibited in the Historic Review Overlay District, and the NC and UC Districts.

C. Planned Unit Developments

Where the ordinance adopting the planned unit development contains standards for signs, such provisions control. When the ordinance adopting the planned unit development does not provide sign standards, the following standards apply:

1. For residential uses, the sign standards of this Article for residential uses or districts, as applicable, apply.
2. For nonresidential uses, the sign standards of this Article for commercial mixed-use districts apply.
3. All other provisions of this Article including but not limited to, prohibited signs, exempt signs, illumination, etc., apply unless specifically modified by the ordinance adopting the planned unit development.

12.4 ILLUMINATION

- A. Any sign illumination, including gooseneck reflectors, external illumination, and internal illumination, must be designed, located, shielded, and directed to prevent the casting of glare or direct light upon roadways and surrounding properties, and prevent the distraction of motor vehicle operators or pedestrians in the public right-of-way.
- B. The sign face of internally illuminated signs must function as a filter to diffuse illumination. The sign face must cover all internal illumination components so that no exposed bulbs are visible.
- C. All external illumination of a sign must concentrate the illumination upon the printed area of the sign face.
- D. The use of bare bulbs as external illumination is prohibited.
- E. The maximum allowable foot-candle at the lot line is one foot-candle unless such signs are allowed to extend over the lot line, where the maximum of one foot-candle is measured at the back of curb or edge of pavement.
- F. In accordance with Section 9.4, the correlated color temperature of all signage lighting sources must be at or below 3000 degrees kelvin.

12.5 PROHIBITED SIGNS

All signs not expressly permitted by this Ordinance are prohibited. In addition, the following sign types are specifically prohibited.

- A. Banners wrapped around a permanent sign structure, such as a freestanding sign or projecting sign.
- B. Balloon signs. Inflatable advertising displays designed to inflate or move by use of a fan or blower are considered a balloon sign.
- C. Electronic message signs and video display screens.
- D. Feather Flags/Sails.

- E.** Flashing signs.
- F.** Gas station pump video screens.
- G.** Light pole banners.
- H.** Marquee.
- I.** Moving signs, including any sign that rotates, revolves, or has any visible moving part, or any sign that gives the appearance of movement, including signs designed to be moved by wind or other natural elements. This excludes analog clocks up to 24 square feet in area and barber poles.
- J.** Off-premise commercial signs – permanent. Also known as billboards.
- K.** Off-premise commercial signs – temporary.
- L.** Portable signs, including portable reader board signs.
- M.** Roof signs.
- N.** Strobe lights, moving or fixed spotlights, floodlights/searchlights.
- O.** Signs that constitute a traffic hazard, including signs that:
 - 1.** Interfere with, obstruct the view of, or may be confused with any authorized traffic sign, signal, or device because of its position, shape, or color, including signs illuminated in red, green, or amber color designed to resemble a traffic signal.
 - 2.** May be confused with any public safety lighting, including signs illuminated in red and blue colors.
 - 3.** Mislead, interfere with, or confuse traffic.
- P.** Vehicle signs. Signs placed, mounted, installed, or painted on a vehicle for the primary purpose of attracting attention to an occupant's presence within a building at which the vehicle is being parked. This prohibition does not include signs painted on or applied to vehicles, trucks, or buses that are being operated and stored in the normal course of business, such as signs located on delivery trucks, moving vans, and rental trucks, provided that the primary purpose of such vehicles is not the display of such sign, and that they are properly parked or stored in areas related to their use as vehicles and all such vehicles are in operable condition. This does not include vehicle for-sale signs.

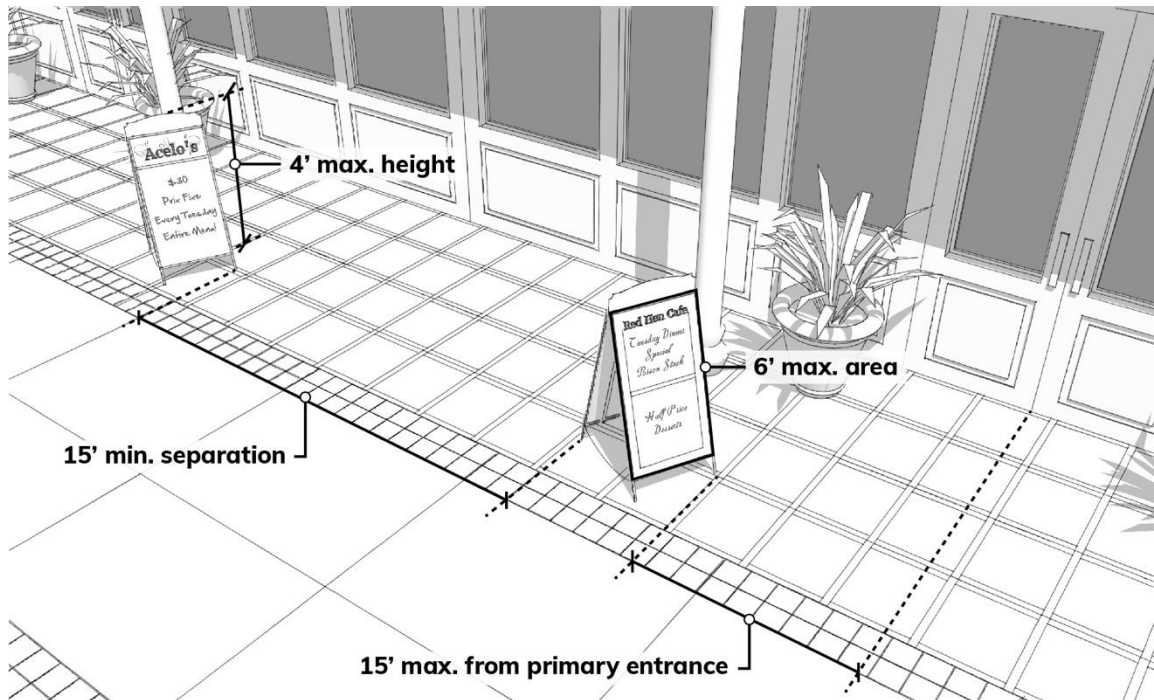
12.6 EXEMPT SIGNS AND ACTIVITY

A. A-Frame Sign

- 1.** A-frame signs are permitted for nonresidential uses on Broadway between Van Dam Street and the Avenue of the Pines and within the AC District.
- 2.** A-frame signs placed in the sidewalk or tree belt require approval from the Commissioner of Public Works in accordance with Article 203-10 of the City Code.
- 3.** One A-frame sign is permitted per establishment, including one for each tenant in a multi-tenant development. A minimum 15 foot separation is required between all A-frame signs.
- 4.** An A-frame sign must be placed within 15 feet of the primary entrance of the business, and must not interfere with pedestrian traffic or violate standards of accessibility as required by the ADA or other accessibility codes.
- 5.** A-frame signs are limited to six square feet in area per side and four feet in height.
- 6.** A-frame signs may be placed outdoors only during business hours. A-frame signs must be stored indoors at all other times.

7. A-frame signs must not be used outdoors when high winds, heavy rain, snow, or other weather conditions exist.
8. Illumination of A-frame signs is prohibited.
9. No A-frame sign may have any type of electronic component.

A-FRAME SIGN



B. Agricultural Activity Temporary Sign

1. Temporary signs are permitted on property in agricultural use in all districts where products are sold in conjunction with the agricultural use.
2. Only ground-mounted signs are permitted and must be located five feet from any lot line.
3. Signs cannot exceed 24 square feet in area and five feet in height.
4. Only one sign is permitted per street frontage.
5. Signs shall be removed within seven days of the termination of sale activities.

C. Construction Activity Sign

1. New Construction, Building Expansion, Exterior Renovation, and Site Element Reconstruction

On a lot where active new construction, building expansion activity, exterior renovation, or site element reconstruction, such as reconstruction of a parking lot is taking place, one temporary sign is permitted per each street frontage. Such temporary signs are subject to the following:

- a. Such temporary signs are permitted in all districts on sites with active construction projects.
- b. Such temporary signs may be installed only after approval of a building permit for such activity. Signs must be removed once construction is complete or the building permit expires, whichever occurs first.
- c. Such temporary signs may be constructed as either freestanding signs, wall signs, or installed on fences, and subject to the following:

- i. Signs are limited to 32 square feet in area.
 - ii. Freestanding signs are limited to six feet in height
 - iii. Freestanding signs must be located a minimum of five feet from any lot line.
 - iv. Signs may not be illuminated.
- d. In lieu of a freestanding sign, wall sign, or sign installed on a fence, a wrap sign may be used to wrap the fence or the structure under construction. A wrap sign requires review and approval by the Design Review Board prior to installation. Such wrap sign must be made of mesh or similar material that is not completely opaque. There is no maximum square footage limitation.

2. On-Site Renovation for Existing Structures or Site Improvement Activity

On a developed lot where active renovation to an existing structure or site improvement to the grounds, such as landscaping, is taking place to improve the structure or grounds, a temporary sign is permitted subject to the following.

- a. Such signs are permitted in all districts on all sites with such activity.
- b. One sign is permitted per street frontage.
- c. Signs may be constructed as either freestanding signs, wall signs, or a sign installed on a fence. Freestanding signs must be located ten feet from any lot line.
- d. Signs are limited to ten square feet in area and five feet in height.
- e. Signs may not be illuminated.
- f. Signs may be installed only after approval of a building permit for such activity or when activity has commenced if no building permit is required and must be removed within 72 hours once the renovation or improvement is complete.

D. Culturally or Historically Significant Sites

- 1. A site or building with cultural or historical significance is permitted a permanent sign. Such signs are permitted in any district.
- 2. Signs on culturally or historically significant sites or buildings may be constructed as either ground or wall signs, subject to the following:
 - a. Signs on culturally or historically significant sites or buildings are limited to six square feet.
 - b. Ground signs are limited to four feet in height and shall be located five feet from any lot line.
 - c. Wall mounted signs shall be placed so as to be an integral part of the structure, cut into stone or masonry, or be a permanently affixed plaque of metal or other durable material.
 - d. Signs may be externally illuminated.
- 3. Signs on culturally or historically significant sites or buildings are limited to one per street frontage.

E. Garage Sale Activity Signs

- 1. Such temporary signs are permitted in all districts on sites where private owners are selling merchandise in a garage sale or auction.
- 2. Such temporary signs are permitted 48 hours before the time of the sale and must be removed within 24 hours of the end of the sale.
- 3. Such temporary signs may be constructed as either freestanding signs, wall signs, or installed on fences. Signs are limited to four square feet in area and freestanding signs are limited to five feet in height.

F. Gas Pump Island Signs

A maximum of one sign mounted on each gas station pump island is permitted and is limited to two square feet in sign area. All such signs must be oriented to face the vehicle fueling.

G. House/Building Numbers

1. Residential and Residential Mixed-Use Districts

The street address, number, and/or name plate identifying residents can be installed as follows:

- a. Mounted on a residence, mailbox, or lamp post.
- b. A maximum area of 1.5 square feet.
- c. Cannot be illuminated unless installed on lamp post.

2. Nonresidential Districts

The street address and/or number is limited to a maximum area of four square feet on a building, or a maximum 1.5 square feet on a sign or mailbox.

H. Noncommercial Message Temporary Sign Structures

Sign structures used for the expression of noncommercial ideas and messages are permitted in all districts. Examples include but are not limited to signs advocating a public issue, recommending a candidate for public office, alerts, or warnings.

1. Noncommercial message temporary sign structures are permitted in all districts.
2. Noncommercial message temporary sign structures may be ground, wall, and window structures. There is no limit on the number of non-commercial message temporary sign structures permitted; however, there is a maximum total of 32 square feet of sign area allowed from all temporary sign structures on a lot.
3. Ground and wall-mounted sign structures are limited to a maximum of four square feet in area per sign.
4. Window-mounted sign structure area must meet the coverage limitations of window signs. If no coverage is specified for the district or use, the limitation is 30% of the window area.
5. Ground-mounted temporary sign structures must be located at least five feet from any right-of-way line.
6. Noncommercial message temporary sign structure posted on private property must have the permission of the property owner.
7. Noncommercial message temporary sign structures may not be illuminated.
8. Noncommercial message temporary sign structures cannot be used for on-premise or off-premise advertising.

I. Parking Lot and Parking Structure Circulation Points

1. Parking lots and structures in all districts are permitted permanent signs at parking lot or structure circulation points in accordance with this section, whether such parking lots or structures are a principal or ancillary use. Such signs cannot be used for off-premise advertising.
2. Circulation points include, but are not limited to, entrances/exits, driveway intersections, drive-through lanes, fire zones, and parking lot drive aisles.
3. Signs for parking lot and structure circulation points may be internally or externally illuminated.
4. Signs are limited to four square feet in area and four feet in height.
5. A ground sign must be five feet from any right-of-way line.

J. Real Estate Activity

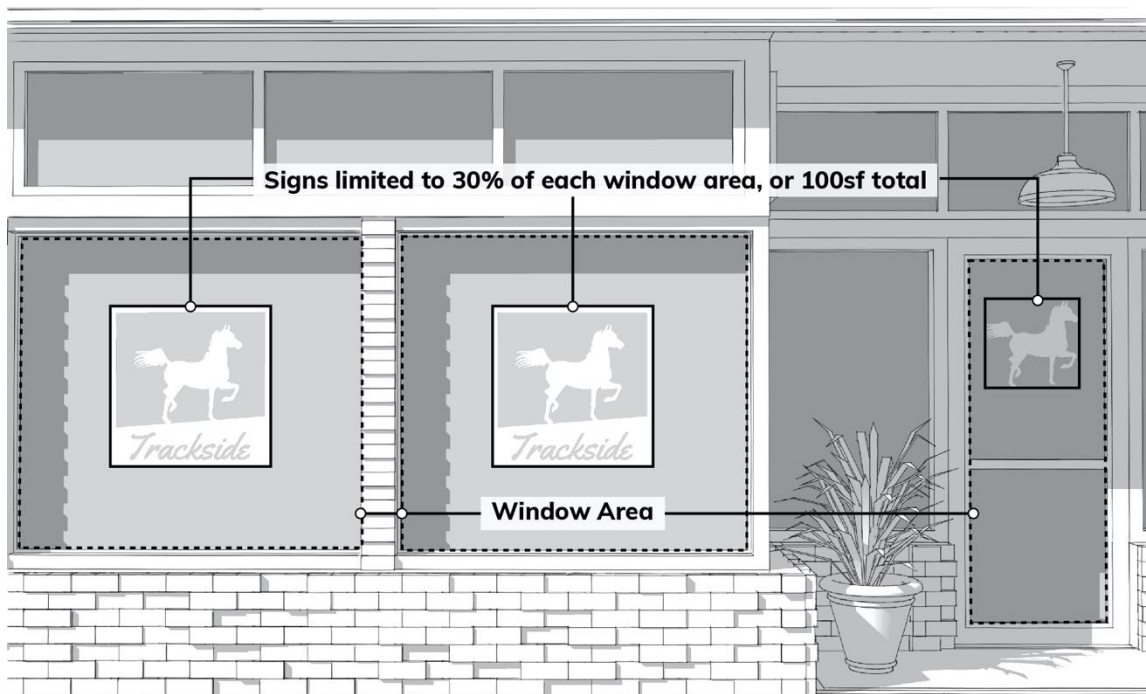
When a structure or lot is offered for sale, lease, or rent, such lot is permitted an additional temporary sign as follows:

1. Such signs are permitted in all districts. Signs must be located on the site of the property for sale, lease, or rent or the new subdivision.
2. Signs are limited to one per street frontage, with the exception of new residential subdivisions which are limited to one sign. Signs may not be located in the right-of-way or block corner visibility at an intersection.
3. Signs may be constructed as either freestanding, wall, or window signs, with the exception of new residential subdivisions which must be freestanding.
4. Signs are limited to the following maximum sign areas:
 - a. Residential and Residential Mixed-Use Districts: Four square feet
 - b. Nonresidential Districts (excluding Industrial Districts): 20 square feet
 - c. Industrial Districts: 40 square feet
 - d. New Residential Subdivision (any district): 40 square feet
5. Freestanding signs are limited to six feet in height and must be located within five feet from any lot line.
6. Such signs may not be illuminated.
7. Signs must be removed within five days of final closing, lease, or rental, with the exception of new residential subdivisions which must be removed within 30 days of the sale of 75% of the lots or units. If such signs are used in conjunction with a promotional activity related to the sale, lease or rent, such signs may be installed 48 hours prior to event and must be removed within 24 hours of the end of the event

K. Window Sign

1. Window signs are permitted for all nonresidential uses in all districts. All permanent window signs require review by the Design Review Board.
2. All window signs, whether temporary or permanent, are limited to no more than 30% of the surface of each window area or 100 square feet, whichever is less. The total of all window signs may not exceed 100 square feet per tenant.
3. Window area is counted as a continuous surface until divided by an architectural or structural element. Mullions or muntins one inch in width or less are not considered an element that divides window area.
4. An illuminated window sign is permitted but limited to a maximum area of six square feet. This is included in the maximum 30% calculation. Such sign cannot flash.
5. Window displays of items sold in the store are not considered window signs.
6. Any illuminated window sign or electronic screen between 2 square feet and 6 square feet in size requires review by the DRB regardless of the need for a sign permit. Each storefront is limited to a maximum of one such sign per storefront regardless of size.

WINDOW SIGN

**12.7 SIGN PERMIT REQUIRED**

This section describes the types of signs allowed with a sign permit. Specific regulations on each sign type may include further restrictions on which districts and/or uses within a district may utilize these sign types.

A. Banner

1. A banner is permitted for nonresidential uses in all districts prior to installation of a permanent sign. A permit for a banner must be submitted as part of the permit for the permanent sign.
2. Banners are allowed prior to the opening day of a use. Banners must be removed 30 days from opening day or when a permanent sign is installed, whichever comes first.
3. One banner is permitted per business, including one for each tenant in a multi-tenant development.
4. Banners are limited to a maximum area of 32 square feet or the size of the permanent sign to be installed, whichever is less.
5. Banners must be securely attached to a building wall. No banner may extend above the first floor of a building.



B. Building-Mounted Signs

1. General Regulations

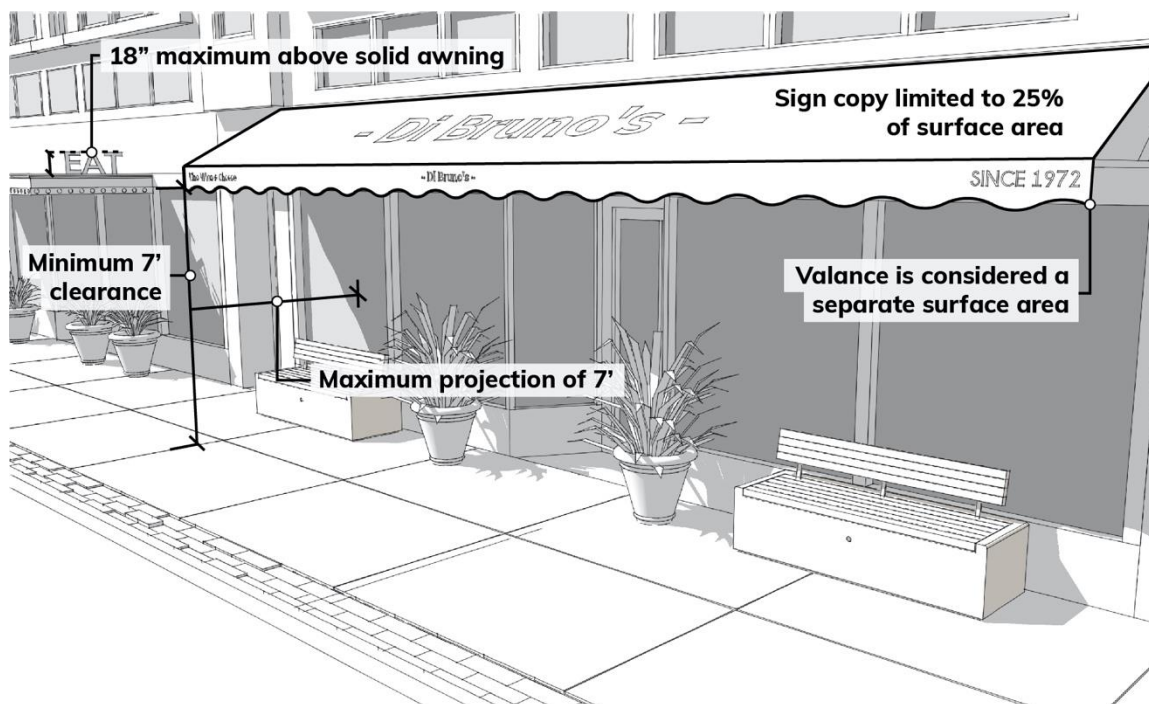
- a. The following are building-mounted signs: permanent awning signs, blade signs, canopy sign, standard wall signs, painted wall signs, and projected wall signs.
- b. Each structure is permitted one building-mounted sign per facade. However, when a facade exceeds 100 feet or more in linear feet, one wall sign plus one additional building-mounted sign is permitted.
- c. All building-mounted signs are subject to any restrictions on uses and/or districts permitted to install such signs per the specific sign provisions below.

2. Awning Sign

The following regulations apply to permanent awning signs. Awnings used as an architectural feature (no signage) are not considered an awning sign per this section. The Design Review Board may permit additional seasonal awning signs.

- a. Awning signs are permitted for multi-family dwellings and nonresidential uses in any district.
- b. Awning signs must maintain a minimum vertical clearance of seven feet.
- c. Awning signs may encroach into the public right-of-way if they meet the standards of Section 12.2.C. Awning signs are limited to a maximum projection of seven feet from the facade.
- d. Sign copy on any awning sign surface is limited to 25% of the surface area. A valance is considered a separate surface area.
- e. Solid awnings are permitted individual lettering either attached to and located above the top of the awning or mounted below the edge of the awning to a maximum height of 18 inches. If mounted below the edge of the awning, a vertical clearance of seven feet is required,
- f. Awning signs may be externally illuminated and lighting must be focused on the printed area.
- g. Back-lit awnings are prohibited.

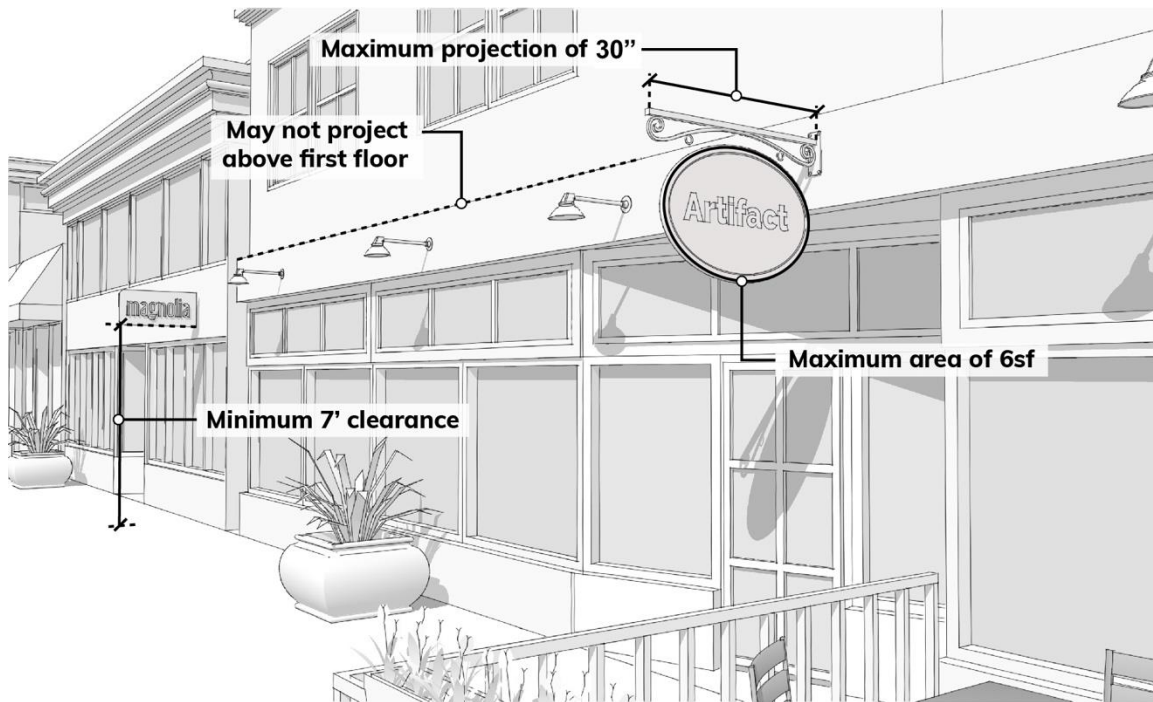
AWNING SIGN



3. Blade Signs

- a. Blade signs are permitted in the residential mixed-use, commercial mixed-use, and commercial districts.
- b. Blade signs are limited to six square feet.
- c. One blade sign is permitted per establishment with frontage on a street, public pathway, or alley. For a corner lot, one blade sign is permitted for each street frontage.
- d. Blade signs may project a maximum of 3 feet 6 inches from the facade.
- e. Blade signs must maintain a minimum vertical clearance of seven feet. No blade sign affixed to a building may project higher than the first floor, including the sign support structure.
- f. Blade signs may be internally or externally illuminated. If externally illuminated, all lighting must be directed onto the sign face from above.
- g. The method of installation of the blade sign must be approved by the Building Inspector.
- h. Blade signs are not permitted to extend into the City right-of-way.

BLADE SIGN

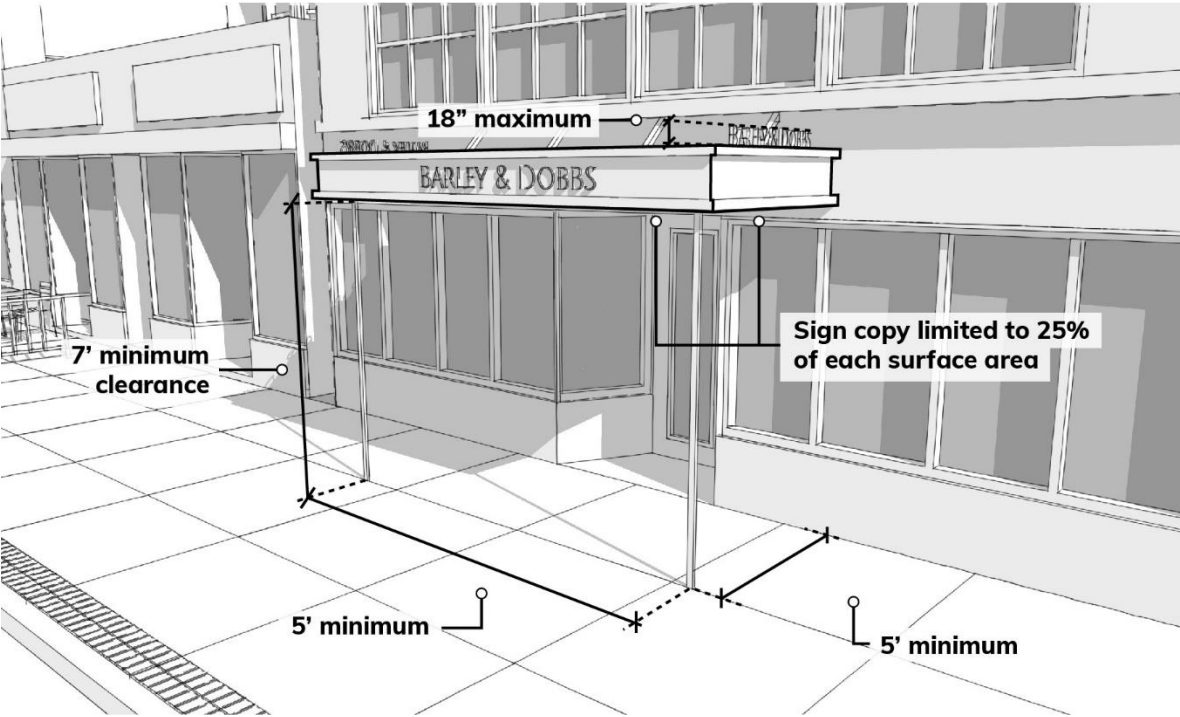
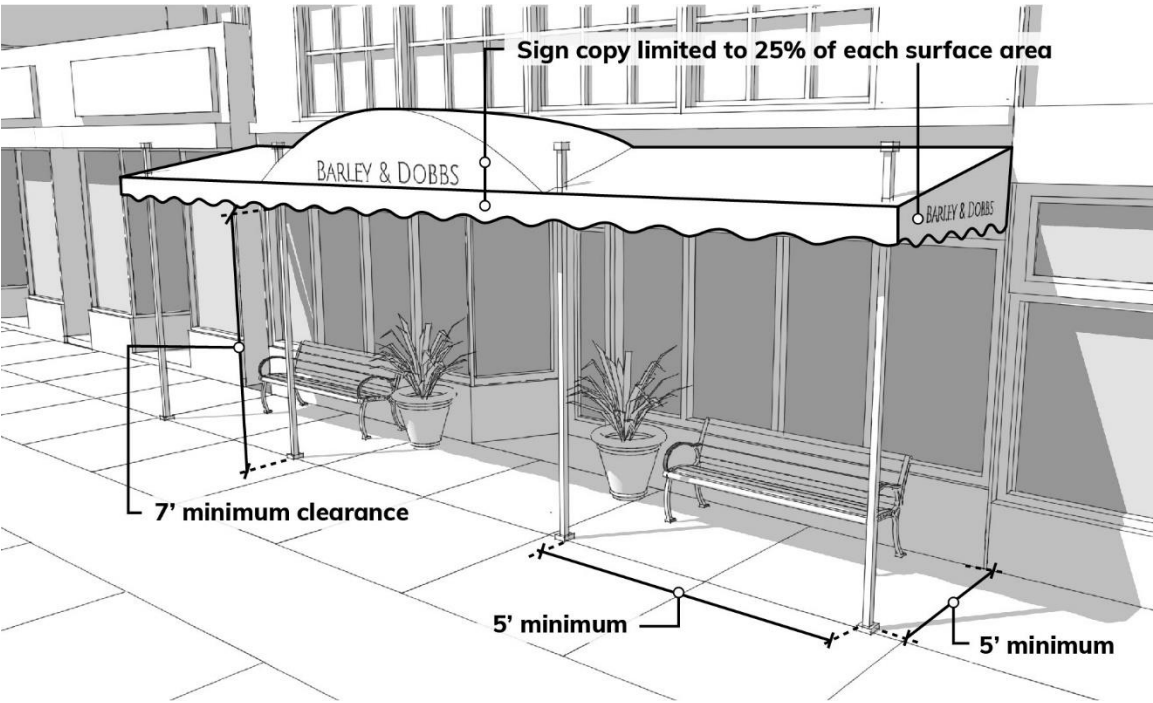


4. Canopy Sign

The following regulations apply to canopy signs. Canopies used as an architectural feature (no signage) are not considered a canopy sign per this section.

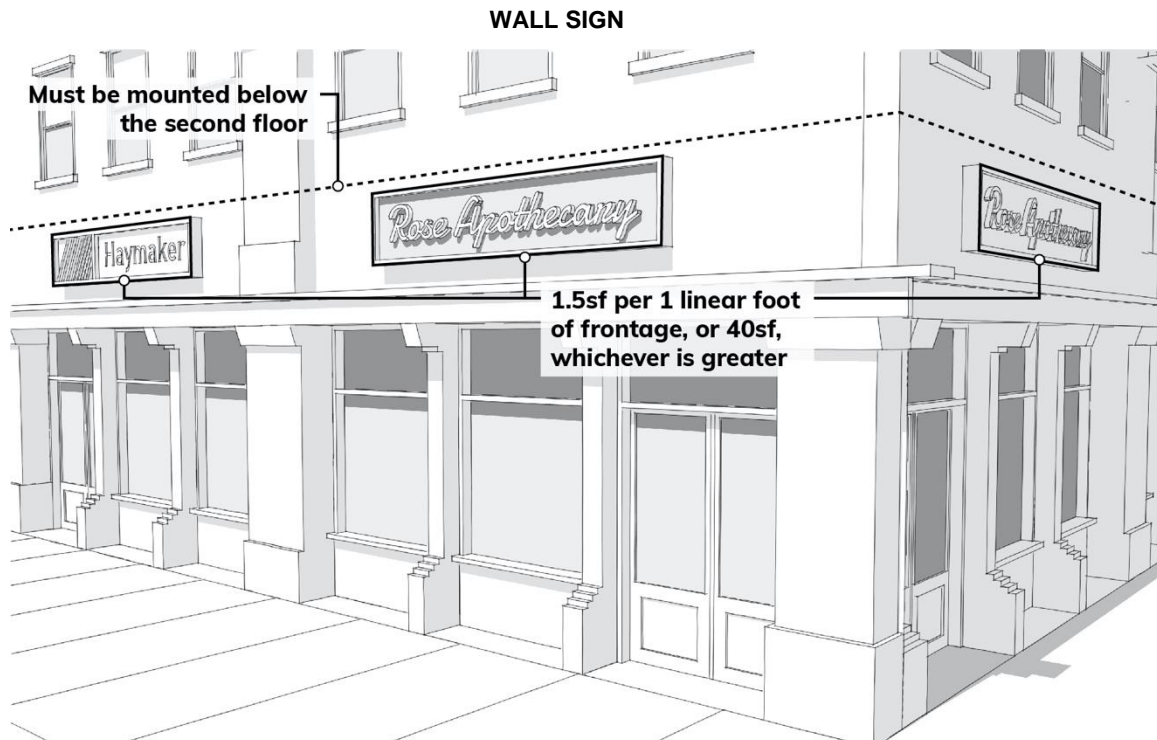
- a. Canopy signs are permitted for multi-family dwellings and nonresidential uses in all districts.
- b. Canopy signs must maintain a minimum vertical clearance of seven feet.
- c. Canopy signs cannot encroach into the public right-of-way. Support posts must maintain a minimum separation of five feet between posts and five feet between the posts and any building wall.
- d. Sign copy on any canopy sign surface is limited to 25% of each surface area.
- e. Non-structural canopy signs may be externally illuminated. Structural canopy signs may be internally or externally illuminated. If externally illuminated, the lighting must be focused on the sign.
- f. Back-lit canopies are prohibited.
- g. Structural canopies are permitted individual lettering either attached to and located above the top of the awning or mounted below the edge of the canopy to a maximum height of 18 inches. If mounted below the edge of the canopy, a vertical clearance of seven feet is required,

CANOPY SIGN



5. Wall Sign - Standard

- a. Standard wall signs are permitted for all nonresidential uses in any district.
- b. Wall signs are permitted on all facades of a structure. On a site consisting of multiple structures, each structure is permitted wall signs per the regulations of this section. The square footage from different structures cannot be combined to create a larger sign on any one structure.
- c. For a single tenant structure, the maximum total wall sign area is 1.5square feet per one linear foot of building wall where the wall sign(s) will be mounted or 40 square feet, whichever is greater. The square footage from different facades cannot be combined to create a larger sign on anyone facade.
- d. For a structure that contains multiple tenants, each tenant that has exterior business facade area is permitted a total wall sign area of 1.5square feet per one linear foot of business frontage or 40 square feet, whichever is greater, along their individual frontage(s).
- e. The number of individual wall signs on a facade is not limited, however the cumulative sign area of all signs on a facade cannot exceed the maximum allowable total wall sign area per facade.
- f. Wall signs may be internally or externally illuminated. If externally illuminated, all light must be directed onto the sign face.
- g. Wall signs must be safely and securely attached to the building wall. Wall signs may project six inches or less from the building wall, unless the sign is an electric wall sign. Electric wall signs may extend a total of 14 inches from the face of the building to accommodate a code-required transformer box but that box cannot extend more than eight inches from the building.
- h. Wall signs must be mounted below the second floor of multi-story buildings. No wall sign affixed to a building, including sign support structure, may project beyond the ends or top of the wall or higher than the roofline of the structure to which it is attached.
- i. On existing buildings, a parapet wall must not be constructed for the sole purpose of increasing the allowable height of a wall sign. For new buildings, when a sign is mounted on a parapet wall, that parapet wall must be consistent with the architectural design of the building, including building materials.



6. Wall Sign - Painted

- a. Painted wall signs are permitted for all nonresidential uses in any district.
- b. Painted wall signs are permitted on each facade of a structure.
- c. Painted wall signs are limited to 50% of the building wall or 200 square feet, whichever is less.
- d. Painted wall signs cannot be painted on or obscure architectural features such as windows, doors, pilasters, or cornices.
- e. Painted wall signs may be externally illuminated. If externally illuminated, all light must be directed onto the sign face.
- f. Painted wall signs cannot project more than 0.25 inches from a building wall.
- g. The property owner, or their authorized representative, is responsible for ensuring that a permitted painted wall sign is maintained in good condition and is repaired in the case of vandalism or accidental destruction.

7. Wall Sign - Projected

- a. Projected wall signs are permitted for all nonresidential uses in any district.
- b. Projected wall signs are limited to 50% of the building wall or 200 square feet, whichever is less.
- c. Projected wall signs must remain static and cannot flash, rotate, or move. No projected wall sign can project an electronic video.
- d. Projected wall signs cannot glare onto adjacent properties.
- e. Projected wall signs cannot be projected past the wall onto which it is projected.
- f. Projected wall signs cannot be projected over any other permanent or temporary sign, which includes painted wall signs.

C. Ground Signs

1. General Regulations

- a. The following are ground signs: freestanding signs and gateway signs.
- b. Each lot is permitted one ground sign per street frontage.
- c. All ground signs are subject to any restrictions on uses and/or districts permitted to install such signs per the specific sign provisions below.

2. Freestanding Signs

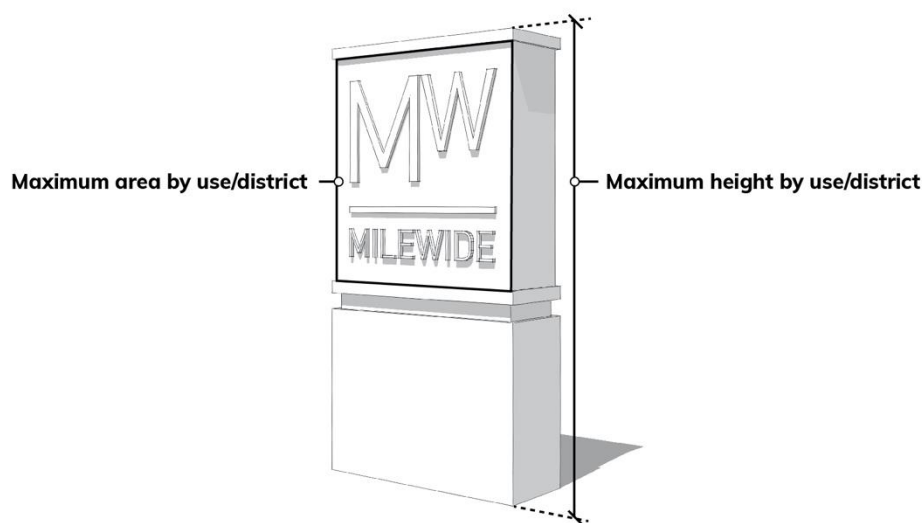
- a. One freestanding sign is permitted per lot.
- b. A freestanding sign must be located a minimum of 50 feet from any other freestanding sign.
- c. A freestanding sign cannot encroach into the right-of-way or extend beyond the lot lines. Freestanding signs cannot encroach into any internal pedestrian walkway or driveway. Freestanding signs must meet all ADA requirements for "Protruding Objects" ICC A117.1 Section 307.
- d. Freestanding signs for nonresidential uses within residential and residential mixed-use districts are limited to a maximum of six square feet in area and six feet in height.

- e. Freestanding signs for a multi-family dwelling in any district are limited to a maximum of six square feet in area and six feet in height.
- f. Freestanding signs for a residential subdivision in any district are limited to a maximum of ten square feet in area and eight feet in height. Such signs may be erected near the principal entrance but not within the public right-of-way and must include provision for permanent maintenance.
- g. Freestanding signs for nonresidential uses within nonresidential districts are limited to the maximum sign areas and sign heights of Table 12-A: Freestanding Signs in Nonresidential Districts:

Table 12-A: Freestanding Signs in Nonresidential Districts		
District	Maximum Height	Maximum Sign Area
Commercial Mixed-Use Districts	8'	12sf
Commercial Districts	12'	32sf
Gateway Districts	8'	12sf
INSTI-ED, -HTR, -MP	12'	32sf
INSTI-PR	8'	12sf
Industrial Districts	12'	32sf

- h. Freestanding signs may be internally or externally illuminated. If externally illuminated, all light must be directed onto the sign face.

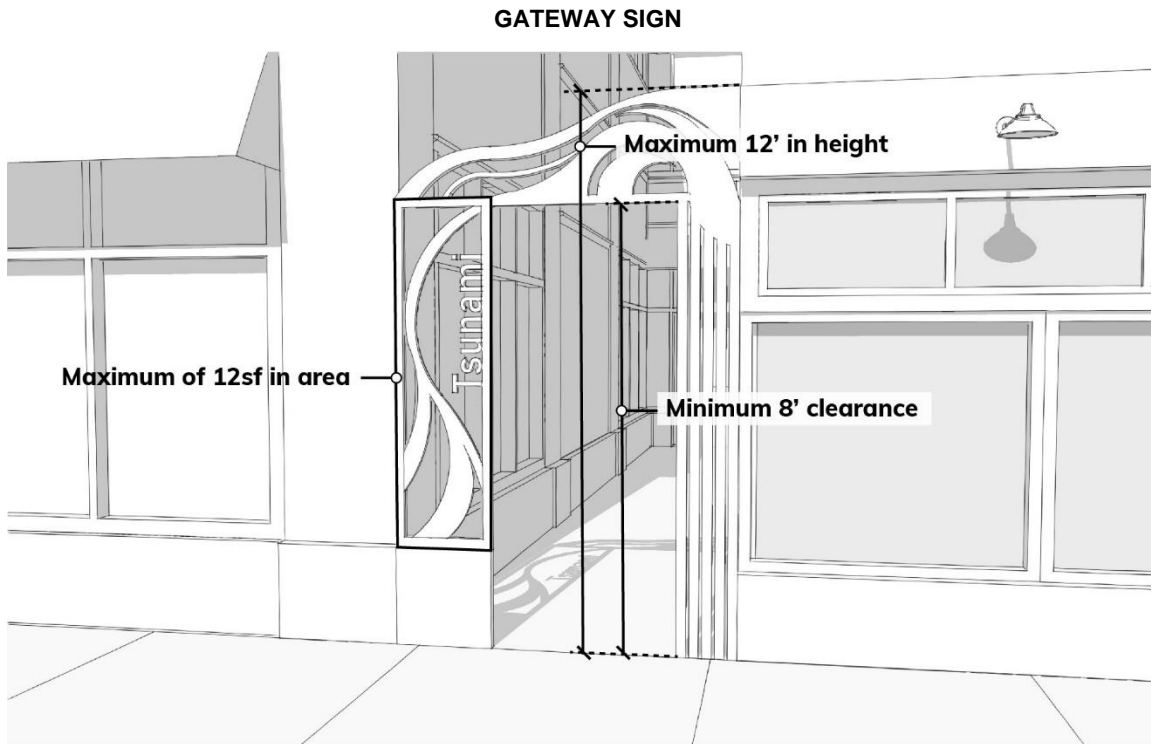
FREESTANDING SIGN



3. Gateway Signs

- a. Gateway signs are permitted in all commercial and mixed-use districts.
- b. One gateway sign is permitted per street frontage. Gateway signs must be located over a main pedestrian entryway.
- c. Gateway signs cannot encroach into the right-of-way or extend beyond the lot lines. Gateway signs are prohibited above driveways or any other vehicle drive aisles.

- d. Gateway signs are limited to a maximum of 12 square feet in area and 12 feet in height. A minimum eight foot vertical clearance is required.
- e. Gateway signs may only be externally illuminated.



D. Multiple Tenant Building Entryway

Multi-family dwellings and nonresidential developments with multiple tenants, are permitted a permanent sign at the entryway subject to the following.

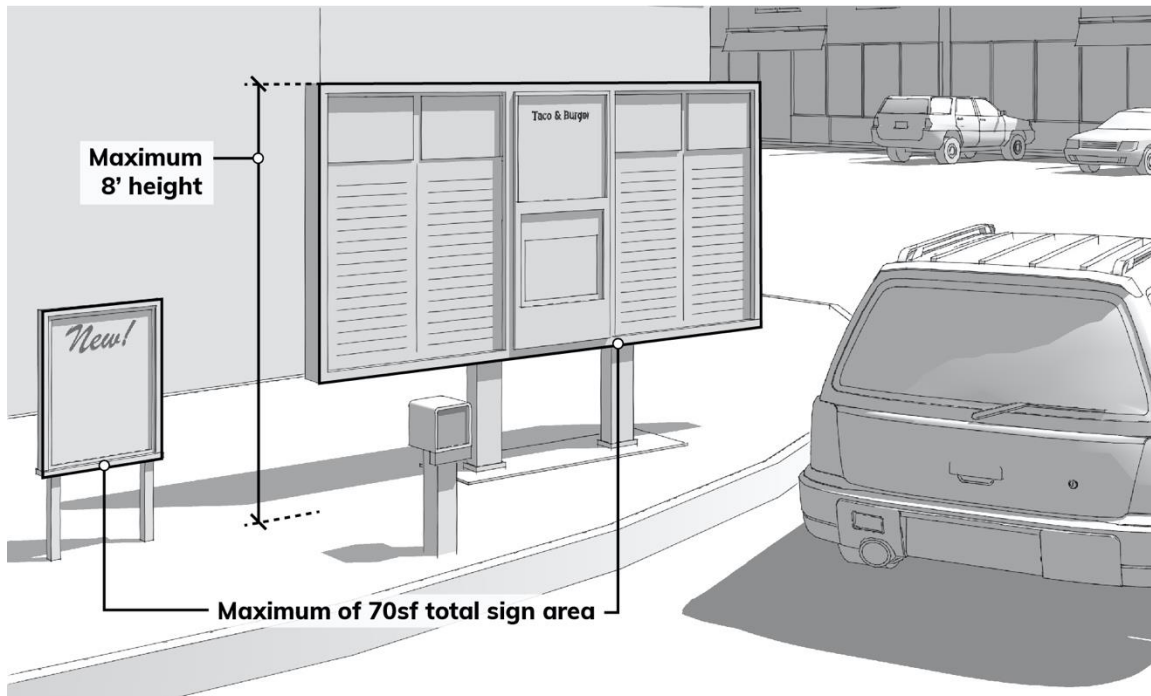
1. Signs may be constructed as either freestanding or wall signs.
2. Signs are limited to six square feet in area.
3. Freestanding signs are limited to five feet in height, and must be located within five feet of the building entry and a minimum of five feet from any lot line.
4. Wall-mounted signs must be installed at the building entryway.
5. Freestanding signs must be installed so that they are primarily viewable at the building entryway.
6. Signs are limited to one per building entry.

E. Drive-Through Sign

1. Drive-through signs are permitted for all drive-through facilities in any district.
2. Drive-through signs are limited to a maximum of two per drive-through lane.
3. Drive-through signs are limited to 70 square feet in sign area and eight feet in height. The drive-through sign may be designed as separate freestanding signs grouped together and may include the use of preview boards designed as separate freestanding signs installed a distance earlier in the drive-through lane, however the total area of all signs must not exceed 70 square feet.

4. Drive-through signs are permitted an additional ten square feet of sign area for temporary signs attached to the top or sides of the drive-through sign.
5. Drive-through signs must be located a minimum of 15 feet from any residential or residential mixed-use district lot line. This is measured from sign face to lot line, including any public right-of-way.
6. Drive-through signs may be internally illuminated. Drive-through signs may also contain an electronic screen for interaction with each customer.

DRIVE-THROUGH SIGNS



12.8 CLASSIC SIGNS

A. Eligibility

1. Any sign owner may apply for designation of an existing sign as a classic sign. Classic signs are exempt from area, setback, height, lighting, movement, flashing, placement, type, content, placement and construction materials requirements of this Ordinance.
2. To qualify for designation as a classic sign, the sign must:
 - a. Be a minimum of 50 years old. This includes a sign that, due to age or damage, was replicated exactly and where together the age of the original sign and the replica is a minimum of 50 years old.
 - b. Possess unique physical design characteristics, such as configuration, design, message, color, texture, etc.
 - c. Be of significance to the City, regardless of the use identified by the sign.
3. A sign designated a classic sign may remain on the premises even if the original use to which the sign relates is no longer located on the premises.
4. No designated classic sign may be converted into a billboard.

B. Application

1. An application for classic sign designation must include plans for sign maintenance, renovation, or possible reconstruction.
2. Application for classic sign status must be made to the Design Review Board. The Design Review Board will schedule a public meeting, where they will either approve or deny the application.
3. The applicant may appeal a decision of the Design Review Board to the City Council within 30 days of notification of the decision.

C. Maintenance

The owner of a classic sign must ensure that the sign is not structurally dangerous, a fire hazard, an electrical shock hazard, or any other kind of hazard. Classic signs may be rebuilt if damaged.

D. Designated Classic Signs

Designated classic signs are deemed to be of special significance in the City and are, therefore, designated classic signs and exempt from the provisions of this Ordinance. The Zoning Officer will keep a record of signs designated classic signs by the Design Review Board.

Article 13. Land Use Board Applications

- 13.1 LAND USE BOARD APPLICATIONS SUMMARY TABLE
- 13.2 APPLICATION
- 13.3 NOTICE
- 13.4 SPECIAL USE
- 13.5 SITE PLAN REVIEW
- 13.6 WATERCOURSE/WETLAND PERMIT
- 13.7 LAND DISTURBANCE ACTIVITY PERMIT
- 13.8 TEMPORARY USE PERMIT - PLANNING BOARD APPROVAL
- 13.9 DESIGN REVIEW
- 13.10 VARIANCES - AREA AND USE
- 13.11 ZONING INTERPRETATION
- 13.12 ZONING DETERMINATION
- 13.13 SIGN PERMIT
- 13.14 TEMPORARY USE PERMIT - ZONING OFFICER APPROVAL
- 13.15 ZONING TEXT AND MAP AMENDMENT
- 13.16 PLANNED UNIT DEVELOPMENT

13.1 LAND USE BOARD APPLICATIONS SUMMARY TABLE

A. Table 13-A: Land Use Board Applications Summary summarizes the recommendations and approval authority of the land use board applications of this Article.

B. Subdivision applications are regulated by Article 14.

Table 13-A: Land Use Board Applications Summary		
Application	Recommendation	Approval
PLANNING BOARD APPLICATIONS		
Special Use	--	Planning Board
Site Plan Review (Full)	--	Planning Board
Planned Unit Development: Final Site Plan	Planning Department Staff	Planning Board
Administrative Site Plan Review	--	Chair of Planning Board with City Planning Department staff
Watercourse/Wetland Permit	--	Planning Board
Land Disturbance Activity Permit	--	Planning Board
Temporary Use Permit - Planning Board Approval	Zoning Officer	Planning Board
DESIGN REVIEW BOARD APPLICATIONS		
Design Review: Historic Review and Architectural Review	--	Design Review Board
ZONING BOARD OF APPEALS APPLICATIONS		
Use Variance	--	Zoning Board of Appeals
Area Variance	--	Zoning Board of Appeals
Zoning Interpretation	--	Zoning Board of Appeals
ZONING OFFICER APPLICATIONS		
Zoning Determination	--	Zoning Officer
Sign Permit	--	Zoning Officer (Building Inspector issues permit)
Temporary Use Permit - Zoning Officer Approval	--	Zoning Officer
CITY COUNCIL APPLICATIONS		
Text or Map Amendment	Planning Board	City Council
Planned Unit Development: Development Plan	Planning Board	City Council

13.2 APPLICATION

A. Filing, Pre-Application Conference, and Referrals

1. All land use board applications must be filed with the Planning Department Staff. The application must be on forms provided by the City and filed in such quantity as required by the instructions.
2. Applications to amend the Zoning Map or Zoning Text and applications for Planned Unit Developments must be filed in the Office of the Mayor. The application must be on forms provided by the City and filed in such quantity as required by the instructions.
3. Prior to formal submittal of an application, the applicant may request a pre-application conference with Planning Department Staff. The purpose of a pre-application conference is to provide informal advice and assistance to the applicant. Any opinions or advice provided are not binding with respect to any official action that may be taken on the formal application.

B. Completeness

1. An application must include all information, plans, and data as specified in the application requirements to the satisfaction of reviewing staff. Any required plans must be at a scale sufficient to permit a clear and precise understanding of the proposal, unless specifically required to be at a set scale.
2. The Planning Department Staff will examine all applications for completeness. If the application does not include all the submittal requirements for the application, Staff will reject the application and provide the applicant with the reasons for the rejection. Staff take no further steps to process the application until all deficiencies are remedied.
3. After an application is determined to be complete, any substantive change made by the applicant to the application requires resubmittal of the entire application and a new completeness review.
4. Once the application is under consideration by the appropriate body, additional information, or revisions are not subject to this provision.

C. Fees

Each application must be accompanied by the required filing fee as established and modified, from time to time, by the City Council. The failure to pay such fee when due is grounds for refusing to process the application and renders the application incomplete. If an application is submitted by the City Council or other official City board, then fee requirements are waived.

D. Applicant Withdrawal of Application

An applicant has the right to withdraw an application at any time prior to the final decision on the application by any board or official, including the ability to withdraw the application if it has been tabled by a board or official. The applicant must submit a request for withdrawal in writing or on the record. There will be no refund of fees.

E. Default Withdrawal of Inactive Application

Following a request for an applicant to submit a revised application, if the applicant has not submitted a revised application within six months, and has not been granted an extension of time, the application will be considered withdrawn by default. There will be no refund of fees.

F. Acting Upon Submitted Application

The applicable land use board may act upon the information available to them at any time once an application comes before them. This includes acting upon applications where a revision has been requested by the Board but not yet submitted within the timeframe provided by the Board.

G. Consideration of Successive Applications

The same application, once denied, cannot be resubmitted unless the applicant can show that there is substantial new evidence available or that circumstances have substantially changed.

H. Restrictions on Applications

No application will be accepted, no hearing will be conducted, and no decision will be made on any application that includes a property for which there is an outstanding, unresolved written violation from the Zoning Officer, Code Administrator, or their authorized designee which cannot be cured by the application in question.

13.3 NOTICE

A. Required Notice

Table 13-B: Required Notice indicates the types of notice required for Land Use Board applications as applicable.

Table 13-B: Required Notice			
Zoning Application	Notice Type		
	Published	Mailed	Posted On Property
Zoning Text Amendment Notice for Public Hearing	✓		
Zoning Map Amendment Notice for Public Hearing	✓	✓	✓
Special Use Notice for Public Hearing	✓	✓	✓
Planned Unit Development - Development Plan Notice for Public Hearing	✓	✓	✓
Variance - Area or Use Notice for Public Hearing	✓	✓	✓
Site Plan Review Notice for Public Meeting			✓
Historic Review - Demolition Notice for Public Meeting			✓
Architectural Review - Demolition Notice for Public Meeting			✓
Historic Review - Demolition of Significant Structure Notice for Public Hearing	✓	✓	✓
Architectural Review - Demolition of Significant Structure Notice for Public Hearing	✓	✓	✓
Historic Review Approvals*			✓
Zoning Interpretation Notice for Public Hearing	✓	✓	✓
Subdivision Notice for Public Hearing <i>Subdivision applications are regulated by Article 14</i>	✓	✓	✓

*Projects that have been reviewed and approved by the Design Review Board. See Section 13.9.G.2.h

B. Published Notice

1. When a published notice is required, the City will publish notice in a newspaper of general circulation within the City. Notice must be published at least five days in advance of the scheduled hearing date.
2. The applicant is responsible for payment for this notice. The notice must include the date, time, place, and purpose of the hearing or meeting, and the address of the subject property.
3. A zoning text or map amendment must be posted conspicuously at or near the office of the City Clerk for at least two weeks following published notice and a copy of the amendment or map must be made available for inspection at the office of the City Clerk.

C. Mailed Notice

When mailed notice is required, it must be in accordance with the following provisions:

1. The applicant will mail via first class mail notice no less than seven and no more than 20 days in advance of the scheduled hearing or meeting date to all property owners within 250 feet of all lot lines of the subject property,

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with the exception of area variances where notice will be mailed to all property owners within 100 feet of all lot lines of the subject property.

2. The notice must include the date, time, place, and purpose of such hearing or meeting, and the address of the subject property as provided by the City.
3. When a zoning map amendment is proposed by the City, notification must also be mailed to the owner of the subject property.
4. Nothing in this section is intended to prevent the applicant or the City from giving additional notice as he/she may deem appropriate. Applicants are encouraged to provide additional courtesy notice to the tenants of all properties noticed in item 1 above.
5. Prior to the public hearing or meeting, the applicant must submit a confirmation of the mailed notice by obtaining a certificate of mailing provided by the US Postal Service.

D. Posted Notice

When posted notice is required, it must be located on the subject property in accordance with the following provisions:

1. The applicant must install a required sign in compliance with City standards for such posted notice. Prior to the hearing or meeting, the applicant is responsible for filing an affidavit with the Planning Department confirming posting of notice.
2. The start of the required posting period must be no less than seven days and no more than 20 days in advance of the scheduled hearing date.
3. The sign must be posted at a prominent location on the property, near the sidewalk or public or private right-of-way so that it is visible to pedestrians and motorists.
4. Properties with more than one street frontage are required to post one sign visible on each street frontage.
5. Posted signs may be removed upon the close of the public hearing.
6. Zoning Map Amendments proposed by the City of Saratoga Springs shall be exempt from the requirements of posted notice on the subject property.

E. Additional Notice

1. Saratoga County Planning Board

a. Any proposed application that meets the referral requirements of General Municipal Law Section 239-m will be referred to the Saratoga County Planning Board for its review prior to the public hearing. No action will be taken on any application until an advisory recommendation has been received from the County Planning Board or 30 calendar days have passed from when the County Planning Board received the full statement. These applications are as follows:

- i. Special use
- ii. Zoning Map or Text Amendment
- iii. Variance - area and use
- iv. Planned unit development
- v. Site plan review

b. If the Saratoga County Planning Board recommends modification or denial of a proposed action, the appropriate body cannot act contrary to such recommendation except by a vote of a majority plus one of all the members thereof.

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2. Municipal Notification

Pursuant to General Municipal Law Section 239-nn, if the land involved in an application listed in this section lies within 500 feet of the boundary of another municipality, the City Clerk must submit a copy of the official notice of the public hearing to the municipal clerk of the other municipality at least ten days prior to the public hearing. These applications are as follows:

- a. Special use
- b. Zoning Map or Text Amendment
- c. Planned unit development: development plan
- d. Site plan review
- e. Variances – Use and Area

3. Housing Authority Property

For land use board applications affecting property within the protectively zoned area of a housing project authorized under the Public Housing Law, written notice must be given to the Housing Authority at least 30 days prior to the public hearing. These applications are as follows:

- a. Zoning Map or Text Amendment
- b. Planned unit development: development plan
- c. Site plan review

F. Substantial Compliance

Failure to provide notice in exact conformance with these requirements does not invalidate a decision, provided that the Land Use Board finds that substantial compliance has occurred.

Part I: Planning Board Applications

13.4 SPECIAL USE

A. Purpose

This Ordinance is based upon the division of the City into districts. Within each district the use of land and structures are substantially uniform. It is recognized, however, that there are certain uses which, because of their unique characteristics, cannot be properly classified in a particular district or districts without consideration of the impact of those uses upon neighboring land and of the public need for the particular use at the particular location.

B. Initiation

A property owner, or his/her designee, may file an application to use his/her land for one or more of the special uses authorized within the zoning district. An applicant may only propose a special use for property under his/her control.

C. Authority

The Planning Board will take formal action on special use applications.

D. Procedure

1. Action by Planning Board

- a. Within 62 days of the submission of a complete application, the Planning Board will conduct a public hearing on that application.
- b. The Planning Board may request an advisory opinion of the Design Review Board or any administrative department or agency in its evaluation of a special use permit.
- c. The Planning Board must evaluate the application based upon the evidence presented at the public meeting, pursuant to the approval standards of this section.
- d. Site plan review is required as part of special use permit review and approval as follows:
 - i. The Planning Board will conduct site plan review as part of special use approval. Such review may occur concurrent with or subsequent to special use permit review. Separate applications and application fees are required for site plan review.
 - ii. The Planning Board may waive site plan review as a condition of a special use permit if the Planning Board determines that considerations customarily evaluated under site plan review have been appropriately considered as part of the special use permit process.
- e. In rendering its decision on any application, the Planning Board must comply with all applicable provisions of the State Environmental Quality Review Act under Article 8 of the Environmental Conservation Law and its implementing regulations.
- f. Within 62 days of the close of the public hearing, unless extended by mutual consent of the applicant and Planning Board, the Planning Board will render its decision on the special use permit. The Planning Board must either approve, approve with conditions, or deny of the special use. Four affirmative votes are required to pass a motion regarding an application before the Planning Board.
- g. Every special use permit decision must be signed and dated by the Chairperson and must document the circumstances of the application and the findings on which the decision is based.
- h. Every special use decision must be filed in the Office of the City Clerk within five business days thereof and a copy provided to the applicant and to the Building Department.

2. Conditions on Special Uses

- a. The Planning Board has the authority to impose such reasonable conditions and restrictions as are directly related, and incidental, to the proposed special use permit. Upon its granting of said special use permit, any such condition must be met in connection with the issuance of permits by the City.
- b. As a condition of approval of a special use permit, the Planning Board may require a letter of credit or equivalent security approved by the City to guarantee satisfactory performance of all required improvements or conditions.
- c. As a condition of approval of a special use permit, the Planning Board may assign a timeframe for renewal of the special use permit.

3. Expiration and Extensions

- a. A special use approval expires if any one of the following conditions occurs and no request for an extension of the special use approval is pending.
 - i. When an approved special use is changed to another use that is not part of the approved special use permit.
 - ii. For special uses approved in conjunction with new construction or additions or enlargements to an existing structure, the special use approval expires within 18 months of the date of approval if a building permit has not been issued.
 - iii. For special uses approved in conjunction with an existing structure or on lot where no structure is planned, the special use approval expires within 18 months of the date of approval if the licenses or permits required for the operation or maintenance of the use have not been obtained.
 - iv. When the special use has been discontinued or abandoned for a continuous period of 12 months and has not been actively marketed for sale during that period. To be considered actively marketed, all equipment, building design, and similar use infrastructure must be maintained in working condition during the marketing period.
- b. The Planning Board may grant up to two 18 month extensions for an approved special use provided that the application was properly submitted prior to the expiration date of either the original special use or the first extension. When requesting an extension, it is the applicant's responsibility to prove that there have been no significant changes to the site or neighborhood and that the circumstances and findings of fact by which the original approval was granted have not significantly changed.

E. Approval Standards

The listing of a use as a special use within a zoning district does not constitute an assurance or presumption that such special use will be approved. Rather, each special use must be evaluated on an individual basis, in relation to all applicable standards of this Ordinance. Such evaluation will determine whether approval of the special use is appropriate at the particular location and in the particular manner proposed. The Planning Board will consider in its decision:

- 1. The special use in the specific location proposed is consistent with the Comprehensive Plan and associated adopted land use policies, and the purpose and intent of this Ordinance.
- 2. The proposed special use will not endanger the public health, safety, or welfare.
- 3. The density, intensity and compatibility of the use with the neighborhood and community character.
- 4. Safe and efficient pedestrian and vehicular access, circulation and parking.
- 5. Existing and future demand on infrastructure, public facilities and services.
- 6. The environmental and natural resources of the site and neighboring lands including any potential erosion, flooding or excessive light, noise, vibration and the like.

F. Modifications to Approved Special Uses

Any amendment to an approved special use permit must follow the application, hearing, and approval process required for a new special use permit. However, the Planning Board Chairperson has the authority to approve minor modifications to existing special use approvals if the Chairperson deems the changes are not material, substantial, or substantive in nature and are not contrary to the intent of the original decision. The Chairperson must issue all administrative approvals in writing and report them to the Planning Board in a timely manner.

13.5 SITE PLAN REVIEW

A. Purpose

The City finds that a safe, well-planned and attractive natural and man-made environment is essential to the economic health of the community and to the general safety and welfare of its residents. Therefore, the intent of site plan review is to set forth the process by which to review the site characteristics to ensure consistency with the goals and objectives of the City's Comprehensive Plan and to regulate the preservation, conservation and efficient use of City resources.

B. Authority

The Planning Board will conduct site plan review as required by this Section.

C. Required Site Plan Review

No zoning approval or building permit may be issued until site plan approval has been granted. In addition, all other requirements of all other applicable City codes and ordinances must be met. This Ordinance provides for two types of site plan review.

1. Exemptions

- a. Single-family and two-family dwellings are exempt from site plan review unless the proposed development would alter a steep or very steep slope area as specified in Section 9.2.
- b. Developments or uses that do not meet the thresholds for administrative site plan (item 2) or site plan review (item 3) below are exempt.

2. Administrative Site Plan Review

Administrative site plan review requires the approval of the Chair of the Planning Board, or his/her designee, with the Planning Department Staff. The Chair of the Planning Board has the ability to forward an application for administrative site plan review to the full Planning Board for approval. The following may be subject to administrative review:

- a. Additions or expansions of existing townhouse, multi-family, and nonresidential developments of more than 600 square feet and less than 25% of the total gross floor area and less than 4,000 square feet. This does not include parking structures, which are subject to site plan review by the Planning Board.
- b. A change of use for a permitted use that creates an increase in intensity. An increase in intensity is defined in this circumstance as an increase in required parking or a development action that will increase the amount of impervious surface on the site by 600 square feet or more.
- c. Co-location of telecommunication facilities, if required by Article 8.
- d. Parking lots of less than 20 spaces.
- e. The installation of bicycle parking spaces when not part of another application, such as special use.
- f. Parks/playgrounds that do not require special use approval.
- g. Minor modifications to existing site plan approvals per Section 13.5.M below.

3. Site Plan Review

Site plan review requires the approval of the Planning Board. The following are subject to Planning Board site plan review:

- a. Special uses, unless waived by the Planning Board as part of special use approval.
- b. Use variances.
- c. New construction of townhouse, multi-family, and nonresidential developments, including parking structures.
- d. Additions or expansions of existing townhouse, multi-family, and nonresidential developments of more than 25% of the total gross floor area or 4,000 square feet, whichever is less.
- e. Any additions or expansions to parking structures.
- f. Development, including additions or expansions, in steep slope areas per Section 9.2.
- g. Utilization of the height bonus provisions within the NC and UC Districts.
- h. Food truck parks when a permitted use.
- i. Outdoor dining when a permitted use.
- j. Parking lots of 20 or more spaces.
- k. Amendments to prior site plan approvals.

D. Administrative Site Plan Review Procedure

- 1. The Chair of the Planning Board with Planning Department Staff will review and evaluate the application, pursuant to the standards of this section and the Ordinance, and approve or approve with conditions, or recommend denial of the plan.
- 2. If the Chair approves the site plan subject to certain conditions, all plans and drawings to be submitted as part of the application for a building permit or zoning approval must include those conditions.
- 3. If the Chair recommends denial or approval with conditions, the applicant may request for the application to be reviewed by the Planning Board. Notice of intent to seek Planning Board approval or revised approval with conditions must be filed within 30 days.
- 4. Every site plan notice of decision must be signed and dated by the Chair and must document the circumstances of the application and the findings on which the decision is based.
- 5. Every site plan review decision must be filed in the Office of the City Clerk within five business days thereof and a copy provided to the applicant and to the Building Department.

E. Site Plan Review Procedure

- 1. The submission of a sketch plan to the Planning Board is a non-binding option available to the applicant prior to formal site plan review with the intent to seek advice and direction. The applicant may attend a Planning Board meeting to discuss the proposed project and satisfaction of the requirements of this Ordinance. Unless authorized by the Planning Board, the applicant is limited to two sketch plan discussions.
- 2. In rendering its decision on any application for site plan review, the Planning Board must comply with all applicable provisions of the State Environmental Quality Review Act under Article 8 of the Environmental Conservation Law and its implementing regulations.

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3. The Planning Board will review and evaluate the application, pursuant to the standards of this section and the Ordinance, and approve, approve with conditions, or deny the site plan. The Planning Board may request additional information as necessary to satisfactorily review the application. Four affirmative votes are required to pass a motion regarding an application before the Planning Board. The Planning Board may impose such reasonable conditions, easements, covenants, and restrictions as are directly related, and incidental, to the proposed site plan. The Planning Board will approve, approve with conditions, or deny the site plan within 62 days of the final public meeting conducted by the Planning Board on the application.
4. The Planning Board may request an advisory opinion of the Design Review Board or any advisory board, administrative department, or agency in its evaluation of a site plan application.
5. The Planning Board may request a public hearing. The Board will issue a decision on the site plan within 62 days of the close of the public hearing.
6. The Planning Board may recoup from an applicant costs incurred by the City for consultation fees, special studies, or other expenses in connection with the review of a proposed site plan.
7. Every site plan notice of decision must be signed and dated by the Chairperson and must document the circumstances of the application and the findings on which the decision is based.
8. Every site plan review decision must be filed in the Office of the City Clerk within five business days thereof and a copy provided to the applicant and to the appropriate City departments.

F. Public Improvements and Public Realm Design

1. The following public improvements are required, as applicable, and must be constructed and designed in accordance with Article 15 of this Ordinance.
 - a. Section 15.3 (Natural Land Characteristics)
 - b. Section 15.6 (Infrastructure Improvements)
 - c. Section 15.7 (Utilities and Utility Easements)
 - d. Section 15.8 (Recreation Land Requirement)
2. Conservation Design: Developments within the Rural Residential (RR) and Suburban Residential (SR) districts must submit a constrained land analysis and a conservation features analysis in accordance with Articles 16.5 and 16.6 of this Ordinance.
3. Stormwater management is required per Article 17 of this Ordinance.
4. If required, improvements to the public realm must be constructed and designed in accordance with Article 18 of this Ordinance.

G. Landscape Plan

1. Landscape Plan Required

A landscape plan is required as part of site plan review unless exempted by the Chair of the Planning Board or the Planning Board. A landscape plan for a planned unit development and or parking lot of 15 or more spaces must be prepared by a licensed architect, landscape architect, or licensed engineer.

2. Content of Landscape Plan

The following are required submittals within the landscape plan, unless waived by the Chair of the Planning Board or the Planning Board prior to submittal of the site plan application. For areas of landscape plans within the right-of-way, those submittal requirements may only be waived by the Department of Public Works.

- a. The location and dimensions of all existing and proposed structures, lot lines, easements, parking lots and drives, rights-of-way, refuse disposal and recycling areas, pedestrian and bicycle paths, fences, mechanical equipment, overhead utility wires, underground utilities within the right-of-way, traffic signs, fire hydrants, and drainage facilities.

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- b. The location, quantity, size, name, and condition, both botanical and common, of all existing plant materials on-site, indicating plant material to be retained and removed. The location, quantity, size, and name, both botanical and common, of all proposed plant material.
- c. A separate list of trees being retained, removed, and proposed to be planted within the right-of-way.
- d. The existing and proposed grading of the site indicating contours at one foot intervals. Proposed berming must also be indicated using one foot contour intervals.
- e. Elevations of all proposed fences, stairs, and retaining walls.
- f. Any other details as determined necessary by the Chair of the Planning Board or the Planning Board.

3. Changes to Approved Landscape Plans

Changes to an approved landscape plan that do not result in a reduction in the net amount of required plant material may be approved by the Zoning Officer. Any changes within the right-of-way require Department of Public Works approval.

4. Enforcement

- a. No final certificate of occupancy will be issued until all the requirements of this Article and the landscape plan have been fulfilled. Failure to implement the landscape plan, or to maintain the lot in conformance with the landscape plan, may result in the application of fines and penalties, as established in this Ordinance. All landscape is subject to periodic inspection.
- b. If weather prohibits the installation of landscape at the time a final certificate of occupancy is applied for, a temporary certificate of occupancy may be issued for a six month period with provision of a letter of credit or escrow for 125% of the estimated amount, including installation.

H. Lighting Plan

1. Lighting Plan Required

A lighting plan is required as part of site plan review. Single-family and two-family dwellings are exempt from a lighting plan.

2. Submittal Requirements

A lighting plan must include the following:

- a. A plan showing all light pole locations, building-mounted lights, bollard lights, and all other lighting.
- b. Specifications for luminaires, including certifications of energy efficient lighting, and lamp types, and poles, including photographs or drawings of proposed light fixtures.
- c. Pole and luminaire details including pole height, height of building-mounted lights, mounting height, and height of the luminaire.
- d. Elevations of the site including all structures and luminaires sufficient to determine the total cutoff angle of all luminaires and their relationship to abutting parcels.
- e. Photometric plans that show the footcandle measurement at all lot lines are required.
- f. Other information and data reasonably necessary to evaluate the required lighting plan.

I. Approval Standards

The following will be evaluated in the review of site plans:

- 1. Conformity with the regulations of this Ordinance and any other applicable regulations of the City Code, and the City's Comprehensive Plan and adopted land use policies.
- 2. Location, arrangement, size, design and general site compatibility of buildings and sign structures.

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3. Adequacy and arrangement of vehicular traffic access and circulation including intersections, road widths, pavement surfaces, dividers and traffic controls, and transit and bicycle accommodations.
4. Location, arrangement, appearance, and sufficiency of off-street parking and loading.
5. Adequacy and arrangement of pedestrian traffic access and circulation, walkway structures, control of intersections with vehicular traffic and overall pedestrian convenience.
6. Adequacy of stormwater and drainage facilities with attention to impact of structures, roadways and landscaping in areas with susceptibility to ponding, flooding, and/or erosion.
7. Adequacy of water supply including pressure and quantity.
8. Adequacy of sanitary sewer, including size and inverts, or adequacy of sewerage disposal facilities including soil borings, percolation tests, soil characteristics, and professional certification of system adequacy.
9. Adequacy and arrangement of on-site and off-site illumination.
10. Adequacy, type, size, and arrangement of trees, shrubs and other landscaping. Parking, service areas, and loading and maneuvering areas must be landscaped and screened from neighboring areas.
11. Adequacy of fire lanes and other emergency zones; location and arrangement of fire hydrants, standpipes, and other fire safety facilities.

J. Exceptions to Landscape Standards

The Planning Board may grant exceptions to on-site landscape requirements per Section 11.3.

K. Final Site Plan Approval and Expiration

1. No site disturbance may occur prior to signature of the final plans by the Planning Board Chairperson.
2. The following requirements must be satisfied prior to the review and approval of final site plans by the Planning Board Chairperson:
 - a. Review and approval of construction details and final site plans by the City Engineer.
 - b. When required, submittal of a performance guarantee as required by Section 15.9.
 - c. Documentation of conformance with all required approval conditions.
 - d. Proof of payment for all required fees.
3. In order to maintain Planning Board approval, the official signature of the Planning Board Chairperson must be placed on the final site plan no later than 18 months from the filing date of the Board's written decision. The signed site plan must be filed in the Office of Planning and Economic Development.
4. Regardless of the terms of any properly issued building permit, final site plan approval expires if actual construction has not commenced within 18 months of the signing of the final site plan. Actual construction is defined as the fastening or placing of construction materials in a permanent manner, the excavation of a basement or the demolition or removal of any existing structure if no new construction is approved.
5. The Planning Board may grant up to two 18 month extensions in addition to the initial 18 month period in which the applicant must obtain signature of the final plans provided such request is properly submitted prior to expiration of the initial 18 month period or the first extension. When requesting an extension, it shall be the applicant's responsibility to prove that there have been no significant changes to the site or neighborhood and that the circumstances and findings of fact by which the original approval was granted have not significantly changed.

L. Effect of Approval

1. After site plan approval, the property must be developed in accordance with the approved site plan. Violation of any condition is a violation of this Ordinance.

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2. Site plans may be subject to performance guarantees as per Section 15.9.
3. Inspections are required as per Section 15.10.

M. Modifications to Approved Site Plans

The Planning Board Chairperson has the authority to approve minor modifications to existing site plan approvals if the Chairperson deems the changes are not material, substantial, or substantive in nature and are not contrary to the intent of the original decision. The Chairperson must issue all administrative approvals in writing and report them to the Planning Board.

13.6 WATERCOURSE/WETLAND PERMIT

A. Purpose

A Watercourse/Wetland Permit is required within the Watercourse Protection Overlay District, as defined in Sections 7.1.D and E, to protect City watercourses, wetlands, and adjacent lands to minimize sedimentation and erosion, reduce excessive flooding, prevent degradation or loss of stream-related wetlands, flora and fauna, control watercourse and wetland pollution, and enhance recreational and visual amenities.

B. Authority

For all activities that require a Watercourse/Wetland Permit, application will be made directly to the Planning Board or as a referral by the Zoning Officer. To the extent practicable, the Planning Board will coordinate review of the Watercourse/Wetland Permit with associated subdivision or site plan review applications.

C. Procedure

1. Applications for Watercourse/Wetland Permit must be on forms prescribed by the Planning Board, and include required plans and details, accompanied by the required fee.
2. Applications must also include a wetland delineation and wetlands report for review by the Planning Board.
 - a. Applicants must submit site specific field delineations, delineated by a qualified professional, indicating the location of all wetlands on the property.
 - b. Delineations must include NYSDEC regulated wetlands as well as jurisdictional and non-jurisdictional wetlands that meet the criteria for wetlands under federal standards.
 - c. Delineation of wetland buffers areas must include 100 feet for NYSDEC regulated wetlands and 50 feet for all other wetlands.
 - d. The wetlands report must include a marked wetland boundary, as described above, a map that accurately represents those boundaries, and a written report explaining how those boundaries were derived and why they are accurate.
3. Standards for wetland protection: Consistent with the purposes of this section, encroachment into wetlands and buffer areas is generally prohibited. An exception to the wetland buffer area may be allowed by the Planning Board in consultation with the jurisdictional authority, if applicable, and upon consideration of the following evaluation criteria. If encroachment is unavoidable, such encroachment must:
 - a. Not adversely affect the ability of the property to carry or store flood waters adequately.
 - b. Not adversely affect the ability of the proposed stormwater treatment system to reduce sedimentation in conformance with the substantive requirements of the NYSDEC SPDES General Permit for Construction Activities, most current version.
 - c. Include appropriate landscaping, stormwater treatment, stream buffering, and/or other mitigation measures that minimize the impact of the encroachment on wetland functions and values identified in the field delineation and wetland report.
4. In its review, the Planning Board may approve the application if it finds that there is no reasonable alternative, and that approval of the subdivision, site plan, or issuance of the permit will not violate the intent of the Watercourse Protection Overlay District.

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5. The Planning Board may require a performance guarantee to ensure that all necessary erosion and sediment control measures are completed and maintained adequately.
6. Expiration and extensions:
 - a. Unless otherwise specified or extended by the Planning Board, a Watercourse/Wetland Permit expires 18 months following the decision if the applicant has not complied with any required conditions and has not begun actual construction, or otherwise implemented this approval.
 - b. The Planning Board may grant up to two 18 month extensions for an approved Watercourse/Wetland Permit provided that the application was properly submitted prior to the expiration date of either the original Watercourse/Wetland Permit or the first extension. When requesting an extension, it is the applicant's responsibility to prove that there have been no significant changes to the site or neighborhood and that the circumstances and findings of fact by which the original approval was granted have not significantly changed.

13.7 LAND DISTURBANCE ACTIVITY PERMIT

A. Purpose

This section is intended to protect the City's natural environment by minimizing the adverse effects which site preparation and associated construction activities may have on soil, water, and vegetative resources.

B. Authority

For all activities that require a land disturbance activity permit, application may be made directly to the Planning Board or as a referral by the Zoning Officer. To the extent practicable, the Planning Board shall coordinate review of the land disturbance activity permit with associated subdivision or site plan review applications.

C. Applicability

A land disturbance activity permit is required before undertaking the following activities, unless these activities have been authorized as part of an approved site plan or subdivision plan:

1. Within the RR District: Any activity affecting one acre or more that changes the natural topography, removes or disturbs the topsoil, or removes more than 15% of trees over four inches in diameter at breast height (dbh).
2. Other Districts: Any activity affecting 0.5 or more acres that changes the natural topography, removes or disturbs the topsoil or removes more than 15% of trees over four inches in diameter.
3. The following activities are exempt from permit:
 - a. Agricultural activities directly related to the production of crops or livestock. This exemption does not include timber harvesting.
 - b. Forest management practices or noncommercial tree cutting for firewood that does not remove more than 15% of trees over four inches in diameter.
 - c. Authorized governmental activities.
 - d. Bona fide emergencies.

D. Procedure

1. Applications for land disturbance activity permits must be on forms prescribed by the Planning Board, and include a soil erosion and sediment control plan (basic SWPPP - see Section 17.5.A) accompanied by the required fee. The Planning Board may waive the fee if review is conducted in association with subdivision or site plan review.
2. In its review, the Planning Board may approve the application if it finds that the soil erosion and sediment control plan will adequately minimize the impact of the proposed land disturbance activity upon the City's land and water resources.

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3. A soil erosion and sediment control plan must include a sketch plan that fully identifies the proposed activity, extent of soil and vegetative alterations or tree harvesting, and the land protection and structural soil conservation measures to minimize soil erosion and sediment loss. Such plan should be at a scale of 1" = 100' and include the following:
 - a. General topographic data, soil conditions, and vegetative cover type.
 - b. All watercourse, wetlands, rock outcrops and other important land features (including all 100 year federally designated flood hazard and New York State regulated wetlands).
 - c. The location of all proposed public utilities including water supply, sewerage, and stormwater drainage facilities to be constructed.
 - d. Any other information that the Planning Board may deem necessary for review of the project.
4. The Planning Board may require a performance guarantee to ensure that all necessary erosion and sediment control measures are completed and maintained adequately. The amount of the letter of credit, or other financial security, will not exceed \$1,000 per acre.
5. Unless waived by the Planning Board, construction inspections by the Storm Water Management Officer, or designee, are required for all land disturbance activity permits.
6. Unless waived by the Planning Board, upon completion of the approved activity an as-built drawing must be filed with the Planning Board.
7. Expiration and extensions:
 - a. Unless otherwise specified or extended by the Planning Board, a land disturbance activity permit expires 18 months following the filing date of such decision if the applicant has not complied with any required conditions and started the activity, or otherwise implemented this approval.
 - b. The Planning Board may grant up to two 18 month extensions for an approved land disturbance activity permit provided that the application was properly submitted prior to the expiration date of either the original land disturbance activity permit or the first extension. When requesting an extension, it is the applicant's responsibility to prove that there have been no significant changes to the site or neighborhood and that the circumstances and findings of fact by which the original approval was granted have not significantly changed.

13.8 TEMPORARY USE PERMIT - PLANNING BOARD APPROVAL

A. Purpose

1. A temporary use permit allows for the short-term use and/or placement of temporary structures on a lot. There are two levels of approval of temporary use permits - approval by the Planning Board and approval by the Zoning Officer, as stated within Section 8.5.
2. The temporary use permit regulates temporary uses that occur entirely on and within a lot. Temporary uses located within the public right-of-way are regulated separately by the City Code.

B. Authority

The Planning Board, based upon a recommendation of the Zoning Officer, will review and make final decisions on temporary use permit applications as required by Section 8.5.

C. Procedure

1. The Planning Board will render a decision on the temporary use permit following the Zoning Officer's recommendation. The Planning Board must review and evaluate the application, pursuant to the standards of this section, and approve, approve with conditions, or deny the application.
2. The temporary use permit is valid for the time period granted as part of the approval.

D. Approval Standards

All temporary uses must comply with the requirements of this Ordinance, including the temporary use standards of Section 8.5, and the following standards:

1. The temporary use does not adversely impact the public health, safety, and welfare.
2. The temporary use is operated in accordance with any restrictions and conditions as the Police and Fire District, or other City officials, may require.
3. The temporary use does not conflict with another previously authorized temporary use.
4. The temporary use provides adequate parking if needed. If located on a lot with an operational principal use, does not impact the parking and site circulation of the principal use.

Part II: Design Review Board Applications

13.9 DESIGN REVIEW

A. Historic Review and Architectural Review Overlay Districts

This section provides the process for Design Review Board review within the Historic Review and Architectural Review Overlay Districts.

B. Purpose

1. Historic Review

It is hereby declared that the protection, enhancement, and perpetuation of landmarks and historic districts are necessary to promote the economic, cultural, educational, and general welfare of the public. The City of Saratoga Springs has many significant historic, landscape, architectural, and cultural resources that constitute its heritage, therefore the historic review process is intended to:

- a. Protect and enhance the landmarks and historic districts which represent distinctive elements of the City's historic, architectural and cultural heritage.
- b. Foster civic pride in the accomplishments of the past.
- c. Protect and enhance the City's attractiveness to visitors thereby providing support and stimulus to the economy.
- d. Ensure the harmonious, orderly and efficient growth and development of the City.

In keeping with this intent, the City hereby establishes a coordinated and comprehensive approach to preserve City Landmarks and Historic Districts, and the procedure for maintaining architectural standards in the construction, alteration and removal of buildings and landscapes within these areas.

2. Architectural Review

The City finds that appropriate architectural design and the consistent quality of building exteriors directly contribute to the positive value of real property, the enhancement of community character, and the health, safety, and general welfare of the City's residents. Therefore, the intent of this section is to provide architectural standards for the construction, maintenance, and enhancement of structures within designated areas of the City.

C. Delegation to Design Review Board

The Design Review Board ("Board") is hereby charged with the responsibilities of administering and carrying out the intent, process and actions established in this Section.

D. Composition of Design Review Board

1. Appointments

The Board shall consist of seven members, to be appointed by the Mayor, to represent to the extent possible a broad cross-section of the community with demonstrated experience in historic preservation, architectural development and local history in addition to the following:

- a. At least one shall have demonstrated commitment to the field of historic preservation evidenced either by involvement in a local historic preservation group, employment or volunteer activity in the field of historic preservation, or other serious interest in the field.
- b. At least one shall be an architect or related design professional.
- c. At least one shall be a local realtor or other real estate professional.
- d. At least one shall have construction experience working with historic buildings.
- e. All members shall be residents of the City of Saratoga Springs including at least one resident of a Historic District and one resident of an Architectural Review District.

2. Term of Office

The term of each Board member shall be five years beginning on July 1 and members shall serve on a rotating schedule. Initial terms may be for lesser years so as to effectuate a staggered sequencing of member terms. On an alternating basis, two member terms will expire one year with one member term expiring the next year. A member whose term has expired may serve until replaced.

3. Vacancy

If a vacancy occurs other than by expiration of a term, it shall be filled by appointment by the Mayor for the unexpired term.

4. Removal

Any member, or alternate member, may be removed by the Mayor for cause and after public hearing.

5. Alternate Members

The Mayor may appoint up to two alternate members to serve in the place of Board members who are unavailable to attend a meeting due to recusal or other absence.

- a. In the selection of alternate members, preference may be given to former Board members or other residents that demonstrate the experience and knowledge considered for original appointments and as identified in 13.9.D.1 above.
- b. Full Board attendance is encouraged at all meetings. When fewer than six members are able to attend a meeting, alternate members shall be called upon to serve in the place of an absent member.
- c. When serving in the place of a member, the alternate member shall have the full rights and obligations of a member. Alternate members not serving in place of a member may not participate as a Board member in the discussion of agenda items at Board meetings or workshops or any subcommittee thereof. In the event a Board member is available to once again serve with regard to a matter because he/she is no longer absent or recused, the alternate member will no longer serve with regard to said matter.
- d. All provisions of law relating to Board member eligibility, terms, vacancy in office, removal, compatibility of office and service on other boards, training, continuing education, compensation, and attendance shall apply to alternate members, except that there shall be no requirement that an alternate member be a property owner in an historic or architectural review district.

E. Authority and Duties

1. The Design Review Board reviews and approves historic review and architectural review applications.
2. The Design Review Board will promote the following objectives in the Historic Review Overlay District:
 - a. To prevent the demolition or destruction of significant structures, terrain, landscape, or scenic views.
 - b. To eliminate existing incongruous structures or other blighting factors and prevent the creation of any new such conditions.
 - c. To preserve and enhance the historic context and setting within the Historic District.
 - d. To assure architectural compatibility such as aesthetic, historical and architectural values, architectural style, design, arrangement, texture, material, and color.
 - e. To encourage and maintain appropriate protective restrictions such as easements, covenants, or similar agreements.
 - f. To improve the integrity of the Historic Districts through economic and other incentives.
3. Employ experts, staff and legal counsel, or appoint such citizen advisory committees as may be required to carry out Board duties within the Council-approved budget.
4. Administer on behalf, and at the request, of the City Council any full or partial interest in real property that the City may have received.

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- 5.** Accept and administer on behalf of the City such grants and funding as may be appropriate for the purposes of this Article.
- 6.** Recommend to the City Council the adoption of ordinances designating properties or structures having special historic, community, cultural or architectural value as landmarks or Historic Districts.
- 7.** Keep a register of all properties and structures that have been designated as landmarks or historic districts including all information required for each designation.
- 8.** Propose or sponsor the nomination of landmarks and historic districts to the National Register of Historic Places and review and comment on any National Register proposed nominations submitted to the City Council or State Historic Preservation Office.
- 9.** Maintain a directory of architectural styles.
- 10.** Develop specific design guidelines for the alteration, construction or removal of landmarks or property and structures within historic districts.
- 11.** Conduct surveys to identify historically and architecturally significant properties, structures, landmarks and areas that exemplify the cultural, social, economic, political or architectural history of the Nation, State or City.
- 12.** Inform and educate the citizens of Saratoga Springs concerning the historic and architectural heritage of the City.
- 13.** Advise and guide property owners on physical and financial aspects of preservation, renovation, rehabilitation and reuse, on procedures for inclusion on the National Register of Historic Places, and on participation in State and Federal historic preservation programs.
- 14.** Confer recognition upon the owners of landmarks or property or structures within historic districts by means of certificates, plaques or markers.
- 15.** Request advisory opinions from the City Council, the Planning Board and any other body, agency or department of the City on any matter before the Board.
- 16.** Review and make advisory recommendations on any matter referred to the Board by the City Council, the Zoning Board of Appeals, the Planning Board and any other body, agency or department of the City.
- 17.** Recommend to the City Council zoning amendments, policy initiatives and programs to protect historic properties and implement the intent and objectives of this Article.
- 18.** Develop a preservation component in the Comprehensive Plan of the City of Saratoga Springs and recommend it to the Planning Board and the City Council.
- 19.** Exercise all other powers conferred upon it by the City Council.

F. Applicability

1. Historic Review Applicability

The following actions are subject to historic review when occurring on City Landmarks and within Historic Review Overlay Districts:

- a.** Construction, rehabilitation, alteration, or exterior change to a structure that requires the issuance of a building or demolition permit.
- b.** Installation of an awning, sign, or sign structure that requires a building or sign permit, or such modification with respect to size, materials, illumination, method of attachment, and color.
- c.** Creation of additional paved area or repair to existing paved areas.
- d.** Installation of telecommunications facilities.
- e.** Regardless of the requirement for a building or demolition permit, any material change to the exterior appearance of a structure that affects the historical characteristics and context of the district including:
 - i.** Addition or removal of exterior architectural features.
 - ii.** Installation, removal, or change of materials on exterior building elements including but not limited to roof, siding, windows, doors, porches, and the like.
 - iii.** Enclosure or screening of building openings including but not limited to windows, doors, porches, and the like.
 - iv.** Installation of accessory utility, mechanical or miscellaneous structures to the exterior of a building including but not limited to mechanical equipment, solar panels, wind turbines, radio or satellite transmission/reception devices, and the like.
- f.** Construction or alteration of a fence or wall visible from the public right-of-way, excluding alleys.
- g.** The following actions within a front yard setback:
 - i.** Installation, removal, or change in material of driveways or walkways
 - ii.** Installation or removal of vegetative screening that exceeds three feet in height.
 - iii.** Installation of accessory utility structures or radio/satellite transmission/reception devices of two feet or more in diameter.
 - iv.** Installation, removal, or change in Tier 2 solar energy systems.
- h.** Change of the exterior color of any structure within a nonresidential zoning district.
- i.** Additional actions as set forth in item K.4 below occurring on or to a City Landmark.
- j.** The following actions are exempt from historic review:
 - i.** Ordinary maintenance or repair of any exterior feature that does not involve a change in design, material, color, or outer appearance.
 - ii.** Installation of accessory freestanding objects including but not limited to sculpture, tree houses, play equipment, clocks, fountains, flagpoles, basketball hoops, and the like.
 - iii.** Installation of individual window air conditioning units, and radio or satellite antennas/receivers less than two feet in diameter.
 - iv.** Replacement in-kind of any exterior feature that is deteriorated beyond repair.

2. Architectural Review Applicability

The following actions are subject to architectural review by the Design Review Board when occurring within the Architectural Review Overlay District:

- a. Construction, renovation, alteration, or exterior change to a structure that requires the issuance of a building or demolition permit.
- b. Installation of an awning, sign or sign structure that requires a building or sign permit, or such modification with respect to size, materials, illumination, method of attachment, and color.
- c. Creation of additional paved area or repair to existing paved areas.
- d. Change of the exterior color of any structure within a nonresidential district.
- e. Installation of telecommunications facilities, regardless of location, in accordance with Section 8.4.DDDDD.
- f. For nonresidential and multi-family projects: Installation of accessory utility, mechanical or miscellaneous structures to the exterior of a building including but not limited to mechanical equipment, wind turbines, radio or satellite transmission/reception devices, and the like where visible from the public right-of-way, excluding alleys.
- g. Installation, removal, or change in Tier 1 solar energy systems.
- h. The following actions are exempt from architectural review:
 - i. Ordinary maintenance or repair of any exterior feature that does not involve a change in design, material, or outer appearance.
 - ii. Any action having received historic review approval.

G. Procedure

1. General

- a. The Planning Department Staff will refer to the Design Review Board all actions identified in this Article that require historic or architectural review approval. The Design Review Board will not accept any application for review that includes a lot for which there is an outstanding, unresolved written violation from the City that is not the subject of the application.
- b. An eligible applicant for historic or architectural review approval must be the owner, lessee or purchaser under contract for the involved parcel. A lessee and purchaser under contract must have the permission of the current property owners to submit an application for historic or architectural review approval.
- c. All applicable fees must be paid.
- d. In rendering its decision on any application, the Design Review Board must comply with all applicable provisions of the State Environmental Quality Review Act (SEQRA) and its implementing regulations.

2. Process

- a. Within 62 days of the determination by the Design Review Board that the application is complete, or the close of the public hearing, a written decision must be issued. This time frame may be extended by mutual consent of the applicant and the Design Review Board.
- b. Four affirmative votes are required to pass a motion regarding an application before the Design Review Board. If four affirmative votes cannot be attained on a motion within this 62day period, unless extended by mutual consent of the applicant and the Design Review Board, the application is denied by default.
- c. The Design Review Board may request an advisory opinion of the Planning Board or any administrative department or agency in its evaluation of an application for historic review.

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d. The Design Review Board may approve as submitted or approved with conditions. The Design Review Board may impose appropriate conditions in connection with its approval including those related to nature and quality of building materials, manner of construction, and design and other building elements. The Design Review Board may also deny an application provided the Board finds that such construction, alteration, or demolition would be in opposition to the intent and objectives of this section, and that the finding is not based on personal preference as to taste or choice of architectural style.

e. Prior to the granting of final approval by the Design Review Board, an applicant may seek preliminary approval for the general mass and scale of a proposed structure. This preliminary approval is subject to a SEQRA determination and constitutes approval of the footprint and proportions of the proposed structure, including any proposed rooftop structures, and its compatibility with the surrounding neighborhood. Preliminary approval does not constitute approval of elevations and other facade and roofline details. Unless noted within the preliminary approval, an applicant must obtain final approval by the Design Review Board prior to issuance of a building permit.

f. Every Design Review Board decision must be signed and dated by the Board Chairperson and document the circumstances of the case and the findings on which the decision is based.

g. The Design Review Board decision will be filed in the Office of the City Clerk within five business days of the decision and a copy provided to the applicant and to the Building Department.

h. For projects in the Historic District approved after the effective date of this Ordinance, a Notice of Approval will be issued by Planning Department Staff and provided to the applicant within five business days of the filing of the Design Review Board decision. The general presentation and typical content of the Notice of Approval shall be on a form approved by the Design Review Board.

- i. The Notice of Approval must be posted or displayed in a prominent location on the property where the approved project is taking place and must be visible from the public right-of-way.
- ii. The Notice of Approval must be posted or displayed before any work on the project begins and must remain on display for the full duration of the project.
- iii. The Notice of Approval may be removed upon receipt of a certificate of occupancy, certificate of completion, or Building Department written approval.

i. The Design Review Board Chairperson has the authority to approve minor modifications to existing Design Review Board approvals if the Chairperson deems the changes are not material, substantial, or substantive in nature and are not contrary to the intent of the original decision. The Design Review Board Chairperson must issue all administrative approvals in writing and report them to the Design Review Board.

3. Permits

a. Upon approval of historic or architectural review and confirmation of compliance with any required conditions, the Building Department may issue building, sign, or demolition permits associated with the application. No building, sign, or demolition permit will be issued in the event of a denial.

b. For actions subject to historic or architectural review but not requiring a building, sign, or demolition permit, the Building Department will perform inspections as necessary to confirm compliance with Design Review Board approval and any required conditions.

c. Upon confirmation of the completion of an approved action requiring historic or architectural review, and any required conditions, the Building Department may issue a certificate of occupancy.

4. Expiration and Extensions

a. Unless otherwise specified or extended by the Design Review Board, Board approvals expire 18 months following the filing date of the Board's written decision if the applicant has not complied with any required conditions and started actual construction, or otherwise implemented this approval. Actual construction is defined as the fastening or placing of construction materials in a permanent manner, the excavation of a basement, or the demolition or removal of any existing structure if no new construction is approved.

b. The Design Review Board may grant up to two 18 month extensions for historic review approval provided that the application for extension was properly submitted prior to the expiration date of either the original

historic review approval or the first extension. When requesting an extension, it is the applicant's responsibility to demonstrate that there have been no significant changes to the site or neighborhood, and that the circumstances and findings of fact by which the original historic review approval was granted have not significantly changed.

H. Historic Review Approval Standards

1. Historic Review

The following standards apply to review of historic review applications:

a. Preserve Rather Than Remove

Distinguishing original features of a structure or site are essential to the historic quality and character of that site. Distinguishing original qualities or character of a structure, site, and/or its environment must be preserved and protected to the maximum extent possible. Destruction or alteration of any historic material or distinctive architectural feature should be avoided.

b. Repair Rather Than Replace

Distinctive architectural features that characterize a structure or site must be repaired rather than replaced whenever possible. If replacement is necessary, the replacement materials should match the original in composition, design, color, texture, and other visual qualities.

c. Promote Historical Accuracy

Repair or replacement of architectural features should be based on historical evidence rather than on conjectural designs or the incorporation of elements from other structures.

d. Recognize Significance of Historical Time Periods

Structures and sites should be recognized and preserved as products of specific historical period(s). Changes that occurred over time are evidence of the history and development of a structure or site and may have acquired historical significance in their own right.

e. Compatible Contemporary Design

Contemporary design for alterations and additions to existing properties may be encouraged provided it does not destroy significant historical, architectural, or cultural material and is compatible with the size, scale, color, material, and character of the site or surrounding neighborhood. Incompatible alterations shall be discouraged.

f. Structures and Sites Treated with Sensitivity

Archaeological resources affected by any project must be protected and preserved to the maximum extent possible. Activities that will damage historic building materials or site features shall be discouraged. Historic structures are to be cleaned with the gentlest means possible.

2. Design Considerations

For actions subject to review, the Design Review Board will evaluate whether the proposed alteration or construction is compatible with the subject structure, site, and neighboring properties in the historic district with regard to:

a. Height

The Design Review Board must consider whether the height of the proposed structure is compatible with the historic form and context of the site and neighboring properties and with any specific zoning district intent.

b. Scale

The Design Review Board must consider whether the scale of the proposed structure is compatible with the relationship of the building and its architectural elements to neighboring structures, and character of historic setting.

c. Mass and Open Space

The Design Review Board must consider whether the relationship of the dimension and mass of a building to the open space between it and adjoining buildings is compatible with the character of the neighboring area and with any specific zoning district intent.

d. Proportion

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The Design Review Board must consider whether the proposed structure and its architectural elements, including front facades, windows, doors, and bays, are consistent with the dominant proportion of neighboring structures and site.

e. Directional Expression

The Design Review Board must consider whether the directional expression of a building and its architectural elements are compatible with the dominant horizontal or vertical expression of the neighboring buildings.

f. Architectural Rhythm

The Design Review Board must consider whether the architectural, rhythmic pattern resulting from repeated elements such as window and door openings, columns, arches, and other facade elements is consistent within the subject structure and consistent with neighboring structures.

g. Front Setback

The front setback for the building line of all new construction must be compatible with neighboring buildings and any specific zoning district intent.

h. New Construction and Additions

New construction and additions should be undertaken such that their removal will not impair the original historic form and integrity of the structure and site and the surrounding historic site.

i. Treatment of Major Building Elements

i. Doors

Existing historic doors and door openings must be retained and rehabilitated whenever possible. Restoration of historic openings is encouraged where previously altered. Where doorways must be altered to meet current building code and safety requirements, doors and entrance ways must be designed to respect the exterior architectural character of the building.

ii. Windows

Existing historic windows and window openings must be retained and rehabilitated whenever possible. Restoration of historic openings is encouraged where previously altered.

iii. Roofs

Features that give a roof its essential historic and architectural character must be retained and rehabilitated whenever possible. Roof designs for new structures must be compatible with neighboring buildings. Exterior mechanical equipment must be minimized and screened from view.

j. Materials

Materials used in new construction must be compatible with those traditionally used in the neighboring area. Contemporary materials may be acceptable provided that the overall texture, color, and details of the building are compatible with neighboring buildings.

k. Colors

Architectural features of historic buildings must be restored with colors and finishes appropriate to the nature of the materials and to the historic character of the building. Where historically documented colors are not used, colors must be appropriate to the building's predominant architectural style(s). Colors used in new construction must be compatible with neighboring buildings.

I. Architectural Review Approval Standards

The Design Review Board must evaluate whether the proposed alteration or construction is compatible with the subject structure, site, and neighboring properties in the architectural review overlay district with regard to:

1. Height

The Design Review Board must consider whether the height of the proposed structure is compatible with the historic form and context of the site and neighboring properties and with any specific zoning district intent.

2. Scale

The Design Review Board must consider whether the scale of the proposed structure is compatible with the relationship of the building and its architectural elements to neighboring structures and community character.

3. Mass and Open Space

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The Design Review Board must consider whether the relationship of the dimension and mass of a building to the open space between it and adjoining buildings is compatible with the character of the neighboring area and with any specific zoning district intent.

4. Proportion

The Design Review Board must consider whether the proposed structure and its architectural elements, including front facades, windows, doors, and bays, are consistent with the dominant proportion of neighboring structures and site.

5. Directional Expression

The Design Review Board must consider whether the directional expression of a building and its architectural elements are compatible with the dominant horizontal or vertical expression of the neighboring buildings.

6. Architectural Rhythm

The Design Review Board must consider whether the architectural, rhythmic pattern resulting from repeated elements such as window and door openings, columns, arches, and other facade elements is consistent within the subject structure and consistent with neighboring structures.

7. Front Setback

The front setback for the building line of all new construction must be compatible with neighboring buildings and any specific zoning district intent.

8. New Construction and Additions

New construction and additions should be undertaken such that their removal will not impair the original historic form and integrity of the structure and site.

9. Treatment of Major Building Elements

a. Doors

Existing historic doors and door openings must be retained and rehabilitated whenever possible. Restoration of historic openings is encouraged where previously altered. Where doorways must be altered to meet current building code and safety requirements, doors and entrance ways must be designed to respect the exterior architectural character of the building.

b. Windows

Existing historic windows and window openings must be retained and rehabilitated whenever possible. Restoration of historic openings is encouraged where previously altered.

c. Roofs

Features that give a roof its essential historic and architectural character must be retained and rehabilitated whenever possible. Roof designs for new structures must be compatible with neighboring buildings. Exterior mechanical equipment shall be minimized and screened from view.

10. Materials

Materials used in new construction must be compatible with those traditionally used in the neighboring area. Contemporary materials may be acceptable provided that the overall texture, color, and details of the building are compatible with neighboring buildings.

11. Colors

Colors used in new construction must be compatible with neighboring buildings. Architectural features of historic buildings must be restored with colors and finishes appropriate to the nature of the materials and to the historic character of the building. Where historically documented colors are not used, colors must be appropriate to the building's predominant architectural style(s).

12. Rural Design Characteristics

Proposed alteration or construction subject to Architectural Review within the Rural Residential zoning district should be evaluated for compatibility with the rural design standards of Section 16.10 to the extent possible for elements within the Design Review Board's purview.

J. Demolition

1. General

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a. The Design Review Board must determine whether the proposed structure has architectural or historic significance.

b. Significance includes having particular important associations within the context of the architecture, history, or culture of Saratoga Springs or region and may include listing as contributing on the State and National Registers of Historic Places.

2. Structures with No Architectural or Historic Significance

The Design Review Board may approve an application for demolition if it finds that the demolition is consistent with the intent and objectives of this Section and that the structure proposed to be demolished has no historic or architectural significance.

3. Structures with Architectural or Historic Significance

a. For the proposed demolition of a structure with architectural or historical significance, the applicant must demonstrate good cause as to why such structure cannot be preserved. The applicant must provide the following:

i. The applicant must document good faith efforts in seeking an alternative that will result in the preservation of the structure including consultation with the Design Review Board and the Saratoga Springs Preservation Foundation. The relocation of structures may be permitted as an alternative to demolition.

ii. The applicant must document efforts to find a purchaser interested in acquiring and preserving the structure.

iii. The applicant must demonstrate that the structure cannot be adapted for any other permitted use, whether by the current owner or by a purchaser, which would result in a reasonable return.

iv. The applicant must submit evidence that the property is not capable of earning a reasonable return regardless of whether that return represents the most profitable return possible. "Dollars and cents proof" is required to demonstrate such hardship.

v. Application for demolition of a structure with historic or architectural significance must include acceptable post-demolition plans for the site. Such plans include an acceptable timetable and guarantees which may include performance bonds/letters of credit for demolition and completion of the project. The Design Review Board may condition the issuance of a demolition approval on the applicant's receipt of all other necessary approvals and permits for the post- demolition plan.

b. The Design Review Board will schedule a public hearing on an application for demolition of a structure with historic or architectural significance. Notice is required as indicated in Section 13.3.

4. Determination of Jeopardy to Health, Safety, and Welfare of Community

a. In cases where an applicant has sought demolition approval on the basis that a structure represents an imminent danger to the health, safety, and welfare of the community, the Design Review Board will refer the application to the Building Inspector for review and report pursuant to City Code Section 118 Unsafe Structures.

b. The Building Inspector's report is advisory to the Design Review Board.

c. The Design Review Board will review the Building Inspector's report and make a determination that the structure can or cannot reasonably be repaired in such a way as to remove the imminent danger.

5. Demolition of Historic Structures by City

a. The City, through its Code Enforcement Officers or other appropriate municipal officials, may seek demolition of a structure listed individually or as a contributing structure in an historic district on the National Register of Historic Places in New York Supreme Court under N.Y. Executive Law 382.

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b. Prior to filing such an application, the matter must be referred to the Design Review Board for an advisory opinion as to whether the structure can or cannot be reasonably repaired in such a way as to remove the cause for demolition.

c. The Design Review Board has 30 days to render a written advisory opinion unless extended by mutual consent. The City may also seek advisory recommendations from local preservation organizations.

6. Emergency Demolition

If the Building Inspector or Fire Chief, determines that the structure is in danger of imminent collapse or is an immediate danger to public safety, he/she may order the structure demolished immediately in accordance with City Code, Chapter 118. The Building Inspector or Fire Chief will issue a report to the Design Review Board stating the reasons for the order.

7. Court Action

The Design Review Board has no authority to act otherwise in cases where an appropriate legal action or procedure has resulted in a judgment or order by a Court of competent jurisdiction that a structure endangers the health, safety, and welfare of the public and must be demolished.

K. Designation of Landmarks and Historic Districts

1. Designation

Any proposed designation of landmarks or historic districts constitutes an amendment to this Ordinance and is subject to all public hearing, property owner notification, and other applicable provisions of this Ordinance.

a. Once the City Council has accepted for review a proposed designation, no building or demolition permits will be issued until the City Council has made its designation determination.

b. Prior to action on a proposed designation, the City Council must request an advisory opinion from the Design Review Board. The Design Review Board has 30 days to render a written advisory opinion unless extended by mutual consent. The opinion must contain a favorable recommendation only if the Design Review Board finds that the proposed revision is not contrary to the intent and objectives of this Article.

2. City Landmark Criteria

The City Council may designate an individual property as a landmark if it meets one or more of the following:

- a. Possesses special character or archeological, historic, or aesthetic interest or value as part of the cultural, political, economic, or social history of the locality, region, state, or nation.
- b. Is identified with historically significant individuals.
- c. Embodies the distinguishing characteristics of an architectural style.
- d. Is the work of a designer whose work has significantly influenced a particular architectural period or era.
- e. Because of a unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood.

3. Historic District Criteria

The City Council may designate a group of properties as a Historic District if it meets one or more of the following:

- a. Contains properties that meet one or more of the criteria for designation of a landmark
- b. By reason of possessing such qualities, constitutes a distinct section of the City.

4. Designated City Landmarks

The City Council hereby establishes and designates the following City Landmarks:

- a. "Bryan House", 123-125 Maple Avenue, Tax I.D. 165.44-I-31
- b. "Drink Hall", 297 Broadway, Tax I.D. 165.67-I-24
Additional actions requiring review: removal or alteration of any interior feature. Only ordinary maintenance or repair of any interior feature is excluded from review.

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c. "Canfield Casino", East Congress Street, Tax I.D. 165.00-4-1

Additional actions requiring review: removal or alteration of any interior feature. Only ordinary maintenance or repair of any interior feature is excluded from review.

d. "City Hall", 474 Broadway, Tax I.D. 165.52-4-37

Additional actions requiring review: removal or alteration of any interior feature. Only ordinary maintenance or repair of any interior feature is excluded from review.

e. "Congress Park", Broadway, Tax I.D. 165.00-4-1

Additional actions requiring review: removal, addition or alteration of any park feature such as, but not limited to: Spit 'n' Spat, Italian Gardens, Thorsvalden vases, Spirit of Life and surrounding stonework and landscaping, Trask stairway, War Memorial and Pavilion, Civil War monument, Brackett gates, Congress Spring Pavilion, Columbian Pavilion, Deer Park Spring Pavilion, Morrissey Rose Garden Fountain, reservoir, iron fencing, wrought iron fence surrounding park, configuration of ponds, walks and roadways, topography, Colonial Revival information booth, 1920s era gateposts, street lights, the Grotto (including sundial, pillars and statuary), informational signage, urns by northern pond, trout pond, benches and other park furniture. Only ordinary maintenance or repair is excluded from review.

f. "High Rock Park", High Rock Avenue, Tax I.D. 165.52-1-76.1, 165.44-2- lots 6, 22, 23, 24 and 25

Additional actions requiring review: removal, addition or alteration of any park feature such as structures, sculptures, monuments, pavilions, benches, topography, ponds, vegetation, fences, lights, walkways and roads. Only ordinary maintenance or repair is excluded from review.

g. "Central Fire Station", 60 Lake Avenue, Tax I.D. 165.60-2-3

Additional actions requiring review: removal or alteration of any interior feature. Only ordinary maintenance or repair of any interior feature is excluded from review.

h. "Gideon Putnam Cemetery", South Franklin Street, Tax I.D. 165.66-2-38

Additional actions requiring review: removal, addition alteration, or cleaning of any cemetery feature such as grave markers, structures, sculptures, monuments, pavilions, benches, topography, fences, lights, walkways and roads. Only ordinary maintenance or repair is excluded from review.

i. "Smiley-Brackett Cottage", 166 Excelsior Avenue, Tax I.D. 168.-1-15.2

L. Prevent Deterioration in Historic Districts

1. No owner or person with an interest in real property designated as a city landmark or designated as a contributing property within a local historic district may permit the property to fall into a serious state of disrepair so as to result in the deterioration of any exterior architectural feature which would produce a detrimental effect upon the character of the historic district as a whole or the life and character of the property itself.

2. Such deterioration includes, but is not limited to:

- a. Deterioration of exterior walls or other vertical supports.
- b. Deterioration of roofs or other horizontal members.
- c. Deterioration of exterior chimneys.
- d. Deterioration or crumbling of exterior stucco or mortar.
- e. Ineffective waterproofing of exterior walls, roofs, or foundations, including broken windows or doors.

3. Any complaint to a City official charged with the enforcement of this Ordinance may be referred to the Design Review Board for an opinion as to whether the condition of the property constitutes a violation of this section.

4. The Design Review Board will review the complaint in a public meeting. A notice of the public meeting must be sent to the property owner no less than 30 days prior to the date of the meeting. The Design Review Board will forward their recommendation to the Zoning Officer.

5. Any property condition identified by the Design Review Board as a violation of this section will be referred to the Zoning Officer for enforcement. The Zoning Officer will issue a report to the Design Review Board summarizing the enforcement efforts undertaken, and any proposed or agreed resolution.

Part III: Zoning Board of Appeals Applications

13.10 VARIANCES - AREA AND USE

A. Purpose

The purpose of the variance process is to provide a narrowly circumscribed means by which relief may be granted from unforeseen applications of this Ordinance that create practical difficulties or particular hardships.

B. Initiation

An applicant may only propose a variance for property under his/her control.

C. Authority

The Zoning Board of Appeals will take formal action on variances.

D. Procedure

1. Action by Zoning Board of Appeals

- a. Upon receipt of a complete application, the Zoning Board of Appeals will consider the variance at a public hearing.
- b. The Zoning Board of Appeals must evaluate the application based upon the evidence presented at the public hearing, pursuant to the approval standards of this section.
- c. In rendering its decision on any application, the Zoning Board of Appeals must comply with all applicable provisions of the State Environmental Quality Review Act under Article 8 of the Environmental Conservation Law and its implementing regulations.
- d. Within 62 days of the close of the public hearing, the Zoning Board of Appeals must either approve, approve with conditions, or deny the variance.
- e. The Zoning Board of Appeals, in granting a use or area variance, will grant the minimum variance it deems necessary and adequate while, at the same time, preserving and protecting the character of the neighborhood and the health, safety and welfare of the community.
- f. Every variance must be signed and dated by the Chairperson and must document the circumstances of the application and the findings on which the decision is based.
- g. Every variance decision must be filed in the Office of the City Clerk within five business days thereof and a copy provided to the applicant and to the Building Department.

2. Conditions

The Zoning Board of Appeals, in granting a use or area variance, has the authority to impose such reasonable conditions and restrictions as are directly related, and incidental, to the proposed use of the property. Such conditions must be consistent with the spirit and intent of this Ordinance and are imposed for the purpose of minimizing any adverse impact such variance may have on the neighborhood or community.

3. Expiration and Extensions

- a. Unless otherwise specified or extended by the Zoning Board of Appeals, a variance approval expires 18 months following the filing date of such decision if the applicant has not complied with any required conditions and started actual construction, or otherwise implemented this approval. Actual construction is defined as the fastening or placing of construction materials in a permanent manner, the excavation of a basement, or the demolition or removal of any existing structure if no new construction is approved.
- b. The Zoning Board of Appeals may grant up to two 18 month extensions for an approved variance provided that the application for extension was properly submitted prior to the expiration date of either the original variance or the first extension. When requesting an extension, it is the applicant's responsibility to prove that

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there have been no significant changes to the site or neighborhood and that the circumstances and findings of fact by which the original approval was granted have not significantly changed.

E. Variance Types and Approval Standards

1. Area Variance

a. An area variance provides relief from the dimensional or physical requirements imposed by the applicable zoning regulations. An area variance does not authorize any change in the type of use of the property.

b. In making its determination whether to grant an area variance, the Zoning Board of Appeals will take into consideration the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety, and welfare of the neighborhood or community by such grant. In making such determination, the Zoning Board of Appeals will also consider:

i. Whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance.

ii. Whether the benefit sought by the applicant can be achieved by some method feasible for the applicant to pursue, other than an area variance.

iii. Whether the requested area variance is substantial.

iv. Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.

v. Whether the alleged difficulty was self-created, which is relevant to the decision of Zoning Board of Appeals, but does not necessarily preclude the granting of an area variance.

2. Use Variance

a. A use variance provides relief to allow the use of land for a purpose that is otherwise not allowed or is prohibited by the applicable zoning regulations.

b. The Zoning Board of Appeals will not grant a use variance unless the applicant has demonstrated that applicable zoning regulations and restrictions have caused unnecessary hardship. In order to prove unnecessary hardship, the applicant must demonstrate that for each and every permitted use for the particular district where the property is located:

i. The applicant cannot realize a reasonable return, provided that lack of return is substantial as demonstrated by competent financial evidence.

ii. The alleged hardship relating to the property in question is unique and does not apply to a substantial portion of the district or neighborhood.

iii. The requested use variance, if granted, will not alter the essential character of the neighborhood.

iv. The alleged hardship has not been self-created.

F. Procedure to Rehear

In order to rehear an appeal previously determined by the Zoning Board of Appeals, the following must occur:

1. A Zoning Board of Appeals member must move to formally rehear the appeal.

2. A unanimous vote of all Zoning Board of Appeals members present must approve the motion to rehear.

3. The appeal shall be subject to the same notice provisions as an original hearing.

4. The Zoning Board of Appeals may reverse, modify or annul its original decision provided the Zoning Board of Appeals finds that the rights vested in persons acting in good faith reliance upon the reheard order, decision or determination will not be prejudiced thereby.

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5. A unanimous vote of all Zoning Board of Appeals members present is required to reverse, modify, or annul its original decision.

G. Planning Board Recommendation

Pursuant to General City Law Section 33.6, if a proposed subdivision plat contains one or more lots that do not comply with this Ordinance and, therefore, requires an area variance, then the Zoning Board of Appeals will request that the Planning Board provide a written recommendation concerning the proposed variance.

13.11 ZONING INTERPRETATION

A. Purpose

The interpretation process is intended to provide appropriate checks and balances on the administrative authority of the Zoning Officer.

B. Initiation

An aggrieved party may file an interpretation seeking to overturn a determination made by the Zoning Officer charged with the enforcement of this Ordinance.

C. Authority

The Zoning Board of Appeals will take formal action on interpretation applications.

D. Procedure

1. The Zoning Board of Appeals will conduct a public hearing on the interpretation application.
2. Within 62 days of receipt of a complete application, unless an extension of time is agreed to by the applicant and the Zoning Board of Appeals, the Zoning Board of Appeals will make a decision.
3. The Zoning Board of Appeals must evaluate the application based upon the evidence presented at the public hearing.
4. The Zoning Board of Appeals must affirm, modify, impose restrictions, or overrule the initial decision.
5. Every decision must be signed and dated by the Chairperson and must document the circumstances of the application and the findings on which the decision is based.
6. Every decision must be filed in the Office of the City Clerk within five business days thereof and a copy provided to the applicant and to the Building Department.

Part IV: Zoning Officer Applications

13.12 ZONING DETERMINATION

A. Purpose

The determination authority is intended to recognize that the provisions of this Ordinance, though detailed and extensive, cannot, as a practical matter, address every specific zoning issue. However, this zoning determination authority is not intended to add or change the essential content of the Ordinance.

B. Initiation

The City Council, Planning Board, Design Review Board, or a petitioner may initiate a zoning determination application.

C. Authority

The Zoning Officer will review and make final decisions on written requests for zoning determination.

D. Procedure

1. The Zoning Officer must review a written request for a determination and render the determination in writing.
2. The Zoning Officer may request additional information prior to rendering a determination. Until such additional material is received, review is temporarily suspended.

E. Appeal by Interpretation

A determination of the Zoning Officer may only be appealed if an application is filed within 60 days of the date the decision is filed in the Building Department.

13.13 SIGN PERMIT

A. Applicability

No sign, except those identified as exempt from a sign permit by this Ordinance, may be erected, constructed, altered, or relocated without first obtaining a sign permit.

B. Authority

The Zoning Officer is responsible for determining compliance.

C. Process

1. Plans and a sign permit application must be filed with the Zoning Officer showing the dimensions, materials, and required details of construction, including loads, stresses, anchorage, and other pertinent data.
2. Prior to issuance of a sign permit in the Historic Review and Architectural Review Overlay Districts, the Design Review Board will review all signs for compatibility per Section 13.9.
3. The permit application must be accompanied by the written consent of the owner of the premises upon which the sign is to be erected.
4. Once the application is complete, the Zoning Officer will examine the plans and specifications and the premises upon which the proposed sign is to be erected for compliance with this Ordinance.
5. Once the compliance is determined, the Building Inspector will release a sign permit.
6. If construction is not commenced within 120 days from the date of issuance, the permit expires.

13.14 TEMPORARY USE PERMIT - ZONING OFFICER APPROVAL

A. Purpose

1. A temporary use permit allows for the short-term use and/or placement of temporary structures on a lot. There are two levels of approval of temporary use permits - approval by the Zoning Officer and approval by the Planning Board, as stated within Section 8.5.
2. The temporary use permit regulates temporary uses that occur entirely on and within a lot. Temporary uses located within the public right-of-way are regulated separately by the City Code.

B. Authority

The Zoning Officer will review and make final decisions on temporary use permit applications as required by Section 8.5.

C. Procedure

The Zoning Officer will render a decision on the temporary use permit within 30 days of the date of receipt of a complete application. The Zoning Officer must review and evaluate the application, pursuant to the standards of this section, and approve, approve with conditions, deny the application, or refer the application to the Planning Board.

D. Approval Standards

All temporary uses must comply with the requirements of this Ordinance, including the temporary use standards of Section 8.5, and the following standards:

1. The temporary use does not adversely impact the public health, safety, and welfare.
2. The temporary use is operated in accordance with any restrictions and conditions as the Police and Fire District, or other City officials, may require.
3. The temporary use does not conflict with another previously authorized temporary use.
4. The temporary use provides adequate parking if needed. If located on a lot with an operational principal use, does not impact the parking and site circulation of the principal use.
5. The temporary use permit is valid for the time period granted as part of the approval.

E. Appeal to the Zoning Board of Appeals

A decision of the Zoning Officer may only be appealed if an application is filed within 60 days of the date the decision is filed in the administrative office of the Zoning Officer.

Part V: City Council Applications

13.15 ZONING TEXT AND MAP AMENDMENT

A. Purpose

The regulations imposed and the districts created by this Ordinance may be amended from time to time in accordance with this section. This process for amending the Ordinance text or the Zoning Map is intended to allow modifications in response to omissions or errors, changed conditions, or changes in City policy. Amendments are not intended to relieve particular hardships or confer special privileges or rights upon any person or party.

B. Initiation

The City Council, Planning Board, Design Review Board, Zoning Board of Appeals, or petitioner may propose a zoning text or map amendment.

C. Authority

1. The City Council shall have the authority to amend this Chapter or the Zoning Map.

D. Procedure

1. Determination of Merit for Review by City Council

a. The City Council will determine whether the Planning Board, Design Review Board, or Zoning Board of Appeals recommendation or petitioner's application has merit for review and if it will be considered.

b. No determination of merit is required if the owners of 50% or more of the frontage in any district, or part thereof, present a petition duly signed and acknowledged to the City Council requesting an amendment of the regulations prescribed for that district, or part thereof. The Council must vote on the petition within 90 days of filing with the Secretary of the City Council.

c. Upon determination that a proposed amendment has merit for review or is exempt from such determination, the City Council shall seek advisory opinion from the City Planning Board, and the Saratoga County Planning Board as required by General Municipal Law. In addition, for text or map amendments to the design review process, districts, or landmarks, the Council must seek an advisory opinion from the Design Review Board.

2. Action by Planning Board

a. Upon referral, the Planning Board will consider the proposed zoning amendment at a public meeting. The Planning Board may hold a public hearing at its discretion.

b. The Planning Board must evaluate the application based upon the evidence presented at the public meeting, pursuant to the approval standards of this section. For zoning text amendments, the Planning Board must recommend approval, approval with modifications, or denial of the application. For zoning map amendments, the Planning Board must recommend approval or denial of the application.

c. Within 60 days of referral, the Planning Board must forward its recommendation to the City Council, unless an extension is agreed to by mutual consent.

3. Action by Design Review Board - Design Review Process Amendments

a. Upon referral, the Design Review Board will consider the proposed zoning amendment at a public meeting.

b. The Design Review Board must evaluate the application and find that the proposed revision is not contrary to the intent and objects of historic review and architectural review. The Design Review Board must recommend approval, approval with modifications, or denial of the application.

c. Within 60 days of referral, the Design Review Board must forward its recommendation to the City Council, unless an extension is agreed to by mutual consent.

4. Action by City Council

The City Council, after receiving recommendations from the City Planning Board, the Saratoga County Planning Board, and, if applicable, Design Review Board, will hold a public hearing, subject to the noticing requirements of Section 13.3. The City Council may take action in the form of approval, approval with modifications, or denial on applications for zoning text amendments, and approval or denial on applications for zoning map amendments.

E. Approval Standards

The Planning Board recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion. However, in making their recommendation and decision, the Planning Board and the City Council must consider the following standards. The approval of amendments is based on these standards and any additional relevant factors.

1. Approval Standards for Map Amendments

- a. The consistency of the proposed amendment with the Comprehensive Plan and associated adopted land use policies.
- b. The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
- c. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.
- d. The extent to which the proposed amendment creates or eliminates nonconformities.
- e. Whether adequate public facilities are available including, but not limited to, schools, parks, police and fire protection, roads, sanitary sewers, storm sewers, and water lines, or are reasonably capable of being provided prior to the development of the uses, which would be permitted on the subject property if the amendment were adopted.

2. Approval Standards for Text Amendments

- a. The consistency of the proposed amendment with the Comprehensive Plan and whether the proposed amendment provides a more workable way to achieve the intent and purposes of this Ordinance and the Comprehensive Plan.
- b. The consistency of the proposed amendment with the intent and general regulations of this Ordinance.
- c. The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
- d. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.
- e. The extent to which the proposed amendment creates nonconformities.

F. Written Protest of Amendment

- 1. A protest against an amendment to this Ordinance must be signed by the owners of one or more of the following:
 - a. 20% or more of the land area included in the proposed amendment.
 - b. 20% or more of the land area immediately adjacent to and extending 100feet from the land area included in the proposed amendment.
 - c. 20% or more of the land directly opposite thereto and extending 100 feet from the street, road, or highway frontage of such opposite land.
- 2. A protested amendment requires the favorable vote of at least four Council members.

13.16 PLANNED UNIT DEVELOPMENT

A. Purpose

Planned unit developments (PUD) are a special approval intended to encourage and allow more creative and flexible development of land than is possible under district zoning regulations and should only be applied to further those applications that provide compensating amenities to the City. Approved planned unit developments are located in Chapter 167 of the City Code.

B. Initiation

The entire property proposed for the planned unit development must be in single ownership or under unified control. All owners of the property must be included as joint applicants on all applications and all approvals will bind all owners.

C. Authorization

A planned unit development shall require approval by the City Council. A planned unit development may be authorized in all zoning districts except the RR District.

D. Permitted Density

The maximum density permitted in any proposed PUD, or subsequent amendment thereto, shall not cumulatively exceed 20% in addition to the maximum density envisioned by either the current Comprehensive Plan or by the applicable zoning in effect immediately prior to the adoption of the original PUD, whichever is lower.

E. Exceptions from District Regulations

1. A planned unit development is subject to the underlying zoning district regulations, including use, parking, signs, and all other district regulations, unless an exception is specifically granted. The Planning Board may recommend, and the City Council may grant, exceptions to the zoning district regulations, including use, for a planned unit development.
2. Exceptions from district regulations may be granted for planned unit developments, if the exceptions:
 - a. Enhance the overall merit of the planned unit development.
 - b. Promote the objectives of both the City and the development.
 - c. Enhance the quality of the design of the structures and the site plan.
 - d. Will not cause excessive adverse impact.
 - e. Are compatible with adopted City land use policies.
 - f. Provide a public benefit to the City, as described below.
3. In no case may an exception to district regulations be granted unless the applicant demonstrates a substantial benefit to the City. Design characteristics and amenities to be considered in this determination include, but are not limited to, the following examples. Additional benefits not listed below may be included. Dependent on the nature and scale of the PUD, a combination of different types of benefits may be required.
 - a. Community amenities, including plazas, malls, formal gardens, and public art, and bicycle, transit, and pedestrian facilities.
 - b. Preservation of existing environmental features.
 - c. Preservation of historic features.
 - d. Open space and recreational amenities such as recreational open space, including accessory buildings, trails and fitness courses, and playgrounds, dog parks, skate parks, and similar recreational features.
 - e. Reduction of impervious surface throughout the development below the threshold required by the district.
 - f. Adaptive reuse of existing buildings.
 - g. Affordable housing set-asides.

F. Public Improvements and Public Realm Design

1. If required, public improvements must be constructed and designed in accordance with Article 15 of this Ordinance unless specifically exempted by City Council.
2. If required, improvements to the public realm must be constructed and designed in accordance with Article 18 of this Ordinance unless specifically exempted by City Council.

G. Procedure

The following procedures, requirements, restrictions, and conditions are required. The approval of a planned unit development includes a pre-application consultation, concept plan, development plan approval, and final site plan approval.

1. Pre-Application Consultation

- a. Prior to formal submittal of an application, a pre-application conference with the Planning Department Staff is required.
- b. At a pre-application consultation, the applicant must provide:
 - i. A map (or maps) in general form containing the proposed land uses, the natural features of the development site, the character and approximate location of all roadways and access drives proposed, the location of all adjacent public streets, public utilities, and schematic drawings showing the size, character, and disposition of buildings on the site.
 - ii. A summary of the public benefits and amenities and any anticipated exceptions to this Ordinance.
 - iii. A written statement containing a general explanation of the planned unit development, including a statement of the present ownership of all the land within said development and the expected schedule of construction.
- c. The purpose of such pre-application consultation is to make advice and assistance available to the applicant before preparation of the development plan, so that the applicant may determine whether the proposed planned unit development is in compliance with this Ordinance and other applicable regulations, and whether the proposed planned unit development aligns with the adopted land use policies of the City.
- d. The pre-application conference does not require formal application, fee, or filing of a planned unit development application. Any opinions or advice provided by Planning Department Staff are in no way binding with respect to any official action that may be taken on the subsequent formal application. No decision will be made on the application.

2. Concept Plan

Along with a formal application for a planned unit development, the applicant must submit a concept plan for consideration by City Council. At minimum, the concept plan must consist of the following:

- a. A map or maps in general form containing the proposed land uses, the natural features of the development site, the character and approximate location of all roadways and access drives proposed within the planned unit development, the location of all adjacent public streets, public utilities, and schematic drawings showing the size, character, and disposition of buildings on the site.
- b. A written statement containing a general explanation of the planned unit development, including a statement of the present ownership of all the land within said development and the expected schedule of construction.
- c. Detailed information regarding the public benefits and amenities proposed to be provided.
- d. Sufficient information to demonstrate compliance with the Approval Standards of Section 13.16.G.3.f to be evaluated by City Council and the Planning Board.
- e. Proposed legislation which specifies the requirements of the underlying zoning district and authorizes any desired exceptions or expected deviations from the requirements of this Ordinance.

3. Development Plan Process

a. Determination of Merit for Review by City Council

- i. The City Council will determine whether the planned unit development application has merit for review and if it will be considered.
- ii. No determination of merit is required if the owners of 50% or more of the frontage in any district, or part thereof, present a planned unit development to the City Council. The Council must vote on the petition within 90 days of filing with the Secretary of the City Council.
- iii. Upon determination that a planned unit development application and Concept Plan has merit for review or is exempt from such determination, the City Council shall refer the application to the City Planning Board for review, refinement, and recommendation. In addition, for planned unit development applications involving an architectural or historic review district, the Council shall refer the application to the Design Review Board.

b. Action by the Planning Board

- i. Upon referral, the Planning Board will consider the proposed concept plan at a public meeting. The Planning Board may hold a public hearing at its discretion.
- ii. The Planning Board must evaluate the application based upon the information presented at the public meeting, pursuant to the approval standards of this section. The Planning Board must recommend approval, approval with modifications, or denial of the development plan.
- iii. Within 90 days of receipt of referral, the Planning Board must forward its recommendation to the City Council, unless an extension is agreed to by mutual consent.

c. Action by the Design Review Board

- i. For planned unit developments involving any property within the Historic and Architectural Review Overlay Districts, an advisory opinion from the Design Review Board is required.
- ii. Upon referral, the Design Review Board will consider the proposed PUD at a public meeting.
- iii. The Design Review Board must evaluate the application and make a determination on whether the proposed revision is consistent with the intent and objectives of Historic and Architectural Review Overlay Districts and the design review process. The Design Review Board must recommend approval, approval with modifications, or denial of the application.
- iv. Within 90 days of receipt of referral, the Design Review Board must forward its recommendation to the City Council, unless an extension is agreed to by mutual consent.

d. Action by City Council

Through the process of review by the Planning Board and the Design Review Board, if applicable, the applicant shall incorporate any necessary recommendations and refine the Concept Plan into a finalized, actionable Development Plan.

The City Council will determine whether to consider the PUD Development Plan for formal action. Should they determine to consider the PUD Development Plan for formal action, the City Council will refer the Development Plan to the Saratoga County Planning Board for review. With consideration of the advisory opinions from the City Planning Board, the County Planning Board and, if applicable, the Design Review Board, the City Council will hold a public hearing, subject to the noticing provisions of Section 13.3. Following public hearing and SEQRA evaluation, City Council may take action in the form of approval, approval with modifications, or denial of the development plan. The City Council may, at any time, return the application to the Planning Board for additional review and recommendations.

e. Conditions

The Planning Board may recommend and the City Council may impose conditions and restrictions upon the establishment, location, construction, maintenance, and operation of the planned unit development as may be

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deemed necessary for the protection of the public health, safety, and welfare. Such conditions and restrictions must be reflected in the final site plan.

f. Approval Standards

The recommendation of the Planning Board and decision of the City Council must make a finding that the following standards for a planned unit development have generally been met.

- i. The proposed planned unit development is consistent with the goals and objectives of the Comprehensive Plan.
- ii. The proposed planned unit development meets the purpose of a planned unit development.
- iii. The proposed planned unit development will not impede the normal and orderly development and improvement of surrounding property.
- iv. There is provision for adequate utilities and infrastructure, drainage, off-street parking and loading, pedestrian access, and all other necessary facilities.
- v. There is provision for adequate vehicular ingress and egress designed to minimize traffic congestion upon public streets. A traffic study may be required to provide evidence that the circulation system is adequate.
- vi. The location and arrangement of structures, parking areas, walks, landscape, lighting, and other site design elements, are compatible with the surrounding neighborhood and adjacent land uses.

g. Expiration and Extensions

- i. The development plan approval expires if a complete application for approval of a final plan has not been filed within one year after the date the City Council grants development plan approval. As part of the approval of the development plan, the City Council may extend this period of time including approval of a phasing plan where the validity period is longer than one year for the planned unit development.
- ii. An extension of this one year period may also be granted by the City Council if the applicant requests an extension in writing prior to the expiration date of the approval. A public hearing for an extension of time of a development plan is not required.

h. Written Protest of PUD

- i. A protest against a proposed PUD must be signed by the owners of one or more of the following:
 - 20% or more of the land area included in the proposed PUD.
 - 20% or more of the land area immediately adjacent to and extending 100 feet from the land area included in the proposed PUD.
 - 20% or more of the land directly opposite thereto and extending 100 feet from the street, road, or highway frontage of such opposite land.
- ii. A protested PUD requires the favorable vote of at least four Council members.

4. Final Site Plan

a. Action by Planning Department Staff

The Planning Department Staff will review the final site plan upon receipt of the complete final site plan application and take the following action:

- i. If the final site plan is in substantial compliance with the approved development plan, the Planning Department Staff will certify to the Planning Board that the final site plan is in substantial conformance with the previously filed development plan.

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ii. If the final site plan is not in substantial conformance with the approved development plan, the Planning Department Staff must inform the applicant as to specific areas found not to be in compliance, and the applicant must resubmit the final site plan to the Planning Department Staff with changes to those areas found not to be in substantial compliance and the validity of the development plan remains in effect. If the revised final site plan remains noncompliant with the development plan, the applicant may request that the Planning Department Staff render a decision to be forwarded to the Planning Board. In such case, the Planning Department Staff will advise the Planning Board on any areas of noncompliance with the development plan.

b. Action by Planning Board

Upon receipt of the Planning Department Staff evaluation, the Planning Board must review the final site plan. The Planning Board must approve or deny the final plan. If denied, the applicant may reapply by submitting a new final site plan and the validity of the development plan remains in effect. Alternatively, the applicant may submit the final plan as a new development plan at the development plan stage.

c. Effect of Approval

After final site plan approval, the final site plan will constitute the development regulations applicable to the subject property. The planned unit development must be developed in accordance with the final site plan, in addition to the zoning district regulations otherwise applicable to the property. Violation of any condition is a violation of this Ordinance and constitutes grounds for revocation of all approvals granted for the planned unit development.

d. Expiration and Extensions

i. The final site plan approval expires if a building permit has not been issued within two years after the date of final site plan approval. As part of the Planning Board approval of the final site plan, the Planning Board may extend this period of time including approval of a phasing plan where the validity period is longer than two years for the PUD.

ii. An extension of this two year period may also be granted by the City Council if the applicant requests an extension in writing prior to the expiration date of the approval. A public hearing for an extension of time of a development plan is not required.

H. Modifications to Approved Final Site Plans

No adjustments may be made to the approved final site plan, except upon application to the City in accordance with the following.

1. Minor Modifications

The Planning Board may approve the following minor modifications to an approved final site plan when it is determined by the Planning Board that such changes are in general conformance with the approved development plan. Any changes considered a major modification, as defined in this section, cannot be approved as a minor modification and any proposed change that is not compliant with the existing PUD legislation, development plan, or the underlying zoning district may not be evaluated as a minor modification. The Planning Board, at its sole discretion, may choose to classify a modification that meets the criteria of this section as a major modification to be approved by the City Council. No notice is required for a minor modification. When calculating percentages, all fractions are rounded up to the nearest whole number.

a. Changes required during construction when related to final engineering issues such as topography, drainage, underground utilities, structural safety, or vehicular circulation, to be confirmed by the City Engineer.

b. Changes in building location of no more than ten feet that continue to meet the requirements of this Ordinance and any conditions of the final plan approval.

c. Changes to a structure that do not increase the building footprint, gross floor area, or height.

d. Changes in building design, including building materials, that continue to meet the requirements of this Ordinance and any conditions of the final plan approval.

e. Modifications to the approved landscape plan that do not result in a reduction of the total amount of plant material required and conform with all landscape requirements of this Ordinance.

f. An increase or decrease in building height of up to 10%.

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- g.** An increase or decrease in building coverage up to 10%.
- h.** A change in the location of walkways, vehicle circulation ways, and parking areas up to 20 feet.
- i.** An increase or decrease in the number of parking spaces of up to 20 parking spaces.
- j.** A change to the landscape plan that results in a reduction of plant material but does not violate the landscape requirements of this Ordinance.
- k.** Altering any final grade by no more than 20% of the originally planned grade.

2. Major Modifications

- a.** The City Council, following a public meeting and recommendation by the Planning Board and a SEQRA determination, may approve any other changes to an approved final site plan that do not qualify as a minor modification. In addition, any of the following are considered major modifications:
 - i.** Any request for an extension of time of the approved final site plan.
 - ii.** Changes to any conditions imposed as part of the approved final site plan.
 - iii.** Reductions or alterations in the approved public benefit and amenities to be provided.
 - iv.** Any development action that does not comply with zoning district regulations.
- b.** The Planning Board will consider the proposed major modification at a public meeting. The Planning Board will then forward its recommendation to the City Council. The City Council may approve a major modification to a final site plan if they find such changes are in general conformance with the approved development plan, necessary for the continued successful functioning of the planned unit development, respond to changes in conditions that have occurred since the final site plan was approved, and/or respond to changes in adopted City land use policies.
- c.** Upon review of the proposed major modifications, the City Council may determine that the proposed modifications constitute a new planned unit development and the final plan must be resubmitted as a development plan and follow the procedures of approval in this Section. The applicant may submit the final site plan as a new development plan at the development plan stage.

15.10 CONSTRUCTION AND INSPECTIONS

Construction and inspections are conducted by the Department of Public Works.

A. Pre-Construction Conference

Following final plat and site plan approval, a pre-construction conference must be held with the Department of Public Works and relevant department staff to discuss construction schedules, process and inspections.

B. Construction Notifications

The owner or designated representative must notify the Department of Public Works 48 hours prior to commencing any work and prior to resuming work if the contractor is absent from the site for more than seven days. In addition, the Department of Public Works must be notified prior to any of the following construction activities:

1. Site clearing
2. Sanitary sewer installation
3. Storm sewer installation
4. Waterline installation
5. Sub-grade preparation
6. Gravel installation
7. Asphalt binder and wearing courses and curbing
8. Blasting
9. Any special construction

Failure to notify the Department of Public Works of these activities prior to completion will make the work subject to rejection, excavation, and inspection at the applicant's expense.

C. Inspections

1. The Department of Public Works will inspect the required construction activity. The applicant is responsible for all inspection fees as established by the City Council.
2. If the Department of Public Works finds that the required improvements have not been constructed in accordance with approved plans and specifications, The Department of Public Works will report such to the City Attorney, the Building Inspector, and the Planning Board. The City Attorney will notify the applicant and, if necessary, the financial guarantor, and take all necessary steps to preserve the City's rights under the performance guarantee.
3. The Department of Public Works has the authority to suspend work on any site if it is found to be in violation of the approved plat or plan or is conducted in an unsafe or dangerous manner. All unauthorized activity must be suspended until the stop work order has been rescinded.
 - a. The stop work order must be in writing and must state the conditions under which the activity may resume.
 - b. The stop work order will be presented to the person performing the work and, if different, the property owner in person or by certified or registered mail, and may be placed upon a conspicuous portion of the building or premises in use.

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4. The Department of Public Works has the authority to direct or take immediate action to abate or remedy any hazard or imminent danger to the public health, safety, or welfare. Any documented costs incurred by such action will be paid for by the owner of such property or person responsible. The City is authorized to institute a suit, if necessary, against the person liable for such expenses or to place a lien against the property in order to recover the said costs.

5. Upon completion of all required improvements, the applicant must submit proposed "as-built" drawings to the Department of Public Works for review and approval.

Article 16. Conservation Design

- 16.1 PURPOSE
- 16.2 APPLICABILITY
- 16.3 USES PERMITTED
- 16.4 CONSERVATION DESIGN PROCESS
- 16.5 CONSTRAINED LAND ANALYSIS
- 16.6 CONSERVATION FEATURES ANALYSIS
- 16.7 EXEMPTION FROM CONSERVATION DESIGN
- 16.8 CONSERVATION EASEMENTS
- 16.9 DIMENSIONAL AND SITING STANDARDS
- 16.10 DESIGN STANDARDS

16.1 PURPOSE

The purpose of conservation design is to achieve a balance between well designed residential development, meaningful open space conservation, and natural resource protection in the countryside by requiring conservation design instead of conventional subdivision. Conservation design standards guide development so that it locates and coordinates areas for development where the conservation of natural features is prioritized, and provides common open space areas for passive and/or active recreational use by residents of the development and, where appropriate, the larger community.

16.2 APPLICABILITY

Conservation design is required for subdivisions in the RR and SR Districts. The Planning Board may authorize conservation design in any residential district following an evaluation of the constrained land and conservation features analyses.

16.3 USES PERMITTED

Only single-family and single-family attached dwellings are permitted within a conservation design.

16.4 CONSERVATION DESIGN PROCESS

The following provides an overview of the conservation design process:

- A. The conservation design subdivision application process is as described in Article 14 and in accordance with this Article.
- B. Analysis of constrained land of the property is required, as identified in Section 16.5.
- C. Calculation of base density based on remaining developable land.
- D. Analysis of conservation features of the property is required, as identified in Section 16.6.
- E. The Planning Board will not accept any application that does not include complete constrained land and conservation features analyses sufficient for the Planning Board to make its conservation findings.
- F. Calculation of density bonus, if applicable.
- G. All constrained land and the conservation features must be placed within the conservation easement.
- H. The land area outside of the conservation easement, may be developed according to the density and design standards of Section 16.9.

16.5 CONSTRAINED LAND ANALYSIS

Constrained land is any land classified as:

- A. Wetlands.
 - 1. The conservation analysis must show all wetlands as defined by the Federal Clean Water Act and the NYS Department of Environmental Conservation (NYS DEC).

2. U.S. Fish and Wildlife Service National Wetlands Inventory maps, NYS DEC wetlands maps, and other sources required by the City may be used to identify wetlands.

3. If wetlands are present, a wetlands assessment must be submitted prior to consideration of a preliminary plat as required by the U.S. Army Corps of Engineers or the NYS DEC. The name and address of the individual who conducted the wetland assessment must be indicated on the development project plan.

4. Wetlands must be shown on the constrained land analysis by a line denoting the boundary of wetlands or a note stating that no wetlands exist on the site.

B. Watercourses. Topographic maps must be used to determine the presence of watercourses and drainage courses. If engineering studies provide the basis for topographic or flood plain information, they must be approved by a professional engineer.

C. 100-year floodplains as shown on FEMA flood insurance rate maps or more current sources of information.

D. Steep slopes over 15% of a minimum of 2,000sf of contiguous sloped area. The constrained land analysis must show existing slopes greater than 15%. Slopes between 15% to 25% must be distinguished from slopes greater than 25%.

16.6 CONSERVATION FEATURES ANALYSIS

A. Purpose

The purpose of the conservation analysis is to identify additional natural resources outside of constrained land to be preserved. The conservation analysis describes the importance and the current and potential conservation value of all land on the site. The conservation analysis shows those lands with conservation value including, but not limited to, the following:

1. Land exhibiting present or potential recreational, historic, cultural, ecological, agricultural, water resource, scenic, or other natural resource value, as identified in item B below.
2. Open space and recreational resources described in the City's Comprehensive Plan, Urban and Community Forest Master Plan, the Saratoga Springs Open Space Plan and the Saratoga Greenbelt Trail Plan, and any Natural Resources Inventory conducted by the City.

B. Conservation Features Analysis – Required Elements

A conservation features analysis must address, at a minimum, each element of this section, including statements that such resources are not present.

1. Sensitive Soils

The conservation analysis must show sensitive soils as identified on any soil survey prepared for a government body. Soil limitations on development must be noted on the conservation analysis. Severe soil limitations must also be noted and described, which are defined as having one or more of the following characteristics as identified below:

- a. Seasonal high water table
- b. Subject to flood hazard
- c. Poor drainage
- d. High shrink/swell potential
- e. Shallow depth to bedrock
- f. Excessive slopes
- g. High susceptibility to erosion
- h. Agriculturally significant soils

2. Wetland Buffers

Wetland buffers as required in Article 7.

3. Woodlands

The conservation analysis must show woodlands indicated by the most current aerial photos from the City or County, or other available sources. Woodlands are areas of trees whose combined canopies cover a minimum of 80% of an area of one acre or more. Such areas must be delineated by a circumferential line extending to the outer perimeter of the tree canopies. Tree varieties and range of size must be indicated. If historic aerial photos of the woodlands are available, those must be included as part of the analysis.

4. Threatened and Endangered Species

The conservation analysis must show generally the habitat and location of flora and fauna designated as rare, threatened, endangered, in need of conservation, or listed as watch list species, as determined by the U.S. Fish and Wildlife Service, NYS DEC, or other sources required by the City, known to exist on the property proposed for development.

5. Existing Wildlife

A general description of existing wildlife seen or known to exist on the subject property must be set forth in a note on the conservation analysis. The note must address potential wildlife management problems (e.g., displacement, residential interactions, road crossings, movement corridors) related to the proposed development.

6. Cultural and Historic Resources

Any cultural or historic resources identified by the City, NYS Office of Parks, Recreation, and Historic Preservation, and any other known or identified cultural or historic resources.

7. Context

In addition to describing the conservation features on-site, an inventory of conservation features within 200 feet of the subject property's boundary is required. In addition to the conservation features outlined in this section, the context analysis should also show any constrained features (per Section 16.5 above) within this 200 foot area.

16.7 EXEMPTION FROM CONSERVATION DESIGN

If, based upon the conservation analysis, the Planning Board determines in its conservation findings that there is no reasonable basis for requiring a conservation subdivision, the Board may approve a conventional development of the site. Such determination will be made during the sketch plat process.

A. In order for the Planning Board to make such a determination, the applicant must demonstrate at least one of the following:

1. The land contains no substantial resources with conservation value and no areas offer an opportunity for restoration.
2. The acreage is too small to preserve a substantial amount of land with conservation value. This criterion cannot be evaded by piecemeal subdivision of larger tracts.
3. The lot configuration is unique and precludes preservation of a substantial amount of land with conservation value.
4. That there are extraordinary circumstances unique to the parcel that demonstrates that conventional subdivision is in the best interest of the adjacent neighborhoods.

B. The applicant must also demonstrate that the property does not adjoin other land that, when combined with open space on the subject parcel, would result in the preservation of a substantial amount of land with conservation value, including any portion of a designated trail corridor, regardless of whether or not the adjoining parcels have been protected as open space.

C. An approval of a conventional subdivision must refer to the conservation findings and may be conditioned upon the protection by conservation easement of select portions of the site identified in the constrained land and conservation analyses and findings as having conservation value.

16.8 CONSERVATION EASEMENTS

A. Required Land Area for Conservation Easement

The preliminary plat must show the following land to be preserved by conservation easement:

1. Constrained Land

All land identified as constrained land, as defined in Section 16.5.

2. Conservation Features

a. Conservation features identified in the conservation features analysis, as described in Section 16.6, will be reviewed and analyzed by the Planning Board during the initial preliminary plat review to determine which of the identified areas are most important to preserve. The Planning Board will indicate which of the lands identified in the conservation features analysis are most important to preserve. The Planning Board will make the final determination as to which land has the most conservation value and must be protected from development by conservation easement.

b. The Planning Board will identify the following minimum amounts of land area of conservation features to be preserved in a conservation easement. These minimums are calculated based on land area minus all constrained lands.

i. In the RR District, a minimum of 50% of the developable land area must be conserved.

ii. In the SR District and other residential districts, a minimum of 35% of the developable land area must be conserved.

c. As part of this analysis, the preliminary plat must also show preferred locations for intensive development and acceptable locations for less dense development.

d. Whenever the Planning Board approves a plat with protected open space, it must make written findings identifying the specific conservation values protected and the reasons for protecting such land (conservation findings).

B. Conservation Easement Requirements

The conservation easement will include all constrained lands and those conservation features identified by the Planning Board in item A above.

1. A perpetual conservation easement restricting development of the land identified in item A above and allowing use only for agriculture, forestry, passive recreation, protection of natural resources, or similar conservation purposes, pursuant to § 247 of the General Municipal Law and/or §§ 49-0301 through 49-0311 of the Environmental Conservation Law, is required. A land management plan is required that describes the ownership and maintenance of the easement in one of the forms allowed in Section 15.8.F, and must be approved by the Planning Board. Applicants must submit a digital file that indicates the location of the conservation easement that can be integrated into the City's GIS mapping system.

2. The conservation easement may be contained in a separate lot within the development, which does not include any other development. Alternatively, it may be included as a portion of one or more lots within the development where dwellings may be constructed on that portion of the lot not in a conservation easement.

3. Such conservation easement must be approved by the Planning Board and is required as a condition of final plat approval. The Planning Board will require that the conservation easement be enforceable by the City if the City is not the holder of the conservation easement.

4. The conservation easement must be recorded in the County Clerk's Office prior to or simultaneously with the filing of the final plat in the County Clerk's Office. Proof of such recording must be provided to the City prior to a building permit being issued.

5. A land management plan, approved by the Planning Board, must be included in the conservation easement. The conservation easement must provide that if the City Council finds that the land management plan has been violated in a manner that renders the condition of the land a public nuisance, the City may, upon 30 days written notice to the owner, enter the premises for necessary maintenance, and that the cost of such maintenance by the

City will be assessed against the landowner or, in the case of an homeowner's association, the owners of properties within the development. If unpaid, it will become a tax lien on such property or properties.

6. The conservation easement must be clearly delineated and labeled on the final plat as to its use, ownership, management, method of preservation, and the rights, if any, of the owners of lots in the subdivision and the public to the land under the easement. The final plat must clearly show that the land is permanently preserved for conservation purposes by a conservation easement required by this section, and include deed recording information in the County Clerk's office for the conservation easement.

16.9 DIMENSIONAL AND SITING STANDARDS

The following dimensional and siting standards apply with a conservation design.

A. Density

The permitted residential density for the development as a whole is calculated as follows:

1. Subtract the constrained land (Section 16.8.A) from the total area of the parcel to determine developable land.
2. Divide the developable acreage by the minimum lot size for a single-family dwelling of the zoning district. Fractions of less than one-half are disregarded and fractions of one-half or more are rounded up. This determines the total number of lots allowed within the development.
3. The constrained land and the minimum percentage of the remaining developable land per Section 16.8.A.2.b must be placed in conservation easement. The remaining land will include the dwellings.
4. Density may be increased by up to 20%, at the discretion of the Planning Board, where it finds one of the following:
 - a. The project provides public open space or public recreation benefits. Examples of such benefits include, but are not limited to: the provision of a new recreational opportunity available to the public in an area where there has not been such an opportunity; and the provision of public access to an important natural or park area.
 - b. The project provides a desirable mix of affordable housing. Examples include the provision of at least 20% of the housing mix below the median housing price. Such houses or lots must be set aside for purchase by low and moderate income households, as those terms are currently defined by the City's Community Development Office. The Board may establish such other conditions with respect to the purchase and occupancy of affordable housing, as it deems appropriate.
5. There is no minimum lot size in a conservation design. The Planning Board will determine appropriate lot sizes in the course of its review of a conservation design based upon the purposes and design criteria established in this Article.

B. Dimensional Standards

The applicant will propose dimensional standards for lots within a conservation design in conformance with Table 16-A: Dimensional Standards for Conservation Design below. The Planning Board as indicated in Table 16-A below may modified the standards as part of the approval.

Table 16-A: Dimensional Standards for Conservation Design	
Minimum Lot Area	Determined by Planning Board
Minimum Lot Width	Determined by Planning Board
Maximum Building Coverage	Unless modified by the Planning Board: 2 or more acres: 20% 1 acre to less than 2 acres: 25% Less than 1 acre: 30%
Maximum Impervious Surface Coverage	Unless modified by the Planning Board: 2 or more acres: 20% 1 acre to less than 2 acres: 40% Less than 1 acre: 60%
Maximum Building Height	No modification allowed from underlying zoning district
Minimum Front Setback	20' unless modified by the Planning Board
Minimum Interior Side Setback	15' unless modified by the Planning Board
Minimum Corner Side Setback	10' unless modified by the Planning Board
Minimum Rear Setback	30' unless modified by the Planning Board

C. Lot Arrangement

1. Lots must be arranged in a manner that protects land of conservation value, and facilitates pedestrian and bicycle circulation. Permitted building locations or areas ("building envelopes") must be shown on the final plat.
2. For developments of more than 40 residential dwellings, dwellings must be clustered according to the following standards. The Planning Board may waive this requirement as part of conservations design approval.
 - a. Each residential cluster is limited to no more than 20 dwellings.
 - b. Residential clusters should be located a minimum of 150 feet apart lot line to lot line, separated by greenbelts or other natural features. The greenbelts may include bike paths or hiking trails, but no development is permitted within these separation areas.
 - c. Residential clusters must be located to minimize negative impacts on the natural, scenic, and cultural resources of the site.
 - d. Residential clusters must be sited to achieve the following goals:
 - i. Minimize disturbance to natural areas. Clear-cutting is prohibited.
 - ii. Prevent downstream impacts due to runoff through adequate on-site stormwater management practices.
 - iii. Protect scenic views of open land from adjacent roads to the extent practical.
 - e. Whenever possible, open space must connect with existing or potential open space on adjoining parcels and local or regional recreational trails.
 - f. Whenever possible, fragmentation of woodland areas and other natural ecosystems must be avoided. Contiguous swaths of undisturbed or restored habitat should be preserved to create corridors for the movement of wildlife and natural resources, and to promote biodiversity.

16.10 DESIGN STANDARDS

A. Landform

Landform is the gradient, slope form, and orientation of development in relationship to the shape of the land. Landform is the signature element that is essential for achieving an environment that has its own identity or sense of place.

1. Locally distinct natural landform features should generally be left in a natural state.
2. Natural rural landforms are typically soft and roll due to the rounding effect of wind and water over time. Geometric landforms may also be present in areas of shallow bedrock or seasonal flooding. The character and diversity of the natural landform should be reflected in grading to accommodate development.
3. Minimize cuts and fills. When grading is necessary, slopes should be graded to mimic existing slopes and blend smoothly into the surrounding landform. Graded slopes should be a maximum of 1:5 and gradually blend into surrounding slopes.

B. Vegetation

Vegetation is the review of varying plant forms and their relationship to development and its mass on the landscape. In addition to the benefits plants offer the ecological system (soil stabilization, clean air, wildlife habitat) their presence or absence, how they are configured or arranged, and their species has a significant influence on development character. In the rural environment vegetation, not structures, is the primary determinant of how far we can see and where we look. Every effort should be made to:

1. Preserve existing vegetation patterns and species mix and density.
2. Select and place new vegetation in ways that enhance the indigenous vegetation characteristics.
3. Vegetation in undeveloped rural areas is typically clustered. Rural vegetation should not be in geometric patterns that are associated with the urban environment.
4. Use existing vegetation and topography to screen new buildings if possible.

C. Structures

The height, placement, form, and pattern of building envelopes can establish an urban or rural character to any development. The intent of this section is to identify building envelopes, forms and patterns that are complementary to and reflective of rural characteristics.

1. Building envelopes in rural areas should be designed to maximize the preservation of the site's natural features (e.g., landform, vegetation), whereas, in more urban environments, sites are more often modified to accommodate the building.
2. The placement of building envelopes in relationship to rights-of-way critically affects the character of a community. Varied setbacks provide a different experience than a street where buildings are placed uniformly along a street.
3. Rural placement is historically deeper and more varied than in urban environments and therefore recommended.
4. When building envelopes must be placed in open fields they should be oriented to and reflect the alignment and orientation of the site's natural features.
5. Site building envelopes so that treetops and crest lines of hills as seen from public places and roads will screen future buildings. Use vegetation as a backdrop to reduce the prominence of the structure. Wherever possible, open up views by selective cutting of small trees and pruning lower branches of large trees, rather than by clearing large areas or removing mature trees.
6. The dominant visual context from the rural roads should be of natural and agricultural features, with structures visually subservient. Typically, development should be interior lot development with 70% of the immediate highway viewshed preserved.

7. The following structural guidelines apply only to structures in conservation subdivisions, which are also located in architectural review districts. The intent in these areas is to have the mass and roof forms of structures contribute to the rural character of the development. These guidelines are examples of the preferred way to design and site uses but they should not be considered the only acceptable solution.

a. Massing of structures or structural elements influences rural character. Historically, rural buildings were often an assemblage of additions. These additions over time created a complexity of roof forms that have become icons associated with our rural agrarian environments.

b. Rural roof form options include, but are not limited to, symmetrically pitched or hip roofs with or without gables and horse barn-type roof ends.

D. Circulation Systems

Circulation systems are comprised of both vehicular, pedestrian, and bicycle systems. In general, rural systems are curvilinear in alignment, a pattern that evolved out of historic systems following the lines of least resistance (e.g., stream corridors) following natural landforms.

1. Whenever possible, roads (and the resultant lot layout) should be planned and designed so the site's cultural and environmental features are preserved and enhanced.

2. Vehicular and pedestrian circulation systems should retain and reuse historic farm roads, railroads, trolley lines and lanes. This guideline allows a development to build upon the site's historic context while minimizing clearing and disruption of the landscape. Care should be taken to apply this guideline only where its implementation would not destroy the historic lanes, hedgerows, and stone walls it was meant to preserve. Otherwise, vehicular and pedestrian circulation systems should be arranged to reflect the patterns of the site landform, vegetation, water bodies and vegetation massing.

3. Minimize clearing of vegetation at the edge of the road, clearing only as much as is necessary to create a driveway entrance with adequate sight distance. Use curves in the driveway to increase the screening of buildings.

4. Rural road edges are historically unprotected (e.g., no curbs or gutters, with only a shoulder for user safety).

5. Trail systems connecting destination areas should be designed in accordance with the guidelines of the Saratoga Greenbelt Trail Plan, comprised of flexible materials (e.g., asphalt, stone dust, bark, wood chips), and connect areas of concentrated development.

6. Sidewalks should only be used to connect facilities within areas of concentrated development.

Article 17. Stormwater Management

- 17.1 STATUTORY AUTHORITY
- 17.2 PURPOSE AND FINDINGS OF FACT
- 17.3 STORMWATER MANAGEMENT OFFICER
- 17.4 APPLICABILITY
- 17.5 STORMWATER POLLUTION PREVENTION PLANS (SWPPP)
- 17.6 PERFORMANCE AND DESIGN CRITERIA
- 17.7 MAINTENANCE AND REPAIR OF STORMWATER FACILITIES
- 17.8 ADMINISTRATION AND ENFORCEMENT
- 17.9 DEFINITIONS

17.1 STATUTORY AUTHORITY

In accordance with Article 10 of the Municipal Home Rule Law of the State of New York, the City Council of Saratoga Springs has the authority to enact local laws and amend local laws and for the purpose of promoting the health, safety, and welfare of the City, and for the protection and enhancement of its physical environment. The City Council of Saratoga Springs may include in any such local law provisions for the appointment of any municipal officer, employees, or independent contractor to effectuate, administer and enforce such local law.

17.2 PURPOSE AND FINDINGS OF FACT

A. Purpose

The purpose of these regulations is to establish minimum stormwater management requirements and controls to protect and safeguard the general health, safety, and welfare of the public residing within this jurisdiction and to address the findings of fact of item B below. This Article seeks to meet those purposes by achieving the following objectives:

1. Meet the requirements of Minimum Control Measures 4 and 5 of the SPDES General Permit for Stormwater Discharges from Municipal Separate Stormwater Sewer Systems (MS4s), Permit No. GP-0-15-003 or as amended or revised.
2. Require land disturbance activities to conform to the substantive requirements of the New York State Department of Environmental Conservation State Pollutant Discharge Elimination System (SPDES) General Permit for Construction Activities GP-0-20-001 or as amended or revised.
3. Minimize increases in stormwater runoff from land disturbance activities in order to reduce flooding, siltation, increases in stream temperature, and streambank erosion and maintain the integrity of stream channels.
4. Minimize increases in pollution caused by stormwater runoff from land disturbance activities which would otherwise degrade local water quality.
5. Minimize the total annual volume of stormwater runoff which flows from any specific site during and following development to the maximum extent practicable.
6. Reduce stormwater runoff rates and volumes, soil erosion and non-point source pollution, wherever possible, through stormwater management practices and to ensure that these management practices are properly maintained and eliminate threats to public safety.

B. Findings of Fact

It is hereby determined that:

1. Land disturbance activities and associated increases in site impervious cover often alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, stream channel erosion, or sediment transport and deposition.
2. This stormwater runoff contributes to increased quantities of waterborne pollutants, including siltation of aquatic habitat for fish and other desirable species.
3. Clearing and grading during construction tends to increase soil erosion and add to the loss of native vegetation necessary for terrestrial and aquatic habitat.

Article 17. Stormwater Management

4. Improper design and construction of stormwater management practices can increase the velocity of stormwater runoff thereby increasing stream bank erosion and sedimentation.
5. Impervious surfaces allow less water to percolate into the soil, thereby decreasing groundwater recharge and stream base flow.
6. Substantial economic losses can result from these adverse impacts on the waters of the municipality.
7. Stormwater runoff, soil erosion and non-point source pollution can be controlled and minimized through the regulation of stormwater runoff from land disturbance activities.
8. The regulation of stormwater runoff discharges from land disturbance activities in order to control and minimize increases in stormwater runoff rates and volumes, soil erosion, stream channel erosion, and non-point source pollution associated with stormwater runoff is in the public interest and will minimize threats to public health and safety.
9. Regulation of land disturbance activities by means of performance standards governing stormwater management and site design will produce development compatible with the natural functions of a particular site or an entire watershed and thereby mitigate the adverse effects of erosion and sedimentation from development.
10. The boundaries of the City's Municipal Separate Sewer System (MS4) is defined as the entire City of Saratoga Springs, and all lands within its corporate limits.

17.3 STORMWATER MANAGEMENT OFFICER

A. The City designates the City Engineer or his/her designee as the Stormwater Management Officer. The Stormwater Management Officer shall accept and review all stormwater pollution prevention plans and forward such plans to the applicable City board. The Stormwater Management Officer may:

1. Review the plans.
2. Upon approval by the City Council, engage the services of a registered professional engineer to review the plans, specifications and related documents at a cost not to exceed a fee schedule established by the City Council.
3. Accept the certification of a licensed professional that the plans conform to the requirements of this chapter.

17.4 APPLICABILITY

A. A stormwater pollution prevention plan (SWPPP) is required as follows:

1. Basic SWPPP is required for residential development disturbing 1.0 to 5.0 acres, unless a full SWPPP is required by Section 17.5.B.1.a.
2. Full SWPPP is required for residential development disturbing more than 5.0 acres.
3. Basic SWPPP is required for nonresidential and mixed-use development disturbing between 0.25 acre and 0.49 acre.
4. Full SWPPP is required for nonresidential and mixed-use development disturbing between 0.50 acre and 0.99 acre. Post-construction requirements are limited to 100% of the Runoff Reduction volume (RRv) from new impervious cover and 50% of the RRv from existing/redeveloped impervious cover using accepted RRv criteria and methods as prescribed by the New York State Stormwater Management Design Manual.
5. Full SWPPP is required for nonresidential and mixed-use development disturbing 1.0 acre or more.

B. All land disturbance activities subject to review and approval by the Planning Board under subdivision, site plan, special use permit, and/or land disturbance activity regulations are reviewed subject to the standards of this Article.

C. All other land disturbance activities not subject to review by the Planning Board but required under item A above are also to be required to submit a stormwater pollution prevention plan (SWPPP) to the Stormwater Management Officer who will approve the SWPPP if it complies with the requirements of this Article.

D. The following activities are exempt from the stormwater pollution prevention plan requirement.

Article 17. Stormwater Management

1. Agricultural activity of an active farm including grazing and watering livestock, irrigating crops, harvesting crops, and using land for growing agricultural products, but does not include the operation of a dude ranch or similar operation, or the construction of new structures associated with agricultural activities.
2. Silvicultural activity, except that landing areas, log haul roads, and the removal of stumps are subject to these requirements.
3. Routine maintenance activities that disturb less than one acre and are performed to maintain the original line and grade, hydraulic capacity or original purpose of a facility.
4. Repairs to any stormwater management practice or facility deemed necessary by the Stormwater Management Officer.
5. Cemetery graves.
6. Installation of fence, sign, telephone, and electric poles and other kinds of posts or poles.
7. Emergency activity immediately necessary to protect life, property, or natural resources.
8. Activities of an individual engaging in home gardening by growing flowers, vegetable, and other plants primarily for use by that person and household.
9. Landscaping and horticultural activities in connection with an existing structure.

17.5 STORMWATER POLLUTION PREVENTION PLANS (SWPPP)

A. Basic SWPPP

Basic SWPPPs must provide the following information, and erosion and sediment controls:

1. Background information about the scope of the project, including location, type and size of project.
2. Site map/construction drawing(s) for the project at a scale no smaller than 1" = 100', including a general location map. At a minimum, the site map must show:
 - a. Total site area
 - b. All improvements
 - c. Areas of disturbance
 - d. Areas that will not be disturbed
 - e. Existing vegetation
 - f. On-site and adjacent off-site surface water(s), wetlands, and drainage patterns that could be affected by the construction activity
 - g. Existing and final grades (five foot contour interval max)
 - h. Material, waste, borrow, or equipment storage areas
 - i. Location(s) of the stormwater discharge(s)
3. Delineation and description of the soil(s) present at the site, including an identification of the Hydrologic Soil Group (HSG); test pit or soil boring information as required by the Stormwater Management Officer.
4. Construction phasing plan describing the intended sequence of construction activities, including clearing and grubbing, excavation and grading, utility and infrastructure installation and any other activity at the site that results in soil disturbance. Consistent with the New York State Standards and Specifications for Erosion and Sediment

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Control (Erosion Control Manual), not more than five acres can be disturbed at any one time unless pursuant to an approved SWPPP and prior written authorization from the Stormwater Management Officer.

5. Description of the pollution prevention measures that will be used to control litter, construction chemicals, and construction debris from becoming a pollutant source in stormwater runoff.
6. Description of construction and waste materials expected to be stored on-site with updates as appropriate, and a description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to stormwater, and spill prevention and response.
7. Temporary and permanent structural and vegetative measures to be used for soil stabilization, runoff control, and sediment control for each stage of the project from initial land clearing and grubbing to project completion and achievement of final soil stabilization. Measures must meet the requirements of the most current version of the technical standard, New York State Standards and Specifications for Erosion and Sediment Control.
8. A site map/construction drawing(s) specifying the location(s), size(s), and length(s) of each erosion and sediment control practice.
9. Dimensions, material specifications, installation details, and operation and maintenance requirements for all erosion and sediment control practices, including the siting and sizing of any temporary sediment basins.
10. Temporary practices that will be converted to permanent control measures.
11. Implementation schedule for staging temporary erosion and sediment control practices, including the timing of initial placement or implementation of each erosion and sediment control practice and duration that each practice should remain in place or be implemented.
12. Maintenance schedule to ensure continuous and effective operation of the erosion and sediment control practice. The maintenance schedule must be in accordance with the requirements in the most current version of the technical standard, New York State Standards and Specifications for Erosion and Sediment Control.
13. Name(s) of the receiving water(s).
14. Delineation of SWPPP implementation responsibilities for each part of the site.
15. Description of structural practices designed to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable.
16. Any existing data that describes the stormwater runoff at the site.

B. Full SWPPP

1. Land disturbance activities as described in this Article and meeting one of the following conditions must submit a full SWPPP (erosion and sediment controls and post-construction management):
 - a. Condition A. Stormwater runoff from land disturbance activities directly discharging a pollutant of concern to either an impaired water identified on the Department's 303(d) list of impaired waters or a total maximum daily load (TMDL) designated watershed for which pollutants in stormwater have been identified as a source of the impairment.
 - b. Condition B. Stormwater runoff from residential development disturbing more than 5.0 acres.
 - c. Condition C. For nonresidential and mixed-use development:
 - i. Stormwater runoff from nonresidential and mixed-use development disturbing between 0.50 acre and 0.99 acre. Post-construction requirements are limited to 100% of the Runoff Reduction volume (RRv) from new impervious cover and 50% of the RRv from existing/redeveloped impervious cover using accepted RRv criteria and methods as prescribed by the New York State Stormwater Management Design Manual.
 - ii. Stormwater runoff from nonresidential and mixed-use development disturbing 1.0 acre or more.

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2. SWPPP Requirements for conditions A, B and C:

- a. A full SWPPP includes all basic SWPPP requirements, per item 17.5.A above.
- b. Description of each post-construction stormwater management practice.
- c. Site map/construction drawing(s) showing the specific location(s) and size(s) of each post-construction stormwater management practice.
- d. Hydrologic and hydraulic analysis for all structural components of the stormwater management system for the applicable design storms.
- e. Comparison of post-development stormwater runoff conditions with predevelopment conditions.
- f. Dimensions, material specifications, and installation details for each post-construction stormwater management practice.
- g. Maintenance schedule to ensure continuous and effective operation of each post-construction stormwater management practice.
- h. Maintenance easements to ensure access to all stormwater management practices at the site for the purpose of inspection and repair. Easements must be recorded on the plan and remain in effect with transfer of title to the property.
- i. Inspection and maintenance agreement binding on all subsequent landowners served by the on-site stormwater management measures.
- j. The SWPPP must be prepared by a landscape architect, certified professional or professional engineer and must be signed by the professional preparing the plan, who must certify that the design of all stormwater management practices met the requirements of this Ordinance.

C. Other Environmental Permits

The applicant must assure that all other applicable environmental permits have been or will be acquired for the land disturbance activity prior to approval of the final stormwater design plan.

D. Contractor Certification

1. Each contractor and subcontractor identified in the SWPPP who will be involved in soil disturbance and/or stormwater management practice installation must sign and date a copy of the following certification statement before undertaking any land disturbance activity:

I hereby certify that I understand and agree to comply with the terms and conditions of the SWPPP and agree to implement any corrective actions identified by the qualified inspector during a site inspection. I also understand that the owner or operator must comply with the terms and conditions of the most current version of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.

2. The certification must include the name and title of the person providing the signature, address, and telephone number of the contracting firm, the address (or other identifying description) of the site, and the date the certification is made.
3. The certification statement(s) will become part of the SWPPP.

E. On-Site Record of SWPPP

A copy of the SWPPP must be retained at the site of the land disturbance activity from the date of initiation of construction activities to the date of final soil stabilization.

17.6 PERFORMANCE AND DESIGN CRITERIA

All land disturbance activities are subject to the following performance and design criteria:

A. Technical Standards

The following documents serve as the official guides and specifications for stormwater management. Stormwater management practices that are designed and constructed in accordance with these technical documents are presumed to meet the standards imposed by this Ordinance:

1. New York State Stormwater Management Design Manual (New York State Department of Environmental Conservation, most current version, hereafter referred to as the Design Manual).
2. New York State Standards and Specifications for Erosion and Sediment Control (Empire State Chapter of the Soil and Water Conservation Society, most current version, hereafter referred to as the Erosion Control Manual).

B. Equivalence to Technical Standards

Where stormwater management practices are not in accordance with technical standards, the applicant or developer must demonstrate equivalence to the technical standards set forth in this Ordinance and the SWPPP must be prepared by a licensed professional.

C. Water Quality Standards

Any land disturbance activity cannot cause an increase in turbidity that will result in substantial visible contrast to natural conditions in surface waters of the State of New York.

17.7 MAINTENANCE AND REPAIR OF STORMWATER FACILITIES

A. Maintenance and Inspection During Construction

1. The applicant or developer of the land disturbance activity must at all times properly operate and maintain all facilities and systems of treatment and control, and related appurtenances, which are installed or used by the applicant or developer to achieve compliance with the conditions of this Ordinance. Sediment must be removed from sediment traps or sediment ponds whenever their design capacity has been reduced by 50%.
2. For land disturbance activities as defined in this Ordinance and meeting conditions A, B or C, the applicant must have a qualified professional conduct site inspections and document the effectiveness of all erosion and sediment control practices every seven days. Soil disturbances five acres or more in size at any one time require two site inspections every seven days. Inspection reports must be maintained in a log book and be kept on site along with the approved SWPPP.
3. A trained contractor must be on site at all times when construction or grading activity takes place, and must inspect and document the effectiveness of all erosion and sediment control practices.

B. Maintenance Easement(s)

Prior to the issuance of any approval that has a stormwater management facility as one of the requirements, the applicant or developer must execute a maintenance easement agreement that is binding on all subsequent landowners served by the stormwater management facility. The easement must provide for access to the facility at reasonable times for periodic inspection by the City to ensure that the facility is maintained in proper working condition to meet design standards and any other provisions established by this Ordinance. The easement must be recorded by the grantor in the office of the County Clerk after approval by the City Attorney.

C. Maintenance After Construction

The owner or operator of permanent stormwater management practices installed in accordance with this Ordinance must ensure that they are operated and maintained to achieve the goals of this Ordinance. Proper operation and maintenance also includes, as a minimum, the following:

1. A preventive/corrective maintenance program for all critical facilities and systems of treatment and control, or related appurtenances, which are installed or used by the owner or operator to achieve the goals of this Ordinance.
2. Written procedures for operation and maintenance and training new maintenance personnel.
3. Discharges from the stormwater management practices (SMPs) cannot exceed design criteria or cause or contribute to water quality standard violations in accordance with this Ordinance.

D. Maintenance Agreements

The City must approve a formal maintenance agreement for stormwater management facilities binding on all subsequent landowners and recorded in the Office of the County Clerk as a deed restriction on the property prior to final plan approval. The maintenance agreement must be consistent with the terms and conditions of the City's Sample Stormwater Control Facility Maintenance Agreement. The City, in lieu of a maintenance agreement, at its sole discretion may accept dedication of any existing or future stormwater management facility, provided such facility meets all the requirements of this Ordinance and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.

17.8 ADMINISTRATION AND ENFORCEMENT

A. Construction Inspection

1. Erosion and Sediment Control Inspection

a. The Stormwater Management Officer may conduct or require such inspections as necessary to determine compliance with this Ordinance and may either approve that portion of the work completed or notify the applicant wherein the work fails to comply with the requirements of this Ordinance and the SWPPP as approved. To schedule inspections, the applicant must notify the Stormwater Management Officer at least 48 hours in advance before any of the following, as required by the Stormwater Management Officer:

- i. Start of construction
- ii. Installation of sediment and erosion control measures
- iii. Completion of site clearing
- iv. Completion of rough grading
- v. Completion of final grading
- vi. Close of the construction season
- vii. Completion of final landscaping
- viii. Successful establishment of landscaping in public areas

b. If any violations are found, the applicant and developer must be notified in writing of the nature of the violation and the required corrective actions. No further work can be conducted except for site stabilization until any violations are corrected and all work previously completed has received approval by the Stormwater Management Officer.

2. Stormwater Management Practice Inspections

The Stormwater Management Officer is responsible for conducting or ensuring inspections of stormwater management practices (SMPs) after final construction is completed. All applicants are required to submit as built plans for any stormwater management practices located on site. The plan must show the final design specifications for all stormwater management facilities and must be certified by a professional engineer verifying all practices have been constructed in conformance with the SWPPP and are operational.

3. Inspection of Stormwater Facilities After Project Completion

a. Inspection programs must be established on any reasonable basis, including but not limited to: routine inspections, random inspections, inspections based upon complaints or other notice of possible violations, inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants, inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the SPDES stormwater permit, and joint inspections with other agencies inspecting under environmental or safety laws.

b. Inspections may include, but are not limited to: reviewing maintenance and repair records, sampling discharges, surface water, groundwater, and material or water in drainage control facilities, and evaluating the condition of drainage control facilities and other stormwater management practices.

4. Submission of Reports

The Stormwater Management Officer may require monitoring and reporting from entities subject to this Ordinance as are necessary to determine compliance with this Ordinance.

5. Right-of-Entry for Inspection

When any new stormwater management facility is installed on private property or when any new connection is made between private property and the public stormwater system, the landowner must grant the City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection as specified in this section.

B. Performance Guarantee

1. Construction Completion Guarantee

In order to ensure the full and faithful completion of all land disturbance activities related to compliance with all conditions in the approval of the stormwater pollution prevention plan, the City may require the applicant or developer to provide, prior to construction, cash escrow, or irrevocable letter of credit from an appropriate financial or surety institution which guarantees satisfactory completion of the project and names the City of Saratoga Springs as the beneficiary. The security must be in an amount to be determined by City based on submission of final design plans, with reference to actual construction and landscaping costs. The performance guarantee must remain in force until the surety is released from liability by the City, provided that such period will not be less than one year from the date of final acceptance or such other certification that the facility(ies) have been constructed in accordance with the approved plans and specifications and that a one year inspection has been conducted and the facilities have been found to be acceptable to the City. Per-annum interest on cash escrow deposits must be reinvested in the account until the surety is released from liability.

2. Maintenance Guarantee

Where stormwater management and erosion and sediment control facilities are to be operated and maintained by the developer or by a corporation that owns or manages a commercial or industrial facility, the developer, prior to construction, may be required to provide the City with an irrevocable letter of credit from an approved financial institution or surety to ensure proper operation and maintenance of all stormwater management and erosion control facilities both during and after construction, and until the facilities are removed from operation. If the developer or landowner fails to properly operate and maintain stormwater management and erosion and sediment control facilities, the City may draw upon the account to cover the costs of proper operation and maintenance, including engineering and inspection costs.

3. Recordkeeping

The City may require entities subject to this Ordinance to maintain records demonstrating compliance with this Ordinance.

C. Enforcement and Penalties

See Article 20 for enforcement provisions.

17.9 DEFINITIONS

See Article 21 for Definitions and Measurement Methodologies.

Any definitions or measurement methodologies applicable to this Article which are not specified herein or in Article 21 shall be assumed to have the meaning assigned by the technical standards referenced in Section 17.6.A.

Article 18. Public Realm

- 18.1 APPLICABILITY
- 18.2 GENERAL RIGHT-OF-WAY ARRANGEMENT
- 18.3 BLOCKS
- 18.4 GENERAL RIGHT-OF-WAY STANDARDS
- 18.5 SIDEWALK AND MULTI-USE PATH REQUIREMENTS
- 18.6 PEDESTRIAN ZONE
- 18.7 BICYCLE LANE DESIGN STANDARDS
- 18.8 RIGHT-OF-WAY DESIGN

18.1 APPLICABILITY

All public right-of-way construction, reconstruction, and reconfiguration shall be under the statutory authority of the City of Saratoga Springs Department of Public Works, Saratoga County Department of Public Works, or New York State Department of Transportation, as applicable. Any new construction, reconstruction, and reconfiguration of City rights-of-way subject to the requirements of this Ordinance must comply with this Article to the extent that such provisions do not conflict with the statutory authority of the controlling agency. Any standard may be modified as needed by the Department of Public Works to address specific site conditions. A right-of-way must be designed in relation to topographic and drainage conditions, public convenience and safety, and the existing and proposed development served by the right-of-way.

18.2 GENERAL RIGHT-OF-WAY ARRANGEMENT

- A. Public rights-of-way must be arranged so that building sites are approximately at right-of-way grade, unless site specific conditions do not allow it.
- B. The use of public rights-of-way running in an east-west direction and lots on a north-south axis is encouraged for energy conservation of developments.
- C. Public rights-of-way must be properly integrated with existing and proposed system of public rights-of-way and dedicated rights-of-way.
- D. Public right-of-way design and capacity must take into consideration land use traffic generators, such as employment centers, commercial districts and retail centers, and institutional uses, as well as the density of residential neighborhoods.
- E. Public rights-of-way must be laid out to conform as much as possible to the topography, permit efficient drainage and utility systems, and provide convenient and safe access to abutting lots.

18.3 BLOCKS

A. Block Length

New or reconfigured residential blocks must not exceed 1,000 feet in length, unless a greater length is approved by the Department of Public Works. Nonresidential blocks must be of such length and width as deemed necessary by the Department of Public Works and approved by the Planning Board.

B. Block Design

1. The shape of a new block must be generally rectangular, but may vary to conform to natural features, highway and rail rights-of-way, open space boundaries, or particular site constraints. Where blocks curve, they must generally maintain their cardinal orientation over their entire trajectory.
2. New rights-of-way must connect to and extend the existing block network where possible. This requirement does not apply when connections cannot be made because of a natural or man-made barrier, such as existing structures, steep slopes, wetlands and waterbodies, railroad and utility rights-of-way, and open space.
3. All rights-of-way must terminate at other rights-of-way, forming a network. The Planning Board may approve cul-de-sacs and dead-end streets only when they meet both of the following criteria:

- a. No connection is available to an existing adjacent development or a natural or man-made barrier, such as a waterway, railroad, limited-access expressway, or unusual topography, exists that prevents connection.
 - b. The cul-de-sac or dead-end street is no more than 600 feet in length, as measured along the centerline from the closest intersection. The minimum radius of a cul-de-sac shall be 75 feet with a circular turn around pavement of not less than 100 feet in diameter.
4. In new developments, where adjoining areas are not developed, rights-of-way must extend to the project boundary line where feasible to make provision for the future projection of rights-of-way into the adjoining areas.

18.4 GENERAL RIGHT-OF-WAY STANDARDS

New construction, reconstruction, and reconfiguration of rights-of-way subject to the requirements of this Ordinance must comply with this section. Design standards must also be in accordance with the standards of the New York State Department of Transportation (NYSDOT), the American Association of State Highway and Transportation Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD), and the National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide, as updated or amended to the extent that such standards do not conflict with the statutory authority of the controlling agency.

A. Complete Streets

All public and private rights-of-way must be improved as Complete Streets in accordance with the policies of the City of Saratoga Springs Complete Streets Plan. A complete street is defined as right-of-way facilities that are designed and operated to enable safe access for all users. Persons with disabilities, pedestrians, bicyclists, motorists, and transit riders are able to safely move along and across a right-of-way designed as a complete street.

B. Right-of-Way Construction

1. All right-of-way construction and repair must be in accordance with standards and specifications set forth by the City.
2. Vertical and horizontal alignment must be in accordance with standards and specifications set forth by the City.
3. Grades of public rights-of-way must conform as closely as possible to the original topography. A combination of steep grades and curves is not permitted.

C. Intersections

1. Street intersections must be at right angles. If, because of topography or other natural or man-made barriers, an intersection cannot be at right angles, the intersection may use an alternate design that ensures safety.
2. Not more than two public rights-of-way can intersect at any one point unless specifically approved by the Planning Board.
3. Proposed new intersections along one side of an existing public right-of-way must coincide, wherever practicable, with any existing intersections on the opposite side of such public right-of-way. Where rights-of-way intersect arterial or collector streets, their alignment must be continuous.
4. All intersections must follow the guidance of the City's Saratoga Springs Pedestrian Crossing Toolbox.

D. Curb Radius

Curb radii must be a minimum of 25 feet and must be increased proportionately where the angle of intersection is less than 50 degrees. These minimums may be increased where the Department of Public Works finds that larger arcs or radii are necessary for the proper design of the intersection.

E. Utility Installation

Prior to paving of streets or sidewalks, water and sewer mains and services must be in place, or the developer must provide necessary casing for utilities. No pavement may be cut without the approval of the Department of Public Works. No boring of new pavement is allowed for the installation of new service lines mains or other facilities unless approved by the Department of Public Works.

18.5 SIDEWALK AND MULTI-USE PATH REQUIREMENTS

A. All development that involves new construction of a principal building or an increase in floor area of 50% or more to any existing principal building must provide for sidewalks of the minimum dimensions required by this Article. Sidewalks must be installed, widened, or repaired, as appropriate, prior to the issuance of a certificate of occupancy. However, new construction on a lot for a single-family, single-family-attached, or two-family dwelling or an increase in floor area of 50% or more to any such existing dwelling is only required to provide a sidewalk in the following circumstances:

1. When required by the Complete Streets Plan.
2. When located within the Inside District.
3. When the installation of a sidewalk would continue an existing sidewalk system along the blockface.
4. When the Zoning Officer determines, in consultation with the Department of Public Works and the Planning Department Staff, that a sidewalk is necessary.

B. A multi-use path must be installed when required by the City of Saratoga Springs Greenbelt Trail Plan, Complete Streets Plan, and/or any adopted plans and policies. This multi-use path is required in place of or in addition to a sidewalk. In addition, the Planning Board may require a multi-use path instead of a required sidewalk even if not specified within adopted plans and policies.

C. The requirement of a sidewalk may be waived for a fee-in-lieu payment when existing conditions do not allow or the existing character is incongruent with such based on the density of development, anticipated traffic volumes, and/or street lengths and connections. A fee-in-lieu payment waiver is not permitted for a required multi-use path.

1. When development is approved by the Planning Board, the Board will approve the use of a fee-in-lieu payment.
2. When development is approved by the Zoning Officer or administratively, the Department of Public Works and the Planning Department Staff will approve the use of a fee-in-lieu payment.
3. The fee-in-lieu payment amount will be established by the legislative body as part of the fee schedule.

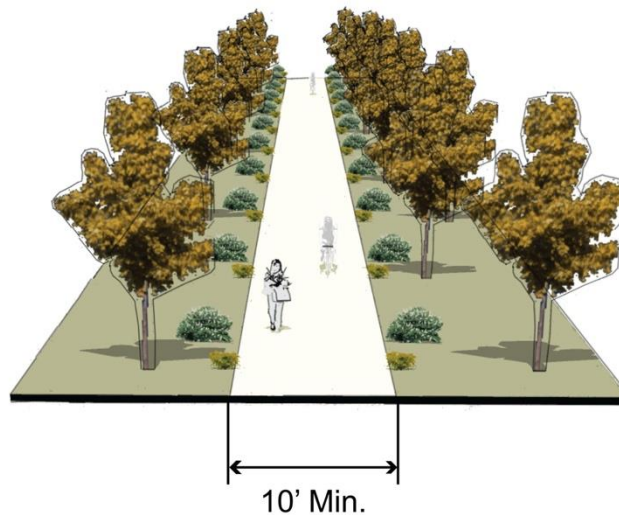
D. Sidewalks must be constructed according to City engineering standards and require the Department of Public Works approval.

E. Multi-use paths must be a minimum of ten feet in width and must meet the standards of National Association of City Transportation Officials (NACTO), as well as the applicable standards of the Manual on Uniform Traffic Control Devices (MUTCD), as updated or amended, and any City engineering standards. In the case of conflict, City standards control.

F. Sidewalks and multi-use paths must be as straight and direct as possible unless specifically designed to follow natural contours and to preserve natural features, such as significant trees. Sidewalks shall be designed to include structural soil under sidewalk flags adjacent to new and existing street trees.

G. Where sidewalks and multi-use paths cross driveways, the sidewalk and multi-use path must remain level, with no change in cross-slope.

MULTI-USE PATH EXAMPLE



18.6 PEDESTRIAN ZONE

A. The pedestrian zone, which is defined as the area between the curb line to the lot line of the adjoining property, is defined as the following zones:

1. Frontage Zone: The area adjacent to the lot line that transitions between the public sidewalk and the building facade.
2. Sidewalk Zone: The portion of the pedestrian zone containing the sidewalk.
3. Tree Belt: The portion of the sidewalk used for streetlights, street trees, landscape, transit stops/shelters, street furniture, etc.
4. Bulb Out: The area where pedestrian access may be extended into the parking lane, by features such as bulb-outs. The extension zone is an optional element.

B. The placement and layout of typical streetscape elements must be in accordance with the following:

1. Frontage Zone: Outdoor sales displays, outdoor seating, outdoor dining, building facade plantings.
2. Sidewalk Zone: Sidewalks
3. Tree Belt: Street lights, street trees and plantings, bollards, outdoor seating, outdoor dining, bicycle racks, public art, utility boxes, transit stops/shelters, other street furnishings, green infrastructure
4. Bulb Out: Curb extensions, which should follow design guidelines from Pedestrian Crossing Toolbox for Bulb Outs

CURB EXTENSION



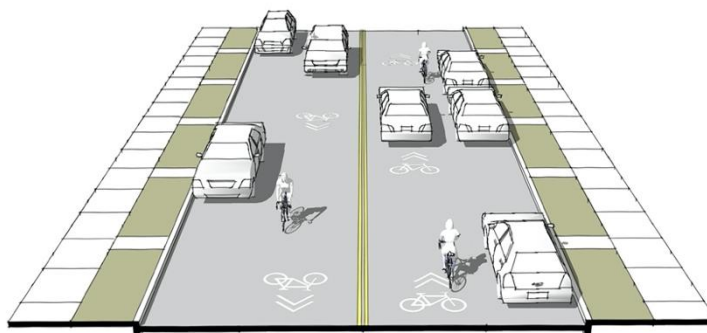
18.7 BICYCLE LANE DESIGN STANDARDS

When required by the Planning Board based on the City of Saratoga Springs Complete Streets Plan and approved by the Departments of Public Works and Public Safety, bicycles lanes must be included in right-of-way construction, reconstruction, and reconfiguration projects. Appropriate designs include, but are not limited to, the design types of this section. Where installed, bicycle facilities, should be constructed in accordance with the Urban Bikeway Design Guide, as updated or amended, published by the National Association of City Transportation Officials (NACTO), as well as the applicable standards of the Manual on Uniform Traffic Control Devices (MUTCD), as updated or amended.

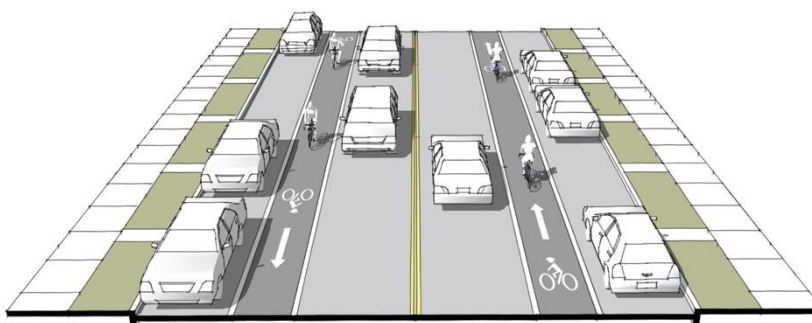
- A. Shared:** A marking placed in a vehicular travel lane to indicate that a bicyclist may use the full lane. Also called a shared-lane marking or sharrow.
- B. Bike Lane:** A portion of the roadway that has been designated by striping, signs, and pavement markings for the preferential or exclusive use of bicyclists, typically located adjacent to motor vehicle travel lanes and flowing in the same direction as motor vehicle traffic.
- C. Buffered Bike Lane:** A conventional bicycle lane paired with a designated buffer space separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane.
- D. Contra-Flow Bike Lane:** A bicycle lane designed to allow bicyclists to ride in the opposite direction of motor vehicle traffic, typically used to convert a one-way traffic street into a two-way street, one direction being for motor vehicles and bikes, and the other being for bikes only.
- E. Left-Side Bike Lane:** A conventional bike lane placed on the left side of one-way streets or two-way median divided streets.
- F. Cycle Track:** An exclusive bike facility that combines the user experience of a separated path with the on-street infrastructure of a conventional bike lane. A cycle track is physically separated from motor traffic and distinct from the sidewalk.
- G. Raised Cycle Track.** A bicycle facility that is vertically separated from motor vehicle traffic, typically paired with a furnishing zone between the cycle track and motor vehicle travel lane and/or pedestrian area, and allowing for one-way or two-way travel by bicyclists.
- H. Two-Way Cycle Track.** A physically separated cycle track that allows bicycle movement in both directions on one side of the road.

SELECT EXAMPLES OF BICYCLE LANE DESIGN

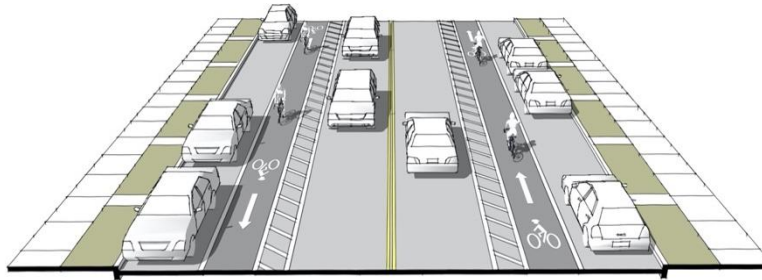
Shared Bike/Vehicle Example/Sharrows



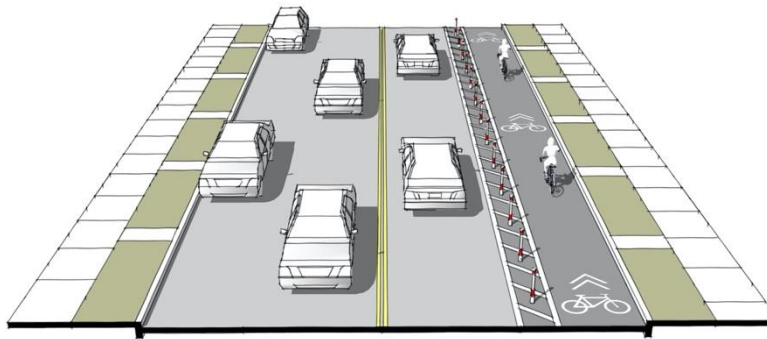
Bike Lane Example



Cycle Track Example



Buffered Bike Lane Example



18.8 RIGHT-OF-WAY DESIGN

All rights-of-way must match one of the right-of-way types of this section to the extent that such right-of-way types do not conflict with the statutory authority of the controlling agency. Right-of-way types and design may be modified as needed by the Department of Public Works to address specific site conditions. All rights-of-way must be constructed according to City engineering standards.

A. Right-of-Way Types

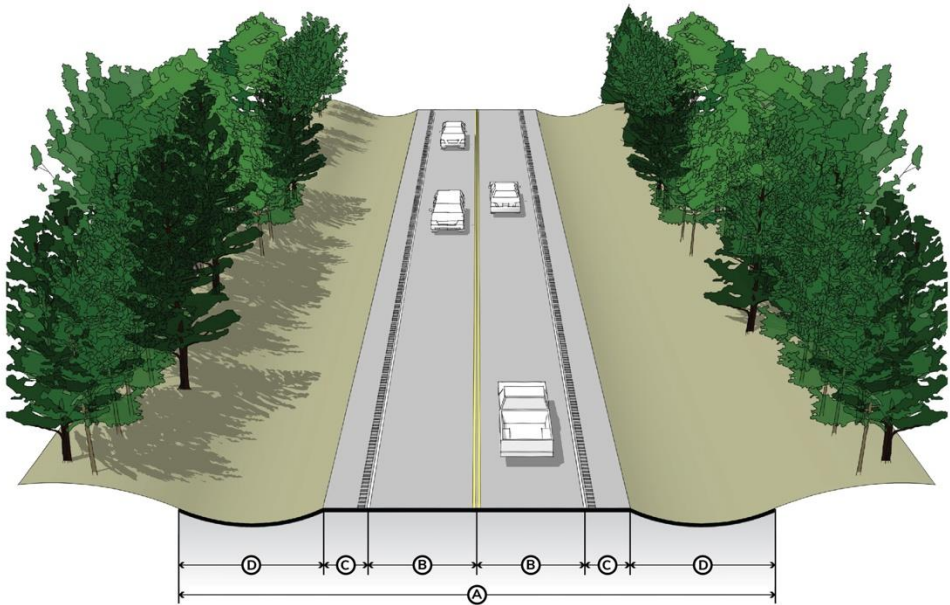
The classifications of rights-of-way are divided into the following:

1. Rural roads provide access and circulation through portions of the City that are rural in character.
2. An alley is a vehicular drive located to the rear of lots providing access to service areas, parking, outbuildings, or containing utility easements.
3. Local streets primarily provide direct access to abutting land and access to the higher order street.
4. Collector streets provide both access to and traffic circulation within residential neighborhoods, commercial, and industrial areas. Collector streets also collect traffic from local streets in residential neighborhoods and channel into the arterial system. Collector streets differ from arterial streets in that collector streets enter residential neighborhoods, distributing trips from arterials through the area to destinations.
5. Arterial streets carry the majority of trips entering and leaving the City, as well as the majority of through movements. A street that meets the definition of the New York State Department of Transportation for the arterial street functional classification is considered an arterial street.

B. Right-of-Way Dimensional Requirements

- 1. Minimum dimensions are provided for rural roads, alleys, and local streets. Typical dimensions are provided for collector and arterial streets. Variations to these dimensions and configurations may be approved by the Department of Public Works.
- 2. In the event that a subdivision adjoins or includes existing City streets that have a right-of-way width less than 55 feet, additional land along both sides of the street sufficient to conform to the right-of-way requirements shall be offered to the City. If a subdivision is along one side only, one-half of the required extra width shall be offered to the City.
- 3. The diagrams provided for each right-of-way type are examples only, illustrating a potential configuration. In some cases, the dimensions of the illustrations may exceed the minimum dimensions to illustrate how certain right-of-way features may be designed.

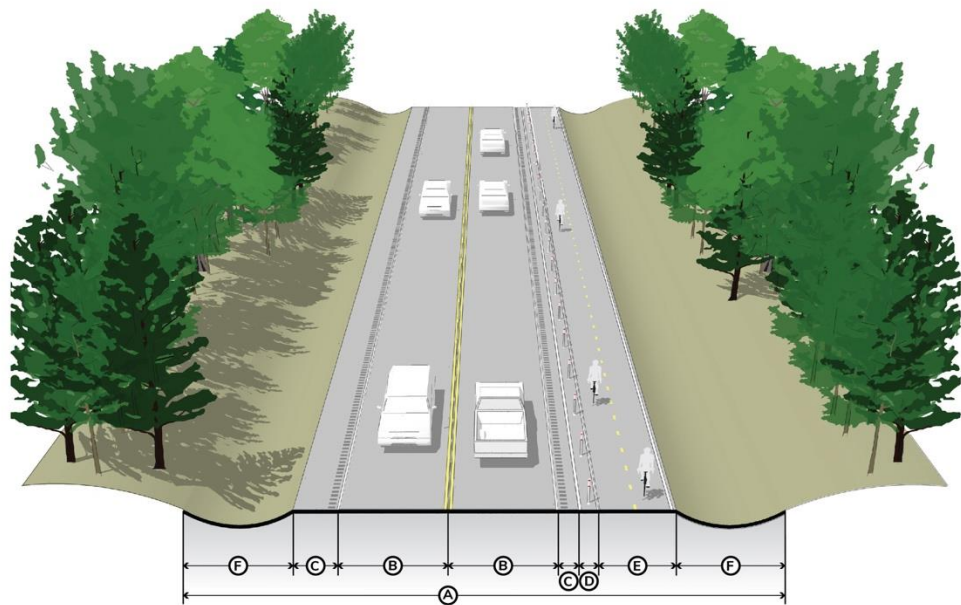
RURAL ROAD: TWO-LANE



RURAL ROAD: TWO-LANE

(A)	Minimum Right-of-Way Width	55'	(C)	Minimum Shoulder Width	4'
(B)	Minimum Travel Lane Width	11'	(D)	Minimum Drainage Area	11'-6"

RURAL ROAD: TWO-LANE WITH MULTI-USE PATH



RURAL ROAD: TWO-LANE WITH MULTI-USE PATH

Ⓐ	Minimum Right-of-Way Width	63'	Ⓓ	Minimum Bike Lane Buffer	2'
Ⓑ	Minimum Travel Lane Width	11'	Ⓔ	Minimum Multi-Use Path Width	10'
	Minimum Shoulder Width	4'	Ⓕ	Minimum Drainage Area	11'6"
Ⓒ	Minimum Shoulder Width Adjacent to Bike Lane	2'			

ALLEY



ALLEY

Ⓐ	Minimum Right-of-Way Width	24'	Ⓑ	Minimum Travel Lane Width	20'
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LOCAL STREET: NEIGHBORHOOD ONE-WAY STREET



LOCAL STREET: NEIGHBORHOOD ONE-WAY STREET

Ⓐ	Minimum Right-of-Way Width	55'	Ⓓ	Typical Tree Belt Width	12'-6"
Ⓑ	Minimum Travel Lane Width	13'	Ⓔ	Minimum Sidewalk Width	5'
Ⓒ	Minimum Parking Lane Width	7'			

LOCAL STREET: NEIGHBORHOOD TWO-LANE MINOR STREET



LOCAL STREET: NEIGHBORHOOD TWO-LANE MINOR STREET

Ⓐ	Minimum Right-of-Way Width	55'	Ⓓ	Minimum Tree Belt Width	5'-5"
Ⓑ	Minimum Travel Lane Width	10'	Ⓔ	Minimum Sidewalk Width	5'
Ⓒ	Minimum Parking Lane Width	7'			

LOCAL STREET: NEIGHBORHOOD TWO-LANE STREET



LOCAL STREET: NEIGHBORHOOD TWO-LANE STREET

Ⓐ	Minimum Right-of-Way Width	66'	Ⓔ	Minimum Tree Belt Width	6'
Ⓑ	Minimum Travel Lane Width	10'	Ⓕ	Minimum Sidewalk Width	5'
Ⓒ	Minimum Parking Lane Width	7'			
Ⓓ	Minimum Bike Lane Width	5'			

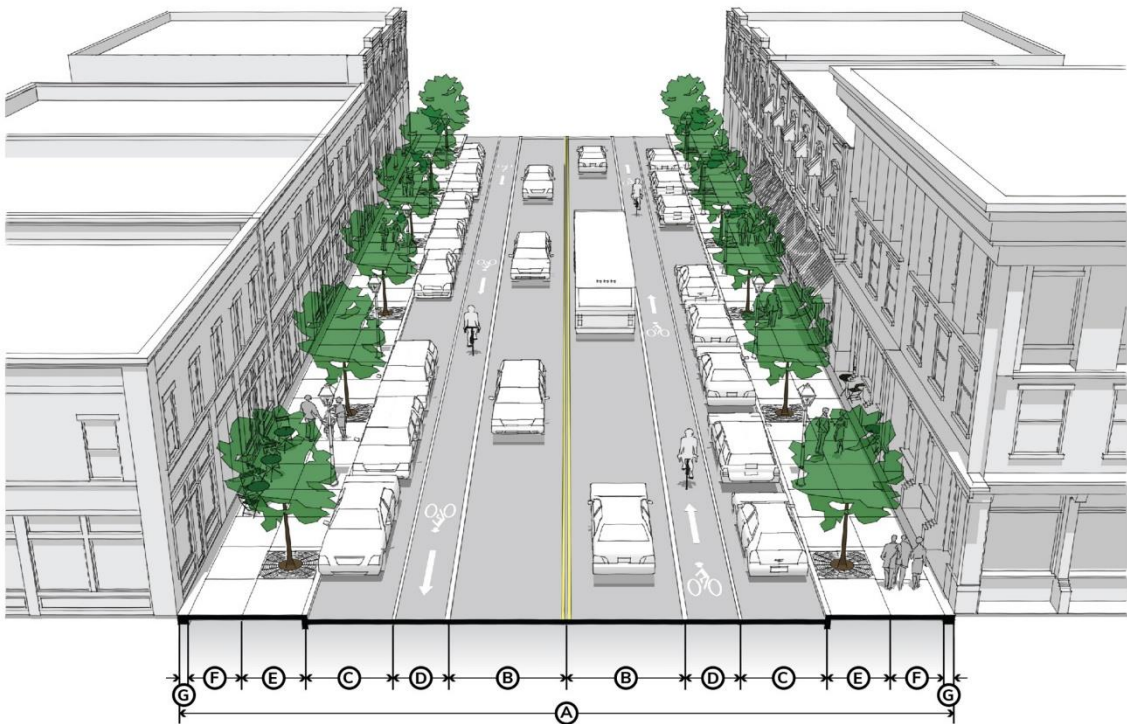
LOCAL STREET: NEIGHBORHOOD TWO-LANE DIVIDED STREET



LOCAL STREET: NEIGHBORHOOD TWO-LANE DIVIDED STREET

Ⓐ	Minimum Right-of-Way Width	76'	Ⓔ	Minimum Center Lane Width	10'
Ⓑ	Minimum Travel Lane Width	10'	Ⓕ	Minimum Tree Belt Width	6'
Ⓒ	Minimum Parking Lane Width	7'	Ⓖ	Minimum Sidewalk Width	5'
Ⓓ	Minimum Bike Lane Width	5'			

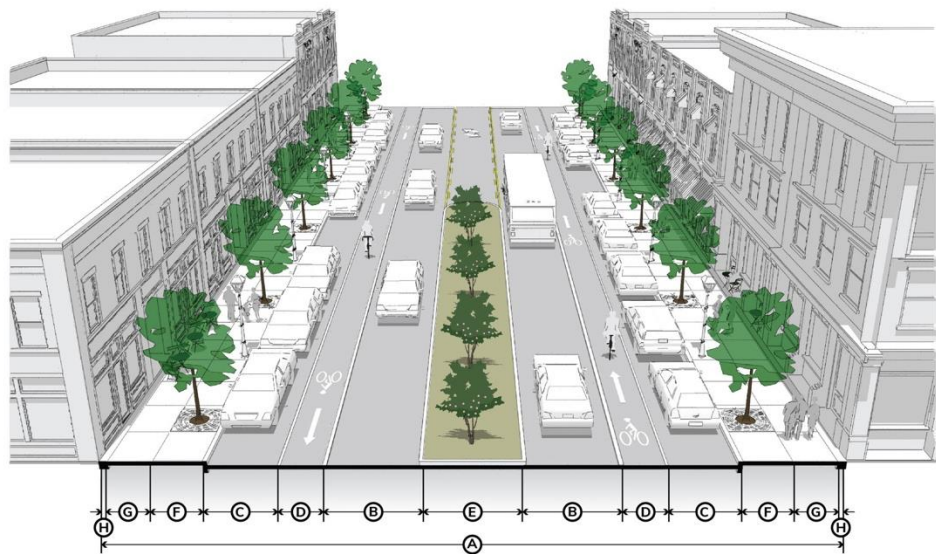
COLLECTOR: TWO-LANE, UNDIVIDED



COLLECTOR: TWO-LANE, UNDIVIDED

Ⓐ	Typical Right-of-Way Width	72'	Ⓔ	Typical Tree Belt Width	6'
Ⓑ	Typical Travel Lane Width	11'	Ⓕ	Typical Sidewalk Width	5'
Ⓒ	Typical Parking Lane Width	8'	Ⓖ	Typical Maintenance Strip	1'
Ⓓ	Typical Bike Lane Width	5'			

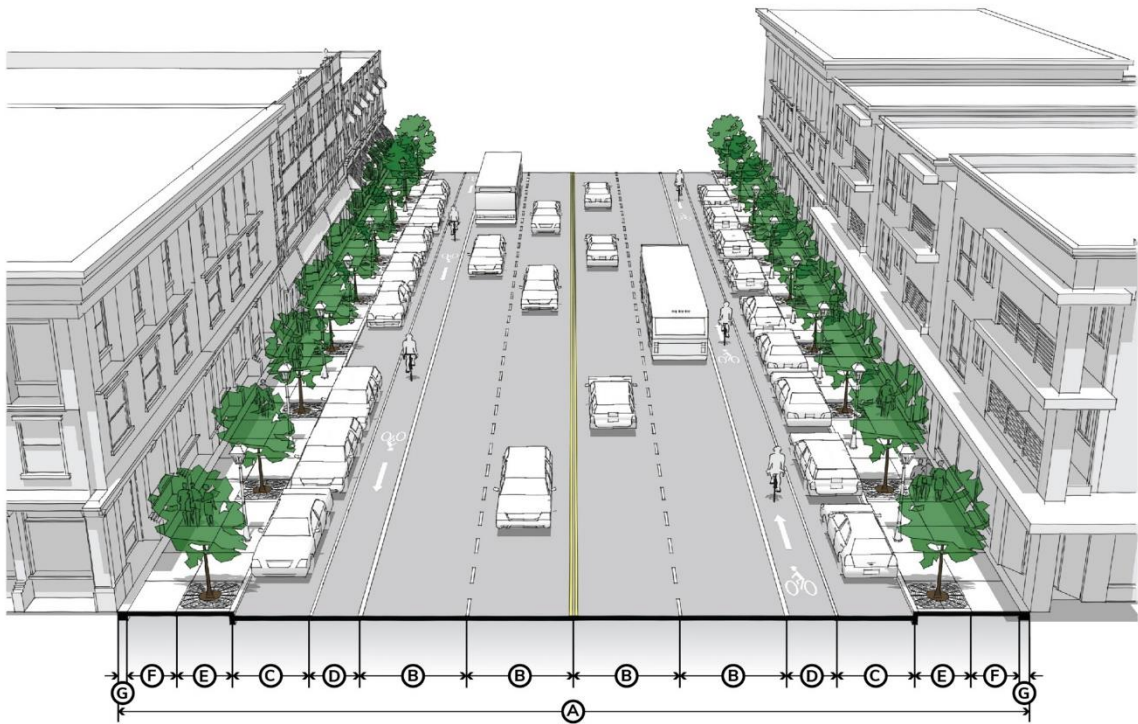
COLLECTOR: TWO-LANE, DIVIDED



COLLECTOR: TWO-LANE, DIVIDED

A	Typical Right-of-Way Width		E	Typical Center Lane Width	
	Median	76'		Median	4'
	Turning Lane	82'		Turning Lane	11'
B	Typical Travel Lane Width	11'	F	Typical Tree Belt Width	6'
C	Typical Parking Lane Width	8'	G	Typical Sidewalk Width	5'
D	Typical Bike Lane Width	5'	H	Typical Maintenance Strip	1'

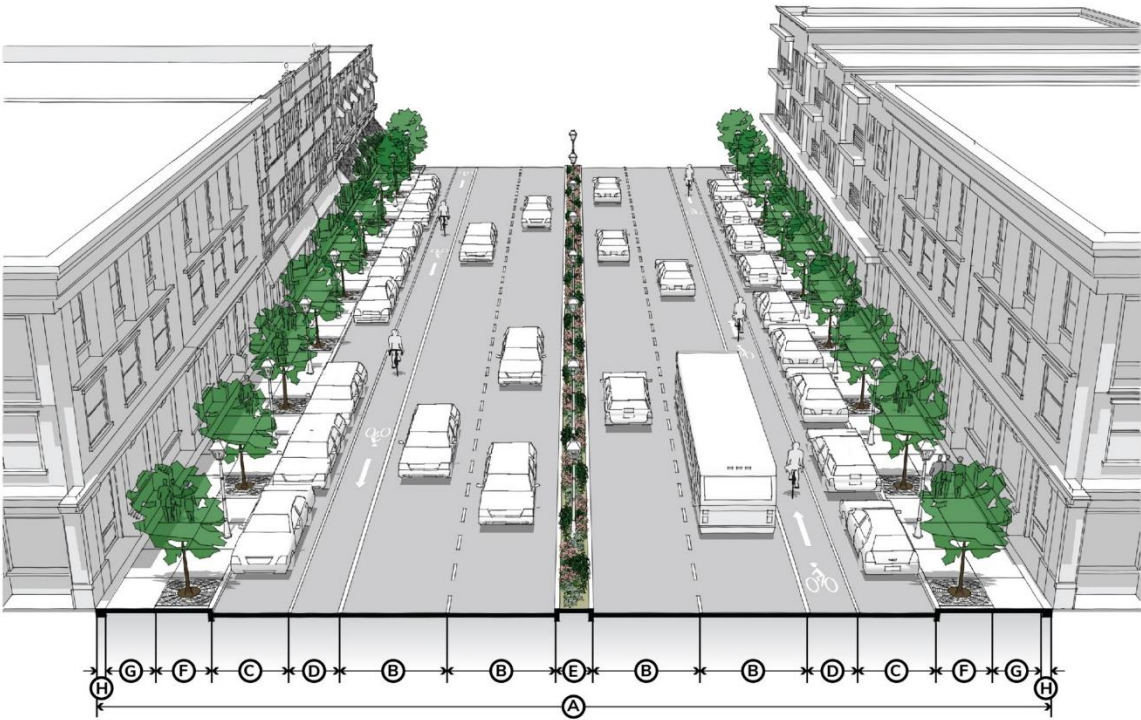
COLLECTOR: FOUR-LANE, UNDIVIDED



COLLECTOR: FOUR-LANE, UNDIVIDED

Ⓐ	Typical Right-of-Way Width	94'	Ⓔ	Typical Tree Belt Width	6'
Ⓑ	Typical Travel Lane Width	11'	Ⓕ	Typical Sidewalk Width	5'
Ⓒ	Typical Parking Lane Width	8'	Ⓖ	Typical Maintenance Strip	1'
Ⓓ	Typical Bike Lane Width	5'			

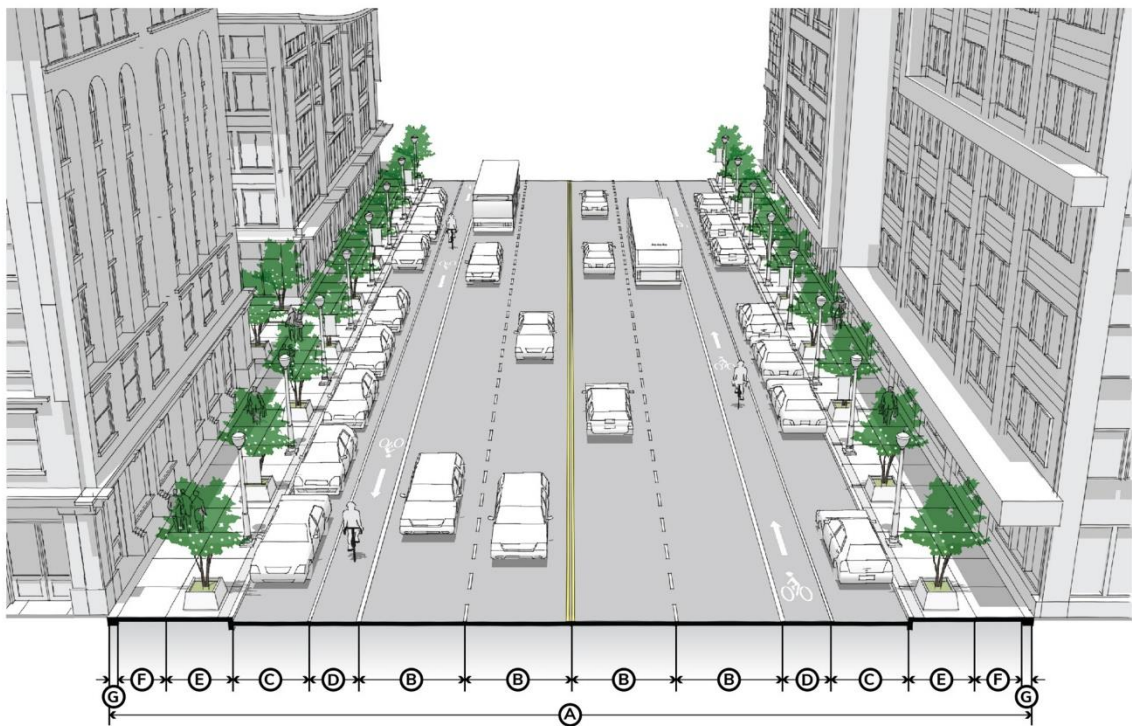
COLLECTOR: FOUR-LANE, DIVIDED



COLLECTOR: FOUR-LANE, DIVIDED

Ⓐ	Typical Right-of-Way Width		Ⓔ	Typical Center Lane Width	
	Median	98'		Median	4'
	Turning Lane	105'		Turning Lane	11'
Ⓑ	Typical Travel Lane Width	11'	Ⓕ	Typical Tree Belt Width	6'
Ⓒ	Typical Parking Lane Width	8'	Ⓖ	Typical Sidewalk Width	5'
Ⓓ	Typical Bike Lane Width	5'	Ⓗ	Typical Maintenance Strip	1'

ARTERIAL STREET: FOUR-LANE, UNDIVIDED



ARTERIAL STREET: FOUR-LANE, UNDIVIDED

Ⓐ	Typical Right-of-Way Width	96'	Ⓔ	Typical Tree Belt Width	7'
Ⓑ	Typical Travel Lane Width	11'	Ⓕ	Typical Sidewalk Width	5'
Ⓒ	Typical Parking Lane Width	8'	Ⓖ	Typical Maintenance Strip	1'
Ⓓ	Typical Bike Lane Width	5'			

ARTERIAL STREET: FOUR-LANE, DIVIDED



ARTERIAL STREET: FOUR-LANE, DIVIDED

Ⓐ	Typical Right-of-Way Width		Ⓔ	Typical Center Lane Width	
	Median	100'		Median	4'
	Turning Lane	107'		Turning Lane	11'
Ⓑ	Typical Travel Lane Width	11'	Ⓕ	Typical Tree Belt Width	7'
Ⓒ	Typical Parking Lane Width	8'	Ⓖ	Typical Sidewalk Width	5'
Ⓓ	Typical Bike Lane Width	5'	Ⓗ	Typical Maintenance Strip	1'

Article 19. Nonconformities

- 19.1 GENERAL APPLICABILITY
- 19.2 NONCONFORMING USE
- 19.3 NONCONFORMING STRUCTURE
- 19.4 NONCONFORMING LOT OF RECORD
- 19.5 NONCONFORMING SITE ELEMENTS
- 19.6 NONCONFORMING SIGNS

19.1 GENERAL APPLICABILITY

A. Authority to Continue

Any use, structure, lot, or site element that legally existed as of the effective date of this Ordinance, and any use, structure, lot, or site element that has been made nonconforming as of the effective date of this Ordinance, and any subsequent amendments, may continue subject to the provisions of this Article so long as it remains otherwise legal.

B. Burden on Property Owner

The burden of establishing the legality of a nonconformity under the provisions of this Ordinance is the responsibility of the property owner or operator of the nonconforming use, structure, sign, site element, or lot. Based upon the evidence presented, the Zoning Officer will make a determination of the validity of the nonconforming status in accordance with Section 13.12.

C. Unlawful Use, Structure, Sign, Site Element, or Lot

Any use, structure, sign, site element, or lot established or constructed in violation prior to the effective date of this Ordinance is not regarded as lawfully nonconforming and is not entitled to any of these rights.

D. Safety Regulations

All police power regulations enacted to promote public health, safety, and welfare, including, but not limited to, all building, fire, and health codes apply to nonconformities.

19.2 NONCONFORMING USE

A. Expansion

1. A nonconforming use of a structure or land cannot be expanded, extended, enlarged, or increased in intensity. Such prohibited activity includes additions or enlargements of any structure devoted entirely to a nonconforming use, and any expansion, extension, or relocation of a nonconforming use to any other structure, any portion of the floor area, or any land area currently not occupied by such nonconforming use.
2. An increase in the amount of on-site parking provided is considered an expansion of a nonconforming use except when such additional parking spaces, combined with existing parking spaces, does not exceed the minimum required parking for the use. A nonconforming use may only increase on-site parking spaces to meet the minimum parking requirement of Table 10-3.

B. Change of Use

A nonconforming use can only be changed to a use allowed within the zoning district where it is located. When a nonconforming use has been changed, in whole or in part, to an allowed use, the whole or part that conforms cannot be changed back to a use that is not allowed in the district. A change of use occurs when an existing nonconforming use has been terminated and another use has commenced. Any change in use in violation of this Ordinance is deemed an abandonment of the previously existing nonconforming use.

C. Discontinuation or Abandonment

If a nonconforming use is discontinued or abandoned for a continuous period of 12 months, the nonconforming use terminates automatically. Any subsequent use or occupancy of such land or structure must comply with all regulations of the zoning district in which the structure or land is located. A period of discontinuance caused through no fault of the property owner or tenant are not included in calculating the length of discontinuance or abandonment for this section. When a nonconforming use is offered for sale or lease, such sale period is not included in calculating the length of discontinuance or abandonment for this section; however, all equipment, building design, and similar use infrastructure must be maintained in working condition during the sale or lease period. The Zoning Officer may request evidence of active marketing during this period.

D. Damage or Destruction

In the event that any structure that is devoted in whole or in part to a nonconforming use is structurally damaged or destroyed through no fault of the property owner or tenant, the nonconforming use may be re-established provided that no new nonconforming uses are created and the degree of the previous nonconformity is not increased, and a building permit is obtained for such rebuilding, restoration, repair, or reconstruction within 12 months of the date of damage or destruction, and a certificate of occupancy is obtained prior to expiration of the building permit. In the event that a building permit is not obtained within 12 months, then the use cannot be re-established. If the structure containing the nonconforming use is also a nonconforming structure, the structure may only be rebuilt, restored, repaired, or reconstructed in accordance with Section 19.3.

19.3 NONCONFORMING STRUCTURE

A. Maintenance

Normal maintenance and repair may be performed on any nonconforming structure. No repairs or reconstruction are permitted that would create any new nonconformity or increase the degree of the previously existing nonconformity.

B. Structural Alterations

No structural alterations are permitted on any nonconforming structure, except in the following situations:

1. When the alteration is required by law or is necessary to restore the structure to a safe condition upon the order of any official charged with protecting public safety.
2. When the alteration will eliminate the nonconformity.
3. When the alteration will not create a new nonconformity or will not increase the degree of any existing nonconformity.

C. Relocation

A nonconforming structure cannot be relocated, in whole or in part, to any other location on the same lot unless such relocation would make the structure conforming. A nonconforming structure may be relocated to another lot only if the structure conforms to all regulations of the zoning district where it is relocated.

D. Damage or Destruction

If a nonconforming structure is destroyed or damaged through no fault of the property owner or tenant, regardless of the percent of damage, it may be rebuilt to its original condition before such casualty or loss if a building permit is obtained for such rebuilding, restoration, repair, or reconstruction within 12 months of the date of damage or destruction, and a certificate of occupancy is obtained prior to expiration of the building permit. In the event that the building permit is not obtained within 12 months, then the structure cannot be restored unless it conforms to all regulations of the district in which it is located.

E. Replacement In-Kind Exemption

A nonconforming structure may be replaced in-kind. Only the pre-existing nonconformity may be maintained and may not be increased in degree; all other zoning district standards must be met. However, if the structure's foundation is removed, the legal nonconforming status is null and void and the structure must meet all district standards.

F. Required Build-To Zone or Build-To Line Exemption

As of the effective date of this Ordinance, when an existing structure does not conform to the required build-to zone or build-to line of the applicable district, the structure is deemed exempt from that standard and may be expanded or altered without having to conform to build-to zone or build-to line of the district until the structure's building footprint is expanded by 50% or more. If expansions to the structure are incremental, this is calculated as the sum total of all expansions that occur after the effective date of this Ordinance. Once the principal structure is demolished, deemed conforming status is null and void.

G. Accessory Structures

Newly defined accessory structures, as of the effective date of this Ordinance, built without a permit, do not have pre-existing nonconforming status.

19.4 NONCONFORMING LOT OF RECORD

A. Use

A nonconforming lot of record may be used for any use allowed within the zoning district. However, the use must be that associated with the smallest permissible lot size in the district.

B. Development

Development of nonconforming lots of record is permitted as follows:

1. Minimum lot size and minimum average lot width requirements do not apply to any lawfully recorded lot which was under different ownership from any adjoining land on or before August 25, 1961.
2. The owner of any lot in a residential district which does not conform to the district's minimum lot size and minimum average lot width requirements may erect a single-family residence or accessory building if the lot legally existed on or before January 19, 1970 and is not under the same ownership as any adjoining land.
3. A zoning determination per Section 13.12 is required for verification of condition 1 or 2 above.
4. Further, such lots are subject to the following:
 - a. Where two or more adjacent lots of record are held in common ownership and one or more of the lots does not meet the requirements for lot area and/or lot width, then the lots of record are considered to be a single zoning lot per this Ordinance. Common ownership means lots owned by the same property owner or the same legal entity. For the purposes of this section, common ownership also means lots owned by related parties, including legal entities with common principals.
 - b. No portion of the zoning lot may be used, transferred, or conveyed which does not meet the lot width and lot area requirements established by this Ordinance. No division of the zoning lot may be made which leaves the remaining lot(s) with lot width or lot area below the requirements of the district.
 - c. No building permit will be issued for the use of any lot, or portion of a lot, transferred or conveyed in violation of this section.
5. Development of any other legal nonconforming lot of record that does not meet the above conditions requires a variance.

C. Lot Consolidation

A nonconforming lot is permitted to consolidate with an adjacent lot, even if such consolidation still does not conform to the lot dimension requirements of the zoning district in which it is located. Such consolidation is seen as a reduction of the nonconformity. No new exemptions are conferred upon consolidation. The Zoning Officer will determine whether the resulting lot retains any previous exemptions.

19.5 NONCONFORMING SITE ELEMENTS

A. Maintenance

Normal maintenance and incidental repair to a nonconforming site element may be performed. However, no repairs or reconstruction are permitted that would create any new nonconformity or increase the degree of the previously existing nonconformity.

B. Required Conformance

1. General

All nonconforming site elements must be brought into conformance when the following occurs:

- a. A new principal building is constructed on a site. This includes construction of a second or more principal buildings on the site.
- b. An existing principal building is increased in building footprint square footage by 50% or more.

2. Nonconforming Parking Lot Landscape

When a parking lot of 15 or more spaces does not conform to required parking lot landscape requirements, it must be brought into conformance when such parking lot is fully reconstructed or expanded by an additional 50% or more spaces (viz., the total number of spaces after expansion is 150% or more of the spaces prior to expansion).

- a.** Resealing or re-striping of an existing parking lot, which does not entail paving, resurfacing, or replacement of the asphalt, concrete, or other paving material, is not considered reconstruction.
- b.** If such action would result in creating a parking area that no longer conforms to the parking regulations of this Ordinance, such existing parking lot is not required to install all or a portion of the required landscape. The applicant is required to show that landscape cannot be accommodated on the site.
- c.** If only certain requirements are able to be accommodated on the site, those elements are required. The Zoning Officer will make the determination that all or a portion of required landscape does not have to be installed.

3. Nonconforming Exterior Lighting

For exterior lighting, when 25% or more of exterior lighting fixtures are replaced, all exterior lighting on the site must be brought into conformance. This requirement is calculated by dividing the number of new lighting posts and/or non-post mounted lighting fixtures to be installed by the total number of lighting posts and/or non-post mounted lighting fixtures on the site prior to replacement. Lighting mounting types (posts or non-post mounted lighting) are calculated separately (i.e., if only post lighting installation is being replaced, then only those types are counted, disregarding any non-post mounted lighting).

19.6 NONCONFORMING SIGNS

- A.** A nonconforming permanent sign and sign structure may remain in use so long as it remains otherwise lawful and has not been damaged or destroyed to the extent of less than 50% of its value. A nonconforming permanent sign and sign structure that is damaged or destroyed to the extent of 50% or more of its value cannot be restored or repaired unless it conforms to all applicable regulations for the district.
- B.** Sign value, for the purposes of item A above, is determined by comparing a repair cost estimate of the damaged sign with an estimate of the cost of a new identical sign. Sign owners must supply such estimates to the Building Inspector.
- C.** Once the sign and/or sign structure has been removed, it cannot be restored or repaired unless it conforms to all applicable regulations for the district.
- D.** The sign face of an existing nonconforming permanent sign may be replaced, but the structure cannot be altered to accommodate such change. A change of a sign face requires a sign permit. In addition, in any case where a new sign would require approval by the Design Review Board, such change of sign face of a nonconforming sign also requires Design Review Board approval.
- E.** No nonconforming sign and sign structure may be relocated, in whole or in part, to any other location on the same or other lot, unless the entire sign and sign structure conforms to all regulations applicable to the lot where the sign is relocated.
- F.** No nonconforming sign can be altered or enlarged in a way that increases the nonconformity of the sign or sign structure. This does not include normal maintenance and cleaning, or changing of the sign face.

Article 20. Enforcement

20.1 ENFORCEMENT AUTHORITY

20.2 ORDINANCE ENFORCEMENT - EXCLUDING STORMWATER MANAGEMENT

20.3 STORMWATER MANAGEMENT ENFORCEMENT

20.1 ENFORCEMENT AUTHORITY

The Code Administrator or his/her designee, the Zoning Officer or his/her designee, or any designated Code Enforcement Official is charged with enforcement of this Ordinance with the exception of the stormwater management regulations. The City Engineer or his/her designee is charged with enforcement of the stormwater management regulations.

20.2 ORDINANCE ENFORCEMENT - EXCLUDING STORMWATER MANAGEMENT

The following enforcement provisions apply to all provisions of this Ordinance with the exception of Article 17, Stormwater Management, which is controlled by Section 20.3 below.

A. Violations

1. No person or entity shall maintain any land or structure, or part thereof, in violation of the regulations of this Ordinance. Any person or entity that violates this Ordinance is subject to the procedures and penalties stated herein. The continuation of a violation constitutes a separate and distinct offense for each day the violation is continued.
2. The official has the right to enter upon, examine and inspect any building or property at any reasonable time for the purpose of carrying out his/her duties and to determine compliance with the provisions of this Ordinance.

B. Notice of Violations

Upon finding a violation of this Ordinance, the official will deliver written notice to the property owner in person or by certified or registered mail. This notice must inform the recipient of:

1. The nature and specific details of such violation.
2. The recommended remedial action.
3. The date by which the violation must be remedied.

C. Stop Work Orders

Upon finding a violation of this Ordinance, the official may require the suspension of work by issuing a stop work order to the responsible person. Such person must suspend all unauthorized activity until the stop work order has been rescinded.

1. The stop work order must be in writing and must state the conditions under which the activity may resume.
2. The stop work order must be presented to the person performing the work and, if different, the property owner in person or by certified or registered mail, and may be placed upon a conspicuous portion of the building or premises in use.
3. The failure of any person to comply with the terms of a stop work order constitutes a separate violation.

D. Appeal

A determination of violation may be appealed via zoning interpretation to the Zoning Board of Appeals per Section 13.11. Upon filing of such appeal, any further enforcement efforts are stayed pending Zoning Board of Appeals public hearing and decision on the appeal. Any stop work order remains in effect until the Zoning Board of Appeals issues a decision on the appeal.

E. Penalties and Fines

Except as otherwise provided in this Ordinance, the following penalties apply:

1. First violations of this Ordinance are punishable by a fine of not more than \$50.00 for each day the violation continues and/or imprisonment of up to five days.

2. Second violations are punishable by a fine of not more than \$100.00 for each day the violation continues and/or imprisonment of up to 15 days.
3. Third and subsequent violations are punishable by a fine of not more than \$250.00 or each day the violation continues and/or a jail sentence of up to 30 days.
4. These fines and/or imprisonment are exclusive of any additional civil fees or remedies.

F. Civil Enforcement

In addition to penalties prescribed elsewhere in this Ordinance and other laws, any person who violates any provision of this Ordinance are liable to a civil penalty of not more than \$250.00 for each day during which the violation continues. These civil penalties are recoverable in an action instituted by the City.

G. Court Action

The imposition of fines and/or imprisonment do not preclude the City from instituting an action for injunction or other legal action to prevent any unlawful use or activity, or to correct or abate a violation, or to prevent the illegal occupancy of a building, land or premises. In the event the City prevails in this action, the City has the authority to seek all reasonable attorneys' fees incurred by or on behalf of the City, together with all costs and disbursements of the litigation.

H. Non-Exclusivity of Remedies

The City may proceed under any subsection hereof at any time without respect to whether any other remedy has been imposed or sought by the City. The alternative remedies, fees, and penalties provided for herein are not mutually exclusive but may be commenced, implemented, and enforced simultaneously without regard to whether any other remedies, fees, or penalties have been sought or imposed.

20.3 STORMWATER MANAGEMENT ENFORCEMENT

A. Notice

When the City Engineer, or his/her designee, determines that a land disturbance activity is not being carried out in accordance with the stormwater management regulations, it may issue a written notice of violation to the landowner. The notice of violation must contain:

1. The name and address of the landowner, developer or applicant.
2. The address, when available, or a description of the building, structure, or land upon which the violation is occurring.
3. A statement specifying the nature of the violation.
4. A description of the remedial measures necessary to bring the land disturbance activity into compliance with this Ordinance and a time schedule for the completion of such remedial action.
5. A statement of the penalty or penalties that will or may be assessed against the person to whom the notice of violation is directed.
6. A statement that the determination of violation may be appealed to the municipality by filing a written notice of appeal within 15 days of service of notice of violation.

B. Stop-Work Orders

The City Engineer, or his/her designee, may issue a stop-work order for violations of the stormwater management regulations. Persons receiving a stop-work order are required to halt all land disturbance activities, except those activities that address the violations leading to the stop-work order. The stop-work order will be in effect until the City Engineer confirms that the land disturbance activity is in compliance and the violation has been satisfactorily addressed. Failure to address a stop-work order in a timely manner may result in civil, criminal, or monetary penalties in accordance with the enforcement measures authorized in this Ordinance.

C. Violations

Any land disturbance activity that is commenced or is conducted contrary to the stormwater management regulations may be restrained by injunction or otherwise abated in a manner provided by law.

D. Penalties for Offenses

1. In addition to or as an alternative to any penalty provided herein or by law, any person who violates the provisions of this Ordinance will be guilty of a violation punishable by:

a. For conviction of a first offense, a fine not exceeding \$350 or imprisonment for a period not to exceed six months, or both.

b. For conviction of a second offense, both of which were committed within a period of five years, punishable by a fine not less than \$350 nor more than \$700 or imprisonment for a period not to exceed six months, or both.

c. For conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine not less than \$700 nor more than \$1,000 or imprisonment for a period not to exceed six months, or both.

2. However, for the purposes of conferring jurisdiction upon courts and judicial officers generally, violations of the stormwater management regulations are deemed misdemeanors and for such purpose, all provisions of law relating to misdemeanors apply to such violations. Each week's continued violation constitutes a separate additional violation.

E. Withholding of Certificate of Occupancy

If any building or land disturbance activity is installed or conducted in violation of the stormwater management regulations, the City Engineer may request that the Building Department withhold the certificate of occupancy of said building or land.

F. Restoration of Lands

Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the City Engineer may take necessary corrective action, the cost of which will become a lien upon the property until paid.

G. Fees for Services

The City may require any person undertaking land disturbance activities regulated by the stormwater management regulations to pay reasonable costs at prevailing rates for review of SWPPPs, inspections, or SMP maintenance performed by the City or performed by a third party for the City.

Article 21. Definitions & Measurement Methodologies

- 21.1 RULES OF INTERPRETATION
- 21.2 GENERAL ABBREVIATIONS
- 21.3 DEFINITION OF GENERAL TERMS
- 21.4 RULES OF MEASUREMENT

21.1 RULES OF INTERPRETATION

The terms in the text of this Ordinance are interpreted in accordance with the following rules of construction:

- A. The singular number includes the plural, and the plural the singular.
- B. The present tense includes the past and future tenses, and the future tense includes the present.
- C. The terms “must,” “shall,” and “will” are mandatory.
- D. The terms “may” and “can” are permissive.
- E. The terms “must not,” “will not,” “cannot,” and “shall not” are prohibiting.
- F. Any gender includes all genders.
- G. Whenever a defined word or term appears in the text of this Ordinance, its meaning must be construed as set forth in the definition. Words not defined must be interpreted in accordance with the definitions considered to be normal dictionary usage.

21.2 GENERAL ABBREVIATIONS

The following abbreviations may be used within this Ordinance:

- A. BTZ is an abbreviation for “build-to zone.”
- B. GFA is an abbreviation for “gross floor area.”
- C. ft is an abbreviation for “feet.”
- D. N/A is an abbreviation for “not applicable.”
- E. sf is an abbreviation for “square feet.”
- F. SF is an abbreviation for “single-family.”
- G. SF-A is an abbreviation for “single-family - attached.”
- H. 2F is an abbreviation for “two-family.”
- I. TH is an abbreviation for “townhouse.”
- J. MF is an abbreviation for “multi-family.”

21.3 DEFINITION OF GENERAL TERMS

The following are definitions of general terms used throughout this Ordinance with the exception of use definitions, which are defined in Article 8.

100-Year Floodplain. Land subject to a 1% or greater chance of flooding in any given year as specified in the City Ordinance Chapter 120, Flood Damage Prevention.

Abandonment. To stop the use of property intentionally.

Abut. To share a common wall or lot line without being separated by a public or private street or alley.

Access. A way or means to provide physical entrance to a property or physical element of the landscape.

Accessibility Ramp. A ramp or similar structure that provides wheelchair or similar access to a structure.

Accessory Structure. A detached structure located on the same lot as the principal building that is incidental to the use of the principal building.

Accessory Use. The use of land or a structure, or portion thereof, customarily incidental and subordinate to the principal use of the land or structure.

Addition. Construction that increases the size of a structure in terms of building footprint, height, or floor area.

Affordable Housing. Dwellings that are affordable by qualified very low and low-income households.

Age-Restricted Housing. A multi-family dwelling or a planned residential development of various dwelling types where 80% of the dwelling units are required to be occupied by at least one person who is age 55 or older.

Alley. A service road with one-way or two-way traffic providing a secondary means of public access to abutting property and not intended for general traffic circulation.

Alteration. A change, addition, or modification in construction, other than cosmetic or decorative, or any change in the structural members of buildings such as bearing walls, columns, beams, or girders.

Amateur (ham) Radio Equipment. An amateur (ham) radio station licensed by the Federal Communications Commission (FCC), including equipment such as, but not limited to, a tower or building-mounted structure supporting a radiating antenna platform and other equipment.

Ancillary. In regard to principal uses, a structure or use that provides support and is typically integral to a principal structure or use.

Aquaculture/Aquaponics. A structure designed for the farming of aquatic organisms such as fish, crustaceans, mollusks, and aquatic plants under controlled conditions

Architectural Feature. A part or projection that contributes to the aesthetics of a structure, exclusive of signs, that is not necessary for the structural integrity of the structure or to make the structure habitable.

Arterial Street. A street that meets the definition of the New York State Department of Transportation for the arterial street functional classification.

Awning. A roof like structure typically made of cloth, metal, or other material attached to a frame that extends from and is supported by a building. Awnings are typically erected over a window, doorway, or building front and they may be raised or retracted to a position adjacent to the building.

Balcony. A roofed or unroofed platform that projects from the exterior wall of a structure above the ground floor, which is exposed to the open air, has direct access to the interior of the building, and is not supported by posts or columns extending to the ground.

Banner. A temporary sign printed upon flexible material mounted with or without rigid frames on a building.

Article 21. Definitions & Measurement Methodologies

Bay Window. A window that projects outward from the structure, which does not rest on the building foundation or on the ground.

Berm. An earthen mound designed to provide visual interest on a site, fully or partially screen undesirable views, reduce noise, or fulfill other similar purposes.

Bike Facility. Improvements to accommodate bicyclists, including bike parking, bike lanes, and repair stations and the like.

Bike Lane. A designated area within a street right-of-way reserved for bicycle travel and separated from the rest of the roadway by painted lines, other pavement markings, or physical barriers.

Bike Share. A membership-based bike-sharing service that provides bike rental to members, billable by the hour or other time increments.

Blank Wall. The horizontal linear dimension of contiguous building wall that does not contain fenestration, doors, or decorative elements such as banding, medallions, artwork such as murals and mosaics, change in wall plane of at least three inches, or other architectural or material embellishment. Any wall less than five feet in height is not considered to be a blank wall.

Block. Defined in Section 21.4.

Blockface. Defined in Section 21.4.

Blue Roof. A roof designed to store water and discharge rainfall.

Buffer. An area of dimensional separation between land uses, buildings, or structures, which is undeveloped, with installed screening and/or undisturbed and left in a natural condition.

Buffer Yard. Land area with landscape plantings and other components used to separate one use from another and to shield or block noise, lights, or other nuisances.

Build-To Zone (BTZ). Defined in Section 21.4.

Build-Out Percentage. Defined in Section 21.4.

Buildable Area. The portion of a lot, excluding required setbacks, where a structure or building improvements may be erected.

Building. Any structure used or intended for supporting or sheltering any use or occupancy.

Building Envelope. The three-dimensional space within which a structure is permitted to be built on a lot and which is defined by regulations governing building setbacks, maximum height, and bulk, by other regulations, and/or by any combination thereof.

Building Coverage. Defined in Section 21.4.

Building Height. Defined in Section 21.4.

Building Line. A line measured at the building wall of a structure between lot lines including architectural features, such as facade modulation and bay windows.

Building Permit. A permit issued by the duly designated building official authorizing the erection, construction, reconstruction, alteration, repair, conversion, or maintenance of a building, structure, or portion thereof.

Building-Integrated Solar Energy System. A combination of solar panels and solar energy equipment integrated into any building envelope system such as vertical facades, semitransparent skylight systems, roofing materials, or shading over windows, which produce electricity for onsite consumption.

Canopy. A canopy is a roof-like cover designed for protection from the weather or as a decorative embellishment affixed to a building or freestanding, with supports that extend to the ground.

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Car Share. A membership-based car-sharing service that provides automobile rental to members, billable by the hour or other time increments.

Carport. An open-sided roofed vehicle shelter, usually formed by extension of the roof from the side of a building, but may be freestanding. A carport must be open on at least two sides. A carport attached to a structure is considered part of that structure.

Certificate of Occupancy. A document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure or use has been constructed or will be used in compliance with all the applicable municipal codes and ordinances

Centerline (Road). A line representing the physical center of a roadway between road shoulders.

Central Water Supply System. A permanently installed water supply system, including the facilities, works, and water sources used by such system, that is owned and operated by a single entity lawfully authorized to provide a supply of potable water to more than one user. A central water supply system may be a municipal central water system or a private central water system.

Changeable Message Board. A sign designed where a portion of the sign area allows for a message to be changed manually. A changeable message board sign does not include electronic message signs or portable reader-board sign.

Channel. A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

Chicken Coop. An accessory structure where chickens are kept.

Chimney. A vertical shaft of reinforced concrete, masonry or other approved material enclosing one or more flues, for the purpose of removing products of combustion from solid, liquid, or gaseous fuel.

Clearing. Any activity that removes the vegetative surface cover. This can include, but is not limited to, logging equipment operation, the cutting and skidding of trees, stump removal and/or brush root removal.

Coldframe Structure. A temporary unheated outdoor structure used for protecting seedlings and plants from the cold.

Co-Location. Placement of equipment from more than one service or service provider on a single tower or site.

Comprehensive Plan. The document adopted by the City Council containing policies for the general development of the City, which indicates the general location for physical growth of the community, together with any and all amendments thereto.

Complete Streets. Infrastructure constructed/modified based on the Saratoga Springs Complete Streets Plan, as amended from time to time.

Contour Line. Contour lines denote elevation or altitude and depth on maps.

Conservation Easement. A perpetual restriction on the use of land, created in accordance with the provisions of Article 49, Title 3 of the Environmental Conservation Law or § 247 of the General Municipal Law, for the purposes of conservation of open space, agricultural land, and natural, cultural, historic, and scenic resources.

Conservation Subdivision. A pattern of development that places dwelling units on those portions of a property most suitable for development, while leaving substantial portions as undeveloped open space.

Corner Lot Element. An accentuated vertical element located on a building corner at a street intersection that can be located within a required step back.

Cross-Access. A vehicular and/or pedestrian connection between abutting properties that connects the two sites and allows vehicles and/or pedestrians to travel between sites without the having to exit to the street.

Day. A calendar day, unless otherwise specified as a business day in this Ordinance.

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Deck. A roofless outdoor space built as an above ground platform projecting from the wall of a structure and connected by structural supports at grade or by the structure.

Density. The number of dwelling units per acre.

Design Manual (Stormwater Management). The New York State Stormwater Management Design Manual, most recent version including applicable updates that serve as the official guide for stormwater management principles, methods and practices.

Developer Agreement. An agreement between the City and the developer through which the City agrees to vest development use or intensity or refrain from interfering with subsequent phases or development through new legislation in exchange for provision of public facilities or amenities by the developer in excess of those required under current community regulations. Such agreements shall include "inclusionary housing agreements," etc.

Dock. A fixed or floating structure, including moorings, used for the purpose of berthing buoyant vessels.

Donation Box. An unmanned receptacle designed with a door, slot, or similar opening intended to accept and store donated clothes and household items.

Dwelling. A structure, or portion thereof, designed exclusively for human habitation.

Dwelling Unit. One or more habitable rooms which are occupied, or which are intended or designed to be occupied as a residence by one household or family, with facilities for living, sleeping, sanitation, and cooking.

Easement. Authorization by an owner for the use, by others for a specific purpose, of a designated part of his property.

Eave. The projecting lower edges of a roof overhanging the wall of a structure.

Electronic Message Sign. A sign designed where a portion of the sign area uses changing light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the electronic display panel(s) to form a message or messages in text and/or image from where the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. Time/temperature signs are not considered electronic message signs. Flashing signs, animated signs, and video display signs are not considered electronic message signs.

Electrical Vehicle Charging Station. Vehicle battery charging equipment that supplies electric energy for the recharging of plug-in electric vehicles, including electric cars and plug-in hybrids.

Encroachment. The extension, placement, or existence of any structure, or a component of such, into a required setback, adjacent property or right-of-way.

Endwall. The wall of the end unit of a townhouse development that is not attached to another dwelling unit or party wall.

Equine. A member of the equus genus of mammals in the family Equidae, including horses and ponies.

Erect. To build, construct, attach, hang, place, suspend, or affix.

Erosion Control Manual. The most recent version of the "New York State Standards and Specifications for Erosion and Sediment Control" manual, commonly known as the "Blue Book."

Escape Well. A reinforced excavation that surrounds a basement window installed for emergency egress.

External Illumination. Illumination by an artificial source of light not internal to the sign face.

Exterior Lighting. The illumination of an outside area or object by any man-made device that produces light by any means.

Exterior Stairwell. One or more flights of stairs, and the necessary landings and platforms connecting them, to form a continuous passage from the entryway of a floor or level to another in a structure located on the exterior of a principal building.

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Facade. An exterior building wall, from grade to the top of the parapet or eaves. A facade incorporates the full width of a building elevation, including any projections or recesses occurring across an elevation. The front facade is the principal elevation of a building and contains the building's main entrance, the rear facade is the building's rear exterior wall, and the side facades are a building's side exterior walls.

Family. One or more persons related by blood, marriage, civil union, or domestic partnership, and all adopted and foster children and all children under legal guardianship of any person in the household. A family is also defined as a group of no more than four unrelated persons maintaining a common household in a single dwelling unit.

Farmland of Statewide Importance. Land, designated as "Farmland of Statewide Importance" in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)'s Soil Survey Geographic (SSURGO) Database on Web Soil Survey, that is of statewide importance for the production of food, feed, fiber, forage, and oilseed crops as determined by the appropriate state agency or agencies. Farmland of Statewide Importance may include tracts of land that have been designated for agriculture by state law.

Feather Flag/Sail. A freestanding attention-getting device, vertical in orientation, typically constructed of cloth held taut by a single post.

Fence. A structure used as a boundary, screen, separation, means of privacy, protection or confinement, and is constructed of wood, plastic, metal, wire mesh, masonry, or other similar material and is used as a barrier, including retaining walls.

1. **Fence - Open.** A fence that has, over its entirety, more than 70% of the superficial surface consisting of regularly distributed openings.
2. **Fence - Solid.** A fence that has, over its entirety, no distributed openings. A shadowbox design fence is considered a solid fence. A chain link fence with slats is not considered a solid fence.

Fence, Corral. Corral fences are fences designed and constructed with posts and two to four rails to contain animals.

Final Plat. The final map upon which the owner's plan of subdivision is presented to the Board for approval, and which, if approved shall be submitted to the County Clerk for recording. The final plat is submitted as part of the final submission.

Financial Security. Monetary backing provided by the owner, from a bank or financial institution, which guarantees the City that a specific amount of money will be kept available for the completion of an approved project. Said financial security is to be drawn on only by the City.

First Floor Elevation. Defined in Section 21.4.

Flag. Flags of any nation, state, municipality, or political subdivision, flags officially designated as a national, state, or local symbol, or flags of fraternal, religious, and civic organizations. Pennants and sails are not considered flags

Floodlight. A powerful light, typically in a grouping of several lights, used to illuminate the exterior of a building or sign.

Food Truck or Trailer. A motor vehicle or a food trailer towed by another vehicle, designed and equipped to prepare, assemble, and sell food and/or beverages directly to consumers.

Foot-Candle. A unit of measure of illuminance equal to one lumen of light spread over an area of one square foot.

Frontage. The boundary between a building and the right-of-way or the pavement of a public sidewalk. Frontage may also refer to the full linear dimension of this boundary.

Garage. An accessory building or portion of a principal building used for the storage of motor vehicles of the occupants of the premises.

Gazebo. A freestanding outdoor accessory structure with a roof designed for recreational use and not for habitation.

Generic Legal Item Exchange Box. An outdoor accessory structure maintained by a property owner on private property where legal items such as books, recorded performing arts and media, puzzles, games, and the like, are kept for public and/or exchanges with no fees, sales, or other compensation and are publicly accessible.

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Glare. The effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort, or loss in visual performance and visibility in any material respects.

Grade. Defined in Section 21.4.

Grading. Excavation or fill of material, including the resulting conditions thereof.

Ground-Mounted Solar Energy System. A solar energy system that is anchored to the ground via a pole or other mounting system, detached from any other structure, that generates electricity for on-site or off-site consumption.

Green Roof. A building roof partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional layers such as a root barrier and drainage and irrigation systems.

Greenhouse (Accessory). A structure constructed chiefly of glass, glasslike or translucent material, cloth, or lath, which is devoted to the protection or cultivation of flowers or other tender plants.

Gross Floor Area (GFA). Defined in Section 21.4.

Guestroom. A room occupied by one or more guests for compensation and in which no provision is made for cooking. Guestroom does not include rooms in a dormitory.

Habitable/Living Space. A space in a building suitable for living, sleeping, cooking, bathing, washing or sanitation purposes.

Hedge. A row of closely planted shrubs, bushes, or any kind of plant forming a boundary.

Home Occupation. Any commercial activity carried out for economic gain by a resident, conducted as an accessory use in the resident's dwelling unit. Telecommuting is not considered a home occupation.

Horse Stable (Private). An accessory structure or land use that is designed, arranged, used, or intended to be used for the keeping of equines for the private use of the occupants of a principal building and their guests.

Impervious Surface Coverage. Defined in Section 21.4.

Industrial Stormwater Permit. A State Pollutant Discharge Elimination System permit issued to a commercial industry or group of industries which regulates the pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies.

Infiltration. The process of percolating stormwater into the subsoil.

Infrastructure. Facilities and services needed to sustain residential, commercial, industrial, institutional, and other activities, including, but not limited to, water lines, sewer lines, and rights-of-way.

Institutional Use. A nonprofit, public, or quasi-public use, such as a place of worship, educational facility, hospital, assisted or custodial care facility, or government-owned or government-operated structure or land used for public purpose.

Intensity of Use. Square feet of gross floor area, number of dwelling units, number of employees, or other factor used as a basis for requiring off-street parking or loading facilities.

Land Disturbance Activity. Any activity including clearing, grading, excavating, filling, demolishing or stock piling that results in soil disturbance. Includes land development activity and construction activity.

Light Pole. Pole on which a luminaire is mounted.

Light Pole Banner. Banners mounted on and with arms installed perpendicular to light poles.

Lighting, Full Cut Off. A light distribution where the candela value is zero at or above horizontal (90° above nadir) and does not exceed 10% at or above a vertical angle of 80° above nadir.

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Lighting, Semi Cut Off. A light distribution where the candela value does not exceed 5% of the maximum intensity at or above horizontal (90° above nadir) and 20% at or above a vertical angle of 80° above nadir.

Lot. Defined in Section 21.4.

Lot Area. Defined in Section 21.4.

Lot, Corner. Defined in Section 21.4.

Lot Depth. Defined in Section 21.4.

Lot, Interior. Defined in Section 21.4.

Lot Line. Defined in Section 21.4.

Lot Line, Corner. Defined in Section 21.4.

Lot Line, Front. Defined in Section 21.4.

Lot Line, Interior. Defined in Section 21.4.

Lot Line, Rear. Defined in Section 21.4.

Lot Line, Street. Defined in Section 21.4.

Lot, Through. Defined in Section 21.4.

Lot Width. Defined in Section 21.4.

Maintenance Agreement (Stormwater Management). A legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of stormwater management practices.

Marquee. A permanent roof-like structure that extends from the wall, with no supports extending to the ground, constructed over the entrance of a building of permanent building materials that includes a sign element along its edge for changeable messages, whether electronic or by hand.

Metes and Bounds. A method of describing the boundaries of land by directions and distances from a known point of reference.

Monument. A boundary or survey marker.

Mural. A graphic displayed on the exterior of a building for the purposes of decoration or artistic expression, including but not limited to painting, fresco, or mosaic. A mural is public art and does not include any advertising or commercial content.

Nadir. The angle pointing directly downward from the luminaire or 0°.

Native Perennial Vegetation. Native wildflowers, forbs, and grasses that serve as habitat, forage, and migratory way stations for pollinators but excluding any prohibited or regulated invasive species as determined by the New York State Department of Environmental Conservation.

Noncommercial Message. The expression of *noncommercial* ideas and *messages*. A noncommercial message does not promote a business, product, service, commercial entertainment, or other commercial activity offered on or off the premises.

Nonconforming Lot. A lawful lot of record that predates comprehensive zoning or at one time conformed to the lot dimension requirements of the zoning district in which it is located, but because of this Ordinance, or a subsequent amendment to this Ordinance, does not meet current requirements.

Nonconforming Sign. A sign that predates comprehensive zoning or at one time conformed to applicable zoning regulations, but because of this Ordinance, or a subsequent amendment to this Ordinance, does not meet current requirements.

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Nonconforming Site Element. A site development element, such as landscape or lighting, that predates comprehensive zoning or was constructed or installed in conformance with the applicable zoning regulations, but because of this Ordinance, or a subsequent amendment to this Ordinance, does not meet current requirements.

Nonconforming Structure. A principal or accessory structure that predates comprehensive zoning or at one time conformed to applicable zoning regulations, but because of this Ordinance, or a subsequent amendment to this Ordinance, does not meet current requirements.

Nonconforming Use. The use of a structure or land that predates comprehensive zoning or at one time was an allowed use within a zoning district, but because of this Ordinance, or a subsequent amendment to this Ordinance, is no longer allowed.

Non-Point Source Pollution. Pollution from any source other than from any discernible, confined, and discrete conveyances, and shall include, but not be limited to, pollutants from agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Nonresidential Districts. Zoning districts that allow a variety of nonresidential uses such as retail, restaurant, service, and office, where such types of uses are the primary uses allowed, or where a wide range of commercial uses are allowed with residential uses to create mixed-use development. Nonresidential districts are identified in Section 2.1 as “Mixed-Use and Commercial Districts” (excluding AC, NCU and UN.), “Institutional Districts,” and “Industrial Districts.”

Nonresidential Use. A structure or land used, or intended to be used for nonresidential uses, which includes, but is not limited to, retail, office, entertainment, recreation, public, institutional, and other nonresidential uses. Structures with multi-family dwellings with ground floor nonresidential uses are considered mixed-use development and considered a nonresidential use for the purposes of this Ordinance.

Nonresidential Activities (For SWPPP). Any activity not included within definition of residential activity for purposes of establishing SWPPP requirements only.

Nits. A luminance unit equal to one candle per square meter measured perpendicular to the rays from the source.

Off-Premise Commercial Sign – Permanent. A permanent sign directing attention to a specific business, product, service, entertainment event, activity, or other commercial activity that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located.

Off-Premise Commercial Sign – Temporary. A temporary sign directing attention to a specific business, product, service, entertainment event, activity, or other commercial activity that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located. This includes any ground-mounted, building-mounted, or sign painted, pasted, or otherwise affixed to any tree, rock, fence, utility pole, hydrant, bridge, sidewalk, parkway, curb or street, bench, or trash receptacle that directs attention off-premises.

Off-Street Parking. The storage space for an automobile on premises other than streets or rights-of-way.

Outdoor Display and Sales Area. Part of a lot used for outdoor sales and/or display of goods accessory to the principal use.

Outlot. An area of land set aside within a retail center for a separate principal building that shares a circulation system and may share common parking with the larger retail center development but is separated from the principal building or buildings, typically located along the property line.

Overlay District. A district established in the Ordinance that is superimposed on one or more zoning districts or parts of zoning districts. The standards and requirements associated with an overlay district may be more or less restrictive than those in the underlying districts.

Owner. Any person or entity, including the owner of the title or a mortgage whose interest is shown of record in the mortgage and conveyance records; a person or entity shown as owner in the records of the tax assessor of the county in which the property is situated; or the agent of any such person or entity and those in possession of a dwelling, dwelling unit, or premises.

Parapet. The extension of a false front or wall above a roofline.

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Parking Facility. A parking lot and/or parking structure. Parking facility does not include parking spaces and parking pads for individual dwelling units for single-family, two-family, or townhouse dwellings.

Party Wall. A wall starting from the foundation and extending continuously through all stories to or above the roof that separates one building from another along a property line, but is in joint use by each building.

Patio. A hard surface at or less than six inches above grade designed and intended for gathering or cooking and not used as a parking space. Patios are constructed such that its finished walking surface is laid or poured directly on finished grade.

Pedestrian Facilities. Sidewalks, shared use paths, and similar facilities intended for pedestrian mobility.

Performance Bond. An obligation in writing, under seal, issued by a surety company, satisfactory to the City, binding the obligator to pay a sum of money to the City if the obligor fails to satisfactorily install and/or maintain improvements as required under § 33 of the General City Law, including escrow agreement and other similar collateral or surety agreements.

Pergola. An open structure, which may be either freestanding or attached to a structure, that forms a partially shaded pedestrian walkway, passageway, or sitting area, and is constructed of a semi-open roof and vertical posts that support cross-beams and a sturdy open lattice. If attached to a structure, it is considered part of the building. Freestanding pergolas are considered accessory structures.

Personal Recreation Game Court. Game courts for sports such as tennis or basketball for the private use of the occupants of the property.

Pervious Paving. A range of sustainable materials and techniques for permeable paving with a base and sub-base that allow the movement of stormwater through the surface. Gravel and loose rock are not considered pervious paving.

Phasing (Stormwater Management). Clearing a parcel of land in distinct pieces or parts, with the stabilization of each piece completed before the clearing of the next.

Planning Department Staff. Staff of the Saratoga Springs Office of Planning and Economic Development that provides technical assistance on development applications made to the City's Land Use Boards as well as other planning and development duties.

Plat. A map representing a tract of land illustrating the boundaries and location of individual properties and streets, or a map of a subdivision or planned unit development site plan.

Pollinator. Bees, birds, bats, and other insects or wildlife that pollinate flowering plants, and includes both wild and managed insects.

Pollutant of Concern. Sediment or a water quality measurement that addresses sediment (such as total suspended solids, turbidity or siltation) and any other pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the land disturbance activity.

Preliminary Plat. A drawing showing the salient features of a proposed subdivision submitted to the Board for its consideration prior to submission of the final plat. The preliminary plat is submitted as part of the preliminary submission.

Porch. An architectural feature that projects from the exterior wall of a structure, has direct access to the street level of the building, and is covered by a roof or eaves.

Porch – Unenclosed. A porch that is open on all sides that do not abut a principal building wall.

Porch – Enclosed. A porch enclosed by walls, screens, lattice or other material. A screened-in porch is an enclosed porch.

Porte Cochere. A permanent structure built over a driveway or entry drive attached to a dwelling that provides temporary shelter to persons exiting a vehicle.

Property Line. A lot line. (See lot line definition.)

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Prime Farmland. Land designated as “Prime Farmland” in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)’s Soil Survey Geographic (SSURGO) Database on Web Soil Survey, that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is also available for these land uses.

Principal Building. A non-accessory structure in which a principal use of the lot on which it is located is conducted.

Principal Use. The main use of land or structures as distinguished from an accessory use.

Public Art. Art in any media that has been planned and executed with the intention of being staged in the physical public domain, usually outdoors and accessible to all.

Public Utility. A closely regulated private enterprise with an exclusive franchise for providing a public service deemed necessary for the public health, safety and welfare.

Public Utility Facilities. Telephone, electric and cable television lines, poles, equipment and structures; water or gas pipes, mains, valves or structures; sewer pipes, valves or structures; pumping stations; telephone exchanges and repeater stations; and all other facilities, equipment and structures necessary for conducting a service by a government or a public utility.

Recharge. The replenishment of underground water reserves.

Recreational Vehicle. Any vehicle or boat designed for temporary living quarters, recreation, or temporary human habitation and not used as a commercial vehicle including, but not limited to, the following: boat/watercraft, camper trailer, motorized trailer, off-road vehicle, racing car or cycle, travel trailer, and truck camper.

Refuse Container. A container for the collection of refuse with a hooking mechanism that permits it to be raised and dumped into a sanitation truck typically between one to two cubic yards.

Recycling Containers. A container for the collection of recyclables.

Residential Districts. Zoning districts where the primary permitted use is residential. Residential districts, within the use structure, may allow very limited compatible nonresidential uses, such as places of worship. Residential districts are identified in Section 2.1 as “Residential Districts” and include the NCU, AC, and UN Districts

Residential Use. A structure designed and used or intended to be used for residential occupancy by one or more households, such as single-family, two-family, townhouse, and multi-family dwellings. Multi-family dwellings with ground floor nonresidential uses are considered mixed-use development and are considered a nonresidential use for the purposes of this Ordinance.

Residential Activity (For SWPPP). Activities related to the development of living quarters for single-family or two-family dwelling units for purposes of establishing SWPPP requirements only.

Right-of-Way. A strip of land dedicated for use as a public way. In addition to the roadway, it typically incorporates the curbs, tree belt, sidewalks, and shoulders.

Roof-Mounted Solar Energy System. A solar energy system located on the roof of any legally permitted building or structure that produces electricity for on-site or off-site consumption.

Roofline. The top edge of a roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys, or minor projections.

Satellite Dish Antenna. A dish antenna designed for transmitting signals to a receiver or receiving station or for receiving television, radio, data, communication, or other signals from other antennas, satellites, or other services.

Searchlight. An attention-getting device where an artificial light of high intensity is shined upward in a focused beam and can turn in any direction to attract attention to a location. Also known as sky-beams or sky spotlights.

Sediment Control. Measures that prevent eroded sediment from leaving the site.

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Sensitive Areas (Stormwater Management). Cold water fisheries, shellfish beds, swimming beaches, groundwater recharge areas, water supply reservoirs, habitats for threatened, endangered, or special concern species.

SEQRA. The State Environmental Quality Review Act of New York State as defined in 6 NYCRR 617.

Setback. Defined in Section 21.4.

Setback, Corner Side. Defined in Section 21.4.

Setback, Front. Defined in Section 21.4.

Setback, Interior Side. Defined in Section 21.4.

Setback, Parking. Defined in Section 21.4.

Setback, Rear. Defined in Section 21.4.

Setback, Street. Defined in Section 21.4

Shared Use Path. A path that supports multiple recreation and transportation opportunities, such as walking, bicycling, and wheelchairs.

Shed. An accessory structure, often purchased pre-built or as a kit in pre-fabricated sections, that is not designed to be served by heat or plumbing and does not need to be placed on a permanent foundation. A shed is typically intended to store lawn, garden, or recreational equipment.

Sign. A lettered, numbered, symbolic, pictorial, or illuminated visual display designed to identify, announce, direct, or inform that is visible from a public right of way.

Sign, A-Frame. A temporary sign ordinarily in the shape of the letter "A" or some variation thereof, which is displayed on the ground, not permanently attached to the ground, and usually two-sided, generally connected at the top and separated at the bottom.

Sign, Animated. A sign that uses moving or changing lights to depict action, movement, or the optical illusion of movement of part of the sign structure, sign, or pictorial segment, or including the movement of any illumination or the flashing or varying of light intensity to create a special effect or scene. Animated signs do not include electronic message signs.

Sign, Awning. An awning is a roof-like cover designed for protection from the weather or as a decorative embellishment, which projects from a wall or roof of a structure over a window, walkway, or door, with no supports that extend to the ground. An awning sign is a sign printed or displayed upon an awning.

Sign, Balloon. A sign or advertising device designed to be airborne or inflated and tethered to the ground or other structure. This includes any air-inflated signs and any signs that inflate and move via air inflation.

Sign, Blade. A sign that is attached to a rigid structure that extends more than 12 inches beyond the surface of the structure to which it is attached.

Sign, Canopy. A canopy sign is a sign printed, mounted, or installed upon a canopy. A sign canopy may be one of two types:

1. **Canopy - Non-Structural.** A roofed structure attached to a building, which is not integral to the structure, that is made of durable, weather-resistant material such as canvas, canvas-like material, nylon, or vinyl-coated fabric, placed to extend outward from the building and is supported both by mountings on the structure wall and by supports that extend to the ground.

2. **Canopy - Structural.** A roofed structure constructed of permanent building materials, such as metal, brick, stone, wood or similar building materials, that is constructed as part of and attached to a building, extends outward from the building, and is supported both by the structure and by supports that extend to the ground.

Sign, Drive-Through. A sign constructed as part of drive-through facilities.

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Sign, Flashing. A sign with an intermittent or sequential flashing light source used primarily to attract attention. Flashing signs do not include electronic message signs.

Sign, Freestanding. A sign that is placed on or supported by the ground, independent of the principal structure on the lot.

Sign, Gateway. A sign that is installed over a pedestrian entryway and supported by the ground, independent of the principal structure on the lot, designed as an entryway feature to the property.

Sign, Ghost. A painted wall sign that remains from an earlier time or advertises the use of a building that provides evidence of the history of the use of the building or activities of the community. A ghost sign is not an off-premise sign.

Sign, Moving. A sign where the entire sign structure or a portion of which rotates, moves, elevates, or in any way alters position or geometry. A tri-vision sign where triangular prisms rotate inside a frame to show a new message and/or information are considered moving signs. Moving signs do not include clocks or barber poles.

Sign, Portable. A sign whose principal supporting structure is intended, by design and construction, to rest upon the ground for support and may be easily moved or relocated for reuse. Portable signs include, but are not limited to, signs mounted upon a trailer, wheeled carrier, or other non-motorized mobile structure, with wheels or with wheels removed. Portable signs do not include a-frame signs.

Sign, Roof. A sign that is erected, constructed, or maintained on and/or extending above the roof structure or parapet of any building with the principal support attached to the roof structure.

Sign, Wall (Standard). A sign that is attached directly to an exterior wall of a building or dependent upon a building for support and projects 18 inches or less from the wall of a structure with the exposed face of the sign in a plane substantially parallel to the face of the wall. Window signs are not considered wall signs.

Sign, Wall (Painted). A sign that is painted, applied, or affixed directly on the exterior wall of a building or structure. A painted wall sign is not limited to only the application of paint, but includes other methods of application and/or material, including, but not limited to tiles or screen-printing.

Sign, Wall (Projected). A sign that is projected by an optical device that projects an image directly onto the exterior wall of a building or structure by light or other technological means.

Sign, Window. A sign that is attached directly to, placed directly upon, or printed directly on the interior or exterior of a window or door of a building, or a sign placed on the interior within three feet of a window intended for viewing from the exterior of such a building. A window sign may be either permanent or temporary. Shadowbox design within display windows, where the window display is designed with a background enclosure against which signs are mounted that blocks view into the establishment, is considered a window sign and the entire area of the shadowbox is subject to the maximum sign area limitation.

Significant Tree. A broadleaf tree that measures 12 inches or more in diameter at breast height or a coniferous tree that measures 24 inches or more in diameter at breast height. Any tree of an invasive species, regardless of size, is not considered a significant tree.

Sketch Plan. A concept, informal map of a proposed subdivision or planned unit development site plan of sufficient accuracy to be used for the purpose of discussion and classification.

Solar Energy Equipment. Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

Solar Energy System. The components and subsystems required to convert solar energy into electric energy suitable for use. The term includes, but is not limited to, solar panels and solar energy equipment. The area of a solar energy system includes all the land inside the perimeter of the solar energy system, which extends to any interconnection equipment. A solar energy system is classified as a Tier 1, Tier 2, or Tier 3 solar energy system as follows:

1. Tier 1 solar energy systems include the following:
 - a. Roof-mounted solar energy systems

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b. Building-integrated solar energy systems

2. Tier 2 solar energy systems include ground-mounted solar energy systems with system capacity up to 25 kW AC and that generate no more than 110% of the electricity consumed on the site over the previous 12 months.
3. Tier 3 solar energy systems are systems that do not meet the definitions of Tier 1 and Tier 2 solar energy systems.

Solar Panel. A photovoltaic device capable of collecting and converting solar energy into electricity.

SPDES General Permit for Construction Activities GP-0-20-001 (as amended or revised). A permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to developers of construction activities to regulate disturbance of one or more acres of land.

SPDES General Permit for Stormwater Discharges from Municipal Separate Stormwater Sewer Systems GP-0-15-003 (as amended or revised). A permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to municipalities to regulate discharges from municipal separate storm sewers for compliance with EPA established water quality standards and/or to specify stormwater control standards.

Stabilization. The use of practices that prevent exposed soil from eroding.

Stacking Space. A space specifically designed and designated as a waiting area for vehicles patronizing a drive-through facility or service bay.

Standpipe. A rigid vertical or horizontal pipe to which fire hoses can be connected, which may be building, ground, or roof mounted.

Stepback. In building height, a stepback is the required additional distance that upper stories of a structure must be recessed from the facade of the stories below.

Stoop. An exterior floor typically, constructed of stone, concrete, and/or masonry, with a finished floor elevation higher than the adjacent ground level, often with steps leading up to it, and utilized primarily as an access platform to a structure. A stoop may be roofed and designed with railings, but cannot be enclosed.

Stop-Work Order. An order issued which requires construction activity on a site be stopped.

Storage Battery. A device that stores energy and makes it available in an electrical form.

Stormwater. Rainwater, surface runoff, snowmelt and drainage.

Stormwater Hotspot. A land use or activity that generates higher concentrations of hydrocarbons, trace metals or toxicants than are found in typical stormwater runoff, based on monitoring studies.

Stormwater Management. The use of structural or nonstructural practices that are designed to reduce stormwater runoff and mitigate its adverse impacts on property, natural resources and the environment.

Stormwater Management Facility. One or a series of stormwater management practices installed, stabilized and operating for the purpose of controlling stormwater runoff.

Stormwater Management Practices (SMPs). Measures, either structural or nonstructural, that are determined to be the most effective, practical means of preventing flood damage and preventing or reducing point source or non-point source pollution inputs to stormwater runoff and water bodies.

Stormwater Pollution Prevention Plan (SWPPP). A plan for controlling stormwater runoff and pollutants from a site during and after construction activities.

Stormwater Runoff. Flow on the surface of the ground, resulting from precipitation.

Stream. A watercourse having a source and a terminus, banks and channel through which water flows at least periodically.

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Structural Alteration. Any change, other than incidental repairs, which would prolong the life of supporting members of a structure, such as the addition, removal, or alteration of bearing walls, columns, beams, girders or foundations.

Structure. Any constructed or placed material in or upon the ground, including buildings, towers, sheds, pools, signs and the like, but excluding sidewalks, paving, grading, patios, and the like.

Subdivision. The division of a lot, tract, or parcel of land into two or more lots.

Surface Waters of the State of New York. Lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic ocean within the territorial seas of the state of New York and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, public or private (except those private waters that do not combine or effect a junction with natural surface or underground waters), which are wholly or partially within or bordering the state or within its jurisdiction. Storm sewers and waste treatment systems, including treatment ponds or lagoons which also meet the criteria of this definition are not waters of the state. This exclusion applies only to man-made bodies of water which neither were originally created in waters of the state (such as a disposal area in wetlands) nor resulted from impoundment of waters of the state.

Survey. The process of precisely ascertaining the area dimensions of a piece of land and conducted by an individual licensed by the New York State Department of Education. This process may also involve ascertaining the precise location of naturally occurring or built features, and topography.

Tasting Room. An area within an alcohol production facility where guests may sample products produced on-site.

Timber Harvesting. The felling and trimming trees and subsequent transportation of the logs to a mill.

Unified Control. The combination of two or more tracts of land wherein each owner has agreed that his tract of land will be developed under the same development approvals.

Use. The purpose or activity for which the land or structure is designed, arranged, or intended, or for which it is occupied or maintained.

Video Display Sign. A sign, or portion of a sign, that displays an electronic video, whether pre-recorded or streaming. This includes projection of an electronic video on a wall or other surface.

Watercourse. Any stream, pond, lake, drainage channel, or other area of land that is normally filled with water. Boundaries of a watercourse are measured at the high-water mark.

Waterway. A channel that directs surface runoff to a watercourse or to the public storm drain.

Wetland. An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Wetland, Jurisdictional. An area of land that is characterized by hydrophytic vegetation, saturated soils, or periodic inundation, which is classified as a wetland or by either the New York State Department of Environmental Conservation or the U.S. Army Corps of Engineers.

Wind Turbine. A device that converts the wind's kinetic energy into electrical energy.

White Roof. A roof designed to deliver high solar reflectance, reducing heat transfer to the building and the ability to radiate absorbed, or non-reflected solar energy.

Yard. Defined in Section 21.4.

Yard, Front. Defined in Section 21.4.

Yard, Interior Side. Defined in Section 21.4.

Yard, Corner Side. Defined in Section 21.4.

Yard, Rear. Defined in Section 21.4.

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Zoning Lot. A lot or combination of lots within a single block, which may be designated by its owner or developer, or by the Zoning Officer to be used, developed, or built upon as a unit. A zoning lot may coincide with a lot of record or may be comprised of one or more lots of record under common ownership as specified in the conditions of Section 19.4.

Zoning Officer. The administrative officer, or his/her designee, charged with enforcing the provisions of this Ordinance.

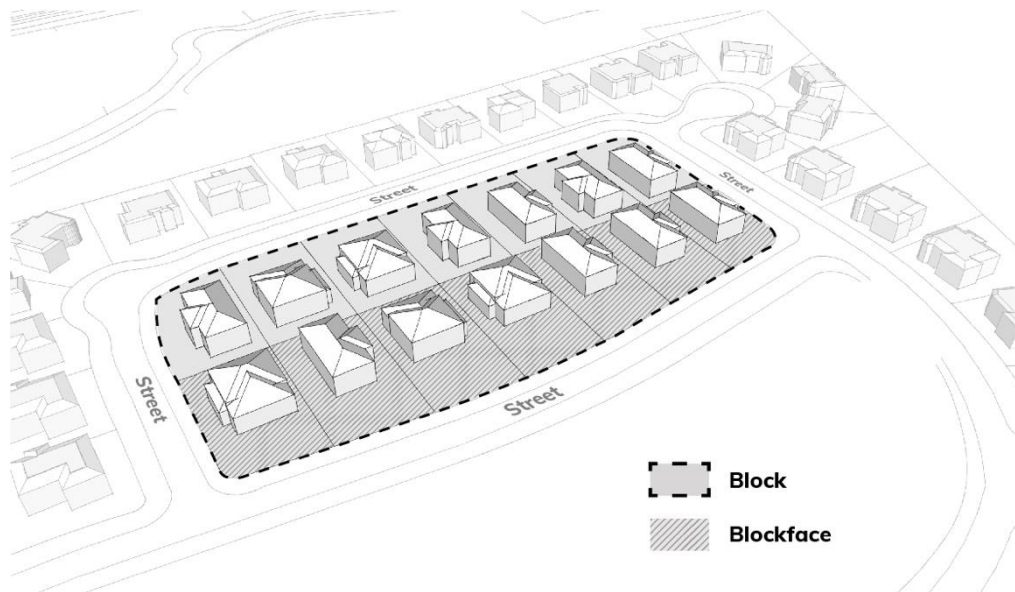
21.4 RULES OF MEASUREMENT

This section provides the rules of measurement for the dimensional standards and locational characteristics within the Ordinance.

A. Block and Blockface

1. A block is a tract of land bounded by streets, or a combination of streets and railroad rights-of-way.
2. Blockface is measured as that portion of a block or tract of land facing the same side of a single street and lying between the closest intersecting streets.

BLOCK AND BLOCKFACE



B. Build-To Dimensions

Certain dimensional requirements with the district require structures to be constructed at a build-to dimension. A build-to requirement is a boundary or alignment, parallel to a lot line, where a structure must be placed. This Ordinance includes two types of build-to dimensions:

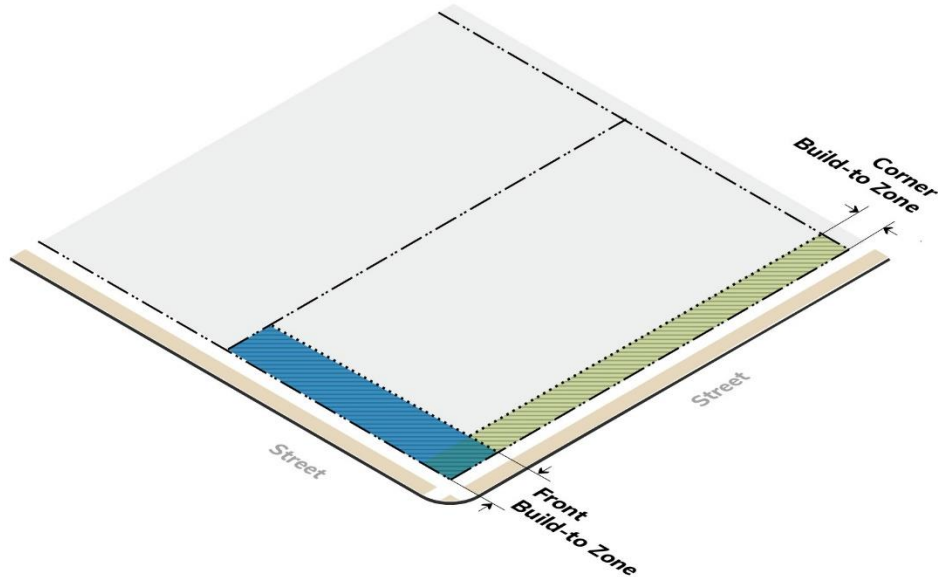
1. Build-To Zone (BTZ)

A build-to zone (BTZ) is the area on a lot, measured perpendicular from the applicable lot line, where the building line must locate within the minimum and maximum range of setback provided. The building line must be located within the build-to zone.

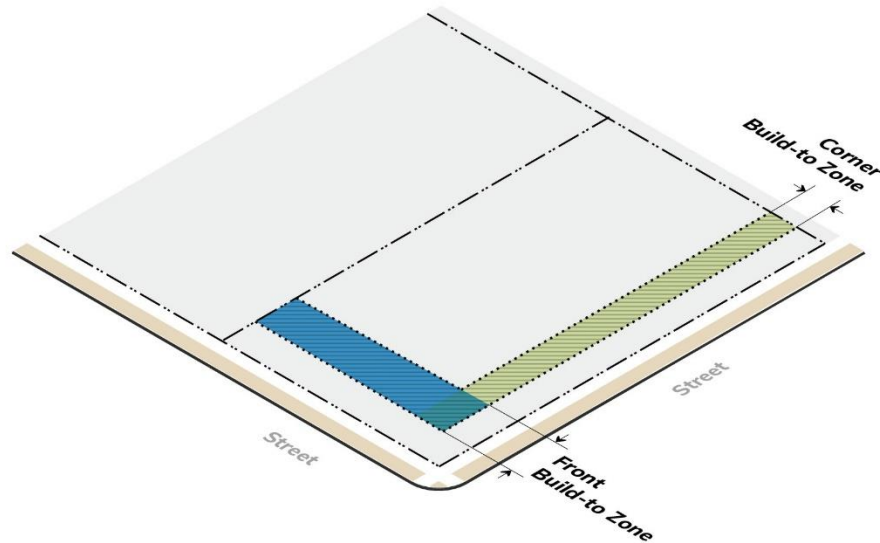
2. Build-Out Percentage

A build-out percentage specifies the percentage of the total lot width that must be occupied by the building line within the build-to zone. Public civic space included on-site, designed per the standards of Section 9.3, will count as part of the building line for the purposes of calculating the build-out percentage.

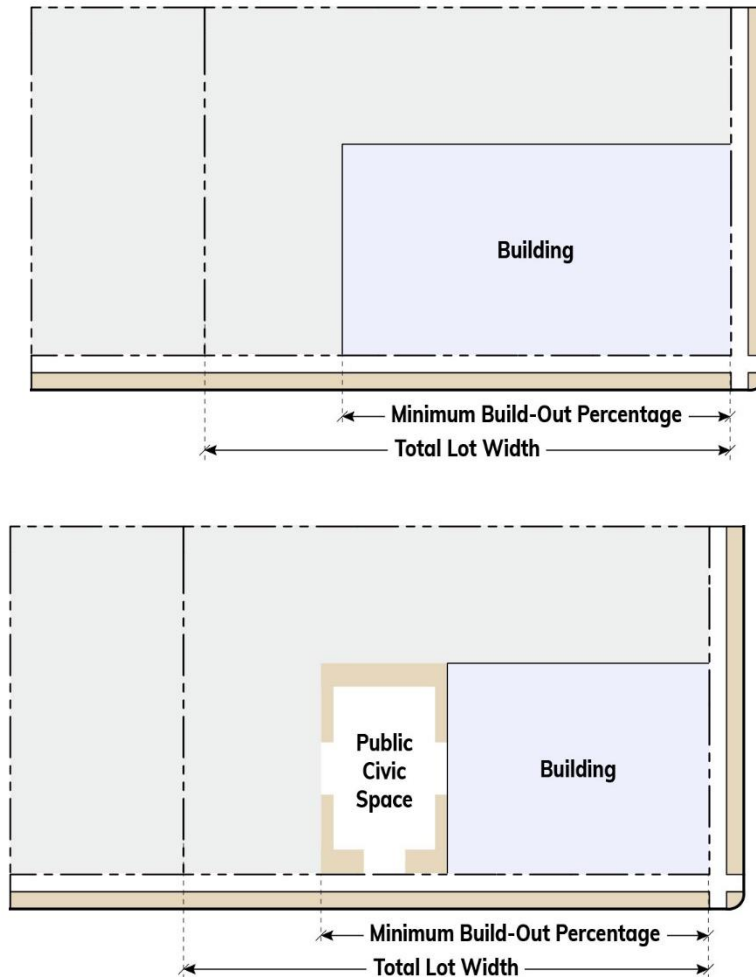
BUILD-TO ZONE (BTZ): MINIMUM DIMENSION BEGINS AT LOT LINE (For example, a 0'-5' BTZ)



BUILD-TO ZONE (BTZ): MINIMUM DIMENSION BEGINS BEHIND LOT LINE (For example, a 5'-15' BTZ)



BUILD-OUT PERCENTAGE



C. Building Coverage

That portion of the lot that is covered by principal buildings and accessory structures. Building coverage is measured from all overhangs and above ground projections such as eaves, cornices, bay windows, and balconies, and all ground level projections such as window wells, escape wells, porches, and decks.

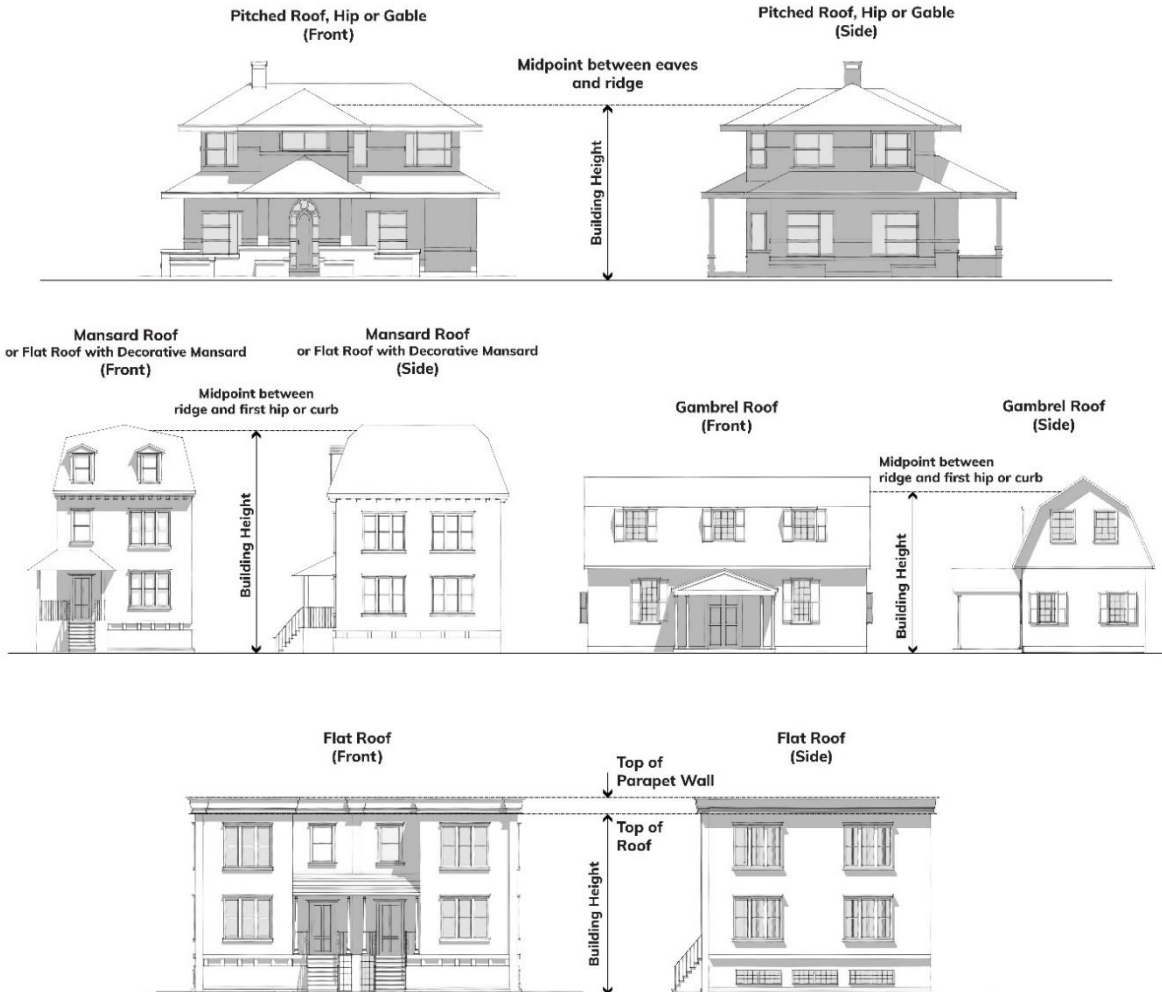
D. Building Height

1. Maximum building height is measured from grade (see item G below) at each side of the building as follows:
 - a. The top of a flat roof, including structures designed with a decorative mansard roof concealing a flat roof.
 - b. The midpoint between the ridge and the first hip or curb of a mansard or gambrel roof.
 - c. The midpoint height between the eaves and the ridge in the case of a pitched roof.
 - d. Any dormers on the roof that extend past the roofline cannot exceed the maximum building height permitted in the district, as measured from the adjacent average grade, or its equivalent, to the top of the dormer.

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- 2.** For the purposes of building height measurement, roof types are defined as follows:
 - a.** Flat Roof: A roof that is not pitched and where the surface of the roof is generally parallel to the ground. A mono-pitched roof with a pitch of 2:12 or less, also called a shed roof, is a single-sloping roof surface, and is also considered a flat roof.
 - b.** Mansard or Gambrel Roof: A two-sided roof with two slopes on each side. The upper slope is positioned at a shallow angle, while the lower slope is steep. A gambrel roof has vertical gable ends, while a mansard roof is hipped at the four corners of the building.
 - c.** Pitched Roof: A gable or hip roof having a slope or pitch of at least one foot rise for each four feet of horizontal distance in the direction of the slope or pitch of the roof. A hipped roof is sloped in two pairs of directions compared to the one pair of direction for a gable roof.
- 3.** The following architectural features and mechanical equipment are exempt from maximum height limitations, unless otherwise limited by any height restriction imposed by any airport authority, or other similar federal, state, or local authority. Such architectural features or mechanical equipment cannot exceed 25% in aggregate coverage of the roof area and cannot be used for human occupancy.
 - a.** Public utility poles, towers, and wires. Public utilities do not include wireless telecommunications, solar panels, and wind turbines unless operated by a government agency.
 - b.** Water tanks and standpipes.
 - c.** Building appurtenances such as chimneys, parapet walls up to 48 inches in height, skylights, steeples, flag poles, smokestacks, cooling towers, elevator bulkheads, monuments, stacks, ornamental towers and spires, unoccupied rooftop accessory structures, or penthouses to house mechanical equipment and the like.

BUILDING HEIGHT



E. Caliper

Tree caliper is the diameter of a tree trunk, measured at four and one-half feet above the adjacent ground.

F. First Floor Elevation

The supporting base upon which a building sits and the finished elevation of the first floor living space as measured from grade as described in this section. Grade for first floor elevation is measured as follows:

1. The grade for measurement is the existing grade of adjacent lots or the existing grade of the sidewalk, as applicable.
 - a. For an interior lot, the average of the existing grade at the interior side lot line of each adjacent lot.
 - b. For a corner lot, the average of the existing grade at the interior side lot line of the adjacent lot and the grade of the adjacent sidewalk at the corner lot line.
 - c. Where there is a difference in grade between the interior side lot lines, or in the case of a corner lot between the interior side lot line and the corner side lot line, the average between the two lot lines is used.

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2. For the subject lot, the grade used is the existing grade prior to any grading of the subject lot before construction.

G. Grade

The average of the finished ground level at six feet from the face of the building or the property line, whichever is less, of each wall of a building measured vertically along the facade and averaged.

H. Gross Floor Area (GFA)

The gross floor area (GFA) of a structure is the sum of the gross horizontal areas of all floors of the structure as measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings.

I. Impervious Surface Coverage (non-SWPPP)

Note: the following definition and measurement methodology applies to projects and properties not covered by an approved Stormwater Pollution Prevention Plan (SWPPP). Projects and properties covered by SWPPP shall utilize the Impervious Cover definition and methodology as specified in the NYS Stormwater Management Design Manual.

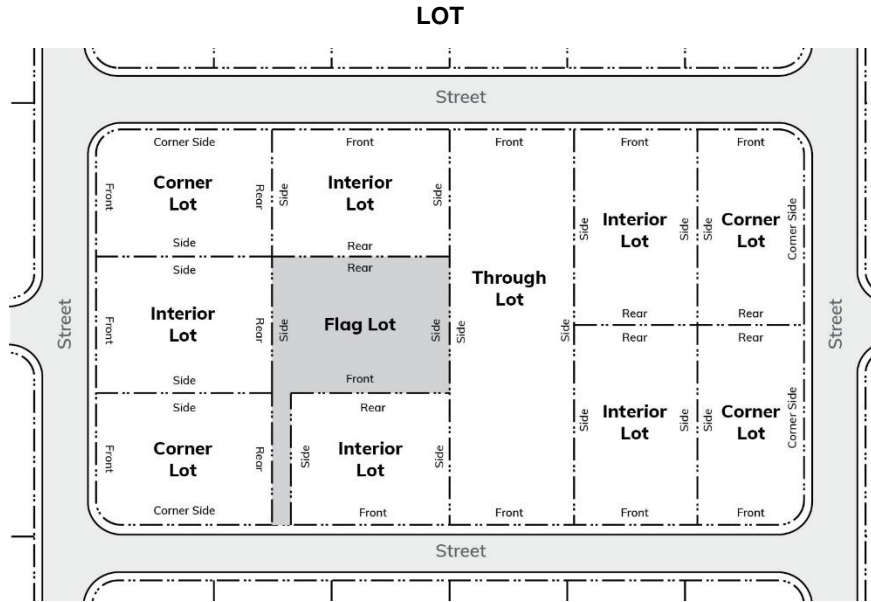
1. Impervious surface coverage is a measure of intensity of land use that represents the portion of a site that is occupied by structures, pavement, and other impervious surfaces that do not allow for the absorption of water into the ground. Maximum impervious surface of a lot is calculated as the percentage of all impervious surface area against the total area of the lot.
2. Impervious surfaces include: paved and gravel road surfaces, paved and gravel parking lots, paved and gravel driveways, paved sidewalks, building structures, decks, and miscellaneous impermeable structures such as patios, pools, and sheds.
3. Permeable pavement includes any materials installed, operated, and maintained to permit the passage of water through the pavement, including, but not limited to, porous concrete, porous asphalt, permeable interlocking concrete pavers, and concrete grid pavers. Permeable pavement is permitted, but will be calculated as impervious surface unless it can be materially demonstrated that the effective infiltration rate of the surface meets or exceeds 1.1 inches / hour. Permeable pavement must be designed in accordance with the NYS Stormwater Management Design Manual and installed per manufacturer's instructions in order to be eligible for consideration as a permeable surface.

J. Lot

A lot is the basic development unit for determination of lot area, depth, and other dimensional regulations; or a parcel of land whose boundaries have been established by some legal instrument such as a recorded deed or recorded map and which is recognized as a separate legal entity for purposes of transfer of title or a zoning lot as defined or specified in this Ordinance. The following describes the types of lot configurations:

1. An interior lot is a lot other than a corner or through lot, bounded by two interior side lot lines.
2. A corner lot is a lot situated at the junction of, and abutting on, two or more intersecting streets.
3. A through lot is a lot which fronts upon two parallel streets, or which fronts upon two streets which do not intersect at the boundaries of the lot. A through lot is also called a double frontage lot.
4. A flag lot is platted so that the main building site area (the "flag") is set back from the street on which it fronts and includes an access strip (the "pole") connecting the main building site with the street.

Article 21. Definitions & Measurement Methodologies



K. Lot Area

The total area within the boundaries of a lot, excluding any street right-of-way, usually defined in square footage.

L. Lot Depth

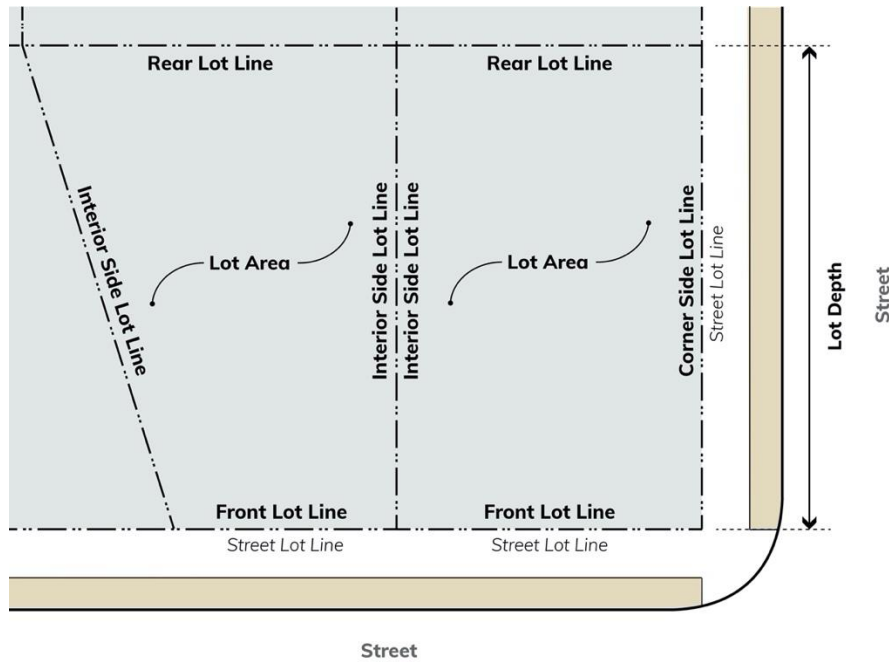
The distance from the front lot line to the rear lot line as measured from the midpoint of the front lot line to the midpoint of the rear lot line. In the case of triangular or similarly irregularly shaped lots, the rear lot line used to measure lot depth is a calculated line of ten feet in length entirely within the lot, parallel to and at a maximum distance from the front lot line.

M. Lot Line

A line of record bounding a lot, as indicated on an approved, filed, and recorded subdivision plat, which divides one lot from another lot or from a public or private street or any other public or private space and includes:

1. A front lot line is the lot line separating a lot from a street right-of-way. The front lot line of a corner lot is the shortest street lot line of a corner lot abutting a street. A front lot line for a through lot is both lot lines that abut a street. On a corner lot, where both street lot lines are equal, the applicant may choose which lot line is the front lot line.
2. A rear lot line is the lot line opposite and most distant from the front lot line. In the case of triangular or similarly irregularly shaped lots, the rear lot line is a calculated line of ten feet in length entirely within the lot, parallel to and at a maximum distance from the front lot line.
3. On a corner lot, the corner side lot line is perpendicular or approximately perpendicular to the front lot line and is the longer street abutting lot line of a corner lot. On a corner lot, where both street lot lines are equal, the applicant may choose which lot line is the corner side lot line.
4. On an interior lot, the interior side lot line is perpendicular or approximately perpendicular to the front lot line and abuts an adjacent lot.
5. A street lot line is any lot line separating a lot from a street right-of-way.

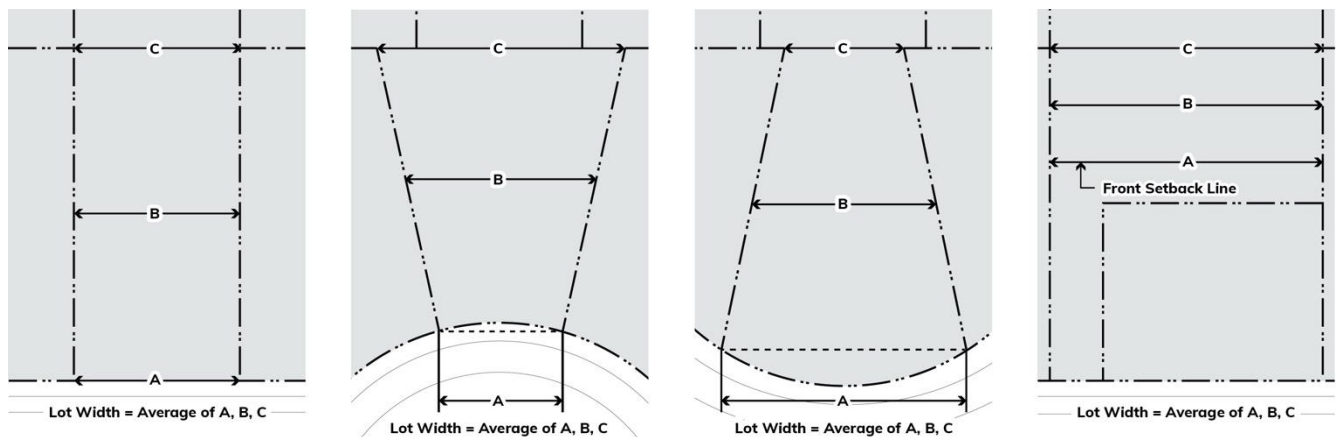
LOT AREA, LOT DEPTH, AND LOT LINES



N. Lot Width

1. Lot width is calculated as the average of the lot width at the front lot line, the lot width at the rear lot line, and the lot width at the midpoint of the lot.
2. For lots with a curved front lot line, the width of the front lot line is a chord measured as a straight line segment that intersects each of the two end points of the curved lot line
3. For flag lots, the lot width used for the front lot line is that of the front setback line, as defined in this section. The midpoint of the lot is calculated as the midpoint between the front setback line and the rear lot line.

LOT WIDTH



O. Separation Measurement

When uses are required to be measured a certain distance from another use or district, such separation distance is measured from a point of the lot line on which such use is proposed to be located to the nearest point on the lot line where the other use or district is located.

P. Sign Dimensions

1. Calculation of Sign Area

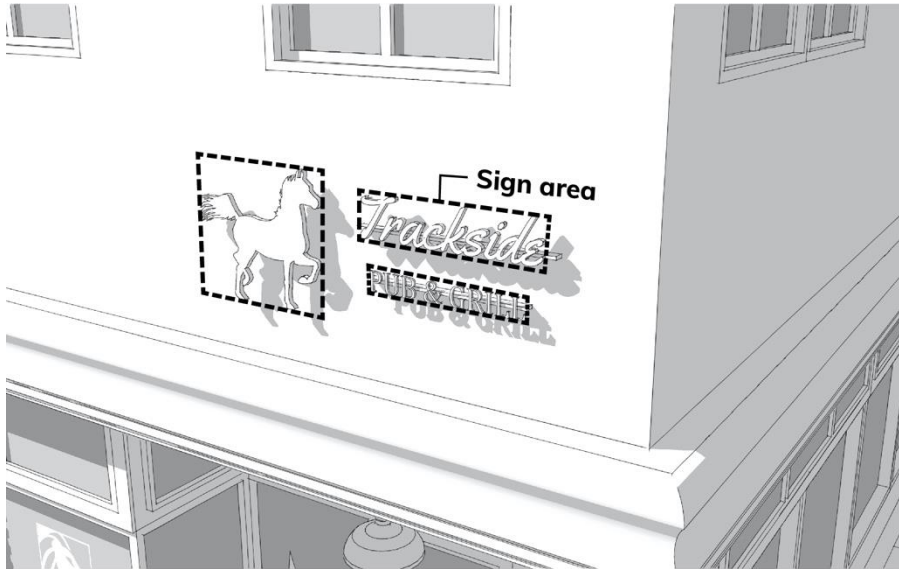
a. The sign area of each sign is the total exposed surface devoted to the sign's message, including all ornamentation, embellishment, symbols, logos, letters, characters, other figures, or frames, whether structural or decorative. The calculation of sign area does not include any supports or bracing. For channel letters or freestanding logos/symbols, the sign area is calculated as the customary, applicable mathematical formula for the total area of each square, circle, ellipse, rectangle, or triangle, or combination thereof, that encompasses each word, logo, image, background, and/or display.

b. Window area for the purpose of calculating maximum area of window signs is calculated as a continuous surface until divided by an architectural or structural element. Muntins or mullions one inch or less in size are not considered an element that divides window area. Total window area is calculated as length times width of the window area. Only the individual letters or logos of the window sign shall be used in the calculation of surface area. The transparent film around the perimeter of the individual letters or logos comprising the window sign and used to affix the window sign to the interior or exterior of a windowpane or glass door shall be exempt from the area calculations, provided that such portion of the transparent film maintains 100% transparency of the window.

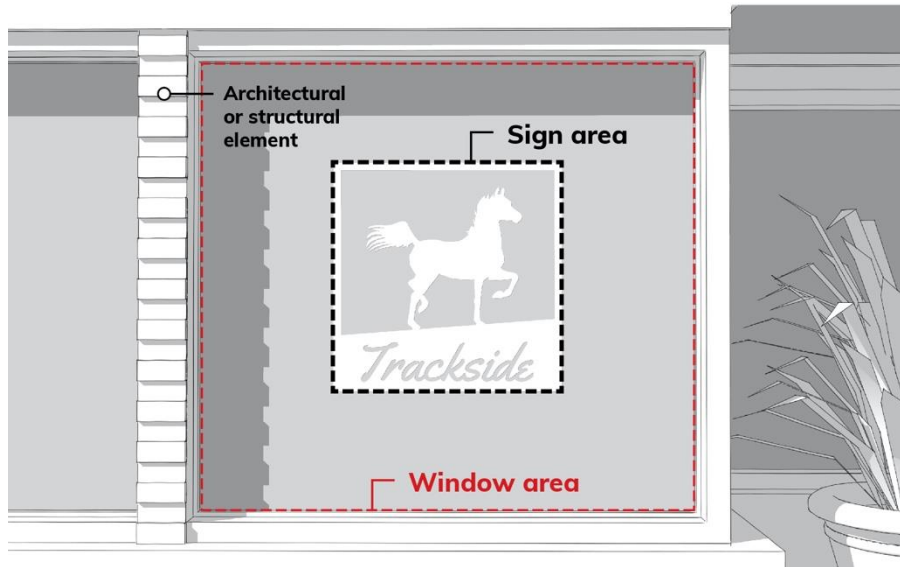
SIGN AREA - SIGN WITH BACKGROUND



SIGN AREA - CHANNEL LETTERS/FREESTANDING LOGOS



SIGN AREA - WINDOW SIGNS



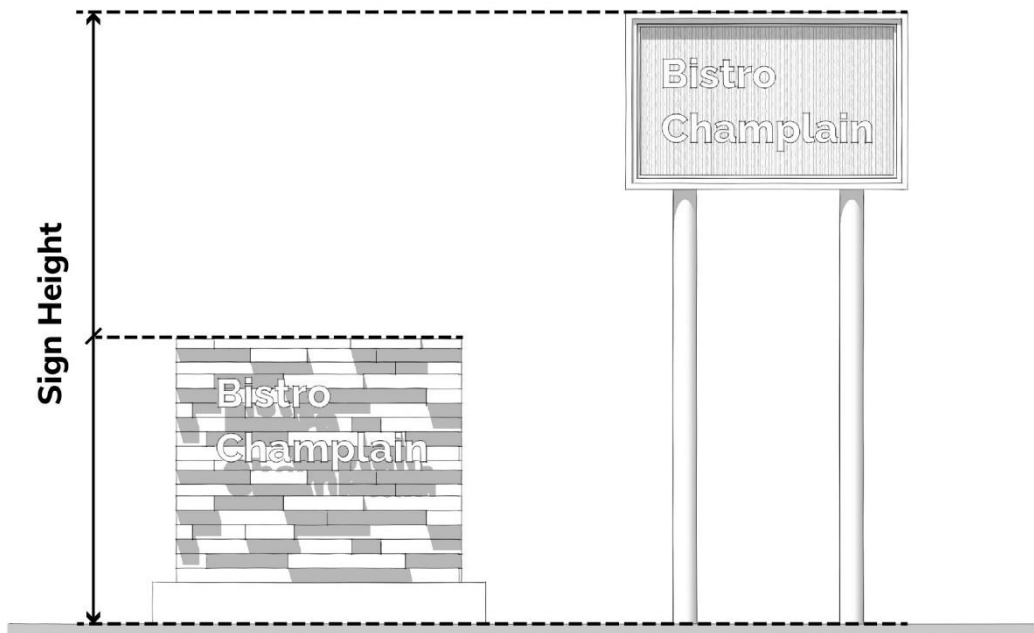
2. Measurement of Sign Height

For ground signs, sign height is measured as the vertical distance measured from the normal grade at the base of the sign to the highest point of the sign, including any decorative elements. Normal grade shall be construed to be the existing grade prior to construction or the newly established grade after construction, exclusive of any fill, berm, mound, or excavation solely for the purpose of locating the sign, whichever is lower.

3. Measurement of Vertical Clearance

For building-mounted signs, vertical clearance is measured as the vertical distance measured from the ground directly below the sign to the lowest point of the sign.

SIGN HEIGHT



VERTICAL CLEARANCE



4. Determination of Number of Sign Faces

If the interior angle between two sign faces is 45° (degrees) or less, the sign area is computed as the area of one face only. If the angle between two sign faces is greater than 45° (degrees), the total sign area is computed as the sum of the areas of the two faces.

5. Sign Setback

A required sign setback is measured from the applicable lot line to the closest component of the sign or sign structure.

Q. Yards and Setbacks

1. General Definitions

- a.** A yard is the open space area between the building line of a principal building and the adjoining lot lines, exclusive of facade articulation, such as window or wall recesses and projections.
- b.** A required setback is the required minimum distance a principal building must be located from a lot line, which is unoccupied and unobstructed by any projections of a principal building, unless permitted by this Ordinance.
 - i.** A build-to zone is considered a required setback. In the case of a build-to zone, the setback is the defined area (defined by minimum and maximum build-to lines) where the principal building must be located.
- c.** A setback may be equal to or lesser than a yard.
- d.** A setback is located along the applicable lot line for the minimum depth specified by the zoning district in which such lot is located.

2. Front Yard and Front Setback

The front yard and front setback extend the full width of the lot between side lot lines measured perpendicular to the front lot line.

- a.** Front Yard: A front yard is located between a principal building line and the front lot line.
- b.** Front Setback: A front setback is the required minimum distance per the zoning district that a principal building must be located from the front lot line.
- c.** Front setbacks on irregular lots are subject to the additional provisions:
 - i.** On a lot with a radial (curved) front lot line, the required front setback, as measured from the right-of-way line follows the curve of the lot line.
 - ii.** For flag lots, the front yard and setback is measured from the rear lot line of the lot that separates the flag portion of the lot from the street. For multiple flag lots that utilize a common drive, the front yard and setback may be measured from the lot line of the pole or access strip, as extended into the lot.
- d.** Front setback averaging is calculated as per Section 3.3.B.1.

3. Interior Side Yard and Interior Side Setback

The interior side yard and interior side setback extend along the interior side lot line between the front and rear yard or setback, measured perpendicular to the interior side lot line.

- a.** Interior Side Yard: An interior side yard is located between a principal building line and the interior side lot line.
- b.** Interior Side Setback: An interior side setback is the required minimum distance per the zoning district that a principal building must be located from the interior side lot line.
- c.** Total Interior Side Setback: The total combined interior side setback required on the lot. This standard does not apply to corner lots.
- d.** For single-family semi-detached and single-family attached developments, the interior side yard and interior side setback are only applicable to the side of the unit not located on the lot line (no shared wall attachment to another unit). For townhouse developments, the interior side yard and interior side setback are only applicable to end units of the development townhouse building.

Article 21. Definitions & Measurement Methodologies

4. Corner Side Yard and Corner Side Setback

The corner side yard and corner side setback extend along the corner side lot line between the front yard or front setback and the rear lot line, measured perpendicular to the corner side lot line.

- a.** Corner Side Yard: A corner side yard is located between a principal building line and the corner side lot line.
- b.** Corner Side Setback: A corner side setback is the required minimum distance per the zoning district that a principal building must be located from the corner side lot line.

5. Rear Yard and Rear Setback

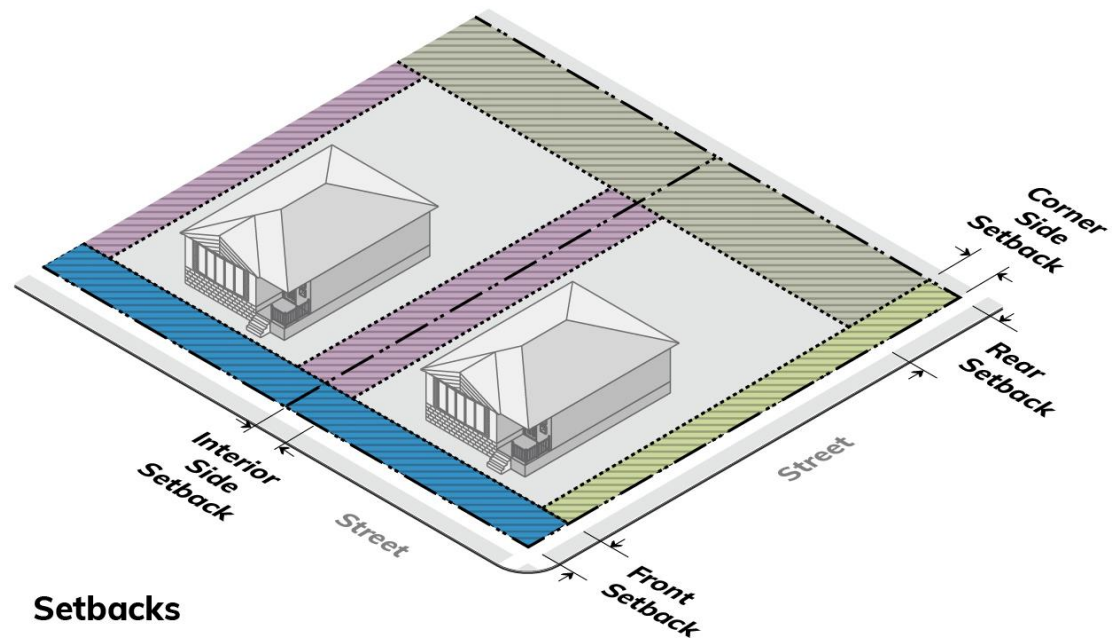
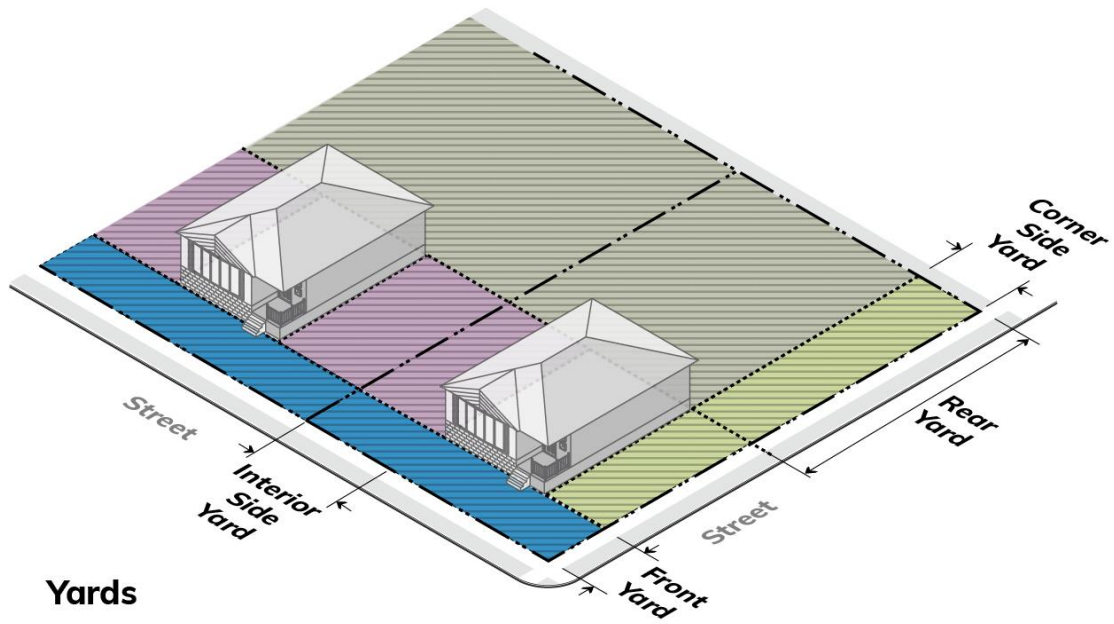
The rear yard and rear setback extend between interior side lot lines, measured perpendicular to the rear lot line.

- a.** Rear Yard: A rear yard is located between a principal building line and the rear lot line.
- b.** Rear Setback: A rear setback is the required minimum distance per the zoning district that a principal building must be located from the rear lot line.
- c.** In the case of a corner lot, the rear yard and rear setback extend between the interior side lot line to the required corner side setback, measured perpendicular to the rear lot line.

7. Yard and Setback Requirements for Through Lots

For through lots, both the front and the rear required setbacks must meet the required front setback of the zoning district.

YARDS AND SETBACKS



15.10 CONSTRUCTION AND INSPECTIONS

Construction and inspections are conducted by the Department of Public Works.

A. Pre-Construction Conference

Following final plat and site plan approval, a pre-construction conference must be held with the Department of Public Works and relevant department staff to discuss construction schedules, process and inspections.

B. Construction Notifications

The owner or designated representative must notify the Department of Public Works 48 hours prior to commencing any work and prior to resuming work if the contractor is absent from the site for more than seven days. In addition, the Department of Public Works must be notified prior to any of the following construction activities:

1. Site clearing
2. Sanitary sewer installation
3. Storm sewer installation
4. Waterline installation
5. Sub-grade preparation
6. Gravel installation
7. Asphalt binder and wearing courses and curbing
8. Blasting
9. Any special construction

Failure to notify the Department of Public Works of these activities prior to completion will make the work subject to rejection, excavation, and inspection at the applicant's expense.

C. Inspections

1. The Department of Public Works will inspect the required construction activity. The applicant is responsible for all inspection fees as established by the City Council.
2. If the Department of Public Works finds that the required improvements have not been constructed in accordance with approved plans and specifications, The Department of Public Works will report such to the City Attorney, the Building Inspector, and the Planning Board. The City Attorney will notify the applicant and, if necessary, the financial guarantor, and take all necessary steps to preserve the City's rights under the performance guarantee.
3. The Department of Public Works has the authority to suspend work on any site if it is found to be in violation of the approved plat or plan or is conducted in an unsafe or dangerous manner. All unauthorized activity must be suspended until the stop work order has been rescinded.
 - a. The stop work order must be in writing and must state the conditions under which the activity may resume.
 - b. The stop work order will be presented to the person performing the work and, if different, the property owner in person or by certified or registered mail, and may be placed upon a conspicuous portion of the building or premises in use.

Article 15. Public Improvements

4. The Department of Public Works has the authority to direct or take immediate action to abate or remedy any hazard or imminent danger to the public health, safety, or welfare. Any documented costs incurred by such action will be paid for by the owner of such property or person responsible. The City is authorized to institute a suit, if necessary, against the person liable for such expenses or to place a lien against the property in order to recover the said costs.

5. Upon completion of all required improvements, the applicant must submit proposed "as-built" drawings to the Department of Public Works for review and approval.

Article 16. Conservation Design

- 16.1 PURPOSE
- 16.2 APPLICABILITY
- 16.3 USES PERMITTED
- 16.4 CONSERVATION DESIGN PROCESS
- 16.5 CONSTRAINED LAND ANALYSIS
- 16.6 CONSERVATION FEATURES ANALYSIS
- 16.7 EXEMPTION FROM CONSERVATION DESIGN
- 16.8 CONSERVATION EASEMENTS
- 16.9 DIMENSIONAL AND SITING STANDARDS
- 16.10 DESIGN STANDARDS

16.1 PURPOSE

The purpose of conservation design is to achieve a balance between well designed residential development, meaningful open space conservation, and natural resource protection in the countryside by requiring conservation design instead of conventional subdivision. Conservation design standards guide development so that it locates and coordinates areas for development where the conservation of natural features is prioritized, and provides common open space areas for passive and/or active recreational use by residents of the development and, where appropriate, the larger community.

16.2 APPLICABILITY

Conservation design is required for subdivisions in the RR and SR Districts. The Planning Board may authorize conservation design in any residential district following an evaluation of the constrained land and conservation features analyses.

16.3 USES PERMITTED

Only single-family and single-family attached dwellings are permitted within a conservation design.

16.4 CONSERVATION DESIGN PROCESS

The following provides an overview of the conservation design process:

- A. The conservation design subdivision application process is as described in Article 14 and in accordance with this Article.
- B. Analysis of constrained land of the property is required, as identified in Section 16.5.
- C. Calculation of base density based on remaining developable land.
- D. Analysis of conservation features of the property is required, as identified in Section 16.6.
- E. The Planning Board will not accept any application that does not include complete constrained land and conservation features analyses sufficient for the Planning Board to make its conservation findings.
- F. Calculation of density bonus, if applicable.
- G. All constrained land and the conservation features must be placed within the conservation easement.
- H. The land area outside of the conservation easement, may be developed according to the density and design standards of Section 16.9.

16.5 CONSTRAINED LAND ANALYSIS

Constrained land is any land classified as:

- A. Wetlands.
 - 1. The conservation analysis must show all wetlands as defined by the Federal Clean Water Act and the NYS Department of Environmental Conservation (NYS DEC).

2. U.S. Fish and Wildlife Service National Wetlands Inventory maps, NYS DEC wetlands maps, and other sources required by the City may be used to identify wetlands.

3. If wetlands are present, a wetlands assessment must be submitted prior to consideration of a preliminary plat as required by the U.S. Army Corps of Engineers or the NYS DEC. The name and address of the individual who conducted the wetland assessment must be indicated on the development project plan.

4. Wetlands must be shown on the constrained land analysis by a line denoting the boundary of wetlands or a note stating that no wetlands exist on the site.

B. Watercourses. Topographic maps must be used to determine the presence of watercourses and drainage courses. If engineering studies provide the basis for topographic or flood plain information, they must be approved by a professional engineer.

C. 100-year floodplains as shown on FEMA flood insurance rate maps or more current sources of information.

D. Steep slopes over 15% of a minimum of 2,000sf of contiguous sloped area. The constrained land analysis must show existing slopes greater than 15%. Slopes between 15% to 25% must be distinguished from slopes greater than 25%.

16.6 CONSERVATION FEATURES ANALYSIS

A. Purpose

The purpose of the conservation analysis is to identify additional natural resources outside of constrained land to be preserved. The conservation analysis describes the importance and the current and potential conservation value of all land on the site. The conservation analysis shows those lands with conservation value including, but not limited to, the following:

1. Land exhibiting present or potential recreational, historic, cultural, ecological, agricultural, water resource, scenic, or other natural resource value, as identified in item B below.
2. Open space and recreational resources described in the City's Comprehensive Plan, Urban and Community Forest Master Plan, the Saratoga Springs Open Space Plan and the Saratoga Greenbelt Trail Plan, and any Natural Resources Inventory conducted by the City.

B. Conservation Features Analysis – Required Elements

A conservation features analysis must address, at a minimum, each element of this section, including statements that such resources are not present.

1. Sensitive Soils

The conservation analysis must show sensitive soils as identified on any soil survey prepared for a government body. Soil limitations on development must be noted on the conservation analysis. Severe soil limitations must also be noted and described, which are defined as having one or more of the following characteristics as identified below:

- a. Seasonal high water table
- b. Subject to flood hazard
- c. Poor drainage
- d. High shrink/swell potential
- e. Shallow depth to bedrock
- f. Excessive slopes
- g. High susceptibility to erosion
- h. Agriculturally significant soils

2. Wetland Buffers

Wetland buffers as required in Article 7.

3. Woodlands

The conservation analysis must show woodlands indicated by the most current aerial photos from the City or County, or other available sources. Woodlands are areas of trees whose combined canopies cover a minimum of 80% of an area of one acre or more. Such areas must be delineated by a circumferential line extending to the outer perimeter of the tree canopies. Tree varieties and range of size must be indicated. If historic aerial photos of the woodlands are available, those must be included as part of the analysis.

4. Threatened and Endangered Species

The conservation analysis must show generally the habitat and location of flora and fauna designated as rare, threatened, endangered, in need of conservation, or listed as watch list species, as determined by the U.S. Fish and Wildlife Service, NYS DEC, or other sources required by the City, known to exist on the property proposed for development.

5. Existing Wildlife

A general description of existing wildlife seen or known to exist on the subject property must be set forth in a note on the conservation analysis. The note must address potential wildlife management problems (e.g., displacement, residential interactions, road crossings, movement corridors) related to the proposed development.

6. Cultural and Historic Resources

Any cultural or historic resources identified by the City, NYS Office of Parks, Recreation, and Historic Preservation, and any other known or identified cultural or historic resources.

7. Context

In addition to describing the conservation features on-site, an inventory of conservation features within 200 feet of the subject property's boundary is required. In addition to the conservation features outlined in this section, the context analysis should also show any constrained features (per Section 16.5 above) within this 200 foot area.

16.7 EXEMPTION FROM CONSERVATION DESIGN

If, based upon the conservation analysis, the Planning Board determines in its conservation findings that there is no reasonable basis for requiring a conservation subdivision, the Board may approve a conventional development of the site. Such determination will be made during the sketch plat process.

A. In order for the Planning Board to make such a determination, the applicant must demonstrate at least one of the following:

1. The land contains no substantial resources with conservation value and no areas offer an opportunity for restoration.
2. The acreage is too small to preserve a substantial amount of land with conservation value. This criterion cannot be evaded by piecemeal subdivision of larger tracts.
3. The lot configuration is unique and precludes preservation of a substantial amount of land with conservation value.
4. That there are extraordinary circumstances unique to the parcel that demonstrates that conventional subdivision is in the best interest of the adjacent neighborhoods.

B. The applicant must also demonstrate that the property does not adjoin other land that, when combined with open space on the subject parcel, would result in the preservation of a substantial amount of land with conservation value, including any portion of a designated trail corridor, regardless of whether or not the adjoining parcels have been protected as open space.

C. An approval of a conventional subdivision must refer to the conservation findings and may be conditioned upon the protection by conservation easement of select portions of the site identified in the constrained land and conservation analyses and findings as having conservation value.

16.8 CONSERVATION EASEMENTS

A. Required Land Area for Conservation Easement

The preliminary plat must show the following land to be preserved by conservation easement:

1. Constrained Land

All land identified as constrained land, as defined in Section 16.5.

2. Conservation Features

a. Conservation features identified in the conservation features analysis, as described in Section 16.6, will be reviewed and analyzed by the Planning Board during the initial preliminary plat review to determine which of the identified areas are most important to preserve. The Planning Board will indicate which of the lands identified in the conservation features analysis are most important to preserve. The Planning Board will make the final determination as to which land has the most conservation value and must be protected from development by conservation easement.

b. The Planning Board will identify the following minimum amounts of land area of conservation features to be preserved in a conservation easement. These minimums are calculated based on land area minus all constrained lands.

i. In the RR District, a minimum of 50% of the developable land area must be conserved.

ii. In the SR District and other residential districts, a minimum of 35% of the developable land area must be conserved.

c. As part of this analysis, the preliminary plat must also show preferred locations for intensive development and acceptable locations for less dense development.

d. Whenever the Planning Board approves a plat with protected open space, it must make written findings identifying the specific conservation values protected and the reasons for protecting such land (conservation findings).

B. Conservation Easement Requirements

The conservation easement will include all constrained lands and those conservation features identified by the Planning Board in item A above.

1. A perpetual conservation easement restricting development of the land identified in item A above and allowing use only for agriculture, forestry, passive recreation, protection of natural resources, or similar conservation purposes, pursuant to § 247 of the General Municipal Law and/or §§ 49-0301 through 49-0311 of the Environmental Conservation Law, is required. A land management plan is required that describes the ownership and maintenance of the easement in one of the forms allowed in Section 15.8.F, and must be approved by the Planning Board. Applicants must submit a digital file that indicates the location of the conservation easement that can be integrated into the City's GIS mapping system.

2. The conservation easement may be contained in a separate lot within the development, which does not include any other development. Alternatively, it may be included as a portion of one or more lots within the development where dwellings may be constructed on that portion of the lot not in a conservation easement.

3. Such conservation easement must be approved by the Planning Board and is required as a condition of final plat approval. The Planning Board will require that the conservation easement be enforceable by the City if the City is not the holder of the conservation easement.

4. The conservation easement must be recorded in the County Clerk's Office prior to or simultaneously with the filing of the final plat in the County Clerk's Office. Proof of such recording must be provided to the City prior to a building permit being issued.

5. A land management plan, approved by the Planning Board, must be included in the conservation easement. The conservation easement must provide that if the City Council finds that the land management plan has been violated in a manner that renders the condition of the land a public nuisance, the City may, upon 30 days written notice to the owner, enter the premises for necessary maintenance, and that the cost of such maintenance by the

City will be assessed against the landowner or, in the case of an homeowner's association, the owners of properties within the development. If unpaid, it will become a tax lien on such property or properties.

6. The conservation easement must be clearly delineated and labeled on the final plat as to its use, ownership, management, method of preservation, and the rights, if any, of the owners of lots in the subdivision and the public to the land under the easement. The final plat must clearly show that the land is permanently preserved for conservation purposes by a conservation easement required by this section, and include deed recording information in the County Clerk's office for the conservation easement.

16.9 DIMENSIONAL AND SITING STANDARDS

The following dimensional and siting standards apply with a conservation design.

A. Density

The permitted residential density for the development as a whole is calculated as follows:

1. Subtract the constrained land (Section 16.8.A) from the total area of the parcel to determine developable land.
2. Divide the developable acreage by the minimum lot size for a single-family dwelling of the zoning district. Fractions of less than one-half are disregarded and fractions of one-half or more are rounded up. This determines the total number of lots allowed within the development.
3. The constrained land and the minimum percentage of the remaining developable land per Section 16.8.A.2.b must be placed in conservation easement. The remaining land will include the dwellings.
4. Density may be increased by up to 20%, at the discretion of the Planning Board, where it finds one of the following:
 - a. The project provides public open space or public recreation benefits. Examples of such benefits include, but are not limited to: the provision of a new recreational opportunity available to the public in an area where there has not been such an opportunity; and the provision of public access to an important natural or park area.
 - b. The project provides a desirable mix of affordable housing. Examples include the provision of at least 20% of the housing mix below the median housing price. Such houses or lots must be set aside for purchase by low and moderate income households, as those terms are currently defined by the City's Community Development Office. The Board may establish such other conditions with respect to the purchase and occupancy of affordable housing, as it deems appropriate.
5. There is no minimum lot size in a conservation design. The Planning Board will determine appropriate lot sizes in the course of its review of a conservation design based upon the purposes and design criteria established in this Article.

B. Dimensional Standards

The applicant will propose dimensional standards for lots within a conservation design in conformance with Table 16-A: Dimensional Standards for Conservation Design below. The Planning Board as indicated in Table 16-A below may modified the standards as part of the approval.

Table 16-A: Dimensional Standards for Conservation Design	
Minimum Lot Area	Determined by Planning Board
Minimum Lot Width	Determined by Planning Board
Maximum Building Coverage	Unless modified by the Planning Board: 2 or more acres: 20% 1 acre to less than 2 acres: 25% Less than 1 acre: 30%
Maximum Impervious Surface Coverage	Unless modified by the Planning Board: 2 or more acres: 20% 1 acre to less than 2 acres: 40% Less than 1 acre: 60%
Maximum Building Height	No modification allowed from underlying zoning district
Minimum Front Setback	20' unless modified by the Planning Board
Minimum Interior Side Setback	15' unless modified by the Planning Board
Minimum Corner Side Setback	10' unless modified by the Planning Board
Minimum Rear Setback	30' unless modified by the Planning Board

C. Lot Arrangement

1. Lots must be arranged in a manner that protects land of conservation value, and facilitates pedestrian and bicycle circulation. Permitted building locations or areas ("building envelopes") must be shown on the final plat.
2. For developments of more than 40 residential dwellings, dwellings must be clustered according to the following standards. The Planning Board may waive this requirement as part of conservations design approval.
 - a. Each residential cluster is limited to no more than 20 dwellings.
 - b. Residential clusters should be located a minimum of 150 feet apart lot line to lot line, separated by greenbelts or other natural features. The greenbelts may include bike paths or hiking trails, but no development is permitted within these separation areas.
 - c. Residential clusters must be located to minimize negative impacts on the natural, scenic, and cultural resources of the site.
 - d. Residential clusters must be sited to achieve the following goals:
 - i. Minimize disturbance to natural areas. Clear-cutting is prohibited.
 - ii. Prevent downstream impacts due to runoff through adequate on-site stormwater management practices.
 - iii. Protect scenic views of open land from adjacent roads to the extent practical.
 - e. Whenever possible, open space must connect with existing or potential open space on adjoining parcels and local or regional recreational trails.
 - f. Whenever possible, fragmentation of woodland areas and other natural ecosystems must be avoided. Contiguous swaths of undisturbed or restored habitat should be preserved to create corridors for the movement of wildlife and natural resources, and to promote biodiversity.

16.10 DESIGN STANDARDS

A. Landform

Landform is the gradient, slope form, and orientation of development in relationship to the shape of the land. Landform is the signature element that is essential for achieving an environment that has its own identity or sense of place.

1. Locally distinct natural landform features should generally be left in a natural state.
2. Natural rural landforms are typically soft and roll due to the rounding effect of wind and water over time. Geometric landforms may also be present in areas of shallow bedrock or seasonal flooding. The character and diversity of the natural landform should be reflected in grading to accommodate development.
3. Minimize cuts and fills. When grading is necessary, slopes should be graded to mimic existing slopes and blend smoothly into the surrounding landform. Graded slopes should be a maximum of 1:5 and gradually blend into surrounding slopes.

B. Vegetation

Vegetation is the review of varying plant forms and their relationship to development and its mass on the landscape. In addition to the benefits plants offer the ecological system (soil stabilization, clean air, wildlife habitat) their presence or absence, how they are configured or arranged, and their species has a significant influence on development character. In the rural environment vegetation, not structures, is the primary determinant of how far we can see and where we look. Every effort should be made to:

1. Preserve existing vegetation patterns and species mix and density.
2. Select and place new vegetation in ways that enhance the indigenous vegetation characteristics.
3. Vegetation in undeveloped rural areas is typically clustered. Rural vegetation should not be in geometric patterns that are associated with the urban environment.
4. Use existing vegetation and topography to screen new buildings if possible.

C. Structures

The height, placement, form, and pattern of building envelopes can establish an urban or rural character to any development. The intent of this section is to identify building envelopes, forms and patterns that are complementary to and reflective of rural characteristics.

1. Building envelopes in rural areas should be designed to maximize the preservation of the site's natural features (e.g., landform, vegetation), whereas, in more urban environments, sites are more often modified to accommodate the building.
2. The placement of building envelopes in relationship to rights-of-way critically affects the character of a community. Varied setbacks provide a different experience than a street where buildings are placed uniformly along a street.
3. Rural placement is historically deeper and more varied than in urban environments and therefore recommended.
4. When building envelopes must be placed in open fields they should be oriented to and reflect the alignment and orientation of the site's natural features.
5. Site building envelopes so that treetops and crest lines of hills as seen from public places and roads will screen future buildings. Use vegetation as a backdrop to reduce the prominence of the structure. Wherever possible, open up views by selective cutting of small trees and pruning lower branches of large trees, rather than by clearing large areas or removing mature trees.
6. The dominant visual context from the rural roads should be of natural and agricultural features, with structures visually subservient. Typically, development should be interior lot development with 70% of the immediate highway viewshed preserved.

7. The following structural guidelines apply only to structures in conservation subdivisions, which are also located in architectural review districts. The intent in these areas is to have the mass and roof forms of structures contribute to the rural character of the development. These guidelines are examples of the preferred way to design and site uses but they should not be considered the only acceptable solution.

a. Massing of structures or structural elements influences rural character. Historically, rural buildings were often an assemblage of additions. These additions over time created a complexity of roof forms that have become icons associated with our rural agrarian environments.

b. Rural roof form options include, but are not limited to, symmetrically pitched or hip roofs with or without gables and horse barn-type roof ends.

D. Circulation Systems

Circulation systems are comprised of both vehicular, pedestrian, and bicycle systems. In general, rural systems are curvilinear in alignment, a pattern that evolved out of historic systems following the lines of least resistance (e.g., stream corridors) following natural landforms.

1. Whenever possible, roads (and the resultant lot layout) should be planned and designed so the site's cultural and environmental features are preserved and enhanced.

2. Vehicular and pedestrian circulation systems should retain and reuse historic farm roads, railroads, trolley lines and lanes. This guideline allows a development to build upon the site's historic context while minimizing clearing and disruption of the landscape. Care should be taken to apply this guideline only where its implementation would not destroy the historic lanes, hedgerows, and stone walls it was meant to preserve. Otherwise, vehicular and pedestrian circulation systems should be arranged to reflect the patterns of the site landform, vegetation, water bodies and vegetation massing.

3. Minimize clearing of vegetation at the edge of the road, clearing only as much as is necessary to create a driveway entrance with adequate sight distance. Use curves in the driveway to increase the screening of buildings.

4. Rural road edges are historically unprotected (e.g., no curbs or gutters, with only a shoulder for user safety).

5. Trail systems connecting destination areas should be designed in accordance with the guidelines of the Saratoga Greenbelt Trail Plan, comprised of flexible materials (e.g., asphalt, stone dust, bark, wood chips), and connect areas of concentrated development.

6. Sidewalks should only be used to connect facilities within areas of concentrated development.

Article 17. Stormwater Management

- 17.1 STATUTORY AUTHORITY
- 17.2 PURPOSE AND FINDINGS OF FACT
- 17.3 STORMWATER MANAGEMENT OFFICER
- 17.4 APPLICABILITY
- 17.5 STORMWATER POLLUTION PREVENTION PLANS (SWPPP)
- 17.6 PERFORMANCE AND DESIGN CRITERIA
- 17.7 MAINTENANCE AND REPAIR OF STORMWATER FACILITIES
- 17.8 ADMINISTRATION AND ENFORCEMENT
- 17.9 DEFINITIONS

17.1 STATUTORY AUTHORITY

In accordance with Article 10 of the Municipal Home Rule Law of the State of New York, the City Council of Saratoga Springs has the authority to enact local laws and amend local laws and for the purpose of promoting the health, safety, and welfare of the City, and for the protection and enhancement of its physical environment. The City Council of Saratoga Springs may include in any such local law provisions for the appointment of any municipal officer, employees, or independent contractor to effectuate, administer and enforce such local law.

17.2 PURPOSE AND FINDINGS OF FACT

A. Purpose

The purpose of these regulations is to establish minimum stormwater management requirements and controls to protect and safeguard the general health, safety, and welfare of the public residing within this jurisdiction and to address the findings of fact of item B below. This Article seeks to meet those purposes by achieving the following objectives:

1. Meet the requirements of Minimum Control Measures 4 and 5 of the SPDES General Permit for Stormwater Discharges from Municipal Separate Stormwater Sewer Systems (MS4s), Permit No. GP-0-15-003 or as amended or revised.
2. Require land disturbance activities to conform to the substantive requirements of the New York State Department of Environmental Conservation State Pollutant Discharge Elimination System (SPDES) General Permit for Construction Activities GP-0-20-001 or as amended or revised.
3. Minimize increases in stormwater runoff from land disturbance activities in order to reduce flooding, siltation, increases in stream temperature, and streambank erosion and maintain the integrity of stream channels.
4. Minimize increases in pollution caused by stormwater runoff from land disturbance activities which would otherwise degrade local water quality.
5. Minimize the total annual volume of stormwater runoff which flows from any specific site during and following development to the maximum extent practicable.
6. Reduce stormwater runoff rates and volumes, soil erosion and non-point source pollution, wherever possible, through stormwater management practices and to ensure that these management practices are properly maintained and eliminate threats to public safety.

B. Findings of Fact

It is hereby determined that:

1. Land disturbance activities and associated increases in site impervious cover often alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, stream channel erosion, or sediment transport and deposition.
2. This stormwater runoff contributes to increased quantities of waterborne pollutants, including siltation of aquatic habitat for fish and other desirable species.
3. Clearing and grading during construction tends to increase soil erosion and add to the loss of native vegetation necessary for terrestrial and aquatic habitat.

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4. Improper design and construction of stormwater management practices can increase the velocity of stormwater runoff thereby increasing stream bank erosion and sedimentation.
5. Impervious surfaces allow less water to percolate into the soil, thereby decreasing groundwater recharge and stream base flow.
6. Substantial economic losses can result from these adverse impacts on the waters of the municipality.
7. Stormwater runoff, soil erosion and non-point source pollution can be controlled and minimized through the regulation of stormwater runoff from land disturbance activities.
8. The regulation of stormwater runoff discharges from land disturbance activities in order to control and minimize increases in stormwater runoff rates and volumes, soil erosion, stream channel erosion, and non-point source pollution associated with stormwater runoff is in the public interest and will minimize threats to public health and safety.
9. Regulation of land disturbance activities by means of performance standards governing stormwater management and site design will produce development compatible with the natural functions of a particular site or an entire watershed and thereby mitigate the adverse effects of erosion and sedimentation from development.
10. The boundaries of the City's Municipal Separate Sewer System (MS4) is defined as the entire City of Saratoga Springs, and all lands within its corporate limits.

17.3 STORMWATER MANAGEMENT OFFICER

A. The City designates the City Engineer or his/her designee as the Stormwater Management Officer. The Stormwater Management Officer shall accept and review all stormwater pollution prevention plans and forward such plans to the applicable City board. The Stormwater Management Officer may:

1. Review the plans.
2. Upon approval by the City Council, engage the services of a registered professional engineer to review the plans, specifications and related documents at a cost not to exceed a fee schedule established by the City Council.
3. Accept the certification of a licensed professional that the plans conform to the requirements of this chapter.

17.4 APPLICABILITY

A. A stormwater pollution prevention plan (SWPPP) is required as follows:

1. Basic SWPPP is required for residential development disturbing 1.0 to 5.0 acres, unless a full SWPPP is required by Section 17.5.B.1.a.
2. Full SWPPP is required for residential development disturbing more than 5.0 acres.
3. Basic SWPPP is required for nonresidential and mixed-use development disturbing between 0.25 acre and 0.49 acre.
4. Full SWPPP is required for nonresidential and mixed-use development disturbing between 0.50 acre and 0.99 acre. Post-construction requirements are limited to 100% of the Runoff Reduction volume (RRv) from new impervious cover and 50% of the RRv from existing/redeveloped impervious cover using accepted RRv criteria and methods as prescribed by the New York State Stormwater Management Design Manual.
5. Full SWPPP is required for nonresidential and mixed-use development disturbing 1.0 acre or more.

B. All land disturbance activities subject to review and approval by the Planning Board under subdivision, site plan, special use permit, and/or land disturbance activity regulations are reviewed subject to the standards of this Article.

C. All other land disturbance activities not subject to review by the Planning Board but required under item A above are also to be required to submit a stormwater pollution prevention plan (SWPPP) to the Stormwater Management Officer who will approve the SWPPP if it complies with the requirements of this Article.

D. The following activities are exempt from the stormwater pollution prevention plan requirement.

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1. Agricultural activity of an active farm including grazing and watering livestock, irrigating crops, harvesting crops, and using land for growing agricultural products, but does not include the operation of a dude ranch or similar operation, or the construction of new structures associated with agricultural activities.
2. Silvicultural activity, except that landing areas, log haul roads, and the removal of stumps are subject to these requirements.
3. Routine maintenance activities that disturb less than one acre and are performed to maintain the original line and grade, hydraulic capacity or original purpose of a facility.
4. Repairs to any stormwater management practice or facility deemed necessary by the Stormwater Management Officer.
5. Cemetery graves.
6. Installation of fence, sign, telephone, and electric poles and other kinds of posts or poles.
7. Emergency activity immediately necessary to protect life, property, or natural resources.
8. Activities of an individual engaging in home gardening by growing flowers, vegetable, and other plants primarily for use by that person and household.
9. Landscaping and horticultural activities in connection with an existing structure.

17.5 STORMWATER POLLUTION PREVENTION PLANS (SWPPP)

A. Basic SWPPP

Basic SWPPPs must provide the following information, and erosion and sediment controls:

1. Background information about the scope of the project, including location, type and size of project.
2. Site map/construction drawing(s) for the project at a scale no smaller than 1" = 100', including a general location map. At a minimum, the site map must show:
 - a. Total site area
 - b. All improvements
 - c. Areas of disturbance
 - d. Areas that will not be disturbed
 - e. Existing vegetation
 - f. On-site and adjacent off-site surface water(s), wetlands, and drainage patterns that could be affected by the construction activity
 - g. Existing and final grades (five foot contour interval max)
 - h. Material, waste, borrow, or equipment storage areas
 - i. Location(s) of the stormwater discharge(s)
3. Delineation and description of the soil(s) present at the site, including an identification of the Hydrologic Soil Group (HSG); test pit or soil boring information as required by the Stormwater Management Officer.
4. Construction phasing plan describing the intended sequence of construction activities, including clearing and grubbing, excavation and grading, utility and infrastructure installation and any other activity at the site that results in soil disturbance. Consistent with the New York State Standards and Specifications for Erosion and Sediment

Article 17. Stormwater Management

Control (Erosion Control Manual), not more than five acres can be disturbed at any one time unless pursuant to an approved SWPPP and prior written authorization from the Stormwater Management Officer.

5. Description of the pollution prevention measures that will be used to control litter, construction chemicals, and construction debris from becoming a pollutant source in stormwater runoff.
6. Description of construction and waste materials expected to be stored on-site with updates as appropriate, and a description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to stormwater, and spill prevention and response.
7. Temporary and permanent structural and vegetative measures to be used for soil stabilization, runoff control, and sediment control for each stage of the project from initial land clearing and grubbing to project completion and achievement of final soil stabilization. Measures must meet the requirements of the most current version of the technical standard, New York State Standards and Specifications for Erosion and Sediment Control.
8. A site map/construction drawing(s) specifying the location(s), size(s), and length(s) of each erosion and sediment control practice.
9. Dimensions, material specifications, installation details, and operation and maintenance requirements for all erosion and sediment control practices, including the siting and sizing of any temporary sediment basins.
10. Temporary practices that will be converted to permanent control measures.
11. Implementation schedule for staging temporary erosion and sediment control practices, including the timing of initial placement or implementation of each erosion and sediment control practice and duration that each practice should remain in place or be implemented.
12. Maintenance schedule to ensure continuous and effective operation of the erosion and sediment control practice. The maintenance schedule must be in accordance with the requirements in the most current version of the technical standard, New York State Standards and Specifications for Erosion and Sediment Control.
13. Name(s) of the receiving water(s).
14. Delineation of SWPPP implementation responsibilities for each part of the site.
15. Description of structural practices designed to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable.
16. Any existing data that describes the stormwater runoff at the site.

B. Full SWPPP

1. Land disturbance activities as described in this Article and meeting one of the following conditions must submit a full SWPPP (erosion and sediment controls and post-construction management):
 - a. Condition A. Stormwater runoff from land disturbance activities directly discharging a pollutant of concern to either an impaired water identified on the Department's 303(d) list of impaired waters or a total maximum daily load (TMDL) designated watershed for which pollutants in stormwater have been identified as a source of the impairment.
 - b. Condition B. Stormwater runoff from residential development disturbing more than 5.0 acres.
 - c. Condition C. For nonresidential and mixed-use development:
 - i. Stormwater runoff from nonresidential and mixed-use development disturbing between 0.50 acre and 0.99 acre. Post-construction requirements are limited to 100% of the Runoff Reduction volume (RRv) from new impervious cover and 50% of the RRv from existing/redeveloped impervious cover using accepted RRv criteria and methods as prescribed by the New York State Stormwater Management Design Manual.
 - ii. Stormwater runoff from nonresidential and mixed-use development disturbing 1.0 acre or more.

2. SWPPP Requirements for conditions A, B and C:

- a.** A full SWPPP includes all basic SWPPP requirements, per item 17.5.A above.
- b.** Description of each post-construction stormwater management practice.
- c.** Site map/construction drawing(s) showing the specific location(s) and size(s) of each post-construction stormwater management practice.
- d.** Hydrologic and hydraulic analysis for all structural components of the stormwater management system for the applicable design storms.
- e.** Comparison of post-development stormwater runoff conditions with predevelopment conditions.
- f.** Dimensions, material specifications, and installation details for each post-construction stormwater management practice.
- g.** Maintenance schedule to ensure continuous and effective operation of each post-construction stormwater management practice.
- h.** Maintenance easements to ensure access to all stormwater management practices at the site for the purpose of inspection and repair. Easements must be recorded on the plan and remain in effect with transfer of title to the property.
- i.** Inspection and maintenance agreement binding on all subsequent landowners served by the on-site stormwater management measures.
- j.** The SWPPP must be prepared by a landscape architect, certified professional or professional engineer and must be signed by the professional preparing the plan, who must certify that the design of all stormwater management practices met the requirements of this Ordinance.

C. Other Environmental Permits

The applicant must assure that all other applicable environmental permits have been or will be acquired for the land disturbance activity prior to approval of the final stormwater design plan.

D. Contractor Certification

- 1.** Each contractor and subcontractor identified in the SWPPP who will be involved in soil disturbance and/or stormwater management practice installation must sign and date a copy of the following certification statement before undertaking any land disturbance activity:

I hereby certify that I understand and agree to comply with the terms and conditions of the SWPPP and agree to implement any corrective actions identified by the qualified inspector during a site inspection. I also understand that the owner or operator must comply with the terms and conditions of the most current version of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.

- 2.** The certification must include the name and title of the person providing the signature, address, and telephone number of the contracting firm, the address (or other identifying description) of the site, and the date the certification is made.

- 3.** The certification statement(s) will become part of the SWPPP.

E. On-Site Record of SWPPP

A copy of the SWPPP must be retained at the site of the land disturbance activity from the date of initiation of construction activities to the date of final soil stabilization.

17.6 PERFORMANCE AND DESIGN CRITERIA

All land disturbance activities are subject to the following performance and design criteria:

A. Technical Standards

The following documents serve as the official guides and specifications for stormwater management. Stormwater management practices that are designed and constructed in accordance with these technical documents are presumed to meet the standards imposed by this Ordinance:

1. New York State Stormwater Management Design Manual (New York State Department of Environmental Conservation, most current version, hereafter referred to as the Design Manual).
2. New York State Standards and Specifications for Erosion and Sediment Control (Empire State Chapter of the Soil and Water Conservation Society, most current version, hereafter referred to as the Erosion Control Manual).

B. Equivalence to Technical Standards

Where stormwater management practices are not in accordance with technical standards, the applicant or developer must demonstrate equivalence to the technical standards set forth in this Ordinance and the SWPPP must be prepared by a licensed professional.

C. Water Quality Standards

Any land disturbance activity cannot cause an increase in turbidity that will result in substantial visible contrast to natural conditions in surface waters of the State of New York.

17.7 MAINTENANCE AND REPAIR OF STORMWATER FACILITIES

A. Maintenance and Inspection During Construction

1. The applicant or developer of the land disturbance activity must at all times properly operate and maintain all facilities and systems of treatment and control, and related appurtenances, which are installed or used by the applicant or developer to achieve compliance with the conditions of this Ordinance. Sediment must be removed from sediment traps or sediment ponds whenever their design capacity has been reduced by 50%.
2. For land disturbance activities as defined in this Ordinance and meeting conditions A, B or C, the applicant must have a qualified professional conduct site inspections and document the effectiveness of all erosion and sediment control practices every seven days. Soil disturbances five acres or more in size at any one time require two site inspections every seven days. Inspection reports must be maintained in a log book and be kept on site along with the approved SWPPP.
3. A trained contractor must be on site at all times when construction or grading activity takes place, and must inspect and document the effectiveness of all erosion and sediment control practices.

B. Maintenance Easement(s)

Prior to the issuance of any approval that has a stormwater management facility as one of the requirements, the applicant or developer must execute a maintenance easement agreement that is binding on all subsequent landowners served by the stormwater management facility. The easement must provide for access to the facility at reasonable times for periodic inspection by the City to ensure that the facility is maintained in proper working condition to meet design standards and any other provisions established by this Ordinance. The easement must be recorded by the grantor in the office of the County Clerk after approval by the City Attorney.

C. Maintenance After Construction

The owner or operator of permanent stormwater management practices installed in accordance with this Ordinance must ensure that they are operated and maintained to achieve the goals of this Ordinance. Proper operation and maintenance also includes, as a minimum, the following:

1. A preventive/corrective maintenance program for all critical facilities and systems of treatment and control, or related appurtenances, which are installed or used by the owner or operator to achieve the goals of this Ordinance.
2. Written procedures for operation and maintenance and training new maintenance personnel.
3. Discharges from the stormwater management practices (SMPs) cannot exceed design criteria or cause or contribute to water quality standard violations in accordance with this Ordinance.

D. Maintenance Agreements

The City must approve a formal maintenance agreement for stormwater management facilities binding on all subsequent landowners and recorded in the Office of the County Clerk as a deed restriction on the property prior to final plan approval. The maintenance agreement must be consistent with the terms and conditions of the City's Sample Stormwater Control Facility Maintenance Agreement. The City, in lieu of a maintenance agreement, at its sole discretion may accept dedication of any existing or future stormwater management facility, provided such facility meets all the requirements of this Ordinance and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.

17.8 ADMINISTRATION AND ENFORCEMENT

A. Construction Inspection

1. Erosion and Sediment Control Inspection

a. The Stormwater Management Officer may conduct or require such inspections as necessary to determine compliance with this Ordinance and may either approve that portion of the work completed or notify the applicant wherein the work fails to comply with the requirements of this Ordinance and the SWPPP as approved. To schedule inspections, the applicant must notify the Stormwater Management Officer at least 48 hours in advance before any of the following, as required by the Stormwater Management Officer:

- i. Start of construction
- ii. Installation of sediment and erosion control measures
- iii. Completion of site clearing
- iv. Completion of rough grading
- v. Completion of final grading
- vi. Close of the construction season
- vii. Completion of final landscaping
- viii. Successful establishment of landscaping in public areas

b. If any violations are found, the applicant and developer must be notified in writing of the nature of the violation and the required corrective actions. No further work can be conducted except for site stabilization until any violations are corrected and all work previously completed has received approval by the Stormwater Management Officer.

2. Stormwater Management Practice Inspections

The Stormwater Management Officer is responsible for conducting or ensuring inspections of stormwater management practices (SMPs) after final construction is completed. All applicants are required to submit as built plans for any stormwater management practices located on site. The plan must show the final design specifications for all stormwater management facilities and must be certified by a professional engineer verifying all practices have been constructed in conformance with the SWPPP and are operational.

3. Inspection of Stormwater Facilities After Project Completion

a. Inspection programs must be established on any reasonable basis, including but not limited to: routine inspections, random inspections, inspections based upon complaints or other notice of possible violations, inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants, inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the SPDES stormwater permit, and joint inspections with other agencies inspecting under environmental or safety laws.

b. Inspections may include, but are not limited to: reviewing maintenance and repair records, sampling discharges, surface water, groundwater, and material or water in drainage control facilities, and evaluating the condition of drainage control facilities and other stormwater management practices.

4. Submission of Reports

The Stormwater Management Officer may require monitoring and reporting from entities subject to this Ordinance as are necessary to determine compliance with this Ordinance.

5. Right-of-Entry for Inspection

When any new stormwater management facility is installed on private property or when any new connection is made between private property and the public stormwater system, the landowner must grant the City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection as specified in this section.

B. Performance Guarantee

1. Construction Completion Guarantee

In order to ensure the full and faithful completion of all land disturbance activities related to compliance with all conditions in the approval of the stormwater pollution prevention plan, the City may require the applicant or developer to provide, prior to construction, cash escrow, or irrevocable letter of credit from an appropriate financial or surety institution which guarantees satisfactory completion of the project and names the City of Saratoga Springs as the beneficiary. The security must be in an amount to be determined by City based on submission of final design plans, with reference to actual construction and landscaping costs. The performance guarantee must remain in force until the surety is released from liability by the City, provided that such period will not be less than one year from the date of final acceptance or such other certification that the facility(ies) have been constructed in accordance with the approved plans and specifications and that a one year inspection has been conducted and the facilities have been found to be acceptable to the City. Per-annum interest on cash escrow deposits must be reinvested in the account until the surety is released from liability.

2. Maintenance Guarantee

Where stormwater management and erosion and sediment control facilities are to be operated and maintained by the developer or by a corporation that owns or manages a commercial or industrial facility, the developer, prior to construction, may be required to provide the City with an irrevocable letter of credit from an approved financial institution or surety to ensure proper operation and maintenance of all stormwater management and erosion control facilities both during and after construction, and until the facilities are removed from operation. If the developer or landowner fails to properly operate and maintain stormwater management and erosion and sediment control facilities, the City may draw upon the account to cover the costs of proper operation and maintenance, including engineering and inspection costs.

3. Recordkeeping

The City may require entities subject to this Ordinance to maintain records demonstrating compliance with this Ordinance.

C. Enforcement and Penalties

See Article 20 for enforcement provisions.

17.9 DEFINITIONS

See Article 21 for Definitions and Measurement Methodologies.

Any definitions or measurement methodologies applicable to this Article which are not specified herein or in Article 21 shall be assumed to have the meaning assigned by the technical standards referenced in Section 17.6.A.

Article 18. Public Realm

- 18.1 APPLICABILITY
- 18.2 GENERAL RIGHT-OF-WAY ARRANGEMENT
- 18.3 BLOCKS
- 18.4 GENERAL RIGHT-OF-WAY STANDARDS
- 18.5 SIDEWALK AND MULTI-USE PATH REQUIREMENTS
- 18.6 PEDESTRIAN ZONE
- 18.7 BICYCLE LANE DESIGN STANDARDS
- 18.8 RIGHT-OF-WAY DESIGN

18.1 APPLICABILITY

All public right-of-way construction, reconstruction, and reconfiguration shall be under the statutory authority of the City of Saratoga Springs Department of Public Works, Saratoga County Department of Public Works, or New York State Department of Transportation, as applicable. Any new construction, reconstruction, and reconfiguration of City rights-of-way subject to the requirements of this Ordinance must comply with this Article to the extent that such provisions do not conflict with the statutory authority of the controlling agency. Any standard may be modified as needed by the Department of Public Works to address specific site conditions. A right-of-way must be designed in relation to topographic and drainage conditions, public convenience and safety, and the existing and proposed development served by the right-of-way.

18.2 GENERAL RIGHT-OF-WAY ARRANGEMENT

- A. Public rights-of-way must be arranged so that building sites are approximately at right-of-way grade, unless site specific conditions do not allow it.
- B. The use of public rights-of-way running in an east-west direction and lots on a north-south axis is encouraged for energy conservation of developments.
- C. Public rights-of-way must be properly integrated with existing and proposed system of public rights-of-way and dedicated rights-of-way.
- D. Public right-of-way design and capacity must take into consideration land use traffic generators, such as employment centers, commercial districts and retail centers, and institutional uses, as well as the density of residential neighborhoods.
- E. Public rights-of-way must be laid out to conform as much as possible to the topography, permit efficient drainage and utility systems, and provide convenient and safe access to abutting lots.

18.3 BLOCKS

A. Block Length

New or reconfigured residential blocks must not exceed 1,000 feet in length, unless a greater length is approved by the Department of Public Works. Nonresidential blocks must be of such length and width as deemed necessary by the Department of Public Works and approved by the Planning Board.

B. Block Design

1. The shape of a new block must be generally rectangular, but may vary to conform to natural features, highway and rail rights-of-way, open space boundaries, or particular site constraints. Where blocks curve, they must generally maintain their cardinal orientation over their entire trajectory.
2. New rights-of-way must connect to and extend the existing block network where possible. This requirement does not apply when connections cannot be made because of a natural or man-made barrier, such as existing structures, steep slopes, wetlands and waterbodies, railroad and utility rights-of-way, and open space.
3. All rights-of-way must terminate at other rights-of-way, forming a network. The Planning Board may approve cul-de-sacs and dead-end streets only when they meet both of the following criteria:

- a. No connection is available to an existing adjacent development or a natural or man-made barrier, such as a waterway, railroad, limited-access expressway, or unusual topography, exists that prevents connection.
 - b. The cul-de-sac or dead-end street is no more than 600 feet in length, as measured along the centerline from the closest intersection. The minimum radius of a cul-de-sac shall be 75 feet with a circular turn around pavement of not less than 100 feet in diameter.
4. In new developments, where adjoining areas are not developed, rights-of-way must extend to the project boundary line where feasible to make provision for the future projection of rights-of-way into the adjoining areas.

18.4 GENERAL RIGHT-OF-WAY STANDARDS

New construction, reconstruction, and reconfiguration of rights-of-way subject to the requirements of this Ordinance must comply with this section. Design standards must also be in accordance with the standards of the New York State Department of Transportation (NYSDOT), the American Association of State Highway and Transportation Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD), and the National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide, as updated or amended to the extent that such standards do not conflict with the statutory authority of the controlling agency.

A. Complete Streets

All public and private rights-of-way must be improved as Complete Streets in accordance with the policies of the City of Saratoga Springs Complete Streets Plan. A complete street is defined as right-of-way facilities that are designed and operated to enable safe access for all users. Persons with disabilities, pedestrians, bicyclists, motorists, and transit riders are able to safely move along and across a right-of-way designed as a complete street.

B. Right-of-Way Construction

1. All right-of-way construction and repair must be in accordance with standards and specifications set forth by the City.
2. Vertical and horizontal alignment must be in accordance with standards and specifications set forth by the City.
3. Grades of public rights-of-way must conform as closely as possible to the original topography. A combination of steep grades and curves is not permitted.

C. Intersections

1. Street intersections must be at right angles. If, because of topography or other natural or man-made barriers, an intersection cannot be at right angles, the intersection may use an alternate design that ensures safety.
2. Not more than two public rights-of-way can intersect at any one point unless specifically approved by the Planning Board.
3. Proposed new intersections along one side of an existing public right-of-way must coincide, wherever practicable, with any existing intersections on the opposite side of such public right-of-way. Where rights-of-way intersect arterial or collector streets, their alignment must be continuous.
4. All intersections must follow the guidance of the City's Saratoga Springs Pedestrian Crossing Toolbox.

D. Curb Radius

Curb radii must be a minimum of 25 feet and must be increased proportionately where the angle of intersection is less than 50 degrees. These minimums may be increased where the Department of Public Works finds that larger arcs or radii are necessary for the proper design of the intersection.

E. Utility Installation

Prior to paving of streets or sidewalks, water and sewer mains and services must be in place, or the developer must provide necessary casing for utilities. No pavement may be cut without the approval of the Department of Public Works. No boring of new pavement is allowed for the installation of new service lines mains or other facilities unless approved by the Department of Public Works.

18.5 SIDEWALK AND MULTI-USE PATH REQUIREMENTS

A. All development that involves new construction of a principal building or an increase in floor area of 50% or more to any existing principal building must provide for sidewalks of the minimum dimensions required by this Article. Sidewalks must be installed, widened, or repaired, as appropriate, prior to the issuance of a certificate of occupancy. However, new construction on a lot for a single-family, single-family-attached, or two-family dwelling or an increase in floor area of 50% or more to any such existing dwelling is only required to provide a sidewalk in the following circumstances:

1. When required by the Complete Streets Plan.
2. When located within the Inside District.
3. When the installation of a sidewalk would continue an existing sidewalk system along the blockface.
4. When the Zoning Officer determines, in consultation with the Department of Public Works and the Planning Department Staff, that a sidewalk is necessary.

B. A multi-use path must be installed when required by the City of Saratoga Springs Greenbelt Trail Plan, Complete Streets Plan, and/or any adopted plans and policies. This multi-use path is required in place of or in addition to a sidewalk. In addition, the Planning Board may require a multi-use path instead of a required sidewalk even if not specified within adopted plans and policies.

C. The requirement of a sidewalk may be waived for a fee-in-lieu payment when existing conditions do not allow or the existing character is incongruent with such based on the density of development, anticipated traffic volumes, and/or street lengths and connections. A fee-in-lieu payment waiver is not permitted for a required multi-use path.

1. When development is approved by the Planning Board, the Board will approve the use of a fee-in-lieu payment.
2. When development is approved by the Zoning Officer or administratively, the Department of Public Works and the Planning Department Staff will approve the use of a fee-in-lieu payment.
3. The fee-in-lieu payment amount will be established by the legislative body as part of the fee schedule.

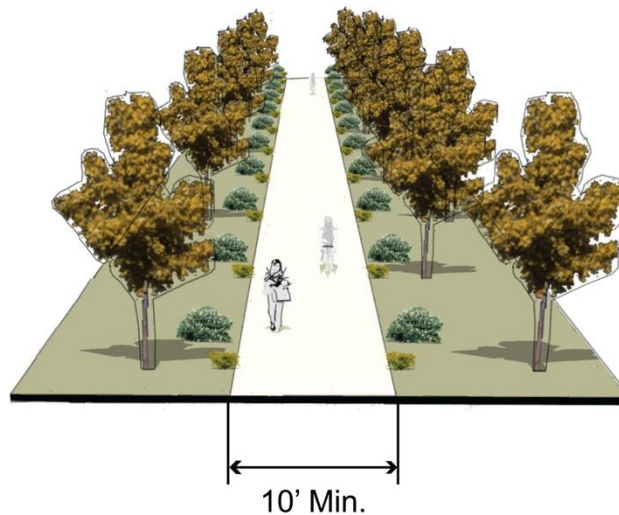
D. Sidewalks must be constructed according to City engineering standards and require the Department of Public Works approval.

E. Multi-use paths must be a minimum of ten feet in width and must meet the standards of National Association of City Transportation Officials (NACTO), as well as the applicable standards of the Manual on Uniform Traffic Control Devices (MUTCD), as updated or amended, and any City engineering standards. In the case of conflict, City standards control.

F. Sidewalks and multi-use paths must be as straight and direct as possible unless specifically designed to follow natural contours and to preserve natural features, such as significant trees. Sidewalks shall be designed to include structural soil under sidewalk flags adjacent to new and existing street trees.

G. Where sidewalks and multi-use paths cross driveways, the sidewalk and multi-use path must remain level, with no change in cross-slope.

MULTI-USE PATH EXAMPLE



18.6 PEDESTRIAN ZONE

A. The pedestrian zone, which is defined as the area between the curb line to the lot line of the adjoining property, is defined as the following zones:

1. Frontage Zone: The area adjacent to the lot line that transitions between the public sidewalk and the building facade.
2. Sidewalk Zone: The portion of the pedestrian zone containing the sidewalk.
3. Tree Belt: The portion of the sidewalk used for streetlights, street trees, landscape, transit stops/shelters, street furniture, etc.
4. Bulb Out: The area where pedestrian access may be extended into the parking lane, by features such as bulb-outs. The extension zone is an optional element.

B. The placement and layout of typical streetscape elements must be in accordance with the following:

1. Frontage Zone: Outdoor sales displays, outdoor seating, outdoor dining, building facade plantings.
2. Sidewalk Zone: Sidewalks
3. Tree Belt: Street lights, street trees and plantings, bollards, outdoor seating, outdoor dining, bicycle racks, public art, utility boxes, transit stops/shelters, other street furnishings, green infrastructure
4. Bulb Out: Curb extensions, which should follow design guidelines from Pedestrian Crossing Toolbox for Bulb Outs

CURB EXTENSION



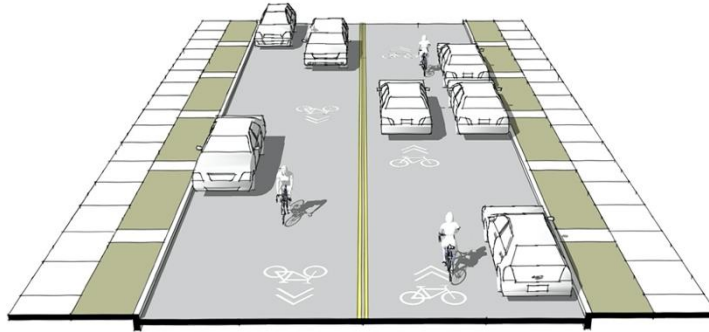
18.7 BICYCLE LANE DESIGN STANDARDS

When required by the Planning Board based on the City of Saratoga Springs Complete Streets Plan and approved by the Departments of Public Works and Public Safety, bicycles lanes must be included in right-of-way construction, reconstruction, and reconfiguration projects. Appropriate designs include, but are not limited to, the design types of this section. Where installed, bicycle facilities, should be constructed in accordance with the Urban Bikeway Design Guide, as updated or amended, published by the National Association of City Transportation Officials (NACTO), as well as the applicable standards of the Manual on Uniform Traffic Control Devices (MUTCD), as updated or amended.

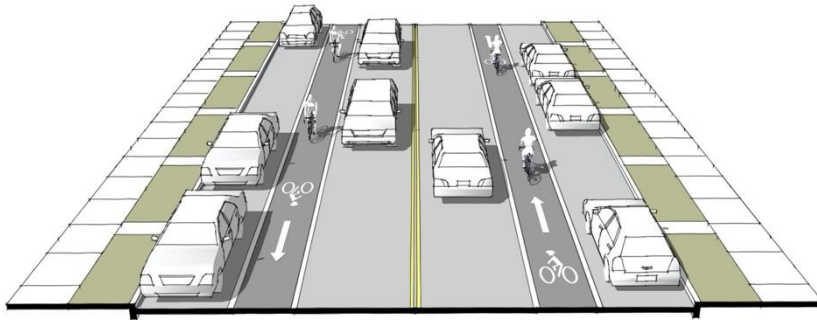
- A. Shared:** A marking placed in a vehicular travel lane to indicate that a bicyclist may use the full lane. Also called a shared-lane marking or sharrow.
- B. Bike Lane:** A portion of the roadway that has been designated by striping, signs, and pavement markings for the preferential or exclusive use of bicyclists, typically located adjacent to motor vehicle travel lanes and flowing in the same direction as motor vehicle traffic.
- C. Buffered Bike Lane:** A conventional bicycle lane paired with a designated buffer space separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane.
- D. Contra-Flow Bike Lane:** A bicycle lane designed to allow bicyclists to ride in the opposite direction of motor vehicle traffic, typically used to convert a one-way traffic street into a two-way street, one direction being for motor vehicles and bikes, and the other being for bikes only.
- E. Left-Side Bike Lane:** A conventional bike lane placed on the left side of one-way streets or two-way median divided streets.
- F. Cycle Track:** An exclusive bike facility that combines the user experience of a separated path with the on-street infrastructure of a conventional bike lane. A cycle track is physically separated from motor traffic and distinct from the sidewalk.
- G. Raised Cycle Track.** A bicycle facility that is vertically separated from motor vehicle traffic, typically paired with a furnishing zone between the cycle track and motor vehicle travel lane and/or pedestrian area, and allowing for one-way or two-way travel by bicyclists.
- H. Two-Way Cycle Track.** A physically separated cycle track that allows bicycle movement in both directions on one side of the road.

SELECT EXAMPLES OF BICYCLE LANE DESIGN

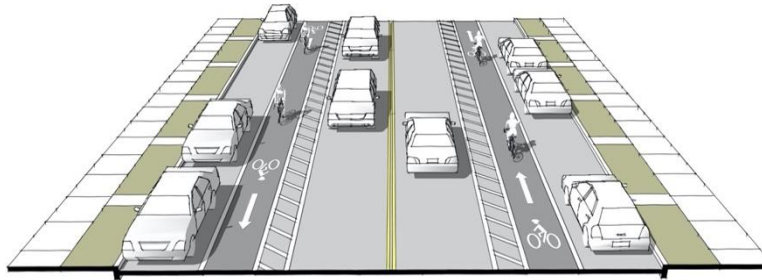
Shared Bike/Vehicle Example/Sharrows



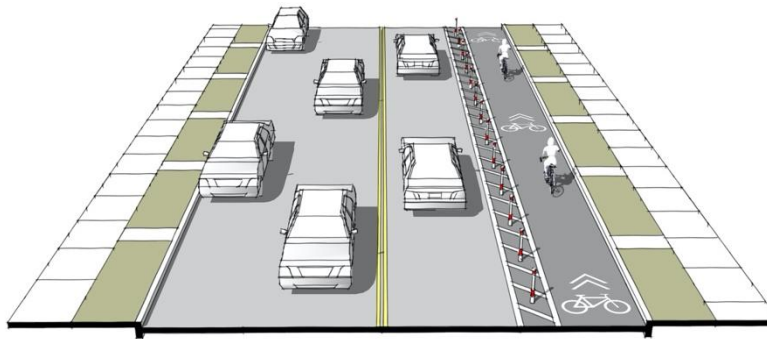
Bike Lane Example



Cycle Track Example



Buffered Bike Lane Example



18.8 RIGHT-OF-WAY DESIGN

All rights-of-way must match one of the right-of-way types of this section to the extent that such right-of-way types do not conflict with the statutory authority of the controlling agency. Right-of-way types and design may be modified as needed by the Department of Public Works to address specific site conditions. All rights-of-way must be constructed according to City engineering standards.

A. Right-of-Way Types

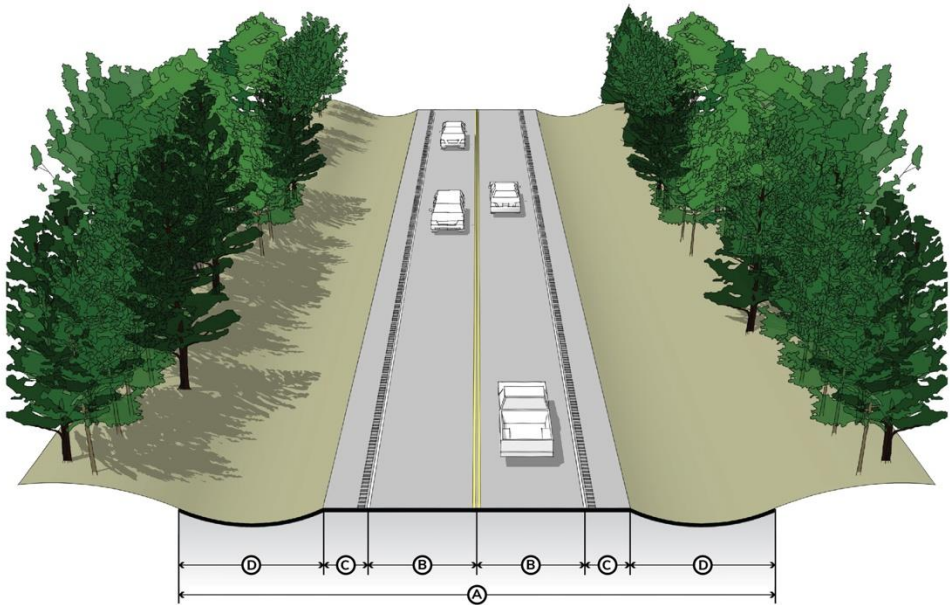
The classifications of rights-of-way are divided into the following:

1. Rural roads provide access and circulation through portions of the City that are rural in character.
2. An alley is a vehicular drive located to the rear of lots providing access to service areas, parking, outbuildings, or containing utility easements.
3. Local streets primarily provide direct access to abutting land and access to the higher order street.
4. Collector streets provide both access to and traffic circulation within residential neighborhoods, commercial, and industrial areas. Collector streets also collect traffic from local streets in residential neighborhoods and channel into the arterial system. Collector streets differ from arterial streets in that collector streets enter residential neighborhoods, distributing trips from arterials through the area to destinations.
5. Arterial streets carry the majority of trips entering and leaving the City, as well as the majority of through movements. A street that meets the definition of the New York State Department of Transportation for the arterial street functional classification is considered an arterial street.

B. Right-of-Way Dimensional Requirements

- 1. Minimum dimensions are provided for rural roads, alleys, and local streets. Typical dimensions are provided for collector and arterial streets. Variations to these dimensions and configurations may be approved by the Department of Public Works.
- 2. In the event that a subdivision adjoins or includes existing City streets that have a right-of-way width less than 55 feet, additional land along both sides of the street sufficient to conform to the right-of-way requirements shall be offered to the City. If a subdivision is along one side only, one-half of the required extra width shall be offered to the City.
- 3. The diagrams provided for each right-of-way type are examples only, illustrating a potential configuration. In some cases, the dimensions of the illustrations may exceed the minimum dimensions to illustrate how certain right-of-way features may be designed.

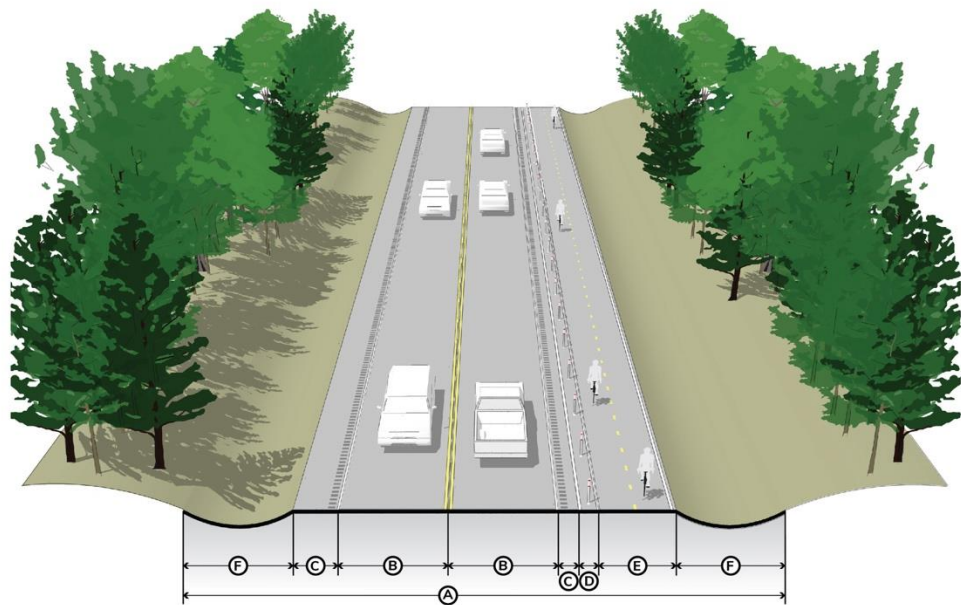
RURAL ROAD: TWO-LANE



RURAL ROAD: TWO-LANE

(A)	Minimum Right-of-Way Width	55'	(C)	Minimum Shoulder Width	4'
(B)	Minimum Travel Lane Width	11'	(D)	Minimum Drainage Area	11'-6"

RURAL ROAD: TWO-LANE WITH MULTI-USE PATH



RURAL ROAD: TWO-LANE WITH MULTI-USE PATH

Ⓐ	Minimum Right-of-Way Width	63'	Ⓓ	Minimum Bike Lane Buffer	2'
Ⓑ	Minimum Travel Lane Width	11'	Ⓔ	Minimum Multi-Use Path Width	10'
	Minimum Shoulder Width	4'	Ⓕ	Minimum Drainage Area	11'6"
Ⓒ	Minimum Shoulder Width Adjacent to Bike Lane	2'			

ALLEY



ALLEY

Ⓐ	Minimum Right-of-Way Width	24'	Ⓑ	Minimum Travel Lane Width	20'
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LOCAL STREET: NEIGHBORHOOD ONE-WAY STREET



LOCAL STREET: NEIGHBORHOOD ONE-WAY STREET

Ⓐ	Minimum Right-of-Way Width	55'	Ⓓ	Typical Tree Belt Width	12'-6"
Ⓑ	Minimum Travel Lane Width	13'	Ⓔ	Minimum Sidewalk Width	5'
Ⓒ	Minimum Parking Lane Width	7'			

LOCAL STREET: NEIGHBORHOOD TWO-LANE MINOR STREET



LOCAL STREET: NEIGHBORHOOD TWO-LANE MINOR STREET

Ⓐ	Minimum Right-of-Way Width	55'	Ⓓ	Minimum Tree Belt Width	5'-5"
Ⓑ	Minimum Travel Lane Width	10'	Ⓔ	Minimum Sidewalk Width	5'
Ⓒ	Minimum Parking Lane Width	7'			

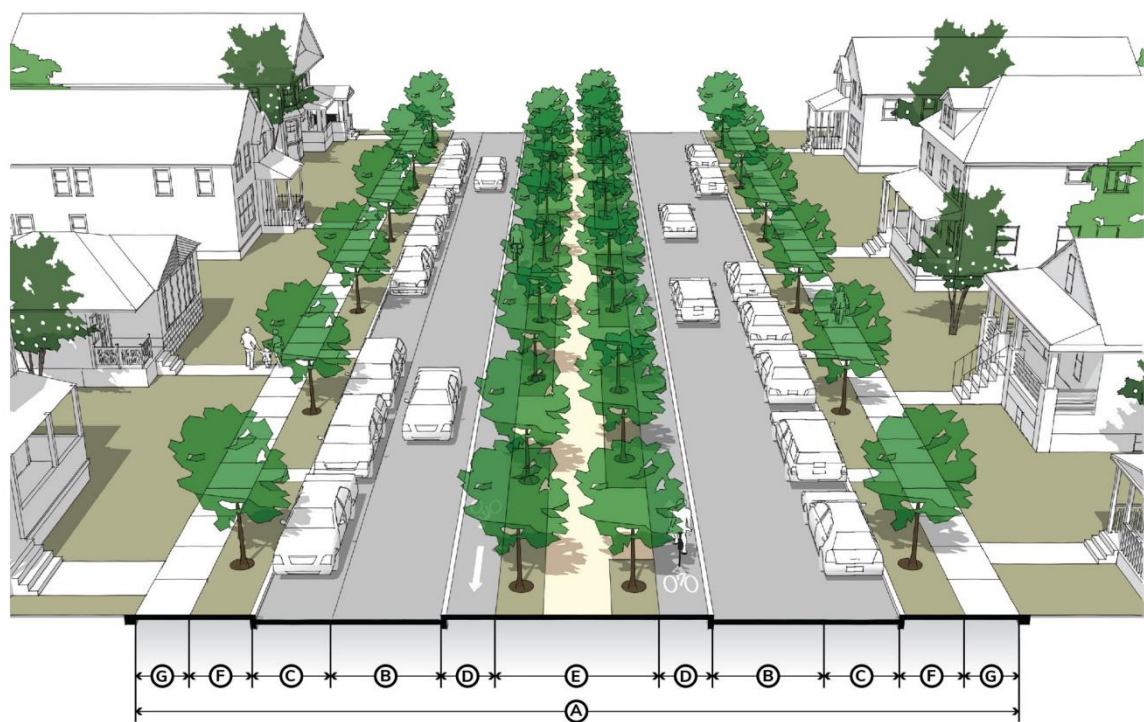
LOCAL STREET: NEIGHBORHOOD TWO-LANE STREET



LOCAL STREET: NEIGHBORHOOD TWO-LANE STREET

Ⓐ	Minimum Right-of-Way Width	66'	Ⓔ	Minimum Tree Belt Width	6'
Ⓑ	Minimum Travel Lane Width	10'	Ⓕ	Minimum Sidewalk Width	5'
Ⓒ	Minimum Parking Lane Width	7'			
Ⓓ	Minimum Bike Lane Width	5'			

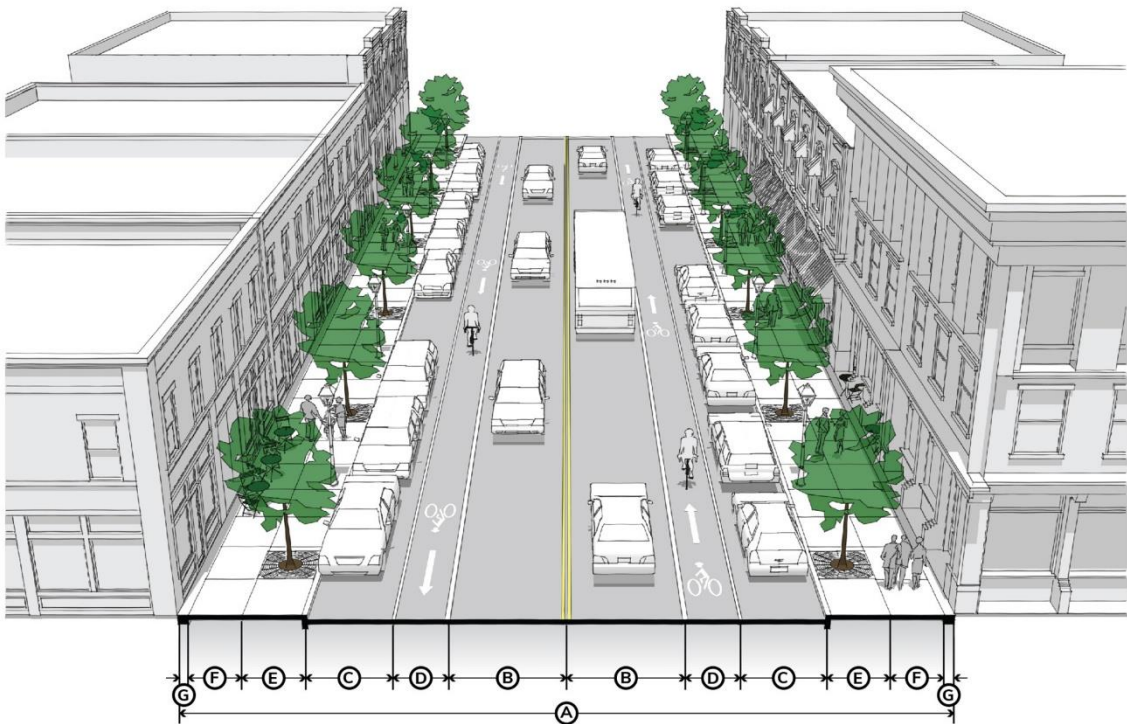
LOCAL STREET: NEIGHBORHOOD TWO-LANE DIVIDED STREET



LOCAL STREET: NEIGHBORHOOD TWO-LANE DIVIDED STREET

Ⓐ	Minimum Right-of-Way Width	76'	Ⓔ	Minimum Center Lane Width	10'
Ⓑ	Minimum Travel Lane Width	10'	Ⓕ	Minimum Tree Belt Width	6'
Ⓒ	Minimum Parking Lane Width	7'	Ⓖ	Minimum Sidewalk Width	5'
Ⓓ	Minimum Bike Lane Width	5'			

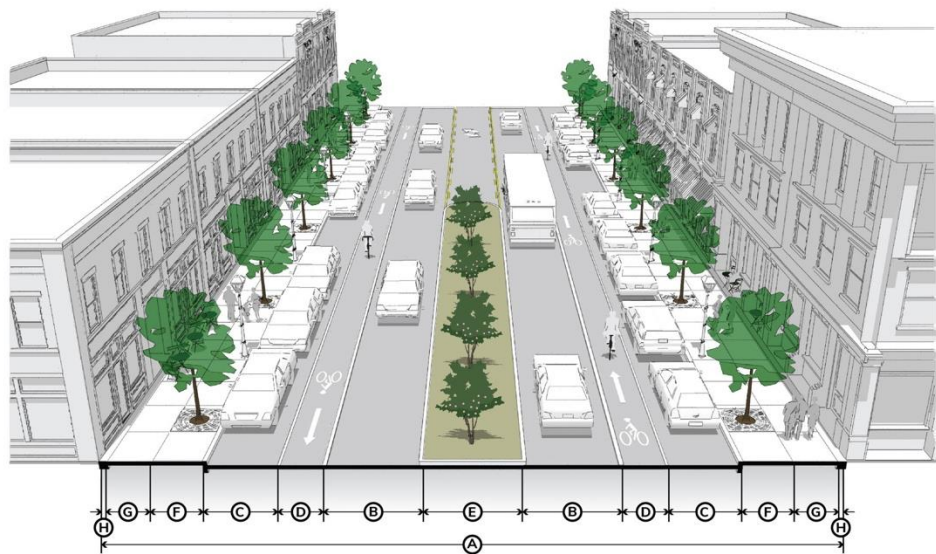
COLLECTOR: TWO-LANE, UNDIVIDED



COLLECTOR: TWO-LANE, UNDIVIDED

Ⓐ	Typical Right-of-Way Width	72'	Ⓔ	Typical Tree Belt Width	6'
Ⓑ	Typical Travel Lane Width	11'	Ⓕ	Typical Sidewalk Width	5'
Ⓒ	Typical Parking Lane Width	8'	Ⓖ	Typical Maintenance Strip	1'
Ⓓ	Typical Bike Lane Width	5'			

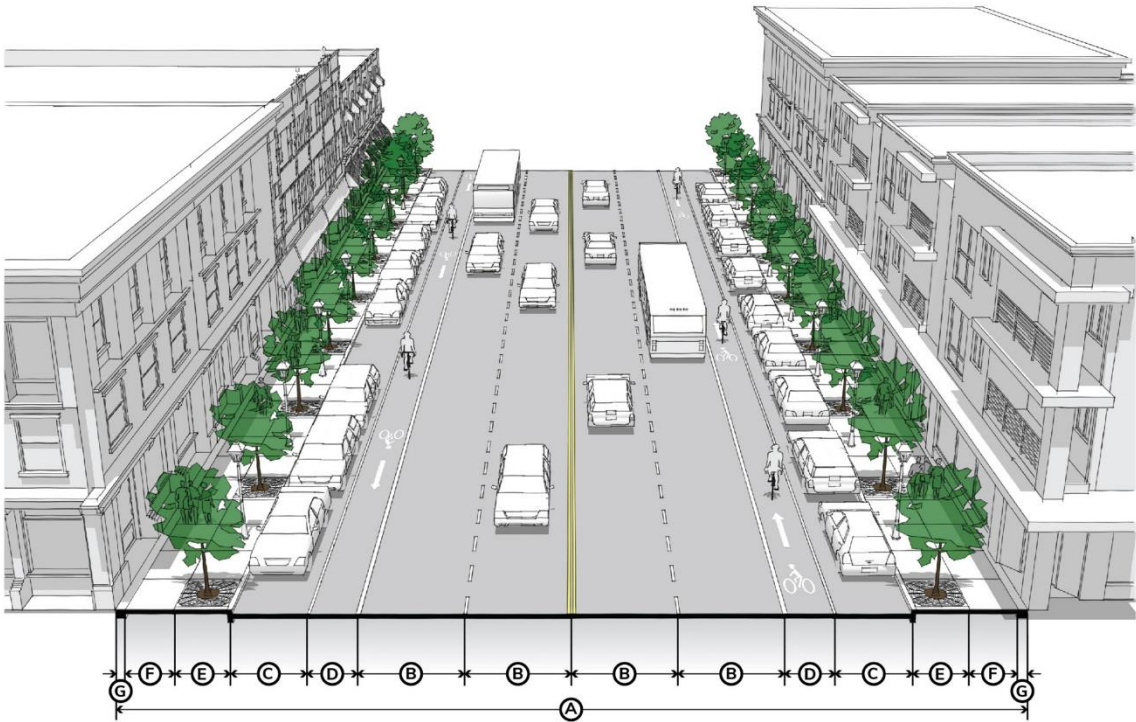
COLLECTOR: TWO-LANE, DIVIDED



COLLECTOR: TWO-LANE, DIVIDED

A	Typical Right-of-Way Width		E	Typical Center Lane Width	
	Median	76'		Median	4'
	Turning Lane	82'		Turning Lane	11'
B	Typical Travel Lane Width	11'	F	Typical Tree Belt Width	6'
C	Typical Parking Lane Width	8'	G	Typical Sidewalk Width	5'
D	Typical Bike Lane Width	5'	H	Typical Maintenance Strip	1'

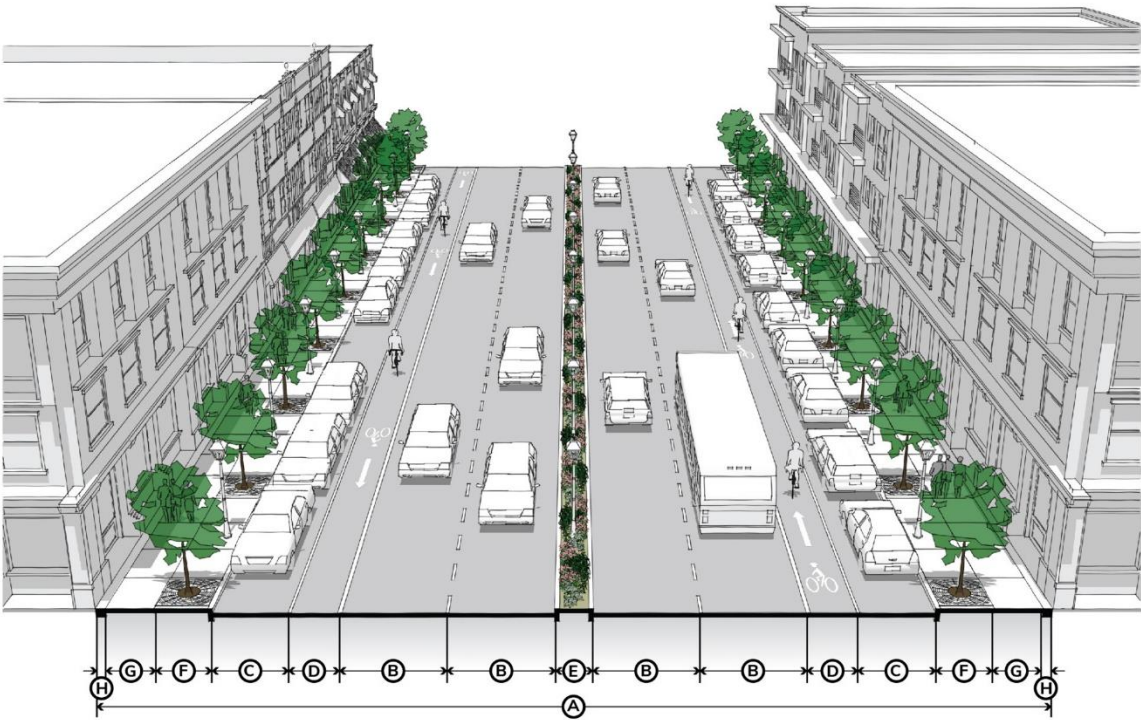
COLLECTOR: FOUR-LANE, UNDIVIDED



COLLECTOR: FOUR-LANE, UNDIVIDED

Ⓐ	Typical Right-of-Way Width	94'	Ⓔ	Typical Tree Belt Width	6'
Ⓑ	Typical Travel Lane Width	11'	Ⓕ	Typical Sidewalk Width	5'
Ⓒ	Typical Parking Lane Width	8'	Ⓖ	Typical Maintenance Strip	1'
Ⓓ	Typical Bike Lane Width	5'			

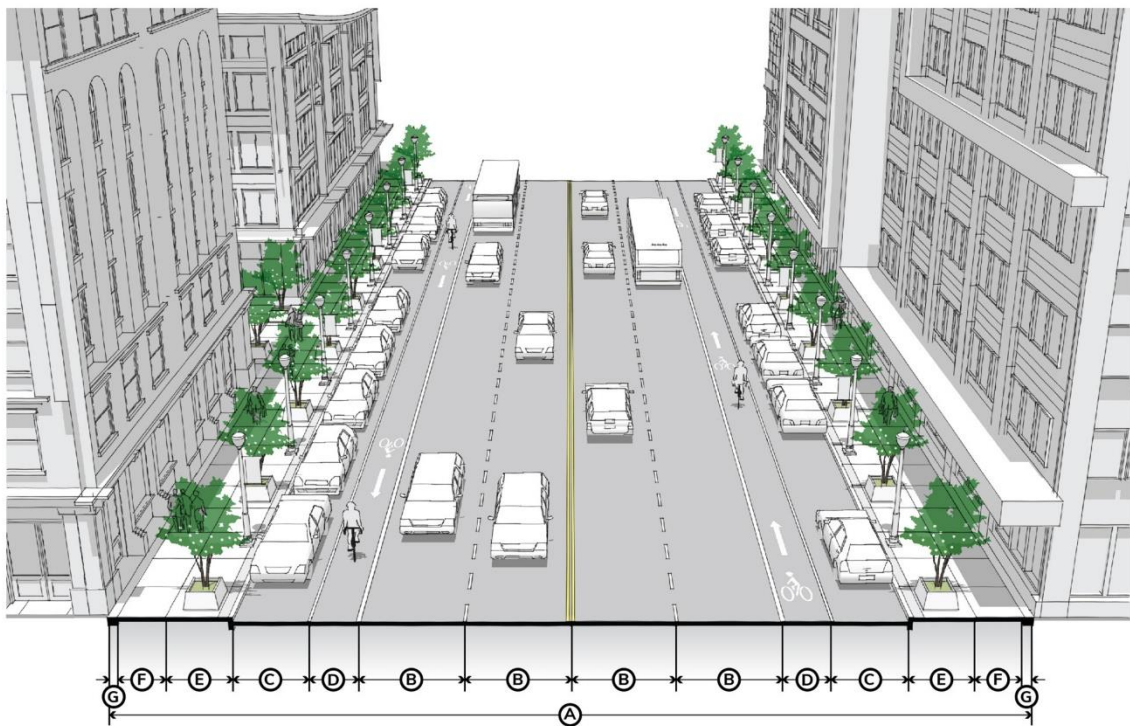
COLLECTOR: FOUR-LANE, DIVIDED



COLLECTOR: FOUR-LANE, DIVIDED

Ⓐ	Typical Right-of-Way Width		Ⓔ	Typical Center Lane Width	
	Median	98'		Median	4'
	Turning Lane	105'		Turning Lane	11'
Ⓑ	Typical Travel Lane Width	11'	Ⓕ	Typical Tree Belt Width	6'
Ⓒ	Typical Parking Lane Width	8'	Ⓖ	Typical Sidewalk Width	5'
Ⓓ	Typical Bike Lane Width	5'	Ⓗ	Typical Maintenance Strip	1'

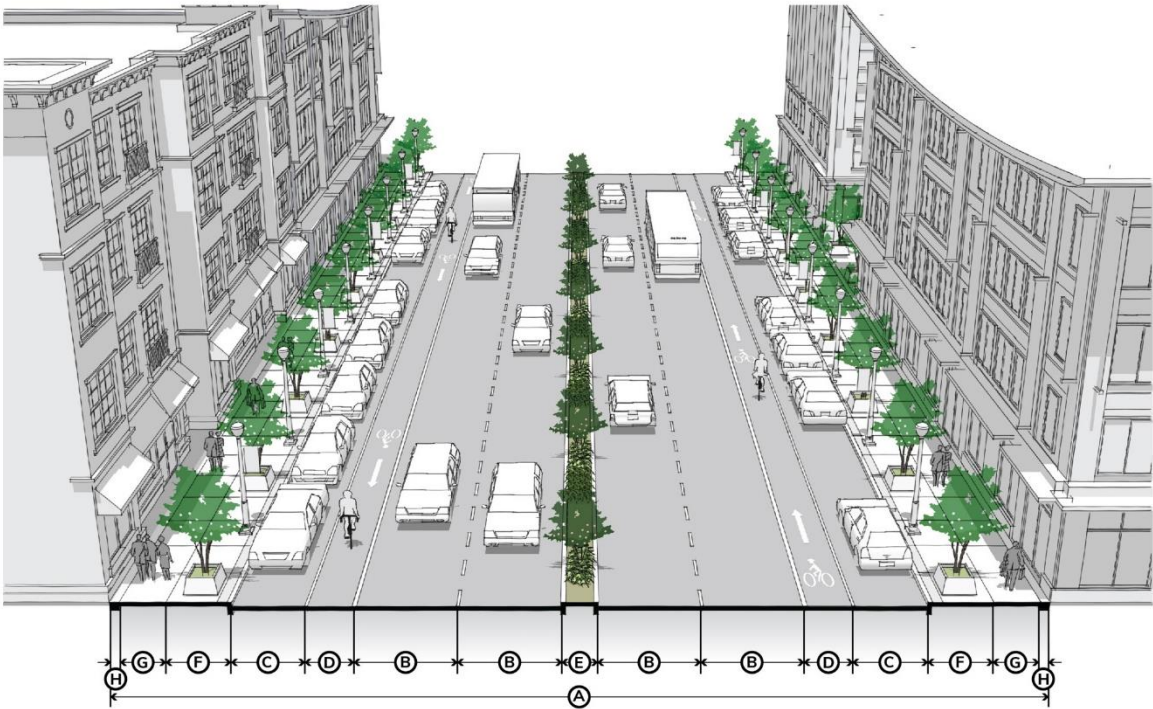
ARTERIAL STREET: FOUR-LANE, UNDIVIDED



ARTERIAL STREET: FOUR-LANE, UNDIVIDED

(A)	Typical Right-of-Way Width	96'	(E)	Typical Tree Belt Width	7'
(B)	Typical Travel Lane Width	11'	(F)	Typical Sidewalk Width	5'
(C)	Typical Parking Lane Width	8'	(G)	Typical Maintenance Strip	1'
(D)	Typical Bike Lane Width	5'			

ARTERIAL STREET: FOUR-LANE, DIVIDED



ARTERIAL STREET: FOUR-LANE, DIVIDED

A	Typical Right-of-Way Width		E	Typical Center Lane Width	
	Median	100'		Median	4'
	Turning Lane	107'		Turning Lane	11'
B	Typical Travel Lane Width	11'	F	Typical Tree Belt Width	7'
C	Typical Parking Lane Width	8'	G	Typical Sidewalk Width	5'
D	Typical Bike Lane Width	5'	H	Typical Maintenance Strip	1'

Article 19. Nonconformities

- 19.1 GENERAL APPLICABILITY
- 19.2 NONCONFORMING USE
- 19.3 NONCONFORMING STRUCTURE
- 19.4 NONCONFORMING LOT OF RECORD
- 19.5 NONCONFORMING SITE ELEMENTS
- 19.6 NONCONFORMING SIGNS

19.1 GENERAL APPLICABILITY

A. Authority to Continue

Any use, structure, lot, or site element that legally existed as of the effective date of this Ordinance, and any use, structure, lot, or site element that has been made nonconforming as of the effective date of this Ordinance, and any subsequent amendments, may continue subject to the provisions of this Article so long as it remains otherwise legal.

B. Burden on Property Owner

The burden of establishing the legality of a nonconformity under the provisions of this Ordinance is the responsibility of the property owner or operator of the nonconforming use, structure, sign, site element, or lot. Based upon the evidence presented, the Zoning Officer will make a determination of the validity of the nonconforming status in accordance with Section 13.12.

C. Unlawful Use, Structure, Sign, Site Element, or Lot

Any use, structure, sign, site element, or lot established or constructed in violation prior to the effective date of this Ordinance is not regarded as lawfully nonconforming and is not entitled to any of these rights.

D. Safety Regulations

All police power regulations enacted to promote public health, safety, and welfare, including, but not limited to, all building, fire, and health codes apply to nonconformities.

19.2 NONCONFORMING USE

A. Expansion

1. A nonconforming use of a structure or land cannot be expanded, extended, enlarged, or increased in intensity. Such prohibited activity includes additions or enlargements of any structure devoted entirely to a nonconforming use, and any expansion, extension, or relocation of a nonconforming use to any other structure, any portion of the floor area, or any land area currently not occupied by such nonconforming use.
2. An increase in the amount of on-site parking provided is considered an expansion of a nonconforming use except when such additional parking spaces, combined with existing parking spaces, does not exceed the minimum required parking for the use. A nonconforming use may only increase on-site parking spaces to meet the minimum parking requirement of Table 10-3.

B. Change of Use

A nonconforming use can only be changed to a use allowed within the zoning district where it is located. When a nonconforming use has been changed, in whole or in part, to an allowed use, the whole or part that conforms cannot be changed back to a use that is not allowed in the district. A change of use occurs when an existing nonconforming use has been terminated and another use has commenced. Any change in use in violation of this Ordinance is deemed an abandonment of the previously existing nonconforming use.

C. Discontinuation or Abandonment

If a nonconforming use is discontinued or abandoned for a continuous period of 12 months, the nonconforming use terminates automatically. Any subsequent use or occupancy of such land or structure must comply with all regulations of the zoning district in which the structure or land is located. A period of discontinuance caused through no fault of the property owner or tenant are not included in calculating the length of discontinuance or abandonment for this section. When a nonconforming use is offered for sale or lease, such sale period is not included in calculating the length of discontinuance or abandonment for this section; however, all equipment, building design, and similar use infrastructure must be maintained in working condition during the sale or lease period. The Zoning Officer may request evidence of active marketing during this period.

D. Damage or Destruction

In the event that any structure that is devoted in whole or in part to a nonconforming use is structurally damaged or destroyed through no fault of the property owner or tenant, the nonconforming use may be re-established provided that no new nonconforming uses are created and the degree of the previous nonconformity is not increased, and a building permit is obtained for such rebuilding, restoration, repair, or reconstruction within 12 months of the date of damage or destruction, and a certificate of occupancy is obtained prior to expiration of the building permit. In the event that a building permit is not obtained within 12 months, then the use cannot be re-established. If the structure containing the nonconforming use is also a nonconforming structure, the structure may only be rebuilt, restored, repaired, or reconstructed in accordance with Section 19.3.

19.3 NONCONFORMING STRUCTURE

A. Maintenance

Normal maintenance and repair may be performed on any nonconforming structure. No repairs or reconstruction are permitted that would create any new nonconformity or increase the degree of the previously existing nonconformity.

B. Structural Alterations

No structural alterations are permitted on any nonconforming structure, except in the following situations:

1. When the alteration is required by law or is necessary to restore the structure to a safe condition upon the order of any official charged with protecting public safety.
2. When the alteration will eliminate the nonconformity.
3. When the alteration will not create a new nonconformity or will not increase the degree of any existing nonconformity.

C. Relocation

A nonconforming structure cannot be relocated, in whole or in part, to any other location on the same lot unless such relocation would make the structure conforming. A nonconforming structure may be relocated to another lot only if the structure conforms to all regulations of the zoning district where it is relocated.

D. Damage or Destruction

If a nonconforming structure is destroyed or damaged through no fault of the property owner or tenant, regardless of the percent of damage, it may be rebuilt to its original condition before such casualty or loss if a building permit is obtained for such rebuilding, restoration, repair, or reconstruction within 12 months of the date of damage or destruction, and a certificate of occupancy is obtained prior to expiration of the building permit. In the event that the building permit is not obtained within 12 months, then the structure cannot be restored unless it conforms to all regulations of the district in which it is located.

E. Replacement In-Kind Exemption

A nonconforming structure may be replaced in-kind. Only the pre-existing nonconformity may be maintained and may not be increased in degree; all other zoning district standards must be met. However, if the structure's foundation is removed, the legal nonconforming status is null and void and the structure must meet all district standards.

F. Required Build-To Zone or Build-To Line Exemption

As of the effective date of this Ordinance, when an existing structure does not conform to the required build-to zone or build-to line of the applicable district, the structure is deemed exempt from that standard and may be expanded or altered without having to conform to build-to zone or build-to line of the district until the structure's building footprint is expanded by 50% or more. If expansions to the structure are incremental, this is calculated as the sum total of all expansions that occur after the effective date of this Ordinance. Once the principal structure is demolished, deemed conforming status is null and void.

G. Accessory Structures

Newly defined accessory structures, as of the effective date of this Ordinance, built without a permit, do not have pre-existing nonconforming status.

19.4 NONCONFORMING LOT OF RECORD

A. Use

A nonconforming lot of record may be used for any use allowed within the zoning district. However, the use must be that associated with the smallest permissible lot size in the district.

B. Development

Development of nonconforming lots of record is permitted as follows:

1. Minimum lot size and minimum average lot width requirements do not apply to any lawfully recorded lot which was under different ownership from any adjoining land on or before August 25, 1961.
2. The owner of any lot in a residential district which does not conform to the district's minimum lot size and minimum average lot width requirements may erect a single-family residence or accessory building if the lot legally existed on or before January 19, 1970 and is not under the same ownership as any adjoining land.
3. A zoning determination per Section 13.12 is required for verification of condition 1 or 2 above.
4. Further, such lots are subject to the following:
 - a. Where two or more adjacent lots of record are held in common ownership and one or more of the lots does not meet the requirements for lot area and/or lot width, then the lots of record are considered to be a single zoning lot per this Ordinance. Common ownership means lots owned by the same property owner or the same legal entity. For the purposes of this section, common ownership also means lots owned by related parties, including legal entities with common principals.
 - b. No portion of the zoning lot may be used, transferred, or conveyed which does not meet the lot width and lot area requirements established by this Ordinance. No division of the zoning lot may be made which leaves the remaining lot(s) with lot width or lot area below the requirements of the district.
 - c. No building permit will be issued for the use of any lot, or portion of a lot, transferred or conveyed in violation of this section.
5. Development of any other legal nonconforming lot of record that does not meet the above conditions requires a variance.

C. Lot Consolidation

A nonconforming lot is permitted to consolidate with an adjacent lot, even if such consolidation still does not conform to the lot dimension requirements of the zoning district in which it is located. Such consolidation is seen as a reduction of the nonconformity. No new exemptions are conferred upon consolidation. The Zoning Officer will determine whether the resulting lot retains any previous exemptions.

19.5 NONCONFORMING SITE ELEMENTS

A. Maintenance

Normal maintenance and incidental repair to a nonconforming site element may be performed. However, no repairs or reconstruction are permitted that would create any new nonconformity or increase the degree of the previously existing nonconformity.

B. Required Conformance

1. General

All nonconforming site elements must be brought into conformance when the following occurs:

- a. A new principal building is constructed on a site. This includes construction of a second or more principal buildings on the site.
- b. An existing principal building is increased in building footprint square footage by 50% or more.

2. Nonconforming Parking Lot Landscape

When a parking lot of 15 or more spaces does not conform to required parking lot landscape requirements, it must be brought into conformance when such parking lot is fully reconstructed or expanded by an additional 50% or more spaces (viz., the total number of spaces after expansion is 150% or more of the spaces prior to expansion).

- a.** Resealing or re-striping of an existing parking lot, which does not entail paving, resurfacing, or replacement of the asphalt, concrete, or other paving material, is not considered reconstruction.
- b.** If such action would result in creating a parking area that no longer conforms to the parking regulations of this Ordinance, such existing parking lot is not required to install all or a portion of the required landscape. The applicant is required to show that landscape cannot be accommodated on the site.
- c.** If only certain requirements are able to be accommodated on the site, those elements are required. The Zoning Officer will make the determination that all or a portion of required landscape does not have to be installed.

3. Nonconforming Exterior Lighting

For exterior lighting, when 25% or more of exterior lighting fixtures are replaced, all exterior lighting on the site must be brought into conformance. This requirement is calculated by dividing the number of new lighting posts and/or non-post mounted lighting fixtures to be installed by the total number of lighting posts and/or non-post mounted lighting fixtures on the site prior to replacement. Lighting mounting types (posts or non-post mounted lighting) are calculated separately (i.e., if only post lighting installation is being replaced, then only those types are counted, disregarding any non-post mounted lighting).

19.6 NONCONFORMING SIGNS

- A.** A nonconforming permanent sign and sign structure may remain in use so long as it remains otherwise lawful and has not been damaged or destroyed to the extent of less than 50% of its value. A nonconforming permanent sign and sign structure that is damaged or destroyed to the extent of 50% or more of its value cannot be restored or repaired unless it conforms to all applicable regulations for the district.
- B.** Sign value, for the purposes of item A above, is determined by comparing a repair cost estimate of the damaged sign with an estimate of the cost of a new identical sign. Sign owners must supply such estimates to the Building Inspector.
- C.** Once the sign and/or sign structure has been removed, it cannot be restored or repaired unless it conforms to all applicable regulations for the district.
- D.** The sign face of an existing nonconforming permanent sign may be replaced, but the structure cannot be altered to accommodate such change. A change of a sign face requires a sign permit. In addition, in any case where a new sign would require approval by the Design Review Board, such change of sign face of a nonconforming sign also requires Design Review Board approval.
- E.** No nonconforming sign and sign structure may be relocated, in whole or in part, to any other location on the same or other lot, unless the entire sign and sign structure conforms to all regulations applicable to the lot where the sign is relocated.
- F.** No nonconforming sign can be altered or enlarged in a way that increases the nonconformity of the sign or sign structure. This does not include normal maintenance and cleaning, or changing of the sign face.

Article 20. Enforcement

- 20.1 ENFORCEMENT AUTHORITY
- 20.2 ORDINANCE ENFORCEMENT - EXCLUDING STORMWATER MANAGEMENT
- 20.3 STORMWATER MANAGEMENT ENFORCEMENT

20.1 ENFORCEMENT AUTHORITY

The Code Administrator or his/her designee, the Zoning Officer or his/her designee, or any designated Code Enforcement Official is charged with enforcement of this Ordinance with the exception of the stormwater management regulations. The City Engineer or his/her designee is charged with enforcement of the stormwater management regulations.

20.2 ORDINANCE ENFORCEMENT - EXCLUDING STORMWATER MANAGEMENT

The following enforcement provisions apply to all provisions of this Ordinance with the exception of Article 17, Stormwater Management, which is controlled by Section 20.3 below.

A. Violations

1. No person or entity shall maintain any land or structure, or part thereof, in violation of the regulations of this Ordinance. Any person or entity that violates this Ordinance is subject to the procedures and penalties stated herein. The continuation of a violation constitutes a separate and distinct offense for each day the violation is continued.
2. The official has the right to enter upon, examine and inspect any building or property at any reasonable time for the purpose of carrying out his/her duties and to determine compliance with the provisions of this Ordinance.

B. Notice of Violations

Upon finding a violation of this Ordinance, the official will deliver written notice to the property owner in person or by certified or registered mail. This notice must inform the recipient of:

1. The nature and specific details of such violation.
2. The recommended remedial action.
3. The date by which the violation must be remedied.

C. Stop Work Orders

Upon finding a violation of this Ordinance, the official may require the suspension of work by issuing a stop work order to the responsible person. Such person must suspend all unauthorized activity until the stop work order has been rescinded.

1. The stop work order must be in writing and must state the conditions under which the activity may resume.
2. The stop work order must be presented to the person performing the work and, if different, the property owner in person or by certified or registered mail, and may be placed upon a conspicuous portion of the building or premises in use.
3. The failure of any person to comply with the terms of a stop work order constitutes a separate violation.

D. Appeal

A determination of violation may be appealed via zoning interpretation to the Zoning Board of Appeals per Section 13.11. Upon filing of such appeal, any further enforcement efforts are stayed pending Zoning Board of Appeals public hearing and decision on the appeal. Any stop work order remains in effect until the Zoning Board of Appeals issues a decision on the appeal.

E. Penalties and Fines

Except as otherwise provided in this Ordinance, the following penalties apply:

1. First violations of this Ordinance are punishable by a fine of not more than \$50.00 for each day the violation continues and/or imprisonment of up to five days.

2. Second violations are punishable by a fine of not more than \$100.00 for each day the violation continues and/or imprisonment of up to 15 days.
3. Third and subsequent violations are punishable by a fine of not more than \$250.00 or each day the violation continues and/or a jail sentence of up to 30 days.
4. These fines and/or imprisonment are exclusive of any additional civil fees or remedies.

F. Civil Enforcement

In addition to penalties prescribed elsewhere in this Ordinance and other laws, any person who violates any provision of this Ordinance are liable to a civil penalty of not more than \$250.00 for each day during which the violation continues. These civil penalties are recoverable in an action instituted by the City.

G. Court Action

The imposition of fines and/or imprisonment do not preclude the City from instituting an action for injunction or other legal action to prevent any unlawful use or activity, or to correct or abate a violation, or to prevent the illegal occupancy of a building, land or premises. In the event the City prevails in this action, the City has the authority to seek all reasonable attorneys' fees incurred by or on behalf of the City, together with all costs and disbursements of the litigation.

H. Non-Exclusivity of Remedies

The City may proceed under any subsection hereof at any time without respect to whether any other remedy has been imposed or sought by the City. The alternative remedies, fees, and penalties provided for herein are not mutually exclusive but may be commenced, implemented, and enforced simultaneously without regard to whether any other remedies, fees, or penalties have been sought or imposed.

20.3 STORMWATER MANAGEMENT ENFORCEMENT

A. Notice

When the City Engineer, or his/her designee, determines that a land disturbance activity is not being carried out in accordance with the stormwater management regulations, it may issue a written notice of violation to the landowner. The notice of violation must contain:

1. The name and address of the landowner, developer or applicant.
2. The address, when available, or a description of the building, structure, or land upon which the violation is occurring.
3. A statement specifying the nature of the violation.
4. A description of the remedial measures necessary to bring the land disturbance activity into compliance with this Ordinance and a time schedule for the completion of such remedial action.
5. A statement of the penalty or penalties that will or may be assessed against the person to whom the notice of violation is directed.
6. A statement that the determination of violation may be appealed to the municipality by filing a written notice of appeal within 15 days of service of notice of violation.

B. Stop-Work Orders

The City Engineer, or his/her designee, may issue a stop-work order for violations of the stormwater management regulations. Persons receiving a stop-work order are required to halt all land disturbance activities, except those activities that address the violations leading to the stop-work order. The stop-work order will be in effect until the City Engineer confirms that the land disturbance activity is in compliance and the violation has been satisfactorily addressed. Failure to address a stop-work order in a timely manner may result in civil, criminal, or monetary penalties in accordance with the enforcement measures authorized in this Ordinance.

C. Violations

Any land disturbance activity that is commenced or is conducted contrary to the stormwater management regulations may be restrained by injunction or otherwise abated in a manner provided by law.

D. Penalties for Offenses

1. In addition to or as an alternative to any penalty provided herein or by law, any person who violates the provisions of this Ordinance will be guilty of a violation punishable by:

a. For conviction of a first offense, a fine not exceeding \$350 or imprisonment for a period not to exceed six months, or both.

b. For conviction of a second offense, both of which were committed within a period of five years, punishable by a fine not less than \$350 nor more than \$700 or imprisonment for a period not to exceed six months, or both.

c. For conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine not less than \$700 nor more than \$1,000 or imprisonment for a period not to exceed six months, or both.

2. However, for the purposes of conferring jurisdiction upon courts and judicial officers generally, violations of the stormwater management regulations are deemed misdemeanors and for such purpose, all provisions of law relating to misdemeanors apply to such violations. Each week's continued violation constitutes a separate additional violation.

E. Withholding of Certificate of Occupancy

If any building or land disturbance activity is installed or conducted in violation of the stormwater management regulations, the City Engineer may request that the Building Department withhold the certificate of occupancy of said building or land.

F. Restoration of Lands

Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the City Engineer may take necessary corrective action, the cost of which will become a lien upon the property until paid.

G. Fees for Services

The City may require any person undertaking land disturbance activities regulated by the stormwater management regulations to pay reasonable costs at prevailing rates for review of SWPPPs, inspections, or SMP maintenance performed by the City or performed by a third party for the City.

Article 21. Definitions & Measurement Methodologies

- 21.1 RULES OF INTERPRETATION
- 21.2 GENERAL ABBREVIATIONS
- 21.3 DEFINITION OF GENERAL TERMS
- 21.4 RULES OF MEASUREMENT

21.1 RULES OF INTERPRETATION

The terms in the text of this Ordinance are interpreted in accordance with the following rules of construction:

- A. The singular number includes the plural, and the plural the singular.
- B. The present tense includes the past and future tenses, and the future tense includes the present.
- C. The terms “must,” “shall,” and “will” are mandatory.
- D. The terms “may” and “can” are permissive.
- E. The terms “must not,” “will not,” “cannot,” and “shall not” are prohibiting.
- F. Any gender includes all genders.
- G. Whenever a defined word or term appears in the text of this Ordinance, its meaning must be construed as set forth in the definition. Words not defined must be interpreted in accordance with the definitions considered to be normal dictionary usage.

21.2 GENERAL ABBREVIATIONS

The following abbreviations may be used within this Ordinance:

- A. BTZ is an abbreviation for “build-to zone.”
- B. GFA is an abbreviation for “gross floor area.”
- C. ft is an abbreviation for “feet.”
- D. N/A is an abbreviation for “not applicable.”
- E. sf is an abbreviation for “square feet.”
- F. SF is an abbreviation for “single-family.”
- G. SF-A is an abbreviation for “single-family - attached.”
- H. 2F is an abbreviation for “two-family.”
- I. TH is an abbreviation for “townhouse.”
- J. MF is an abbreviation for “multi-family.”

21.3 DEFINITION OF GENERAL TERMS

The following are definitions of general terms used throughout this Ordinance with the exception of use definitions, which are defined in Article 8.

100-Year Floodplain. Land subject to a 1% or greater chance of flooding in any given year as specified in the City Ordinance Chapter 120, Flood Damage Prevention.

Abandonment. To stop the use of property intentionally.

Abut. To share a common wall or lot line without being separated by a public or private street or alley.

Access. A way or means to provide physical entrance to a property or physical element of the landscape.

Accessibility Ramp. A ramp or similar structure that provides wheelchair or similar access to a structure.

Accessory Structure. A detached structure located on the same lot as the principal building that is incidental to the use of the principal building.

Accessory Use. The use of land or a structure, or portion thereof, customarily incidental and subordinate to the principal use of the land or structure.

Addition. Construction that increases the size of a structure in terms of building footprint, height, or floor area.

Affordable Housing. Dwellings that are affordable by qualified very low and low-income households.

Age-Restricted Housing. A multi-family dwelling or a planned residential development of various dwelling types where 80% of the dwelling units are required to be occupied by at least one person who is age 55 or older.

Alley. A service road with one-way or two-way traffic providing a secondary means of public access to abutting property and not intended for general traffic circulation.

Alteration. A change, addition, or modification in construction, other than cosmetic or decorative, or any change in the structural members of buildings such as bearing walls, columns, beams, or girders.

Amateur (ham) Radio Equipment. An amateur (ham) radio station licensed by the Federal Communications Commission (FCC), including equipment such as, but not limited to, a tower or building-mounted structure supporting a radiating antenna platform and other equipment.

Ancillary. In regard to principal uses, a structure or use that provides support and is typically integral to a principal structure or use.

Aquaculture/Aquaponics. A structure designed for the farming of aquatic organisms such as fish, crustaceans, mollusks, and aquatic plants under controlled conditions

Architectural Feature. A part or projection that contributes to the aesthetics of a structure, exclusive of signs, that is not necessary for the structural integrity of the structure or to make the structure habitable.

Arterial Street. A street that meets the definition of the New York State Department of Transportation for the arterial street functional classification.

Awning. A roof like structure typically made of cloth, metal, or other material attached to a frame that extends from and is supported by a building. Awnings are typically erected over a window, doorway, or building front and they may be raised or retracted to a position adjacent to the building.

Balcony. A roofed or unroofed platform that projects from the exterior wall of a structure above the ground floor, which is exposed to the open air, has direct access to the interior of the building, and is not supported by posts or columns extending to the ground.

Banner. A temporary sign printed upon flexible material mounted with or without rigid frames on a building.

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Bay Window. A window that projects outward from the structure, which does not rest on the building foundation or on the ground.

Berm. An earthen mound designed to provide visual interest on a site, fully or partially screen undesirable views, reduce noise, or fulfill other similar purposes.

Bike Facility. Improvements to accommodate bicyclists, including bike parking, bike lanes, and repair stations and the like.

Bike Lane. A designated area within a street right-of-way reserved for bicycle travel and separated from the rest of the roadway by painted lines, other pavement markings, or physical barriers.

Bike Share. A membership-based bike-sharing service that provides bike rental to members, billable by the hour or other time increments.

Blank Wall. The horizontal linear dimension of contiguous building wall that does not contain fenestration, doors, or decorative elements such as banding, medallions, artwork such as murals and mosaics, change in wall plane of at least three inches, or other architectural or material embellishment. Any wall less than five feet in height is not considered to be a blank wall.

Block. Defined in Section 21.4.

Blockface. Defined in Section 21.4.

Blue Roof. A roof designed to store water and discharge rainfall.

Buffer. An area of dimensional separation between land uses, buildings, or structures, which is undeveloped, with installed screening and/or undisturbed and left in a natural condition.

Buffer Yard. Land area with landscape plantings and other components used to separate one use from another and to shield or block noise, lights, or other nuisances.

Build-To Zone (BTZ). Defined in Section 21.4.

Build-Out Percentage. Defined in Section 21.4.

Buildable Area. The portion of a lot, excluding required setbacks, where a structure or building improvements may be erected.

Building. Any structure used or intended for supporting or sheltering any use or occupancy.

Building Envelope. The three-dimensional space within which a structure is permitted to be built on a lot and which is defined by regulations governing building setbacks, maximum height, and bulk, by other regulations, and/or by any combination thereof.

Building Coverage. Defined in Section 21.4.

Building Height. Defined in Section 21.4.

Building Line. A line measured at the building wall of a structure between lot lines including architectural features, such as facade modulation and bay windows.

Building Permit. A permit issued by the duly designated building official authorizing the erection, construction, reconstruction, alteration, repair, conversion, or maintenance of a building, structure, or portion thereof.

Building-Integrated Solar Energy System. A combination of solar panels and solar energy equipment integrated into any building envelope system such as vertical facades, semitransparent skylight systems, roofing materials, or shading over windows, which produce electricity for onsite consumption.

Canopy. A canopy is a roof-like cover designed for protection from the weather or as a decorative embellishment affixed to a building or freestanding, with supports that extend to the ground.

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Car Share. A membership-based car-sharing service that provides automobile rental to members, billable by the hour or other time increments.

Carport. An open-sided roofed vehicle shelter, usually formed by extension of the roof from the side of a building, but may be freestanding. A carport must be open on at least two sides. A carport attached to a structure is considered part of that structure.

Certificate of Occupancy. A document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure or use has been constructed or will be used in compliance with all the applicable municipal codes and ordinances

Centerline (Road). A line representing the physical center of a roadway between road shoulders.

Central Water Supply System. A permanently installed water supply system, including the facilities, works, and water sources used by such system, that is owned and operated by a single entity lawfully authorized to provide a supply of potable water to more than one user. A central water supply system may be a municipal central water system or a private central water system.

Changeable Message Board. A sign designed where a portion of the sign area allows for a message to be changed manually. A changeable message board sign does not include electronic message signs or portable reader-board sign.

Channel. A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

Chicken Coop. An accessory structure where chickens are kept.

Chimney. A vertical shaft of reinforced concrete, masonry or other approved material enclosing one or more flues, for the purpose of removing products of combustion from solid, liquid, or gaseous fuel.

Clearing. Any activity that removes the vegetative surface cover. This can include, but is not limited to, logging equipment operation, the cutting and skidding of trees, stump removal and/or brush root removal.

Coldframe Structure. A temporary unheated outdoor structure used for protecting seedlings and plants from the cold.

Co-Location. Placement of equipment from more than one service or service provider on a single tower or site.

Comprehensive Plan. The document adopted by the City Council containing policies for the general development of the City, which indicates the general location for physical growth of the community, together with any and all amendments thereto.

Complete Streets. Infrastructure constructed/modified based on the Saratoga Springs Complete Streets Plan, as amended from time to time.

Contour Line. Contour lines denote elevation or altitude and depth on maps.

Conservation Easement. A perpetual restriction on the use of land, created in accordance with the provisions of Article 49, Title 3 of the Environmental Conservation Law or § 247 of the General Municipal Law, for the purposes of conservation of open space, agricultural land, and natural, cultural, historic, and scenic resources.

Conservation Subdivision. A pattern of development that places dwelling units on those portions of a property most suitable for development, while leaving substantial portions as undeveloped open space.

Corner Lot Element. An accentuated vertical element located on a building corner at a street intersection that can be located within a required step back.

Cross-Access. A vehicular and/or pedestrian connection between abutting properties that connects the two sites and allows vehicles and/or pedestrians to travel between sites without the having to exit to the street.

Day. A calendar day, unless otherwise specified as a business day in this Ordinance.

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Deck. A roofless outdoor space built as an above ground platform projecting from the wall of a structure and connected by structural supports at grade or by the structure.

Density. The number of dwelling units per acre.

Design Manual (Stormwater Management). The New York State Stormwater Management Design Manual, most recent version including applicable updates that serve as the official guide for stormwater management principles, methods and practices.

Developer Agreement. An agreement between the City and the developer through which the City agrees to vest development use or intensity or refrain from interfering with subsequent phases or development through new legislation in exchange for provision of public facilities or amenities by the developer in excess of those required under current community regulations. Such agreements shall include "inclusionary housing agreements," etc.

Dock. A fixed or floating structure, including moorings, used for the purpose of berthing buoyant vessels.

Donation Box. An unmanned receptacle designed with a door, slot, or similar opening intended to accept and store donated clothes and household items.

Dwelling. A structure, or portion thereof, designed exclusively for human habitation.

Dwelling Unit. One or more habitable rooms which are occupied, or which are intended or designed to be occupied as a residence by one household or family, with facilities for living, sleeping, sanitation, and cooking.

Easement. Authorization by an owner for the use, by others for a specific purpose, of a designated part of his property.

Eave. The projecting lower edges of a roof overhanging the wall of a structure.

Electronic Message Sign. A sign designed where a portion of the sign area uses changing light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the electronic display panel(s) to form a message or messages in text and/or image from where the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. Time/temperature signs are not considered electronic message signs. Flashing signs, animated signs, and video display signs are not considered electronic message signs.

Electrical Vehicle Charging Station. Vehicle battery charging equipment that supplies electric energy for the recharging of plug-in electric vehicles, including electric cars and plug-in hybrids.

Encroachment. The extension, placement, or existence of any structure, or a component of such, into a required setback, adjacent property or right-of-way.

Endwall. The wall of the end unit of a townhouse development that is not attached to another dwelling unit or party wall.

Equine. A member of the equus genus of mammals in the family Equidae, including horses and ponies.

Erect. To build, construct, attach, hang, place, suspend, or affix.

Erosion Control Manual. The most recent version of the "New York State Standards and Specifications for Erosion and Sediment Control" manual, commonly known as the "Blue Book."

Escape Well. A reinforced excavation that surrounds a basement window installed for emergency egress.

External Illumination. Illumination by an artificial source of light not internal to the sign face.

Exterior Lighting. The illumination of an outside area or object by any man-made device that produces light by any means.

Exterior Stairwell. One or more flights of stairs, and the necessary landings and platforms connecting them, to form a continuous passage from the entryway of a floor or level to another in a structure located on the exterior of a principal building.

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Facade. An exterior building wall, from grade to the top of the parapet or eaves. A facade incorporates the full width of a building elevation, including any projections or recesses occurring across an elevation. The front facade is the principal elevation of a building and contains the building's main entrance, the rear facade is the building's rear exterior wall, and the side facades are a building's side exterior walls.

Family. One or more persons related by blood, marriage, civil union, or domestic partnership, and all adopted and foster children and all children under legal guardianship of any person in the household. A family is also defined as a group of no more than four unrelated persons maintaining a common household in a single dwelling unit.

Farmland of Statewide Importance. Land, designated as "Farmland of Statewide Importance" in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)'s Soil Survey Geographic (SSURGO) Database on Web Soil Survey, that is of statewide importance for the production of food, feed, fiber, forage, and oilseed crops as determined by the appropriate state agency or agencies. Farmland of Statewide Importance may include tracts of land that have been designated for agriculture by state law.

Feather Flag/Sail. A freestanding attention-getting device, vertical in orientation, typically constructed of cloth held taut by a single post.

Fence. A structure used as a boundary, screen, separation, means of privacy, protection or confinement, and is constructed of wood, plastic, metal, wire mesh, masonry, or other similar material and is used as a barrier, including retaining walls.

1. **Fence - Open.** A fence that has, over its entirety, more than 70% of the superficial surface consisting of regularly distributed openings.
2. **Fence - Solid.** A fence that has, over its entirety, no distributed openings. A shadowbox design fence is considered a solid fence. A chain link fence with slats is not considered a solid fence.

Fence, Corral. Corral fences are fences designed and constructed with posts and two to four rails to contain animals.

Final Plat. The final map upon which the owner's plan of subdivision is presented to the Board for approval, and which, if approved shall be submitted to the County Clerk for recording. The final plat is submitted as part of the final submission.

Financial Security. Monetary backing provided by the owner, from a bank or financial institution, which guarantees the City that a specific amount of money will be kept available for the completion of an approved project. Said financial security is to be drawn on only by the City.

First Floor Elevation. Defined in Section 21.4.

Flag. Flags of any nation, state, municipality, or political subdivision, flags officially designated as a national, state, or local symbol, or flags of fraternal, religious, and civic organizations. Pennants and sails are not considered flags

Floodlight. A powerful light, typically in a grouping of several lights, used to illuminate the exterior of a building or sign.

Food Truck or Trailer. A motor vehicle or a food trailer towed by another vehicle, designed and equipped to prepare, assemble, and sell food and/or beverages directly to consumers.

Foot-Candle. A unit of measure of illuminance equal to one lumen of light spread over an area of one square foot.

Frontage. The boundary between a building and the right-of-way or the pavement of a public sidewalk. Frontage may also refer to the full linear dimension of this boundary.

Garage. An accessory building or portion of a principal building used for the storage of motor vehicles of the occupants of the premises.

Gazebo. A freestanding outdoor accessory structure with a roof designed for recreational use and not for habitation.

Generic Legal Item Exchange Box. An outdoor accessory structure maintained by a property owner on private property where legal items such as books, recorded performing arts and media, puzzles, games, and the like, are kept for public and/or exchanges with no fees, sales, or other compensation and are publicly accessible.

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Glare. The effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort, or loss in visual performance and visibility in any material respects.

Grade. Defined in Section 21.4.

Grading. Excavation or fill of material, including the resulting conditions thereof.

Ground-Mounted Solar Energy System. A solar energy system that is anchored to the ground via a pole or other mounting system, detached from any other structure, that generates electricity for on-site or off-site consumption.

Green Roof. A building roof partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional layers such as a root barrier and drainage and irrigation systems.

Greenhouse (Accessory). A structure constructed chiefly of glass, glasslike or translucent material, cloth, or lath, which is devoted to the protection or cultivation of flowers or other tender plants.

Gross Floor Area (GFA). Defined in Section 21.4.

Guestroom. A room occupied by one or more guests for compensation and in which no provision is made for cooking. Guestroom does not include rooms in a dormitory.

Habitable/Living Space. A space in a building suitable for living, sleeping, cooking, bathing, washing or sanitation purposes.

Hedge. A row of closely planted shrubs, bushes, or any kind of plant forming a boundary.

Home Occupation. Any commercial activity carried out for economic gain by a resident, conducted as an accessory use in the resident's dwelling unit. Telecommuting is not considered a home occupation.

Horse Stable (Private). An accessory structure or land use that is designed, arranged, used, or intended to be used for the keeping of equines for the private use of the occupants of a principal building and their guests.

Impervious Surface Coverage. Defined in Section 21.4.

Industrial Stormwater Permit. A State Pollutant Discharge Elimination System permit issued to a commercial industry or group of industries which regulates the pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies.

Infiltration. The process of percolating stormwater into the subsoil.

Infrastructure. Facilities and services needed to sustain residential, commercial, industrial, institutional, and other activities, including, but not limited to, water lines, sewer lines, and rights-of-way.

Institutional Use. A nonprofit, public, or quasi-public use, such as a place of worship, educational facility, hospital, assisted or custodial care facility, or government-owned or government-operated structure or land used for public purpose.

Intensity of Use. Square feet of gross floor area, number of dwelling units, number of employees, or other factor used as a basis for requiring off-street parking or loading facilities.

Land Disturbance Activity. Any activity including clearing, grading, excavating, filling, demolishing or stock piling that results in soil disturbance. Includes land development activity and construction activity.

Light Pole. Pole on which a luminaire is mounted.

Light Pole Banner. Banners mounted on and with arms installed perpendicular to light poles.

Lighting, Full Cut Off. A light distribution where the candela value is zero at or above horizontal (90°above nadir) and does not exceed 10% at or above a vertical angle of 80°above nadir.

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Lighting, Semi Cut Off. A light distribution where the candela value does not exceed 5% of the maximum intensity at or above horizontal (90° above nadir) and 20% at or above a vertical angle of 80° above nadir.

Lot. Defined in Section 21.4.

Lot Area. Defined in Section 21.4.

Lot, Corner. Defined in Section 21.4.

Lot Depth. Defined in Section 21.4.

Lot, Interior. Defined in Section 21.4.

Lot Line. Defined in Section 21.4.

Lot Line, Corner. Defined in Section 21.4.

Lot Line, Front. Defined in Section 21.4.

Lot Line, Interior. Defined in Section 21.4.

Lot Line, Rear. Defined in Section 21.4.

Lot Line, Street. Defined in Section 21.4.

Lot, Through. Defined in Section 21.4.

Lot Width. Defined in Section 21.4.

Maintenance Agreement (Stormwater Management). A legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of stormwater management practices.

Marquee. A permanent roof-like structure that extends from the wall, with no supports extending to the ground, constructed over the entrance of a building of permanent building materials that includes a sign element along its edge for changeable messages, whether electronic or by hand.

Metes and Bounds. A method of describing the boundaries of land by directions and distances from a known point of reference.

Monument. A boundary or survey marker.

Mural. A graphic displayed on the exterior of a building for the purposes of decoration or artistic expression, including but not limited to painting, fresco, or mosaic. A mural is public art and does not include any advertising or commercial content.

Nadir. The angle pointing directly downward from the luminaire or 0°.

Native Perennial Vegetation. Native wildflowers, forbs, and grasses that serve as habitat, forage, and migratory way stations for pollinators but excluding any prohibited or regulated invasive species as determined by the New York State Department of Environmental Conservation.

Noncommercial Message. The expression of *noncommercial* ideas and *messages*. A noncommercial message does not promote a business, product, service, commercial entertainment, or other commercial activity offered on or off the premises.

Nonconforming Lot. A lawful lot of record that predates comprehensive zoning or at one time conformed to the lot dimension requirements of the zoning district in which it is located, but because of this Ordinance, or a subsequent amendment to this Ordinance, does not meet current requirements.

Nonconforming Sign. A sign that predates comprehensive zoning or at one time conformed to applicable zoning regulations, but because of this Ordinance, or a subsequent amendment to this Ordinance, does not meet current requirements.

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Nonconforming Site Element. A site development element, such as landscape or lighting, that predates comprehensive zoning or was constructed or installed in conformance with the applicable zoning regulations, but because of this Ordinance, or a subsequent amendment to this Ordinance, does not meet current requirements.

Nonconforming Structure. A principal or accessory structure that predates comprehensive zoning or at one time conformed to applicable zoning regulations, but because of this Ordinance, or a subsequent amendment to this Ordinance, does not meet current requirements.

Nonconforming Use. The use of a structure or land that predates comprehensive zoning or at one time was an allowed use within a zoning district, but because of this Ordinance, or a subsequent amendment to this Ordinance, is no longer allowed.

Non-Point Source Pollution. Pollution from any source other than from any discernible, confined, and discrete conveyances, and shall include, but not be limited to, pollutants from agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Nonresidential Districts. Zoning districts that allow a variety of nonresidential uses such as retail, restaurant, service, and office, where such types of uses are the primary uses allowed, or where a wide range of commercial uses are allowed with residential uses to create mixed-use development. Nonresidential districts are identified in Section 2.1 as "Mixed-Use and Commercial Districts" (excluding AC, NCU and UN.), "Institutional Districts," and "Industrial Districts."

Nonresidential Use. A structure or land used, or intended to be used for nonresidential uses, which includes, but is not limited to, retail, office, entertainment, recreation, public, institutional, and other nonresidential uses. Structures with multi-family dwellings with ground floor nonresidential uses are considered mixed-use development and considered a nonresidential use for the purposes of this Ordinance.

Nonresidential Activities (For SWPPP). Any activity not included within definition of residential activity for purposes of establishing SWPPP requirements only.

Nits. A luminance unit equal to one candle per square meter measured perpendicular to the rays from the source.

Off-Premise Commercial Sign – Permanent. A permanent sign directing attention to a specific business, product, service, entertainment event, activity, or other commercial activity that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located.

Off-Premise Commercial Sign – Temporary. A temporary sign directing attention to a specific business, product, service, entertainment event, activity, or other commercial activity that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located. This includes any ground-mounted, building-mounted, or sign painted, pasted, or otherwise affixed to any tree, rock, fence, utility pole, hydrant, bridge, sidewalk, parkway, curb or street, bench, or trash receptacle that directs attention off-premises.

Off-Street Parking. The storage space for an automobile on premises other than streets or rights-of-way.

Outdoor Display and Sales Area. Part of a lot used for outdoor sales and/or display of goods accessory to the principal use.

Outlot. An area of land set aside within a retail center for a separate principal building that shares a circulation system and may share common parking with the larger retail center development but is separated from the principal building or buildings, typically located along the property line.

Overlay District. A district established in the Ordinance that is superimposed on one or more zoning districts or parts of zoning districts. The standards and requirements associated with an overlay district may be more or less restrictive than those in the underlying districts.

Owner. Any person or entity, including the owner of the title or a mortgage whose interest is shown of record in the mortgage and conveyance records; a person or entity shown as owner in the records of the tax assessor of the county in which the property is situated; or the agent of any such person or entity and those in possession of a dwelling, dwelling unit, or premises.

Parapet. The extension of a false front or wall above a roofline.

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Parking Facility. A parking lot and/or parking structure. Parking facility does not include parking spaces and parking pads for individual dwelling units for single-family, two-family, or townhouse dwellings.

Party Wall. A wall starting from the foundation and extending continuously through all stories to or above the roof that separates one building from another along a property line, but is in joint use by each building.

Patio. A hard surface at or less than six inches above grade designed and intended for gathering or cooking and not used as a parking space. Patios are constructed such that its finished walking surface is laid or poured directly on finished grade.

Pedestrian Facilities. Sidewalks, shared use paths, and similar facilities intended for pedestrian mobility.

Performance Bond. An obligation in writing, under seal, issued by a surety company, satisfactory to the City, binding the obligator to pay a sum of money to the City if the obligor fails to satisfactorily install and/or maintain improvements as required under § 33 of the General City Law, including escrow agreement and other similar collateral or surety agreements.

Pergola. An open structure, which may be either freestanding or attached to a structure, that forms a partially shaded pedestrian walkway, passageway, or sitting area, and is constructed of a semi-open roof and vertical posts that support cross-beams and a sturdy open lattice. If attached to a structure, it is considered part of the building. Freestanding pergolas are considered accessory structures.

Personal Recreation Game Court. Game courts for sports such as tennis or basketball for the private use of the occupants of the property.

Pervious Paving. A range of sustainable materials and techniques for permeable paving with a base and sub-base that allow the movement of stormwater through the surface. Gravel and loose rock are not considered pervious paving.

Phasing (Stormwater Management). Clearing a parcel of land in distinct pieces or parts, with the stabilization of each piece completed before the clearing of the next.

Planning Department Staff. Staff of the Saratoga Springs Office of Planning and Economic Development that provides technical assistance on development applications made to the City's Land Use Boards as well as other planning and development duties.

Plat. A map representing a tract of land illustrating the boundaries and location of individual properties and streets, or a map of a subdivision or planned unit development site plan.

Pollinator. Bees, birds, bats, and other insects or wildlife that pollinate flowering plants, and includes both wild and managed insects.

Pollutant of Concern. Sediment or a water quality measurement that addresses sediment (such as total suspended solids, turbidity or siltation) and any other pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the land disturbance activity.

Preliminary Plat. A drawing showing the salient features of a proposed subdivision submitted to the Board for its consideration prior to submission of the final plat. The preliminary plat is submitted as part of the preliminary submission.

Porch. An architectural feature that projects from the exterior wall of a structure, has direct access to the street level of the building, and is covered by a roof or eaves.

Porch – Unenclosed. A porch that is open on all sides that do not abut a principal building wall.

Porch – Enclosed. A porch enclosed by walls, screens, lattice or other material. A screened-in porch is an enclosed porch.

Porte Cochere. A permanent structure built over a driveway or entry drive attached to a dwelling that provides temporary shelter to persons exiting a vehicle.

Property Line. A lot line. (See lot line definition.)

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Prime Farmland. Land designated as “Prime Farmland” in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)’s Soil Survey Geographic (SSURGO) Database on Web Soil Survey, that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is also available for these land uses.

Principal Building. A non-accessory structure in which a principal use of the lot on which it is located is conducted.

Principal Use. The main use of land or structures as distinguished from an accessory use.

Public Art. Art in any media that has been planned and executed with the intention of being staged in the physical public domain, usually outdoors and accessible to all.

Public Utility. A closely regulated private enterprise with an exclusive franchise for providing a public service deemed necessary for the public health, safety and welfare.

Public Utility Facilities. Telephone, electric and cable television lines, poles, equipment and structures; water or gas pipes, mains, valves or structures; sewer pipes, valves or structures; pumping stations; telephone exchanges and repeater stations; and all other facilities, equipment and structures necessary for conducting a service by a government or a public utility.

Recharge. The replenishment of underground water reserves.

Recreational Vehicle. Any vehicle or boat designed for temporary living quarters, recreation, or temporary human habitation and not used as a commercial vehicle including, but not limited to, the following: boat/watercraft, camper trailer, motorized trailer, off-road vehicle, racing car or cycle, travel trailer, and truck camper.

Refuse Container. A container for the collection of refuse with a hooking mechanism that permits it to be raised and dumped into a sanitation truck typically between one to two cubic yards.

Recycling Containers. A container for the collection of recyclables.

Residential Districts. Zoning districts where the primary permitted use is residential. Residential districts, within the use structure, may allow very limited compatible nonresidential uses, such as places of worship. Residential districts are identified in Section 2.1 as “Residential Districts” and include the NCU, AC, and UN Districts

Residential Use. A structure designed and used or intended to be used for residential occupancy by one or more households, such as single-family, two-family, townhouse, and multi-family dwellings. Multi-family dwellings with ground floor nonresidential uses are considered mixed-use development and are considered a nonresidential use for the purposes of this Ordinance.

Residential Activity (For SWPPP). Activities related to the development of living quarters for single-family or two-family dwelling units for purposes of establishing SWPPP requirements only.

Right-of-Way. A strip of land dedicated for use as a public way. In addition to the roadway, it typically incorporates the curbs, tree belt, sidewalks, and shoulders.

Roof-Mounted Solar Energy System. A solar energy system located on the roof of any legally permitted building or structure that produces electricity for on-site or off-site consumption.

Roofline. The top edge of a roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys, or minor projections.

Satellite Dish Antenna. A dish antenna designed for transmitting signals to a receiver or receiving station or for receiving television, radio, data, communication, or other signals from other antennas, satellites, or other services.

Searchlight. An attention-getting device where an artificial light of high intensity is shined upward in a focused beam and can turn in any direction to attract attention to a location. Also known as sky-beams or sky spotlights.

Sediment Control. Measures that prevent eroded sediment from leaving the site.

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Sensitive Areas (Stormwater Management). Cold water fisheries, shellfish beds, swimming beaches, groundwater recharge areas, water supply reservoirs, habitats for threatened, endangered, or special concern species.

SEQRA. The State Environmental Quality Review Act of New York State as defined in 6 NYCRR 617.

Setback. Defined in Section 21.4.

Setback, Corner Side. Defined in Section 21.4.

Setback, Front. Defined in Section 21.4.

Setback, Interior Side. Defined in Section 21.4.

Setback, Parking. Defined in Section 21.4.

Setback, Rear. Defined in Section 21.4.

Setback, Street. Defined in Section 21.4

Shared Use Path. A path that supports multiple recreation and transportation opportunities, such as walking, bicycling, and wheelchairs.

Shed. An accessory structure, often purchased pre-built or as a kit in pre-fabricated sections, that is not designed to be served by heat or plumbing and does not need to be placed on a permanent foundation. A shed is typically intended to store lawn, garden, or recreational equipment.

Sign. A lettered, numbered, symbolic, pictorial, or illuminated visual display designed to identify, announce, direct, or inform that is visible from a public right of way.

Sign, A-Frame. A temporary sign ordinarily in the shape of the letter "A" or some variation thereof, which is displayed on the ground, not permanently attached to the ground, and usually two-sided, generally connected at the top and separated at the bottom.

Sign, Animated. A sign that uses moving or changing lights to depict action, movement, or the optical illusion of movement of part of the sign structure, sign, or pictorial segment, or including the movement of any illumination or the flashing or varying of light intensity to create a special effect or scene. Animated signs do not include electronic message signs.

Sign, Awning. An awning is a roof-like cover designed for protection from the weather or as a decorative embellishment, which projects from a wall or roof of a structure over a window, walkway, or door, with no supports that extend to the ground. An awning sign is a sign printed or displayed upon an awning.

Sign, Balloon. A sign or advertising device designed to be airborne or inflated and tethered to the ground or other structure. This includes any air-inflated signs and any signs that inflate and move via air inflation.

Sign, Blade. A sign that is attached to a rigid structure that extends more than 12 inches beyond the surface of the structure to which it is attached.

Sign, Canopy. A canopy sign is a sign printed, mounted, or installed upon a canopy. A sign canopy may be one of two types:

1. **Canopy - Non-Structural.** A roofed structure attached to a building, which is not integral to the structure, that is made of durable, weather-resistant material such as canvas, canvas-like material, nylon, or vinyl-coated fabric, placed to extend outward from the building and is supported both by mountings on the structure wall and by supports that extend to the ground.

2. **Canopy - Structural.** A roofed structure constructed of permanent building materials, such as metal, brick, stone, wood or similar building materials, that is constructed as part of and attached to a building, extends outward from the building, and is supported both by the structure and by supports that extend to the ground.

Sign, Drive-Through. A sign constructed as part of drive-through facilities.

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Sign, Flashing. A sign with an intermittent or sequential flashing light source used primarily to attract attention. Flashing signs do not include electronic message signs.

Sign, Freestanding. A sign that is placed on or supported by the ground, independent of the principal structure on the lot.

Sign, Gateway. A sign that is installed over a pedestrian entryway and supported by the ground, independent of the principal structure on the lot, designed as an entryway feature to the property.

Sign, Ghost. A painted wall sign that remains from an earlier time or advertises the use of a building that provides evidence of the history of the use of the building or activities of the community. A ghost sign is not an off-premise sign.

Sign, Moving. A sign where the entire sign structure or a portion of which rotates, moves, elevates, or in any way alters position or geometry. A tri-vision sign where triangular prisms rotate inside a frame to show a new message and/or information are considered moving signs. Moving signs do not include clocks or barber poles.

Sign, Portable. A sign whose principal supporting structure is intended, by design and construction, to rest upon the ground for support and may be easily moved or relocated for reuse. Portable signs include, but are not limited to, signs mounted upon a trailer, wheeled carrier, or other non-motorized mobile structure, with wheels or with wheels removed. Portable signs do not include a-frame signs.

Sign, Roof. A sign that is erected, constructed, or maintained on and/or extending above the roof structure or parapet of any building with the principal support attached to the roof structure.

Sign, Wall (Standard). A sign that is attached directly to an exterior wall of a building or dependent upon a building for support and projects 18 inches or less from the wall of a structure with the exposed face of the sign in a plane substantially parallel to the face of the wall. Window signs are not considered wall signs.

Sign, Wall (Painted). A sign that is painted, applied, or affixed directly on the exterior wall of a building or structure. A painted wall sign is not limited to only the application of paint, but includes other methods of application and/or material, including, but not limited to tiles or screen-printing.

Sign, Wall (Projected). A sign that is projected by an optical device that projects an image directly onto the exterior wall of a building or structure by light or other technological means.

Sign, Window. A sign that is attached directly to, placed directly upon, or printed directly on the interior or exterior of a window or door of a building, or a sign placed on the interior within three feet of a window intended for viewing from the exterior of such a building. A window sign may be either permanent or temporary. Shadowbox design within display windows, where the window display is designed with a background enclosure against which signs are mounted that blocks view into the establishment, is considered a window sign and the entire area of the shadowbox is subject to the maximum sign area limitation.

Significant Tree. A broadleaf tree that measures 12 inches or more in diameter at breast height or a coniferous tree that measures 24 inches or more in diameter at breast height. Any tree of an invasive species, regardless of size, is not considered a significant tree.

Sketch Plan. A concept, informal map of a proposed subdivision or planned unit development site plan of sufficient accuracy to be used for the purpose of discussion and classification.

Solar Energy Equipment. Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

Solar Energy System. The components and subsystems required to convert solar energy into electric energy suitable for use. The term includes, but is not limited to, solar panels and solar energy equipment. The area of a solar energy system includes all the land inside the perimeter of the solar energy system, which extends to any interconnection equipment. A solar energy system is classified as a Tier 1, Tier 2, or Tier 3 solar energy system as follows:

1. Tier 1 solar energy systems include the following:
 - a. Roof-mounted solar energy systems

Article 21. Definitions & Measurement Methodologies

b. Building-integrated solar energy systems

2. Tier 2 solar energy systems include ground-mounted solar energy systems with system capacity up to 25 kW AC and that generate no more than 110% of the electricity consumed on the site over the previous 12 months.
3. Tier 3 solar energy systems are systems that do not meet the definitions of Tier 1 and Tier 2 solar energy systems.

Solar Panel. A photovoltaic device capable of collecting and converting solar energy into electricity.

SPDES General Permit for Construction Activities GP-0-20-001 (as amended or revised). A permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to developers of construction activities to regulate disturbance of one or more acres of land.

SPDES General Permit for Stormwater Discharges from Municipal Separate Stormwater Sewer Systems GP-0-15-003 (as amended or revised). A permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to municipalities to regulate discharges from municipal separate storm sewers for compliance with EPA established water quality standards and/or to specify stormwater control standards.

Stabilization. The use of practices that prevent exposed soil from eroding.

Stacking Space. A space specifically designed and designated as a waiting area for vehicles patronizing a drive-through facility or service bay.

Standpipe. A rigid vertical or horizontal pipe to which fire hoses can be connected, which may be building, ground, or roof mounted.

Stepback. In building height, a stepback is the required additional distance that upper stories of a structure must be recessed from the facade of the stories below.

Stoop. An exterior floor typically, constructed of stone, concrete, and/or masonry, with a finished floor elevation higher than the adjacent ground level, often with steps leading up to it, and utilized primarily as an access platform to a structure. A stoop may be roofed and designed with railings, but cannot be enclosed.

Stop-Work Order. An order issued which requires construction activity on a site be stopped.

Storage Battery. A device that stores energy and makes it available in an electrical form.

Stormwater. Rainwater, surface runoff, snowmelt and drainage.

Stormwater Hotspot. A land use or activity that generates higher concentrations of hydrocarbons, trace metals or toxicants than are found in typical stormwater runoff, based on monitoring studies.

Stormwater Management. The use of structural or nonstructural practices that are designed to reduce stormwater runoff and mitigate its adverse impacts on property, natural resources and the environment.

Stormwater Management Facility. One or a series of stormwater management practices installed, stabilized and operating for the purpose of controlling stormwater runoff.

Stormwater Management Practices (SMPs). Measures, either structural or nonstructural, that are determined to be the most effective, practical means of preventing flood damage and preventing or reducing point source or non-point source pollution inputs to stormwater runoff and water bodies.

Stormwater Pollution Prevention Plan (SWPPP). A plan for controlling stormwater runoff and pollutants from a site during and after construction activities.

Stormwater Runoff. Flow on the surface of the ground, resulting from precipitation.

Stream. A watercourse having a source and a terminus, banks and channel through which water flows at least periodically.

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Structural Alteration. Any change, other than incidental repairs, which would prolong the life of supporting members of a structure, such as the addition, removal, or alteration of bearing walls, columns, beams, girders or foundations.

Structure. Any constructed or placed material in or upon the ground, including buildings, towers, sheds, pools, signs and the like, but excluding sidewalks, paving, grading, patios, and the like.

Subdivision. The division of a lot, tract, or parcel of land into two or more lots.

Surface Waters of the State of New York. Lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic ocean within the territorial seas of the state of New York and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, public or private (except those private waters that do not combine or effect a junction with natural surface or underground waters), which are wholly or partially within or bordering the state or within its jurisdiction. Storm sewers and waste treatment systems, including treatment ponds or lagoons which also meet the criteria of this definition are not waters of the state. This exclusion applies only to man-made bodies of water which neither were originally created in waters of the state (such as a disposal area in wetlands) nor resulted from impoundment of waters of the state.

Survey. The process of precisely ascertaining the area dimensions of a piece of land and conducted by an individual licensed by the New York State Department of Education. This process may also involve ascertaining the precise location of naturally occurring or built features, and topography.

Tasting Room. An area within an alcohol production facility where guests may sample products produced on-site.

Timber Harvesting. The felling and trimming trees and subsequent transportation of the logs to a mill.

Unified Control. The combination of two or more tracts of land wherein each owner has agreed that his tract of land will be developed under the same development approvals.

Use. The purpose or activity for which the land or structure is designed, arranged, or intended, or for which it is occupied or maintained.

Video Display Sign. A sign, or portion of a sign, that displays an electronic video, whether pre-recorded or streaming. This includes projection of an electronic video on a wall or other surface.

Watercourse. Any stream, pond, lake, drainage channel, or other area of land that is normally filled with water. Boundaries of a watercourse are measured at the high-water mark.

Waterway. A channel that directs surface runoff to a watercourse or to the public storm drain.

Wetland. An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Wetland, Jurisdictional. An area of land that is characterized by hydrophytic vegetation, saturated soils, or periodic inundation, which is classified as a wetland or by either the New York State Department of Environmental Conservation or the U.S. Army Corps of Engineers.

Wind Turbine. A device that converts the wind's kinetic energy into electrical energy.

White Roof. A roof designed to deliver high solar reflectance, reducing heat transfer to the building and the ability to radiate absorbed, or non-reflected solar energy.

Yard. Defined in Section 21.4.

Yard, Front. Defined in Section 21.4.

Yard, Interior Side. Defined in Section 21.4.

Yard, Corner Side. Defined in Section 21.4.

Yard, Rear. Defined in Section 21.4.

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Zoning Lot. A lot or combination of lots within a single block, which may be designated by its owner or developer, or by the Zoning Officer to be used, developed, or built upon as a unit. A zoning lot may coincide with a lot of record or may be comprised of one or more lots of record under common ownership as specified in the conditions of Section 19.4.

Zoning Officer. The administrative officer, or his/her designee, charged with enforcing the provisions of this Ordinance.

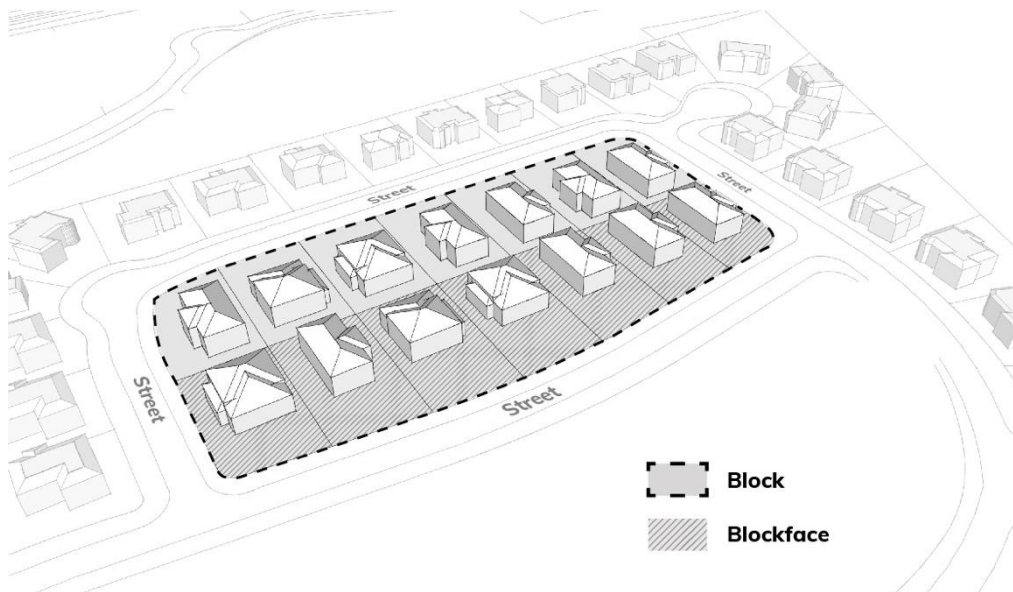
21.4 RULES OF MEASUREMENT

This section provides the rules of measurement for the dimensional standards and locational characteristics within the Ordinance.

A. Block and Blockface

1. A block is a tract of land bounded by streets, or a combination of streets and railroad rights-of-way.
2. Blockface is measured as that portion of a block or tract of land facing the same side of a single street and lying between the closest intersecting streets.

BLOCK AND BLOCKFACE



B. Build-To Dimensions

Certain dimensional requirements with the district require structures to be constructed at a build-to dimension. A build-to requirement is a boundary or alignment, parallel to a lot line, where a structure must be placed. This Ordinance includes two types of build-to dimensions:

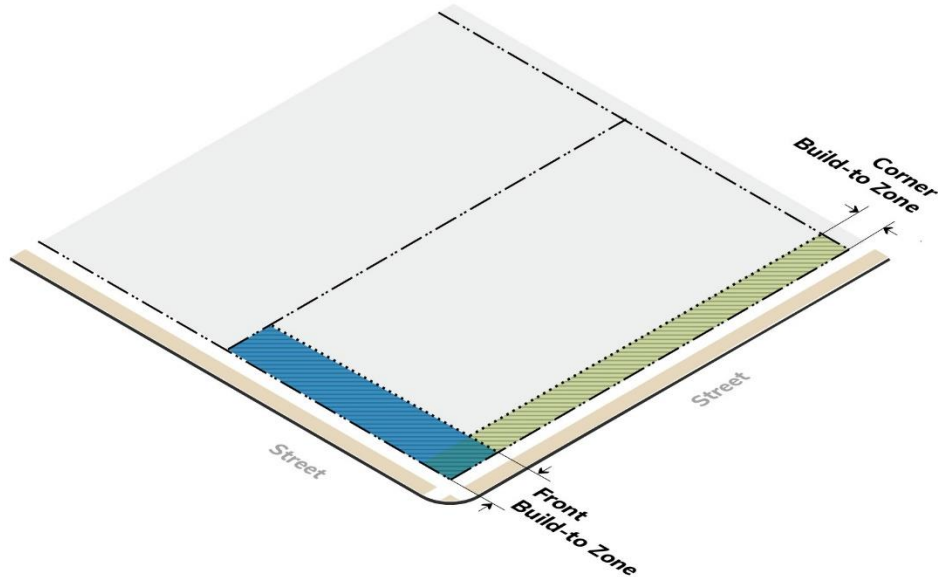
1. Build-To Zone (BTZ)

A build-to zone (BTZ) is the area on a lot, measured perpendicular from the applicable lot line, where the building line must locate within the minimum and maximum range of setback provided. The building line must be located within the build-to zone.

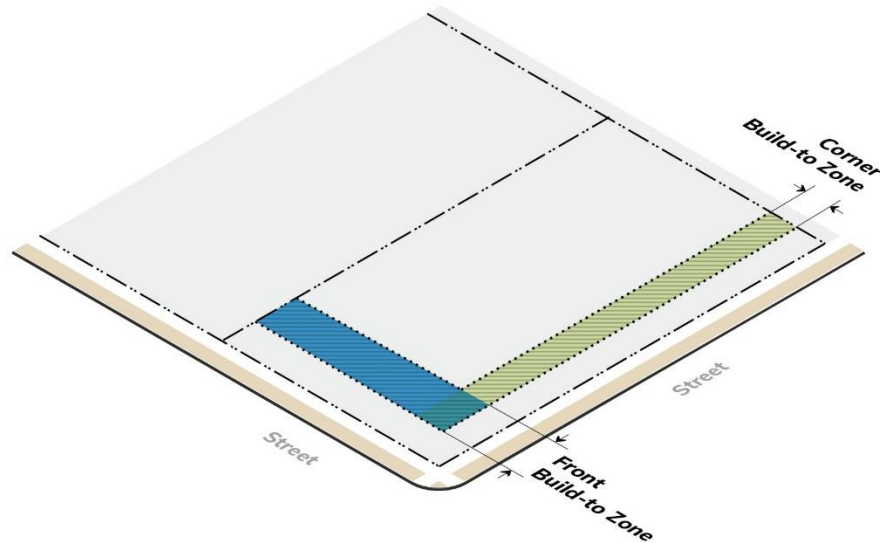
2. Build-Out Percentage

A build-out percentage specifies the percentage of the total lot width that must be occupied by the building line within the build-to zone. Public civic space included on-site, designed per the standards of Section 9.3, will count as part of the building line for the purposes of calculating the build-out percentage.

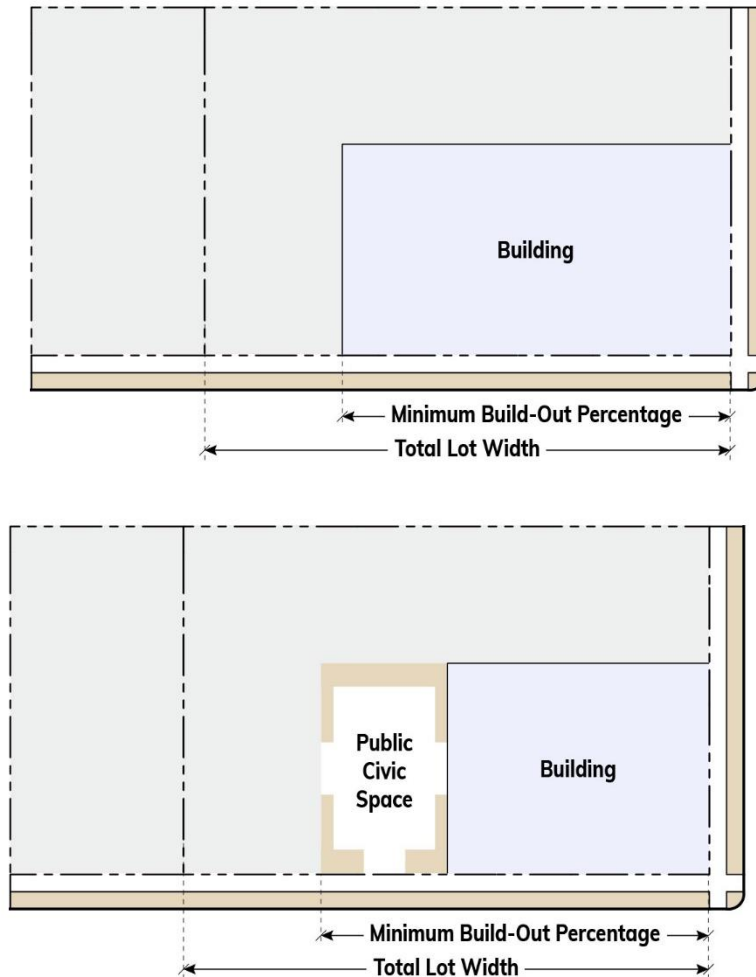
BUILD-TO ZONE (BTZ): MINIMUM DIMENSION BEGINS AT LOT LINE (For example, a 0'-5' BTZ)



BUILD-TO ZONE (BTZ): MINIMUM DIMENSION BEGINS BEHIND LOT LINE (For example, a 5'-15' BTZ)



BUILD-OUT PERCENTAGE



C. Building Coverage

That portion of the lot that is covered by principal buildings and accessory structures. Building coverage is measured from all overhangs and above ground projections such as eaves, cornices, bay windows, and balconies, and all ground level projections such as window wells, escape wells, porches, and decks.

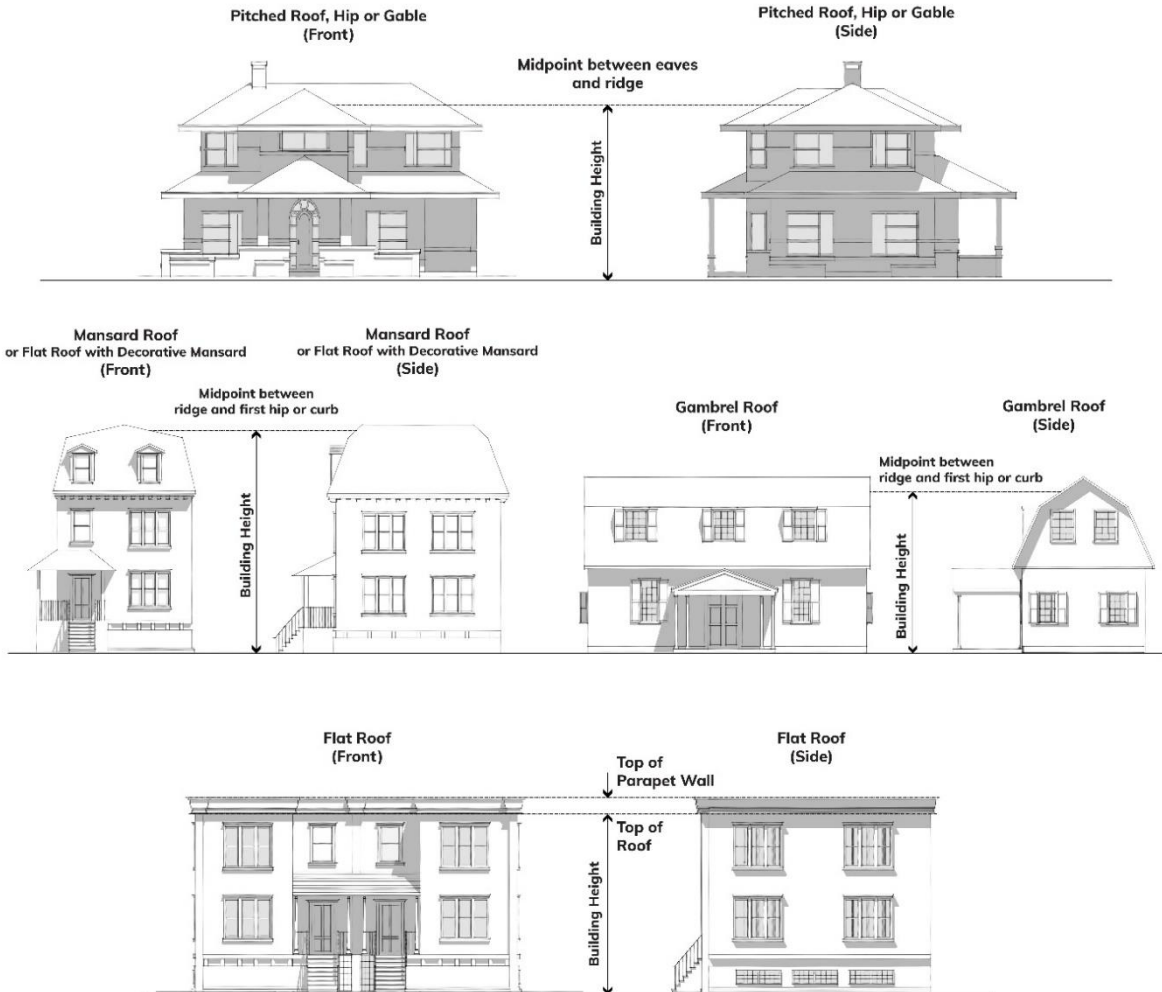
D. Building Height

1. Maximum building height is measured from grade (see item G below) at each side of the building as follows:
 - a. The top of a flat roof, including structures designed with a decorative mansard roof concealing a flat roof.
 - b. The midpoint between the ridge and the first hip or curb of a mansard or gambrel roof.
 - c. The midpoint height between the eaves and the ridge in the case of a pitched roof.
 - d. Any dormers on the roof that extend past the roofline cannot exceed the maximum building height permitted in the district, as measured from the adjacent average grade, or its equivalent, to the top of the dormer.

Article 21. Definitions & Measurement Methodologies

- 2.** For the purposes of building height measurement, roof types are defined as follows:
 - a.** Flat Roof: A roof that is not pitched and where the surface of the roof is generally parallel to the ground. A mono-pitched roof with a pitch of 2:12 or less, also called a shed roof, is a single-sloping roof surface, and is also considered a flat roof.
 - b.** Mansard or Gambrel Roof: A two-sided roof with two slopes on each side. The upper slope is positioned at a shallow angle, while the lower slope is steep. A gambrel roof has vertical gable ends, while a mansard roof is hipped at the four corners of the building.
 - c.** Pitched Roof: A gable or hip roof having a slope or pitch of at least one foot rise for each four feet of horizontal distance in the direction of the slope or pitch of the roof. A hipped roof is sloped in two pairs of directions compared to the one pair of direction for a gable roof.
- 3.** The following architectural features and mechanical equipment are exempt from maximum height limitations, unless otherwise limited by any height restriction imposed by any airport authority, or other similar federal, state, or local authority. Such architectural features or mechanical equipment cannot exceed 25% in aggregate coverage of the roof area and cannot be used for human occupancy.
 - a.** Public utility poles, towers, and wires. Public utilities do not include wireless telecommunications, solar panels, and wind turbines unless operated by a government agency.
 - b.** Water tanks and standpipes.
 - c.** Building appurtenances such as chimneys, parapet walls up to 48 inches in height, skylights, steeples, flag poles, smokestacks, cooling towers, elevator bulkheads, monuments, stacks, ornamental towers and spires, unoccupied rooftop accessory structures, or penthouses to house mechanical equipment and the like.

BUILDING HEIGHT



E. Caliper

Tree caliper is the diameter of a tree trunk, measured at four and one-half feet above the adjacent ground.

F. First Floor Elevation

The supporting base upon which a building sits and the finished elevation of the first floor living space as measured from grade as described in this section. Grade for first floor elevation is measured as follows:

1. The grade for measurement is the existing grade of adjacent lots or the existing grade of the sidewalk, as applicable.
 - a. For an interior lot, the average of the existing grade at the interior side lot line of each adjacent lot.
 - b. For a corner lot, the average of the existing grade at the interior side lot line of the adjacent lot and the grade of the adjacent sidewalk at the corner lot line.
 - c. Where there is a difference in grade between the interior side lot lines, or in the case of a corner lot between the interior side lot line and the corner side lot line, the average between the two lot lines is used.

Article 21. Definitions & Measurement Methodologies

2. For the subject lot, the grade used is the existing grade prior to any grading of the subject lot before construction.

G. Grade

The average of the finished ground level at six feet from the face of the building or the property line, whichever is less, of each wall of a building measured vertically along the facade and averaged.

H. Gross Floor Area (GFA)

The gross floor area (GFA) of a structure is the sum of the gross horizontal areas of all floors of the structure as measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings.

I. Impervious Surface Coverage (non-SWPPP)

Note: the following definition and measurement methodology applies to projects and properties not covered by an approved Stormwater Pollution Prevention Plan (SWPPP). Projects and properties covered by SWPPP shall utilize the Impervious Cover definition and methodology as specified in the NYS Stormwater Management Design Manual.

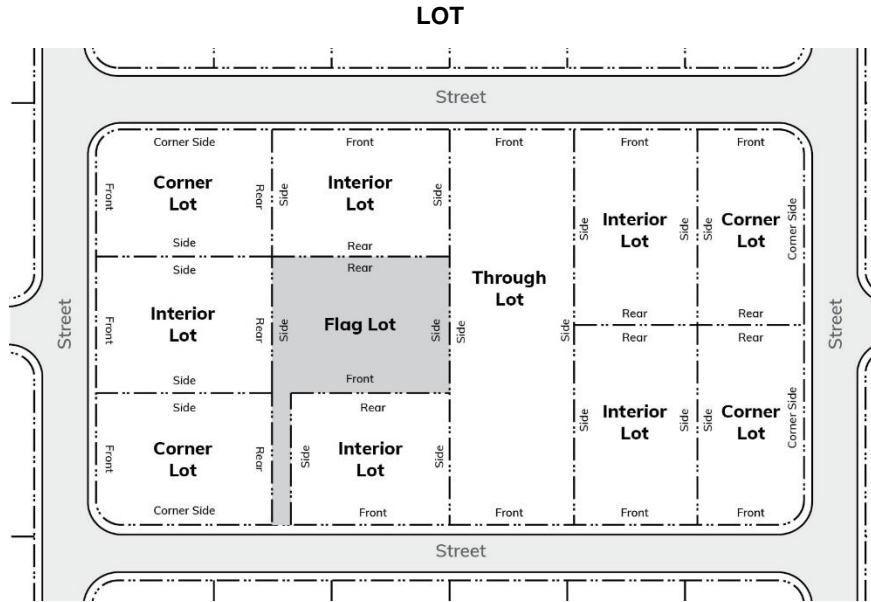
1. Impervious surface coverage is a measure of intensity of land use that represents the portion of a site that is occupied by structures, pavement, and other impervious surfaces that do not allow for the absorption of water into the ground. Maximum impervious surface of a lot is calculated as the percentage of all impervious surface area against the total area of the lot.
2. Impervious surfaces include: paved and gravel road surfaces, paved and gravel parking lots, paved and gravel driveways, paved sidewalks, building structures, decks, and miscellaneous impermeable structures such as patios, pools, and sheds.
3. Permeable pavement includes any materials installed, operated, and maintained to permit the passage of water through the pavement, including, but not limited to, porous concrete, porous asphalt, permeable interlocking concrete pavers, and concrete grid pavers. Permeable pavement is permitted, but will be calculated as impervious surface unless it can be materially demonstrated that the effective infiltration rate of the surface meets or exceeds 1.1 inches / hour. Permeable pavement must be designed in accordance with the NYS Stormwater Management Design Manual and installed per manufacturer's instructions in order to be eligible for consideration as a permeable surface.

J. Lot

A lot is the basic development unit for determination of lot area, depth, and other dimensional regulations; or a parcel of land whose boundaries have been established by some legal instrument such as a recorded deed or recorded map and which is recognized as a separate legal entity for purposes of transfer of title or a zoning lot as defined or specified in this Ordinance. The following describes the types of lot configurations:

1. An interior lot is a lot other than a corner or through lot, bounded by two interior side lot lines.
2. A corner lot is a lot situated at the junction of, and abutting on, two or more intersecting streets.
3. A through lot is a lot which fronts upon two parallel streets, or which fronts upon two streets which do not intersect at the boundaries of the lot. A through lot is also called a double frontage lot.
4. A flag lot is platted so that the main building site area (the "flag") is set back from the street on which it fronts and includes an access strip (the "pole") connecting the main building site with the street.

Article 21. Definitions & Measurement Methodologies



K. Lot Area

The total area within the boundaries of a lot, excluding any street right-of-way, usually defined in square footage.

L. Lot Depth

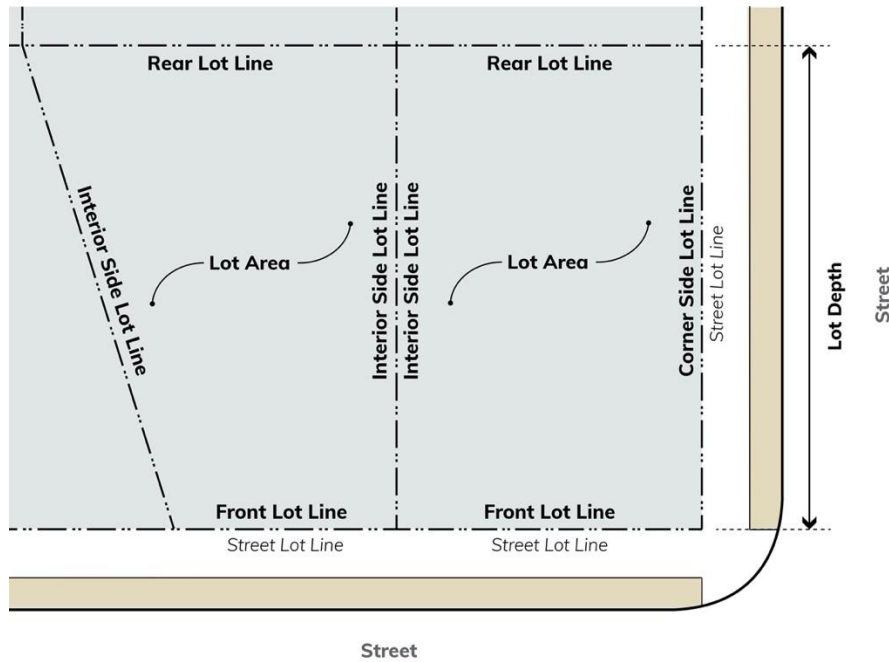
The distance from the front lot line to the rear lot line as measured from the midpoint of the front lot line to the midpoint of the rear lot line. In the case of triangular or similarly irregularly shaped lots, the rear lot line used to measure lot depth is a calculated line of ten feet in length entirely within the lot, parallel to and at a maximum distance from the front lot line.

M. Lot Line

A line of record bounding a lot, as indicated on an approved, filed, and recorded subdivision plat, which divides one lot from another lot or from a public or private street or any other public or private space and includes:

1. A front lot line is the lot line separating a lot from a street right-of-way. The front lot line of a corner lot is the shortest street lot line of a corner lot abutting a street. A front lot line for a through lot is both lot lines that abut a street. On a corner lot, where both street lot lines are equal, the applicant may choose which lot line is the front lot line.
2. A rear lot line is the lot line opposite and most distant from the front lot line. In the case of triangular or similarly irregularly shaped lots, the rear lot line is a calculated line of ten feet in length entirely within the lot, parallel to and at a maximum distance from the front lot line.
3. On a corner lot, the corner side lot line is perpendicular or approximately perpendicular to the front lot line and is the longer street abutting lot line of a corner lot. On a corner lot, where both street lot lines are equal, the applicant may choose which lot line is the corner side lot line.
4. On an interior lot, the interior side lot line is perpendicular or approximately perpendicular to the front lot line and abuts an adjacent lot.
5. A street lot line is any lot line separating a lot from a street right-of-way.

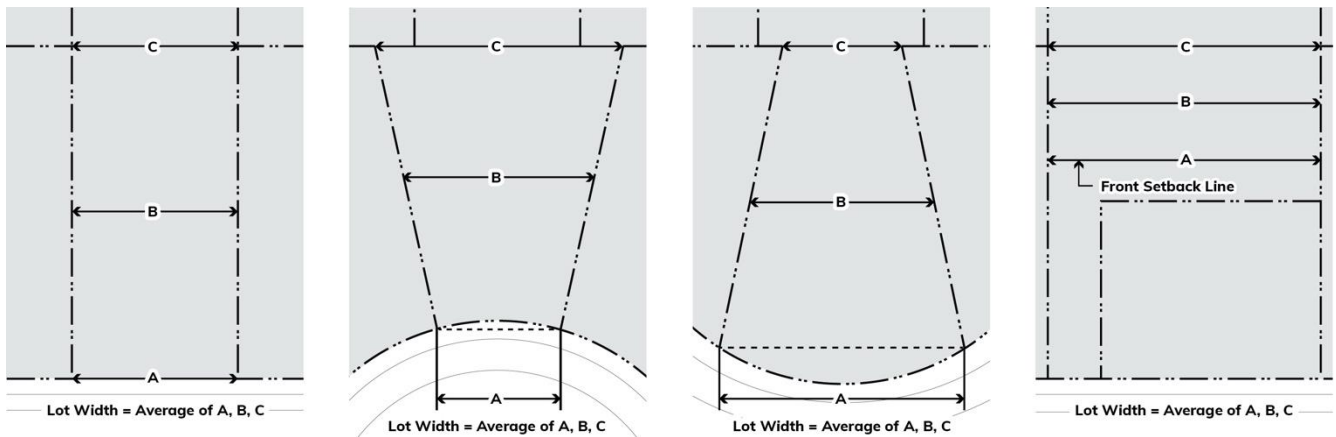
LOT AREA, LOT DEPTH, AND LOT LINES



N. Lot Width

1. Lot width is calculated as the average of the lot width at the front lot line, the lot width at the rear lot line, and the lot width at the midpoint of the lot.
2. For lots with a curved front lot line, the width of the front lot line is a chord measured as a straight line segment that intersects each of the two end points of the curved lot line
3. For flag lots, the lot width used for the front lot line is that of the front setback line, as defined in this section. The midpoint of the lot is calculated as the midpoint between the front setback line and the rear lot line.

LOT WIDTH



O. Separation Measurement

When uses are required to be measured a certain distance from another use or district, such separation distance is measured from a point of the lot line on which such use is proposed to be located to the nearest point on the lot line where the other use or district is located.

P. Sign Dimensions

1. Calculation of Sign Area

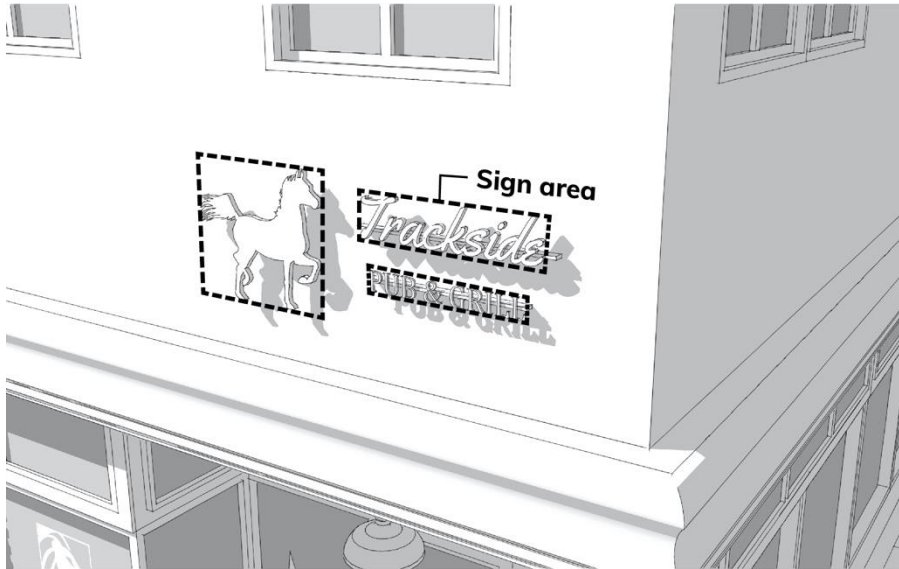
a. The sign area of each sign is the total exposed surface devoted to the sign's message, including all ornamentation, embellishment, symbols, logos, letters, characters, other figures, or frames, whether structural or decorative. The calculation of sign area does not include any supports or bracing. For channel letters or freestanding logos/symbols, the sign area is calculated as the customary, applicable mathematical formula for the total area of each square, circle, ellipse, rectangle, or triangle, or combination thereof, that encompasses each word, logo, image, background, and/or display.

b. Window area for the purpose of calculating maximum area of window signs is calculated as a continuous surface until divided by an architectural or structural element. Muntins or mullions one inch or less in size are not considered an element that divides window area. Total window area is calculated as length times width of the window area. Only the individual letters or logos of the window sign shall be used in the calculation of surface area. The transparent film around the perimeter of the individual letters or logos comprising the window sign and used to affix the window sign to the interior or exterior of a windowpane or glass door shall be exempt from the area calculations, provided that such portion of the transparent film maintains 100% transparency of the window.

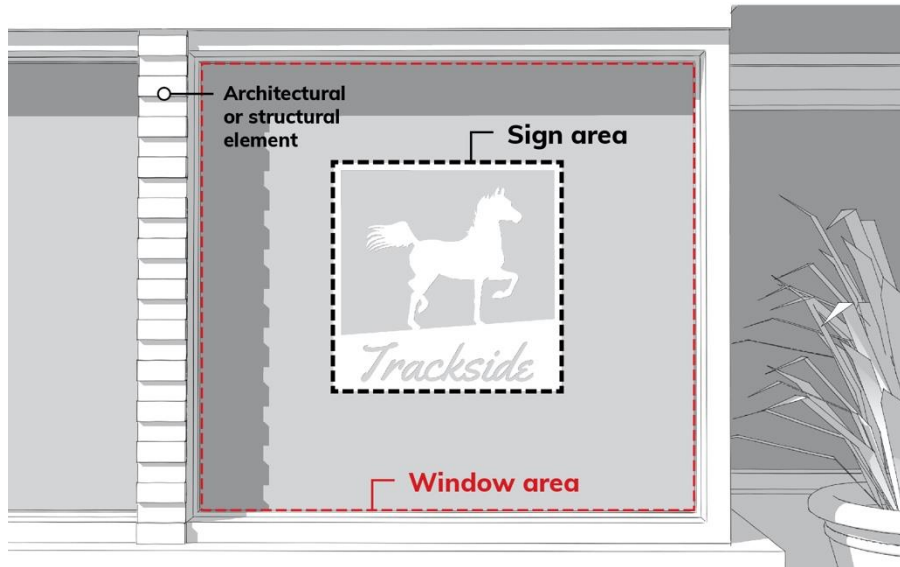
SIGN AREA - SIGN WITH BACKGROUND



SIGN AREA - CHANNEL LETTERS/FREESTANDING LOGOS



SIGN AREA - WINDOW SIGNS



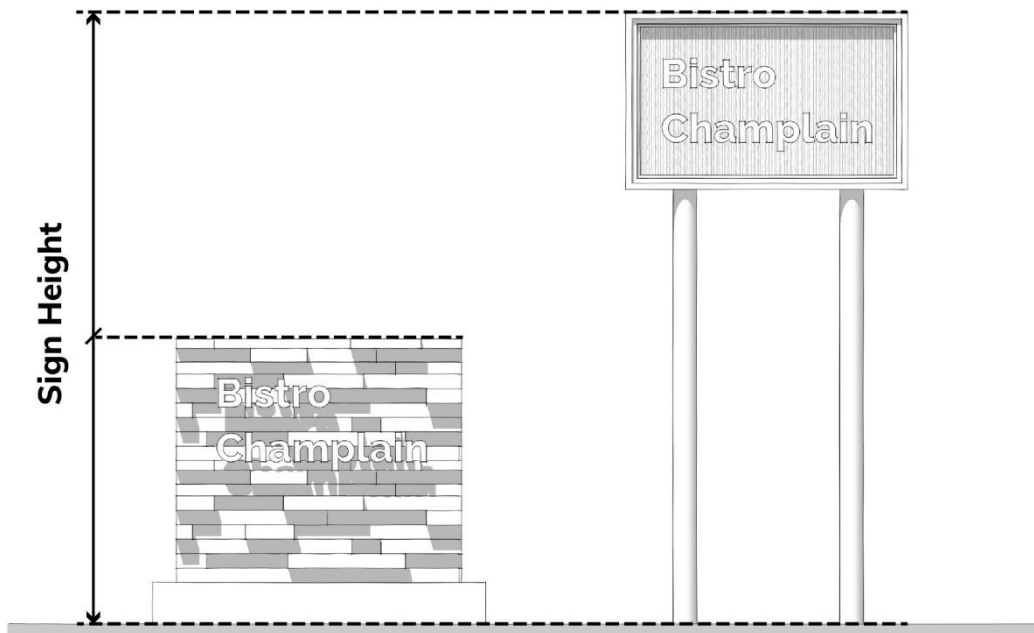
2. Measurement of Sign Height

For ground signs, sign height is measured as the vertical distance measured from the normal grade at the base of the sign to the highest point of the sign, including any decorative elements. Normal grade shall be construed to be the existing grade prior to construction or the newly established grade after construction, exclusive of any fill, berm, mound, or excavation solely for the purpose of locating the sign, whichever is lower.

3. Measurement of Vertical Clearance

For building-mounted signs, vertical clearance is measured as the vertical distance measured from the ground directly below the sign to the lowest point of the sign.

SIGN HEIGHT



VERTICAL CLEARANCE



4. Determination of Number of Sign Faces

If the interior angle between two sign faces is 45° (degrees) or less, the sign area is computed as the area of one face only. If the angle between two sign faces is greater than 45° (degrees), the total sign area is computed as the sum of the areas of the two faces.

5. Sign Setback

A required sign setback is measured from the applicable lot line to the closest component of the sign or sign structure.

Q. Yards and Setbacks

1. General Definitions

- a.** A yard is the open space area between the building line of a principal building and the adjoining lot lines, exclusive of facade articulation, such as window or wall recesses and projections.
- b.** A required setback is the required minimum distance a principal building must be located from a lot line, which is unoccupied and unobstructed by any projections of a principal building, unless permitted by this Ordinance.
 - i.** A build-to zone is considered a required setback. In the case of a build-to zone, the setback is the defined area (defined by minimum and maximum build-to lines) where the principal building must be located.
- c.** A setback may be equal to or lesser than a yard.
- d.** A setback is located along the applicable lot line for the minimum depth specified by the zoning district in which such lot is located.

2. Front Yard and Front Setback

The front yard and front setback extend the full width of the lot between side lot lines measured perpendicular to the front lot line.

- a.** Front Yard: A front yard is located between a principal building line and the front lot line.
- b.** Front Setback: A front setback is the required minimum distance per the zoning district that a principal building must be located from the front lot line.
- c.** Front setbacks on irregular lots are subject to the additional provisions:
 - i.** On a lot with a radial (curved) front lot line, the required front setback, as measured from the right-of-way line follows the curve of the lot line.
 - ii.** For flag lots, the front yard and setback is measured from the rear lot line of the lot that separates the flag portion of the lot from the street. For multiple flag lots that utilize a common drive, the front yard and setback may be measured from the lot line of the pole or access strip, as extended into the lot.
- d.** Front setback averaging is calculated as per Section 3.3.B.1.

3. Interior Side Yard and Interior Side Setback

The interior side yard and interior side setback extend along the interior side lot line between the front and rear yard or setback, measured perpendicular to the interior side lot line.

- a.** Interior Side Yard: An interior side yard is located between a principal building line and the interior side lot line.
- b.** Interior Side Setback: An interior side setback is the required minimum distance per the zoning district that a principal building must be located from the interior side lot line.
- c.** Total Interior Side Setback: The total combined interior side setback required on the lot. This standard does not apply to corner lots.
- d.** For single-family semi-detached and single-family attached developments, the interior side yard and interior side setback are only applicable to the side of the unit not located on the lot line (no shared wall attachment to another unit). For townhouse developments, the interior side yard and interior side setback are only applicable to end units of the development townhouse building.

Article 21. Definitions & Measurement Methodologies

4. Corner Side Yard and Corner Side Setback

The corner side yard and corner side setback extend along the corner side lot line between the front yard or front setback and the rear lot line, measured perpendicular to the corner side lot line.

- a.** Corner Side Yard: A corner side yard is located between a principal building line and the corner side lot line.
- b.** Corner Side Setback: A corner side setback is the required minimum distance per the zoning district that a principal building must be located from the corner side lot line.

5. Rear Yard and Rear Setback

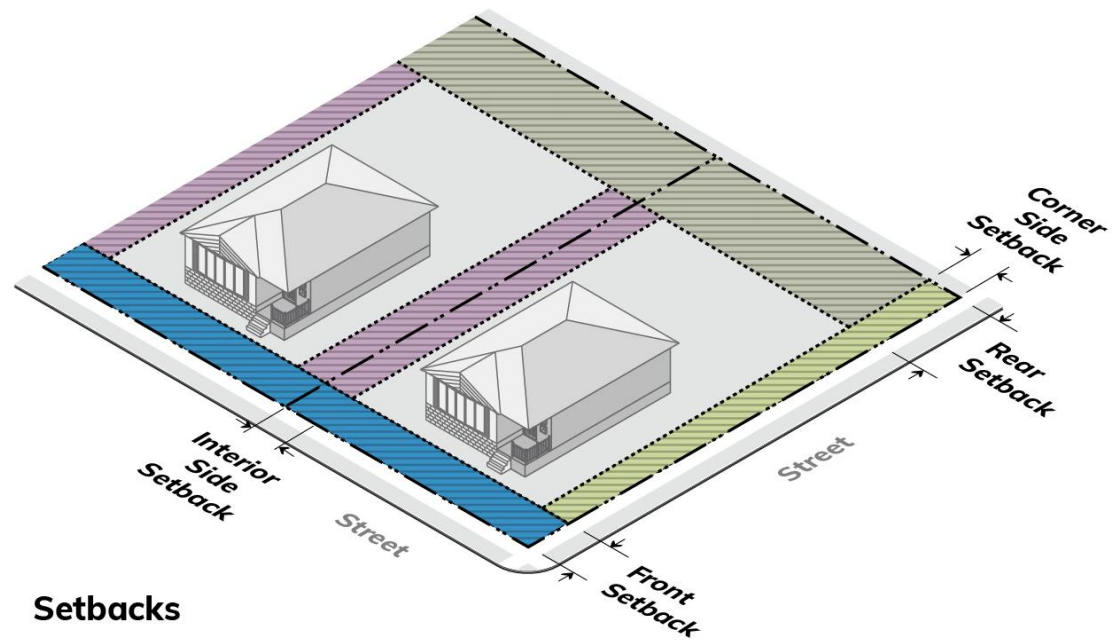
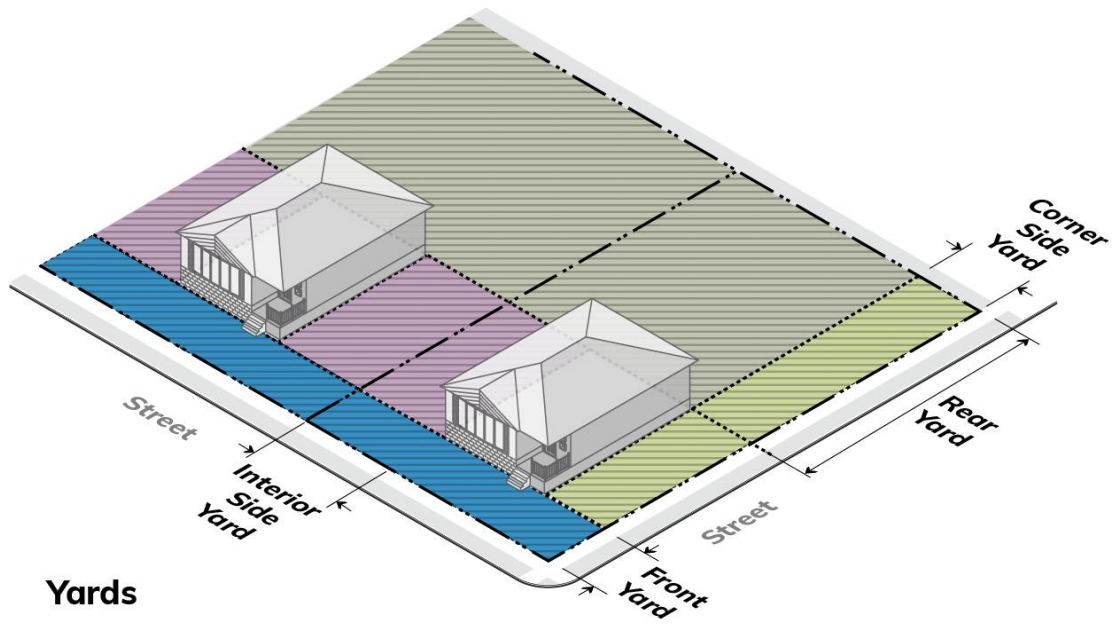
The rear yard and rear setback extend between interior side lot lines, measured perpendicular to the rear lot line.

- a.** Rear Yard: A rear yard is located between a principal building line and the rear lot line.
- b.** Rear Setback: A rear setback is the required minimum distance per the zoning district that a principal building must be located from the rear lot line.
- c.** In the case of a corner lot, the rear yard and rear setback extend between the interior side lot line to the required corner side setback, measured perpendicular to the rear lot line.

7. Yard and Setback Requirements for Through Lots

For through lots, both the front and the rear required setbacks must meet the required front setback of the zoning district.

YARDS AND SETBACKS





Unified Development Ordinance

City of Saratoga Springs, New York

PROJECT CONSULTANTS: CAMIROS

September 2021

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Article 1. Title, Purpose, & Applicability

- 1.1 TITLE AND AUTHORITY
- 1.2 PURPOSE
- 1.3 CONSISTENCY WITH COMPREHENSIVE PLAN
- 1.4 APPLICABILITY AND CONFORMITY
- 1.5 TRANSITION RULES
- 1.6 EXEMPTION FOR CERTAIN GOVERNMENT ACTIVITIES
- 1.7 SEVERABILITY

1.1 TITLE AND AUTHORITY

This Chapter is known, cited, and referred to as the “Unified Development Ordinance of the City of Saratoga Springs, New York,” “Unified Development Ordinance,” “Zoning Ordinance,” “Ordinance,” or “UDO” and incorporates the City of Saratoga Springs Official Zoning Map. This Ordinance is enacted pursuant to Article 2A, Chapter 20.24 and 25 of the General City Law. This Ordinance and associated maps are kept in the Office of the City Clerk and are made available to the public. Any references to the Zoning Ordinance shall hereby refer to this document.

1.2 PURPOSE

A. The intent of this Ordinance is to:

- 1. Encourage appropriate and orderly physical development.
- 2. Promote public health, safety, and general welfare.
- 3. Classify, designate and regulate the location and use of buildings, structures, and land for agricultural, residential, commercial, industrial, or other uses in places.
- 4. Divide the city into districts of such number, shape and areas as may be deemed best suited to carry out these regulations and provide for their enforcement.
- 5. Implement the policies of the City’s Comprehensive Plan, Complete Streets Plan and Policy, Working Plan for Historic Preservation in Saratoga Springs, Urban and Community Forest Master Plan, Saratoga Greenbelt Trail Plan, Open Space Master Plan, and other plans and policies adopted by the City Council.

B. Further, the regulations and district boundaries identified in this Ordinance and upon the Zoning Map are made with the following additional purposes:

- 1. Facilitation of efficient, economical, and adequate provision of public utilities and services.
- 2. Assurance of adequate sites for agricultural, residential, commercial, industrial, and other appropriate uses.
- 3. Preservation of the character of the community.
- 4. Provision of privacy for families and the maximum protection of residential areas.
- 5. Prevention and reduction of traffic congestion so as to promote efficient and safe circulation of vehicles and pedestrians.
- 6. Gradual elimination of nonconforming uses.
- 7. Enhance the appearance of the City of Saratoga Springs as a whole.
- 8. Encouragement of flexibility in the design and development of land.
- 9. Protection of the general environment in compliance with the objectives of applicable federal and state statutory and regulatory programs.
- 10. Protection of the natural resources of the community including but not limited to the protection of the water resources of the City.

Article 1. Title, Purpose, & Applicability

11. Safeguarding the heritage of the City of Saratoga Springs by preserving districts and landmarks in the City which reflect elements of its cultural, social, economic, political, artistic and architectural history.

12. Promoting the use of historic districts, landmarks, arts, and cultural resources for the education, pleasure and welfare of the citizens of the City.

1.3 CONSISTENCY WITH COMPREHENSIVE PLAN

This Ordinance is consistent with the adopted Comprehensive Plan. Any amendments to this Ordinance and all development approvals must be consistent and in accordance with the adopted Comprehensive Plan. An amendment to this Ordinance, whether text or district boundary, shall be consistent and in accordance with the Comprehensive Plan if it complies with the goals, objectives, policies, and strategies and any vision statement contained in the Comprehensive Plan, and any subsequent amendments to the Comprehensive Plan.

1.4 APPLICABILITY AND CONFORMITY

A. Territorial Application

This Ordinance applies to all land, uses, and structures within the corporate limits of the City of Saratoga Springs.

B. General Application

In their interpretation and application, the provisions of this Ordinance are held to be the minimum requirements for the promotion and protection of the public health, safety, and welfare.

C. Required Conformance

Any part or whole of a structure must be erected, constructed, reconstructed, moved, and enlarged in conformance with the requirements of this Ordinance. Any structure or land must be used and occupied in conformance with the requirements of this Ordinance.

D. Relation to Private Agreements

This Ordinance does not nullify any private agreement or covenant. However, where this Ordinance is more restrictive than a private agreement or covenant, this Ordinance controls. The City will not enforce any private agreement or covenant.

E. Relation to Other Laws and Regulations

Unless otherwise specifically provided, this Ordinance controls over less restrictive City statutes, ordinances, or regulations, and more restrictive City statutes, ordinances, or regulations control over the provisions of this Ordinance.

F. Rules of Ordinance Construction

This Ordinance contains graphics in order to assist the user in understanding and applying the Ordinance. However, where there is any inconsistency between the text of this Ordinance and any such graphics, the text controls unless otherwise specifically stated.

1.5 TRANSITION RULES

A. Existing Uses

The following transition rules apply to uses operating as of the effective date of this Ordinance.

1. If a structure or land is used in a manner that was classified as a permitted use prior to the effective date of this Ordinance or any subsequent amendment, and now that use is classified as a permitted use as of the effective date of this Ordinance or any subsequent amendment, that use is classified as a permitted use.
2. If a structure or land is used in a manner that was classified as a special use prior to the effective date of this Ordinance or any subsequent amendment, and now that use is classified as a special use as of the effective date of this Ordinance or any subsequent amendment, that use is classified as a special use and subject to all approval conditions under which it was originally approved.

Article 1. Title, Purpose, & Applicability

3. If a structure or land is used in a manner that was classified as a permitted use prior to the effective date of this Ordinance or any subsequent amendment, and now that use is classified as a special use as of the effective date of this Ordinance or any subsequent amendment to this Ordinance, that use is classified as a special use. Any subsequent alteration of that use must conform to the procedural and substantive requirements of this Ordinance for special uses.

4. If a structure or land is used in a manner that was classified as a special use prior to the effective date of this Ordinance or any subsequent amendment, and that use is now classified as a permitted use as of the effective date of this Ordinance or any subsequent amendment, that use is classified a permitted use. Any subsequent alteration of that use must conform to any Ordinance requirements for such permitted use. Where the special use approval included conditions related to the physical development of the land, such conditions remain in effect.

5. If a structure or land is used in a manner that was classified as permitted or special use prior to the effective date of this Ordinance or any subsequent amendment, but this Ordinance no longer classifies that use as either a permitted or special use in the zoning district in which it is located, that use is deemed a nonconforming use and is controlled by the provisions of Article 19.

B. Structures Rendered Nonconforming

If a structure existing on the effective date of this Ordinance was a conforming structure before the effective date of this Ordinance, but such structure does not meet all standards set forth in this Ordinance in the zoning district in which it is located, that structure is deemed a nonconforming structure and is controlled by the provisions of Article 19.

C. Lots Rendered Nonconforming

If a lot of record existing on the effective date of this Ordinance was a conforming lot before the effective date of this Ordinance, but such lot does not meet all standards set forth in this Ordinance in the zoning district in which it is located, that lot is deemed a nonconforming lot of record and is controlled by the provisions of Article 19.

D. Site Elements Rendered Nonconforming

If a previously approved site element existing on the effective date of this Ordinance was conforming before the effective date of this Ordinance or any subsequent amendment to this Ordinance, but such site element does not meet all standards set forth in this Ordinance in the zoning district in which it is located, that site element is deemed a nonconforming site element and is controlled by the provisions of Article 19.

E. Previously Issued Building Permits

If a building permit for a structure was lawfully issued prior to the effective date of this Ordinance, and remains active and in good standing, the structure may be completed in accordance with the plans on the basis of which the building permit was issued and may, upon completion, be occupied under a certificate of occupancy for the use originally intended.

F. Previously Granted Variances

All variance approvals granted prior to the effective date of this Ordinance remain in full force and effect, unless such variance is no longer needed after the effective date. Development of the property may proceed in accordance with the approved plans and any applicable conditions. However, failure to act on the variance before the approval expires, including any approved periods of extension, voids the variance.

G. Previously Granted Special Uses

All special uses granted prior to the effective date of this Ordinance, but where the use has not yet commenced, remain in full force and effect. The recipient of the special use may proceed to use the property in accordance with the approved permit and any applicable conditions. If the recipient has failed to act on the special use before the approval expires, including any approved periods of extension, then the special use is null and void.

H. Previously Approved Planned Unit Developments

Previously approved Planned Unit Developments (PUD) remain in effect and continue to control the development of land that is subject to the approval. Any amendments to existing planned developments are subject to the amendment procedures of planned unit developments unless a specific amendment process was included as part of the approval.

I. Previously Approved Subdivisions

Previously approved subdivisions remain in effect and continue to control the development of land that is subject to the approval.

J. Pending Applications

Article 1. Title, Purpose, & Applicability

1. Any land use board application that has been deemed complete is subject to the Ordinance requirements in effect on the date the application was deemed complete.
2. A building permit that has been submitted and deemed complete is subject to the Ordinance requirements in effect on the date the application was deemed complete.

K. Existing Unlawful Uses

Any use that was unlawful at the time of the adoption of this Ordinance and is in conflict with the requirements of this Ordinance remains unlawful.

1.6 EXEMPTION FOR CERTAIN GOVERNMENT ACTIVITIES

A. Whenever an action is proposed by any federal or state agency, department, branch or division of the United States or New York State which involves the exercise of direct governmental functions consistent with the purposes and jurisdiction of such agency, department, branch or division of the United States or New York State, such action is exempt from the provisions of this Ordinance with the exception of Articles 15 and 17; however, Sections 15.8 and 15.9 do not apply.

B. Any action proposed by any federal or state agency, department, branch or division of the United States or New York State which is proprietary in nature and does not involve the exercise of its governmental functions must fully conform to all of the requirements and procedures set forth in this Ordinance.

C. Any action proposed by the City of Saratoga Springs, regardless of whether it is governmental or proprietary, is exempt from the provisions of this Ordinance with the exception of alterations on designated landmarks, which require advisory opinion from the Design Review Board for the actions specified in 13.9.K.4. The City may seek non-binding advisory review from the Planning Board and/or Design Review Board for any proposed City action.

D. Any action proposed by any other local municipality or governmental entity, regardless of whether it is governmental or proprietary, must fully conform with the provisions of this Ordinance.

E. All such proposed actions must be referred to the Zoning Officer for review. After review, the Zoning Officer will determine whether the proposed action is eligible for exemption.

1.7 SEVERABILITY

If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance is adjudged by any court of competent jurisdiction to be invalid, that judgment does not affect, impair, invalidate, or nullify the remainder of this Ordinance. The effect of the judgment is confined to the section, paragraph, subdivision, clause, sentence, or provision immediately involved in the controversy in which judgment or decree was rendered.

Article 2. Zoning Districts & Zoning Map

- 2.1 ZONING DISTRICTS
- 2.2 DISTRICT ZONING MAP

2.1 ZONING DISTRICTS

In order to carry out the purpose and intent of this Ordinance, the City of Saratoga Springs is divided into the following zoning districts:

A. Residential Districts

RR Rural Residential District
SR Suburban Residential District
UR-1 Urban Residential 1 District
UR-2 Urban Residential 2 District
UR-3 Urban Residential 3 District
UR-4 Urban Residential 4 District
R-MHP Residential Manufactured Home Park District

B. Mixed-Use and Commercial Districts

1. Residential Mixed-Use Districts

NCU Neighborhood Complementary Use District
AC Arts and Culture District
UN Urban Neighborhood District (T-4)

2. Commercial Mixed-Use Districts

NC Neighborhood Center District (T-5)
UC Urban Core District (T-6)

3. Commercial Districts

OMB Office Medical Business District
WRB Water Related Business District

4. Gateway Districts

GC-U Gateway Urban Commercial District
GC-R Gateway Rural Commercial District

C. Institutional Districts

INST-ED Institutional Education District
INST-HTR Institutional Horse Track Related District
INST-MP Institutional Municipal Purpose District
INST-PR Institutional Parkland/Recreation District

D. Industrial Districts

IND-L Light Industrial District
IND-G General Industrial District
IND-X Industrial Extraction District

E. Special Purpose Districts

WP Water Protection Overlay District
Floodplain Overlay District
Historic Review Overlay District
Architectural Review Overlay District

2.2 DISTRICT ZONING MAP

A. Location of Districts

The location and boundaries of the zoning districts established by this Ordinance are set forth in the Official Zoning Map, as periodically amended. The Official Zoning Map, and all the notations, references and other information shown thereon are incorporated into, and made part of, this Ordinance.

B. Overlay Maps

When an overlay map is not displayed on the Official Zoning Map, maps of such overlay districts are included by reference and considered part of the Official Zoning Map.

C. Interpretation of Boundary Lines

Where there is uncertainty as to the boundary of any district contained within this Ordinance or as shown on the Zoning Map, the following rules apply:

1. Unless shown to the contrary on the Zoning Map, the boundary lines of districts are the centerlines of streets, or such lines extended, the centerlines of railroad rights-of-way, and the centerlines of creeks and waterways.
2. Where district boundaries are indicated as approximately following the City boundary line, lot lines, or projections thereof, said boundaries are construed to be coincident with such lines.
3. If a centerline or right-of-way line of a street, highway, railroad, public utility, or watercourse, which is approximately coincident with a district boundary, is moved up to a distance of 50 feet, the district line is automatically adjusted to be coincident with such line.
4. Where a zoning district boundary line divides a lot in single ownership as existing at the time of such zoning, the district requirements on either side of the boundary may be construed, at the property owner's option, as extending into the remaining portion of the property for a distance not exceeding 100 feet. Any future development on such portion of the lot is bound to the selected district requirements.

D. Clarification of Boundary Lines

The Zoning Officer will decide any interpretations of zoning district boundary lines on the Zoning Map, where the application of this section leaves doubt as to the boundary between two zoning districts.

Article 3. Residential Districts

- 3.1 PURPOSE STATEMENTS
- 3.2 USES
- 3.3 RESIDENTIAL DISTRICTS DIMENSIONAL STANDARDS
- 3.4 R-MHP DISTRICT STANDARDS
- 3.5 GENERAL STANDARDS OF APPLICABILITY

3.1 PURPOSE STATEMENTS

A. RR Rural Residential District

The RR Rural Residential District is intended to accommodate low density residential development and agricultural uses in a manner that helps to preserve open space and Saratoga Springs' rural character areas. Low densities within the RR District are also designed to accommodate specific features of the rural areas of the community, such as prime soils, limiting topography/steep slopes, and a lack of public infrastructure.

B. SR Suburban Residential District

The SR Suburban Residential District is intended to provide for a neighborhood environment characterized by low density single-family residential uses.

C. UR-1 Urban Residential 1 District

The UR-1 Urban Residential District is intended to accommodate neighborhoods that are characterized by medium density single-family residential uses.

D. UR-2 Urban Residential 2 District

The UR-2 Urban Residential District is intended to accommodate neighborhoods that are characterized by medium density single-family residential uses of a higher density than that of UR-1 District.

E. UR-3 Urban Residential 3 District

The UR-3 Urban Residential District is intended to conserve, maintain, and encourage the development of moderately dense single-family and two-family neighborhoods. Limited nonresidential uses that are compatible with the district or neighborhood of the district may also be permitted with additional approvals.

F. UR-4 Urban Residential 4 District

The UR-4 Urban Residential District is intended to accommodate a neighborhood environment characterized by a moderate to high-density mixture of housing types including single-family, two-family and multi-family residential uses. Limited nonresidential uses that are compatible with the character of the district or neighborhood may also be permitted with additional approvals.

G. R-MHP Residential Manufactured Home Park District

The R-MHP Residential Manufactured Home Park District is intended to accommodate manufactured home parks.

3.2 USES

Article 8 lists permitted, special, and temporary uses for the residential districts.

3.3 RESIDENTIAL DISTRICTS DIMENSIONAL STANDARDS

A. Dimensional Standards

1. Table 3-A: Residential Districts Dimensional Standards establishes the dimensional standards for the residential districts. These regulations apply to all uses within each district unless a different standard is listed for a specific use.
2. In the SR District, a minimum of 40,000 square feet of lot area is required if the lot is without central water supply and sanitary sewer (both of these conditions).

B. Front Setback Reduction Urban Residential Districts

In the UR-1, UR-2, UR-3, and UR-4 Districts, a front setback reduction is permitted in accordance with this section:

1. If neither of the lawfully existing principal buildings on the immediately adjacent lots located to either side of the subject lot, and fronting on the same blockface as the subject lot, meet the required minimum front setback of the district, then the required minimum front setback may be reduced to the average of the two front setbacks. For corner lots, immediately adjacent lots include those lots across an intervening perpendicular street and exclude lots not fronting on the same side of the same street. A through lot may use front yard averaging for the front setback based upon the blockface they front, which may create different front setback dimensions.
2. For new subdivisions in the UR-1, UR-2, UR-3, and UR-4 Districts, in order to utilize a reduced front setback dimension, the modified front setback must be established prior to final subdivision approval and noted on the final plat. The Zoning Officer must approve and establish in writing the modified front setback for the lot prior to subdivision. The Planning Board will determine whether the established reduced front setback dimension is carried through to some or all of the lots created by the subdivision along the same blockface. The Planning Board has the authority to increase, decrease, or deny a reduced front setback for the lots created by subdivision in order to maintain or enhance the desired streetscape.

C. Multiple Principal Dwellings

Multiple principal dwellings are allowed upon the following:

1. The RR District may have a second principal dwelling so long as both single-family dwellings meet the standards of the district, including lot area and lot width.
2. A historic carriage house may be used as a dwelling when permitted by Article 8.
3. A secondary dwelling unit may be used as a dwelling when permitted by Article 8.

D. Nonresidential Uses in the RR District

Nonresidential uses in RR District must follow the design standards for the GC-R District found in Table 4-I in Article 4.

Table 3-A: Residential Districts Dimensional Standards		
	RR	SR
Bulk		
Minimum Lot Area	2 acres	20,000sf
Minimum Lot Width	200'	100'
Maximum Building Coverage	20%	28%
Maximum Impervious Surface Coverage	25%	40%
Maximum Building Height	35'	35'
Setbacks		
Minimum Front Setback	60'	30'
Minimum Interior Side Setback	30'	15'
Minimum Total Interior Side Setback - SF, 2F Only	100'	30'
Minimum Corner Side Setback	60'	25'
Minimum Rear Setback	100'	30'

Table 3-A: Residential Districts Dimensional Standards				
	UR-1	UR-2	UR-3	UR-4
Bulk				
Minimum Lot Area	12,500sf	6,600sf Nonresidential: 10,000sf	SF, SF-A: 6,600sf 2F: 8,000sf Nonresidential: 10,000sf	Residential: 3,000sf/du Nonresidential 10,000sf
Minimum Lot Width	100'	60'	SF, SF-A: 60' 2F: 80'	SF, SF-A: 60' 2F, TH: 80' MF: 80'
Maximum Building Coverage	28%	40%	40%	40%
Maximum Impervious Surface Coverage	50%	70%	70%	75%
Maximum Building Height	40'	40'	40'	40'
Maximum First Floor Elevation When Principal Building Within 20' of Side Lot Lines	4'	4'	4'	4'
Setbacks				
Minimum Front Setback	30' or per Section 3.3.B	10' or per Section 3.3.B	10' or per Section 3.3.B	10' or per Section 3.3.B
Minimum Interior Side Setback	12'	8'	5'	5'
Minimum Total Interior Side Setback - SF, 2F Only	30'	20'	12'	12'
Minimum Corner Side Setback	25'	10'	8'	8'
Minimum Rear Setback	30'	25'	25'	25'

3.4 R-MHP DISTRICT STANDARDS

Development in the R-MHP District is limited to manufactured home parks, which are subject to the following standards.

A. Dimensional Standards

Table 3-B: R-MHP District Dimensional Standards establishes the dimensional standards for manufactured home parks in the R-MHP District. Standards are provided for the manufactured home park development overall and for individual manufactured home sites within the park.

Table 3-B: R-MHP District Dimensional Standards		
	Manufactured Home Park	Manufactured Home Site
BULK		
Minimum Lot/Site Area	5 acres	4,500sf
Minimum Lot/Site Width	250'	45'
Maximum Building Height	--	20'
Minimum Separation Between Sites	--	20' as measured from the walls of manufactured homes
SETBACKS		
Minimum Front Setback	50'	Dedicated internal street: 20' Private access drive: 10'
Minimum Interior Side Setback	50'	10'
Minimum Corner Side Setback	50'	10'
Minimum Rear Setback	50'	10'

B. Design and Operation Standards

1. Manufactured home parks must meet the following design standards:
 - a. All manufactured home parks require site plan review.
 - b. The perimeter yard of a manufactured home park requires a buffer area of 15 feet at the furthest point in the required setback from the abutting lot line, and must contain the following:

Article 3. Residential Districts

- (1) A mix of shade and evergreen trees planted at an average of one tree for every 50 linear feet of yard width. These shade and evergreen trees may be clustered to allow for access points or to maximize the screening effect, conditioned on approval of the landscape plan.
 - (A) Two ornamental trees may be substituted for one shade tree for up to 25% of required trees.
 - (2) Shrubs must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity.
 - (3) The remainder of the buffer area must be planted with low groundcover, seed, or sod.
2. Manufactured home sites within parks must meet the following design standards:
- a. There must be at least 20 feet between the sides of manufactured homes. Bay windows, porches, canopies or other projections are considered sides or ends of a mobile home when determining these requirements. Such projections, such as porches and canopies, must be constructed of fireproof material that meets the requirements of the Building Code.
 - b. Each manufactured home site must have a concrete slab or runway for the manufactured home to be set upon, and be of a size large enough to accommodate a manufactured home in such a fashion that the concrete will extend at least one inch around the walls of the manufactured home on all sides.
 - c. There must be a parking space a minimum of 9 feet by 18 feet to be used as a parking space for the occupants of the manufactured home. If a canopy is to be used over the area designated as car storage, it must be of fire-resistant material and is allowed only at the rear end of each carport area.
 - d. All manufactured homes must be designed with skirting that is constructed of noncombustible or fire-resistant material that meet the requirements of the Building Code.
 - e. The front entry of a manufactured home should be a dominant feature of a manufactured home, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings.

C. Nonconforming Manufactured Homes

Existing nonconforming manufactured homes may be replaced with a new manufactured home. The replacement manufactured home cannot exceed the square footage of the prior manufactured home. The concrete slab or runway may be repaired and/or replaced but cannot exceed the footprint of the prior slab or runway unless required for NYS Uniform Code compliance.

3.5 GENERAL STANDARDS OF APPLICABILITY

A. Site Development Standards

See Article 9 for additional on-site development standards and requirements, such as exterior lighting, accessory structures and uses, and permitted encroachments.

B. Off-Street Parking and Loading

See Article 10 for off-street parking and loading standards and requirements.

C. Landscape

See Article 11 for landscape, buffering, and screening standards and requirements.

D. Signs

See Article 12 for standards governing signs.

Article 4. Mixed-Use & Commercial Districts

- 4.1 PURPOSE STATEMENTS
- 4.2 USES
- 4.3 RESIDENTIAL MIXED-USE DISTRICTS STANDARDS
- 4.4 COMMERCIAL MIXED-USE DISTRICTS STANDARDS
- 4.5 COMMERCIAL DISTRICTS STANDARDS
- 4.6 GATEWAY COMMERCIAL DISTRICTS STANDARDS
- 4.7 GENERAL STANDARDS OF APPLICABILITY

4.1 PURPOSE STATEMENTS

A. Residential Mixed-Use Districts Purpose Statements

1. NCU Neighborhood Complementary Use District

The NCU Neighborhood Complementary Use District is intended to accommodate primarily single-family and two-family residential development with some select and limited nonresidential uses where appropriate. Nonresidential uses are intended to provide sales and services within walking distance of surrounding residential areas.

2. AC Arts and Culture District

The AC Arts and Culture District is intended to accommodate a variety of arts and cultural uses in order to sustain and promote such uses within a mixed-use environment that is compatible with the character of nearby residential neighborhoods.

3. UN Urban Neighborhood District (T-4)

The UN Urban Neighborhood District is intended to accommodate development of neo-traditional neighborhoods with primarily residential uses incorporating a mix of unit types and small-scale commercial uses where appropriate.

B. Commercial Mixed-Use Districts Purpose Statements

1. NC Neighborhood Center District (T-5)

The NC Neighborhood Center District is intended to accommodate a wide variety of residential and nonresidential uses in a moderate intensity mixed-use environment. This district also focuses on providing quality streetscape amenities and civic spaces to enhance pedestrian activity.

2. UC Urban Core District (T-6)

The UC Urban Core District accommodates the highest intensity and diversity of nonresidential and upper floor residential uses. This district focuses on high quality design and materials consistent with historic downtown form and promotes an active pedestrian oriented public realm.

C. Commercial Districts Purpose Statements

1. OMB Office Medical Business District

The OMB Office Medical Business District is intended to provide for high quality office and institutional developments, such as corporate headquarters, medical and professional offices, and healthcare related institutional facilities. The OMB District also permits a select series of supportive commercial uses.

2. WRB Water Related Business District

The WRB Water Related Business District is intended to accommodate and encourage commercial uses that are dependent upon and supportive of activities that utilize recreational waters.

D. Gateway Districts Purpose Statements

1. GC-U Gateway Urban Commercial District

The GC-U Gateway Urban Commercial District is intended to accommodate commercial development of a moderately urban character, creating a gateway that announces a transition from the edges of the community into more traditional established commercial development nodes as well as into key character areas.

2. GC-R Gateway Rural Commercial District

The GC-R Gateway Rural Commercial District is intended to accommodate commercial development of a suitably rural, low-intensity character, creating a gateway at the edge of the City and into key character areas that celebrates and preserves the natural beauty and rural character.

4.2 USES

- A.** Article 8 lists permitted, special, and temporary uses for the mixed-use and commercial districts.
- B.** In the UC District, select nonresidential uses are required on the ground floor of all facades abutting Broadway from Van Dam Street to Spring Street. Such uses are as follows. This does not exempt any use from special use permit approval if required by Article 8.
1. Amusement facility - indoor
 2. Animal grooming establishment
 3. Art gallery
 4. Arts and fitness studio
 5. Community center
 6. Cultural facility
 7. Eating and drinking establishment
 8. Financial institution
 9. Hotel
 10. Live performance venue
 11. Micro-production of alcohol
 12. Office - Real estate services only
 13. Personal service establishment
 14. Retail goods establishment
 15. Specialty food service

4.3 RESIDENTIAL MIXED-USE DISTRICTS STANDARDS

A. Residential Mixed-Use Districts Dimensional Standards

1. Table 4-A: Residential Mixed-Use Districts Dimensional Standards establishes the dimensional standards for the residential mixed-use districts.
2. Developments are subject to the required public civic space requirements of Section 9.3.
3. In the NCU and AC Districts, nonresidential development is limited to the maximum gross floor area indicated in Table 4-A. This restriction does not apply to institutional uses, day care centers, or lodging facilities permitted within the district. Additional gross floor area may be permitted if, during site plan review, it is found that the development meets the following standards:

Article 4. Mixed-Use & Commercial Districts

- a. The development maintains the privacy of adjacent residential lots and mitigates adverse impacts through techniques such as decreased building height and massing, additional landscape and screening measures, and setbacks greater than those required by the district dimensional standards.
- b. Building design elements incorporate pedestrian-scale features, such as awnings and storefront windows.
- c. Site illumination is designed and installed to minimize adverse impact on adjacent lots.
- d. The design of the site's circulation system provides adequate and safe access for both motor vehicles and alternate modes of transportation, including walking and cycling. The design must minimize potentially dangerous traffic movements and points of conflict between vehicles and pedestrians or bicyclists.

Table 4-A: Residential Mixed-Use Districts Dimensional Standards			
	NCU	AC	UN (T-4)
Bulk			
Minimum Lot Area	SF, SF-A: 5,000sf 2F: 6,600sf Nonresidential: 5,000sf	SF, SF-A: 5,000sf 2F: 6,600sf Nonresidential: 5,000sf	None
Minimum Lot Width	SF, SF-A: 50' 2F: 60' Nonresidential: 50'	SF, SF-A: 50' 2F: 60' Nonresidential: 50'	None
Maximum Building Coverage	40%	40%	None
Maximum Impervious Surface	75%	75%	75%
Maximum Building Height	40'	40'	40'
Minimum Building Height	N/A	N/A	Nonresidential: 24'
Maximum First Floor Elevation When Principal Building Within 20' of Side Lot Lines - SF, SF-A, 2F Only	4'	4'	4'
Maximum Cumulative Area of New and Existing One-Story Structure(s) on Any One Lot	N/A	N/A	3,000sf
Nonresidential Gross Floor Area Maximum Per Building	2,000sf	2,000sf	N/A
Setbacks			
Minimum Front Setback	5'	5'	Build-to zone of 12' to 18'
Minimum Build-Out Percentage	N/A	N/A	50% (does not apply to SF, SF-A, 2F)
Minimum Interior Side Setback	5'	5'	SF, SF-A, 2F, TH: 5' MF, Nonresidential: 12'
Minimum Total interior Side Yard - SF, 2F Only	12'	12'	12'
Minimum Corner Side Setback	8'	8'	Residential: 12' Nonresidential: Build-to-zone of 12' to 18'
Minimum Rear Setback	25'	25'	24'

B. Residential Mixed-Use Districts Design Standards

1. Design Standards

- a. The following design standards apply in the residential mixed-use districts to new construction and to any additions to a structure existing as of the effective date of this Ordinance that exceed 30% or more of the existing structure's square footage. Table 4-B: Residential Mixed-Use Districts Design Standards establishes the design standards for the residential mixed-use districts. In the table, a "✓" indicates that the standard is applicable in the district indicated. The absence of a "✓" indicates that the standard does not apply to the district.


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- b. Design standards may be exempted by the Design Review Board or Planning Board as follows:
- i. Standards within the categories of Building Orientation and Site Design may be exempted by the Planning Board.
 - ii. Where the Design Review Board reviews and approves development, including but not limited to within the Historic Review Overlay District or Architectural Review Overlay District, the Design Review Board may exempt standards in categories outside of those delineated in item i above.
 - iii. Where the Design Review Board does not review and approve development, the Planning Board may exempt standards in all categories and may request a recommendation from the Design Review Board.
- c. Single-family, single-family attached, two-family, and townhouse dwellings are not subject to these standards but rather subject to the design standards by dwelling type of Article 8. Multi-family dwellings are subject to the design standards of Table 4-B.

Table 4-B: Residential Mixed-Use Districts Design Standards				
		NCU	AC	UN (T-4)
Building Orientation				
1	All buildings must be oriented toward a primary public street.	✓	✓	✓
2	All public entrances must include direct pedestrian connections between street facing doors to adjacent sidewalks. All buildings must have a public entrance from the sidewalk along the primary building facade. Public entrances must be visually distinctive from the remaining portions of the facade along which they are located.	✓	✓	✓
3	Garage doors must not be located on the front of buildings, but rather must face the side or the rear of the property. If placement on the front of the building is unavoidable, garage doors must be located a minimum of 15 feet behind the principal building line, and are limited to a total 20 feet in width.	✓		✓

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Table 4-B: Residential Mixed-Use Districts Design Standards

		NCU	AC	UN (T-4)
 <p>Direct pedestrian connection between street facing doors and adjacent sidewalks</p> <p>Oriented toward a public street</p>				
Facade Design				
4	Building facades that abut a public right-of-way (excluding alleys) must not contain blank wall areas that exceed 30 linear feet, measured per story parallel to the street.	✓	✓	✓
5	Facades abutting a public right-of-way (excluding alleys) must be divided into multiple "modules," expressed through significant architectural changes such as a change in materials, a change in pattern elements such as fenestration, columns or pilasters, or a change in building setback through recesses or projections. For buildings 150' in length or greater, such modules may be no wider than 50 feet.	✓	✓	✓
6	Public entrances must include design elements to ensure clear visibility and architectural prominence, such as: <ul style="list-style-type: none"> a. Details including but not limited to awnings, arches, friezes, columns, pilasters, transom or sidelight windows mosaic or tile work, murals, or other public art as an integral feature. b. Integral landscape or seating elements such as planters and benches or seat walls. c. Three-dimensional elements such as corner towers, porticos, arcades or colonnades. 			✓
7	Buildings must be designed with consistent building materials and treatments that wrap around all facades visible from a public street. Where material or color treatments change, there should be a significant change in surface plane of a minimum of six inches in difference. Differing materials are encouraged to terminate at inside corners.	✓	✓	✓
8	Facades must express a traditional visual distinction between the ground floor and upper stories through architectural features or detailing, change in materials, or a change in pattern elements such as fenestration. Where existing adjacent buildings contain such horizontal features or datum lines distinguishing the ground floor from upper stories, new building facades must complement the heights of such features to create visual continuity along the face of a block.			✓

Article 4. Mixed-Use & Commercial Districts

Table 4-B: Residential Mixed-Use Districts Design Standards

		NCU	AC	UN (T-4)
9	Commercial storefronts must include traditional pedestrian-oriented elements such as display windows, knee walls, transoms, and/or cornices.	✓	✓	✓
10	All architectural openings, including windows, doorways, arches, porch framing, etc. should be sympathetic to the repetition of prevailing horizontal or vertical elements of the structure.	✓	✓	✓
11	Window shutters, whether functional or used as a decorative element, must be used consistently across the building facade, and must be proportioned so as to cover the window opening when closed.	✓	✓	✓
12	Mechanical equipment and structural components such as vents must be located and screened to minimize visibility.	✓	✓	✓



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Table 4-B: Residential Mixed-Use Districts Design Standards



		NCU	AC	UN (T-4)
Fenestration Design				
13	The ground floor of the front facade must maintain a minimum transparency of 35%, measured between two and ten feet in height.	✓	✓	✓
14	Upper floors of the front facade must maintain a minimum transparency of 15% of the wall area of the story	✓	✓	✓
				
Roof Design				
15	Roof forms may include symmetrical pitched roofs or flat roofs with cornice treatments. Slopes of pitched roofs should be no less than 5:12, and that porch roofs should be shed roofs with pitches no less than 3:12.			✓
16	Rooflines of 100' in length or more must be varied through the use of architectural design elements such as dormers, gables, or projected wall features. Such elements of variation may be no wider than 50'.	✓	✓	✓
17	Reflective roof surfaces that produce glare are prohibited, except for cool roofs intended to radiate absorbed or non-reflected solar energy and reduce heat transfer to the building.	✓	✓	✓
18	Where parapet walls are used, they must feature three-dimensional cornice treatments or other shadow-creating details along the top.	✓	✓	✓

Table 4-B: Residential Mixed-Use Districts Design Standards

		NCU	AC	UN (T-4)
				
	Site Design			
19	Sites must be designed to ensure safe pedestrian and bicycle access from the public right-of-way, and safe pedestrian and bicycle circulation within the development.	✓	✓	✓
20	A cohesive character must be established through the use of coordinated hardscape (paving materials, lighting, street furniture, etc.) and landscape treatments within the development.	✓	✓	✓
21	Vehicular access to parking and service areas must be provided from an alley wherever possible. This also applies to corner lots served by alley access.	✓	✓	✓

2. Prohibited Building Materials

a. In the residential mixed-use districts, the following building materials are prohibited on any nonresidential facade facing a public right-of-way (excluding alleys) or any facade that abuts the lot line of a residential district. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material, unless a review by the Design Review Board, prior to site plan review, approves a greater percentage of use of these materials. Residential structures are subject to the standards for the dwelling type per Article 8.

- i. Plain concrete masonry units (CMU)
- ii. Corrugated metal
- iii. Exposed aggregate concrete wall panels
- iv. T-111 composite plywood siding

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- v. Plastic
 - vi. Asphalt or vinyl siding
 - vii. Exterior insulation and finish system (E.I.F.S.)
 - viii. Cedar shakes as roofing material
 - ix. Architectural foam
- b. In the Historic Review Overlay District and the Architectural Review Overlay District, the Design Review Board must approve the use or any change in building materials as part of design review.

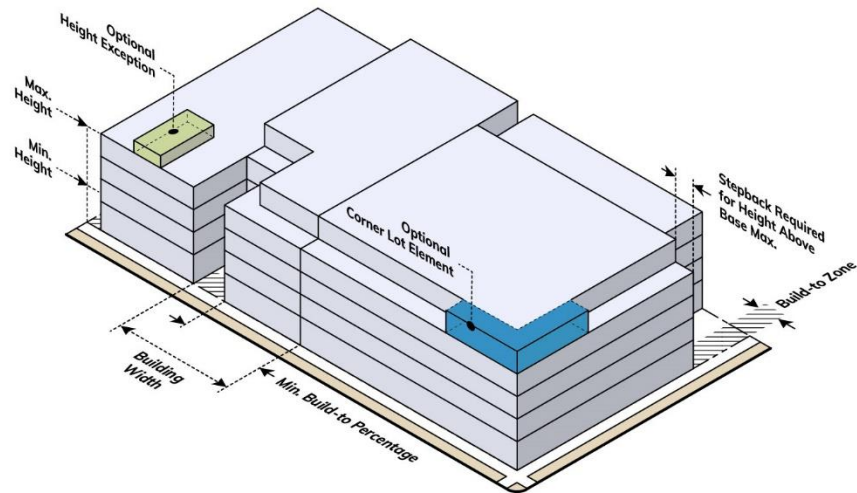
4.4 COMMERCIAL MIXED-USE DISTRICTS STANDARDS

A. Commercial Mixed-Use Districts Dimensional Standards

1. Table 4-C: Commercial Mixed-Use Districts Dimensional Standards establishes the dimensional standards for the commercial mixed-use districts.
2. Permitted single-family, single-family attached, two-family, and townhouse dwellings are not subject to these standards but rather subject to the standards of the UN District for such dwelling types.
3. Developments are subject to the required public civic space requirements of Section 9.3.

Table 4-C: Commercial Mixed-Use Districts Dimensional Standards		
	NC (T-5)	UC (T-6)
Bulk		
Maximum Building Height	1.1 times the width of the right-of-way or 50', whichever is less A height bonus may be approved - See Section 4.4.B below	1.1 times the width of the right-of-way or 70', whichever is less A height bonus may be approved - See Section 4.4.B below
Minimum Building Height	24'	24'
Building Height Stepback	Building facade above the maximum base height must be set back a minimum of 10' from ground floor facade line	
Optional Height Exception	Buildings may exceed maximum height by up to 6' for no more than 25% of the linear facade width, to a maximum depth of 30'	Buildings may exceed maximum height by up to 8' for no more than 35% of the linear facade width, to a maximum depth of 50'
Optional Corner Lot Element	Limited in width and depth to a maximum of 25% of the building width. May exceed height at which stepback is required, but may not exceed the overall building height	
Maximum Cumulative Area of New and Existing One-Story Structure(s) on Any One Lot	3,000sf	1,500sf
Setbacks		
Minimum Setback from a Lot Line Abutting any Public Right-of-Way (Excluding Alleys)	Right-of-way 40' or less in width: 5' to 12' build-to zone Right-of way width greater than 40': 0' to 12' build-to zone	Right-of-way 40' or less in width: 5' to 12' build-to zone Right-of way width greater than 40': 0' to 12' build-to zone
Minimum Build-Out Percentage Abutting any Public Right-of-Way (Excluding Alleys)	70% (does not apply to SF, SF-A, 2F, TH)	80%
Minimum Interior Side Setback	0'	0'
Minimum Rear Setback	0'	0'
** In the UC District, select areas of the district require ground floor commercial uses per section 4.2.B.		

BULK AND AREA HEIGHT EXCEPTIONS



B. Commercial Mixed-Use Districts Development Bonus

In order to exceed the maximum building height listed in Table 4-C, a proposed development must meet additional standards listed in this section.

1. Height Bonus

Up to 15 feet of additional building height may be granted through a voluntary bonus system. To obtain a development bonus, one or more actions in Table 4-D are required.

2. Application of Bonus Points

Bonuses for additional height are subject to the process of this section, and earned and applied as indicated in Table 4-D.

- a. The Design Review Board will determine the amount of height, up to the maximum of 15 feet, that the development is eligible for. As part of the request for additional height, the applicant must submit mass and scale drawings of the proposed development.
- b. Following the Design Review Board determination of the eligible amount of height bonus and partial approval of the mass and scale drawings, the approval will be forwarded to the Planning Board. The Planning Board will make a determination that the bonus action(s) proposed by the applicant meet the standards and intent of this section, the zoning district, and this Ordinance to achieve the height bonus.
- c. For items 1 and 2 of Table 4-D for affordable housing, the additional height is the full bonus amount (15 feet).
- d. For items 3 through 7 of Table 4-D, the additional building height is awarded by a point system. Acquired points may be used to increase building height by 1 foot for each point earned, up to the maximum height bonus the Design Review Board has approved, up to the maximum of 15 feet.

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Table 4-D: Commercial Mixed-Use Districts Development Bonus		
	Bonus Action	Bonus Awarded
1	Affordable Housing Option A. Devote 20% of Gross Floor Area (calculated to number of units) for the number of floors above the base maximum height to affordable housing, using local unit size averages. Units must be set aside for households earning 60% AMI or less for a minimum of 30 years. Example: UC District Maximum Height with Bonus (70' maximum + 15' additional = 85') Additional 15' would typically be used to build one additional floor, so 20% of the units on one floor of the building must be devoted to affordable housing.	Full bonus (15' of height)
2	Affordable Housing Option B. Devote 5% of Gross Floor Area (calculated to number of units) of the total building to affordable housing, using local unit size averages. A minimum of 80% of the affordable units must be set aside for households earning 80% AMI or less, with no more than 20% set aside for households earning between 81% and 110% AMI, for a minimum of 30 years.	Full bonus (15' of height)
3	Provision of Public Civic Space. An additional 5% or more of total lot area is devoted to public civic space above the public civic space required by Section 9.3.	Up to 5 points
4	High Performance Construction I. Points are awarded on a sliding scale based on level of certification the building is designed to achieve: certified, silver, platinum, gold. Alternatively, up to five bonus points may be awarded for building that are designed to meet or exceed the provisions of the NY Stretch Energy Code, which includes elements more stringent than the base Energy Code that is in effect in NYS at the time of construction. An evaluation from a certified third party that demonstrates that buildings and sites meet LEED Certified standards (US Green Building Council); however, LEED certification is encouraged, but not required. An alternate sustainability rating system may be used, subject to approval by the City, and requires an evaluation from a certified third party.	NC: Up to 5 points UC: Up to 5 points
5	High Performance Construction II. Up to five bonus points are also available for buildings that utilize air source or ground source heat pumps as their primary source for heating and cooling.	Up to 5 points
6	Net-Zero Construction. Zero net energy consumption, meaning the total amount of energy used by the building on an annual basis is equal to the amount of renewable energy created on the site, or in other definitions by renewable energy sources off-site. An evaluation from a certified third party is required. Buildings that supplement on-site energy production with purchases of renewable energy from off-site sources in order to meet the zero energy definition are also eligible.	NC: Up to 8 points UC: Up to 10 points
7	Community Space. Community space is provided for residents of the City, including meeting space and/or performance space. A management plan must be submitted, the space must be deed restricted to remain in perpetuity for the community's use, and must be actively marketed to the community.	Up to 5 points

C. Commercial Mixed-Use Districts Design Standards

1. Design Standards

a. The following design standards apply in the commercial mixed-use districts to new construction and to any additions to a structure existing as of the effective date of this Ordinance that exceed 30% or more of the existing structure's square footage. Table 4-E: Commercial Mixed-Use Districts Design Standards establishes the design standards for the commercial mixed-use districts. In the table, a "✓" indicates that the standard is applicable in the district indicated. The absence of a "✓" indicates that the standard does not apply to the district.

b. Design standards may be exempted by the Design Review Board or Planning Board as follows:

i. Standards within the categories of Building Orientation and Site Design may be exempted by the Planning Board.

ii. Where the Design Review Board reviews and approves development, including but not limited to within the Historic Review Overlay District or Architectural Review Overlay District, the Design Review Board may exempt standards in categories outside of those delineated in item i above.

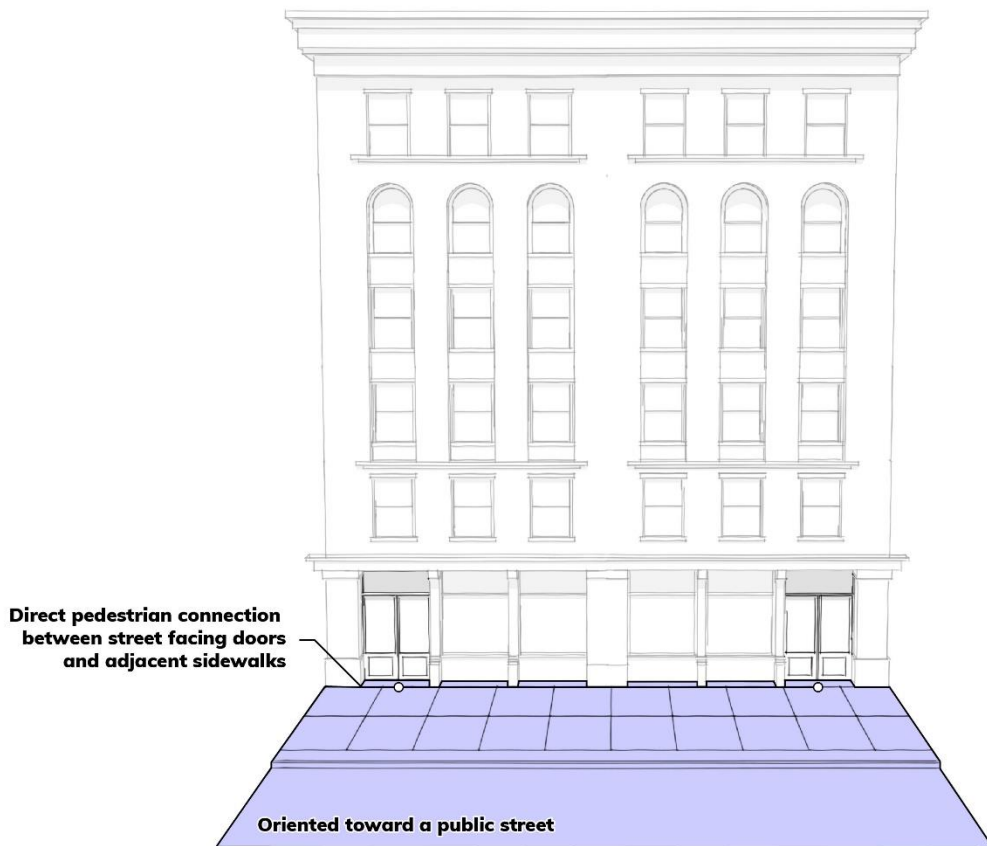
Article 4. Mixed-Use & Commercial Districts

iii. Where the Design Review Board does not review and approve development, the Planning Board may exempt standards in all categories and may request a recommendation from the Design Review Board.

c. Single-family, single-family attached, two-family, and townhouse dwellings are not subject to these standards but rather subject to the design standards by dwelling type of Article 8. Multi-family dwellings are subject to the design standards of Table 4-E.

Table 4-E: Commercial Mixed-Use Districts Design Standards

		NC (T-5)	UC (T-6)
Building Orientation			
1	All buildings must be oriented toward a primary public street.	✓	✓
2	All public entrances must include direct pedestrian connections between street facing doors to adjacent sidewalks, and may not be set back more than ten feet from the building line.	✓	✓
3	Ground floor entrances into individual residential units must be between 2' and 7' above sidewalk grade. Where residential units are located below sidewalk grade, a below grade entrance is permitted, which shall be between 1' and 3' below sidewalk grade.	✓	✓
4	Garage doors must not be located on the front of buildings, but rather must face the side or the rear of the property. If placement on the front of the building is unavoidable, garage doors must be located a minimum of 15 feet behind the principal building line, and are limited to a total 20 feet in width.	✓	✓



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Table 4-E: Commercial Mixed-Use Districts Design Standards				NC (T-5)	UC (T-6)
Building Form and Facade Design					
5	Building facades that abut a public right-of-way (excluding alleys) must not contain blank wall areas that exceed 30 linear feet, measured per story parallel to the street.			✓	✓
6	Facades must be divided into multiple "modules," expressed through significant architectural changes such as a change in materials, a change in pattern elements such as fenestration, columns or pilasters, or a change in building setback through recesses or projections. For buildings 150' in length or greater, such modules may be no wider than 50 feet.			✓	✓
7	Facades must express a traditional visual distinction between the ground floor and upper stories through architectural features or detailing, change in materials, or a change in pattern elements such as fenestration. Where existing adjacent buildings contain such horizontal features or datum lines distinguishing the ground floor from upper stories, new building facades must match the heights of such features to create visual continuity along the face of a block.			✓	✓
8	Public entrances must incorporate at least two of the following design elements to ensure clear visibility and architectural prominence: <ul style="list-style-type: none"> a. Details including but not limited to awnings, arches, friezes, columns, pilasters, transom or sidelight windows mosaic or tile work, murals, or other public art as an integral feature. b. Integral landscape or seating elements such as planters and benches or seat walls. c. Three-dimensional elements such as corner towers, porticos, arcades or colonnades. 			✓	✓
9	Commercial storefronts must include traditional pedestrian-oriented elements such as display windows, knee walls, transoms and cornices.			✓	✓
10	The ground floor of a building facade abutting a public right-of-way (excluding alleys) must maintain a minimum transparency of 50%, measured between two feet and ten feet in height.			✓	✓
11	The upper floors of a building facade abutting a public right-of-way (excluding alleys) must maintain a minimum transparency of 15% of the wall area of the story.			✓	✓
12	The ground floor of a building facade abutting a rear parking area that contains a public entrance must maintain a minimum transparency of 20%, measured between two and ten feet in height.			✓	✓
13	All architectural openings, including windows, doorways, arches, porch framing, etc. must maintain a height equal to or greater than their width to emphasize the verticality of such elements.			✓	✓
14	Window shutters, whether functional or used as a decorative element, must be used consistently across the building facade, and must be proportioned so as to cover the window opening when closed.			✓	✓
15	Buildings must be designed with consistent building materials and treatments that wrap around all facades visible from a public street. Where material or color treatments change, there should be a significant change in surface plane of a minimum of six inches in difference. Differing materials are encouraged to terminate at inside corners.			✓	✓
16	Mechanical equipment and structural components such as vents must be located and screened to minimize visibility.			✓	✓

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Table 4-E: Commercial Mixed-Use Districts Design Standards

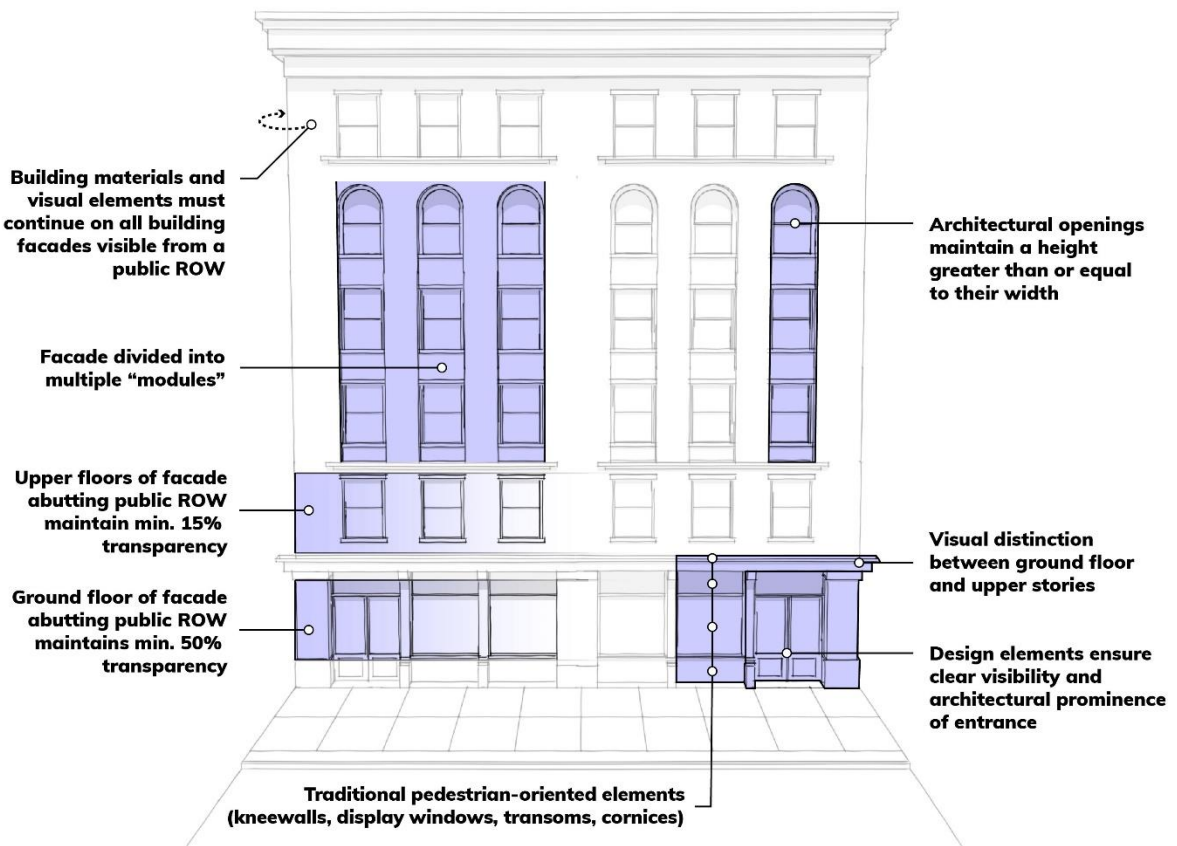

		NC (T-5)	UC (T-6)
 <p>The diagram shows a three-story commercial building facade. The ground floor is highlighted in light blue and features large display windows and entrances. The upper floors are white with arched windows. Annotations include:</p> <ul style="list-style-type: none"> Building materials and visual elements must continue on all building facades visible from a public ROW: Points to the top of the facade. Facade divided into multiple "modules": Points to the vertical divisions between window groups. Upper floors of facade abutting public ROW maintain min. 15% transparency: Points to the upper floor windows. Ground floor of facade abutting public ROW maintains min. 50% transparency: Points to the ground floor windows. Architectural openings maintain a height greater than or equal to their width: Points to an arched window. Visual distinction between ground floor and upper stories: Points to the horizontal line separating the ground floor from the upper stories. Design elements ensure clear visibility and architectural prominence of entrance: Points to the entrance area. Traditional pedestrian-oriented elements (kneewalls, display windows, transoms, cornices): Points to the base of the building. 			
Roof Design			
17	Roof forms may include symmetrical pitched roofs or flat roofs with cornice treatments. Slopes of pitched roofs may not be less than 5:12, except that porch roofs may be sheds with pitches not less than 3:12.	✓	✓
18	Rooflines of 100' in length or more must be varied through the use of architectural design elements such as dormers, gables, or projected wall features. Such elements of variation may be no wider than 50'.	✓	✓
19	Reflective roof surfaces that produce glare are prohibited, except for cool roofs intended to radiate absorbed or non-reflected solar energy and reduce heat transfer to the building.	✓	✓
20	Where parapet walls are used, they must feature three-dimensional cornice treatments or other shadow-creating details along their tops.	✓	✓

Table 4-E: Commercial Mixed-Use Districts Design Standards

		NC (T-5)	UC (T-6)
<p>Roof forms may include symmetrical pitched roofs or flat roofs with cornice treatments</p> <p>Where parapet walls are used, they must feature three-dimensional cornice treatments or other shadow-creating elements</p> 			
Site Design			
21	Sites must be designed to ensure safe pedestrian and bicycle access from the public right-of-way, and safe pedestrian and bicycle circulation within the development.	✓	✓
22	A cohesive visual character must be maintained through the use of coordinated hardscape (paving materials, lighting, street furniture, etc.) and landscape treatments within the development.	✓	✓
23	Off-street parking and traffic flow must not interfere with the flow of pedestrian travel or otherwise detract from the aesthetic character of a development or redevelopment.	✓	✓
24	Vehicular access to parking and service areas must be provided from an alley wherever possible. This also applies to corner lots served by alley access.	✓	✓

2. Prohibited Building Materials

a. In the commercial mixed-use districts, the following building materials are prohibited on any nonresidential facade facing a public right-of-way (excluding alleys) or any facade that abuts the lot line of a residential district. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material, unless a review by the Design Review Board, prior to site plan review, approves a greater percentage of use of these materials. Residential structures are subject to the standards for the dwelling type per Article 8.

Article 4. Mixed-Use & Commercial Districts

- i. Plain concrete masonry units (CMU)
 - ii. Corrugated metal
 - iii. Exposed aggregate concrete wall panels
 - iv. T-111 composite plywood siding
 - v. Cedar shakes as roofing material
 - vi. Plastic
 - vii. Asphalt or vinyl siding
 - viii. Exterior insulation and finish system (E.I.F.S.)
 - ix. Architectural foam
- b. In the Historic Review Overlay District and the Architectural Review Overlay District, the Design Review Board must approve the use or any change in building materials as part of design review.

4.5 COMMERCIAL DISTRICTS STANDARDS

A. Commercial Districts Dimensional Standards

1. Table 4-F: Commercial Districts Dimensional Standards establishes the dimensional standards for the commercial districts.
2. Permitted single-family, single-family attached, two-family, and townhouse dwellings are not subject to these standards but rather subject to the standards of the UN District for such dwelling types.

Table 4-F: Commercial Districts Dimensional Standards		
	OMB	WRB
Bulk		
Minimum Lot Area	10,000sf	20,000sf
Minimum Lot Width	100'	200'
Maximum Building Coverage	40%	45%
Maximum Impervious Surface	70%	70%
Maximum Building Height	40'	40'
Setbacks		
Minimum Front Setback	40'	40'
Minimum Interior Side Setback	15', unless abutting a residential district, then 40'	15', unless abutting a residential district, then 40'
Minimum Corner Side Setback	40'	40'
Minimum Rear Setback	25', unless abutting a residential district, then 50'	25', unless abutting a residential district, then 50'

B. Commercial Districts Design Standards

1. Design Standards

- a. The following design standards apply in the commercial districts to new construction and to any additions to a structure existing as of the effective date of this Ordinance that exceed 30% or more of the existing structure's square footage. Table 4-G: Commercial Districts Design Standards establishes the design standards for the commercial districts. In the table, a "✓" indicates that the standard is applicable in the district indicated. The absence of a "✓" indicates that the standard does not apply to the district.

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b. Design standards may be exempted by the Design Review Board or Planning Board as follows:

i. Standards within the category of Site Design may be exempted by the Planning Board.

ii. Where the Design Review Board reviews and approves development, including but not limited to within the Historic Review Overlay District or Architectural Review Overlay District, the Design Review Board may exempt standards in categories outside of those delineated in item i above.

iii. Where the Design Review Board does not review and approve development, the Planning Board may exempt standards in all categories and may request a recommendation from the Design Review Board.

c. Single-family, single-family attached, two-family, and townhouse dwellings are not subject to these standards but rather subject to the design standards by dwelling type of Article 8. Multi-family dwellings are subject to the design standards of Table 4-G.


Table 4-G: Commercial Districts Design Standards			OMB	WRB
Facade Design				
1	Building facades that abut a public right-of-way (excluding alleys) must not contain blank wall areas that exceed 30 linear feet, measured per story parallel to the street.		✓	✓
2	Facades abutting a public right-of-way (excluding alleys) must be divided into multiple "modules," expressed through significant architectural changes such as a change in materials, a change in pattern elements such as fenestration, columns or pilasters, or a change in building setback through recesses or projections. For buildings 150' in length or greater, such modules may be no wider than 50 feet.		✓	✓
3	Building materials and visual elements used on the primary building facade must continue on all building facades that are visible from a public right-of-way.		✓	✓
4	Mechanical equipment and structural components such as vents must be located and screened to minimize visibility.		✓	✓
				
Fenestration Design				
5	The ground floor of the front facade must maintain a minimum transparency of 30%, measured between two and ten feet in height.		✓	✓

Table 4-G: Commercial Districts Design Standards			
		OMB	WRB
	Site Design		
6	Sites must be designed to ensure safe pedestrian and bicycle access from the public right-of-way, and safe pedestrian and bicycle circulation within the development.	✓	✓
7	A cohesive character must be established through the use of coordinated hardscape (paving materials, lighting, street furniture, etc.) and landscape treatments within the development.	✓	✓

2. Prohibited Building Materials

a. In the commercial districts, the following building materials are prohibited on any nonresidential facade facing a public right-of-way (excluding alleys) or any facade that abuts the lot line of a residential district. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material, unless a review by the Design Review Board, prior to site plan review, approves a greater percentage of use of these materials. Residential structures are subject to the standards for the dwelling type per Article 8.

- i. Plain concrete masonry units (CMU)
- ii. Corrugated metal
- iii. Exposed aggregate concrete wall panels
- iv. T-111 composite plywood siding
- v. Cedar shakes as roofing material
- vi. Plastic
- vii. Asphalt or vinyl siding
- viii. Exterior insulation and finish system (E.I.F.S.)
- ix. Architectural foam

b. In the Historic Review Overlay District and the Architectural Review Overlay District, the Design Review Board must approve the use or any change in building materials as part of design review.

4.6 GATEWAY COMMERCIAL DISTRICTS STANDARDS

A. Gateway Commercial Districts Dimensional Standards

1. Table 4-H: Gateway Commercial Districts Dimensional Standards establishes the dimensional standards for the gateway commercial districts.

2. Where allowed in the GC-U district, single-family, single-family attached, two-family, and townhouse dwellings are not subject to the dimensional standards of Table 4-H, but rather are subject to the dimensional standards of the UN District for such dwelling types as specified in Table 4-A.

3. Where allowed in the GC-R district, single-family, single-family attached, two-family, and townhouse dwellings are subject to the dimensional standards of Table 4-H, with the following exceptions:

- a. Minimum building height shall not apply.
- b. Dwellings shall be located behind the primary commercial or mixed use building of the development. The minimum front setback shall be 20 feet from the rear of the primary commercial or mixed use building, or 40 feet from a right-of-way within the development, whichever is greater.
- c. Maximum density of residential dwelling units is subject to Section 4.6.A.4

4. The maximum density of residential dwelling units on any lot within the GC-R district or the portion of a lot within the GC-R district shall be 1 dwelling unit per 15,000 square feet of lot area within the district. Where the calculation of allowed number of dwelling units results in a fraction of a dwelling unit, the result shall be rounded

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down to the nearest whole number. The resultant number of dwelling units permitted on the lot may be divided amongst permitted building types.

5. The area designated as GC-R bound by Crescent Avenue to the north, Route 9 to the west, and lands currently zoned as INST-PR to the east and approximately 3,300 feet to the south are subject to the dimensional standards of Table 4-H, with the following exceptions:

- a. Buildings shall include two usable stories. Building footprints greater than 20,000 square feet shall have a minimum of 30% of each structure as 2 stories. A typical rural roof form shall also be applied to this additional story.
- b. The minimum front setback shall be 60 feet.

Table 4-H: Gateway Commercial Districts Dimensional Standards		
	GC-U	GC-R
Bulk		
Minimum Lot Area	10,000sf	20,000sf*
Minimum Lot Width	75'	100'
Maximum Building Coverage	45%	35%
Maximum Impervious Surface	85%	60%
Minimum Building Height	24'	18**
Maximum Building Height	40'	40'
Setbacks		
Minimum Front Setback	Build-to zone of 25' to 40'	40**
Minimum Front Build-Out Percentage	50%	N/A
Minimum Interior Side Setback	15', unless abutting a residential district, then 40'	20', unless abutting a residential district, then 40'
Minimum Corner Side Setback	25'	40'
Minimum Rear Setback	25', unless abutting a residential district, then 50'	25', unless abutting a residential district, then 50'

* See exceptions to these requirements as specified in Section 4.6.A

B. Gateway Commercial Districts Design Standards

1. Design Standards

a. The following design standards apply in the gateway commercial districts to new construction and to any additions to a structure existing as of the effective date of this Ordinance that exceed 30% or more of the existing structure's square footage. Table 4-I: Gateway Commercial Districts Design Standards establishes the design standards for the gateway commercial districts. In the table, a "✓" indicates that the standard is applicable in the district indicated. The absence of a "✓" indicates that the standard does not apply to the district.

b. Design standards may be exempted by the Design Review Board or Planning Board as follows:

- i. Standards within the category of Site Design may be exempted by the Planning Board.
- ii. Where the Design Review Board reviews and approves development, including but not limited to within the Historic Review Overlay District or Architectural Review Overlay District, the Design Review Board may exempt standards in categories outside of those delineated in item i above.
- iii. Where the Design Review Board does not review and approve development, the Planning Board may exempt standards in all categories and may request a recommendation from the Design Review Board.

c. Single-family, single-family attached, two-family, and townhouse dwellings are not subject to these standards but rather subject to the design standards by dwelling type of Article 8. Multi-family dwellings are subject to the design standards of Table 4-I.

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d. The area designated as GC-R bound by Crescent Avenue to the north, Route 9 to the west, and lands currently zoned as INST-PR to the east and approximately 3,300 feet to the south shall incorporate the following design standards in addition to the GC-R standards listed below:

- i. Pedestrian systems should be trails that link commercial nodes to other use areas (ie. Neighborhoods). Trails shall meet the requirements under section 18.5.

SOUTH BROADWAY (Rt. 9) GC-R GATEWAY BOUND BY CRESCENT AVE: CONCEPTUAL PLAN

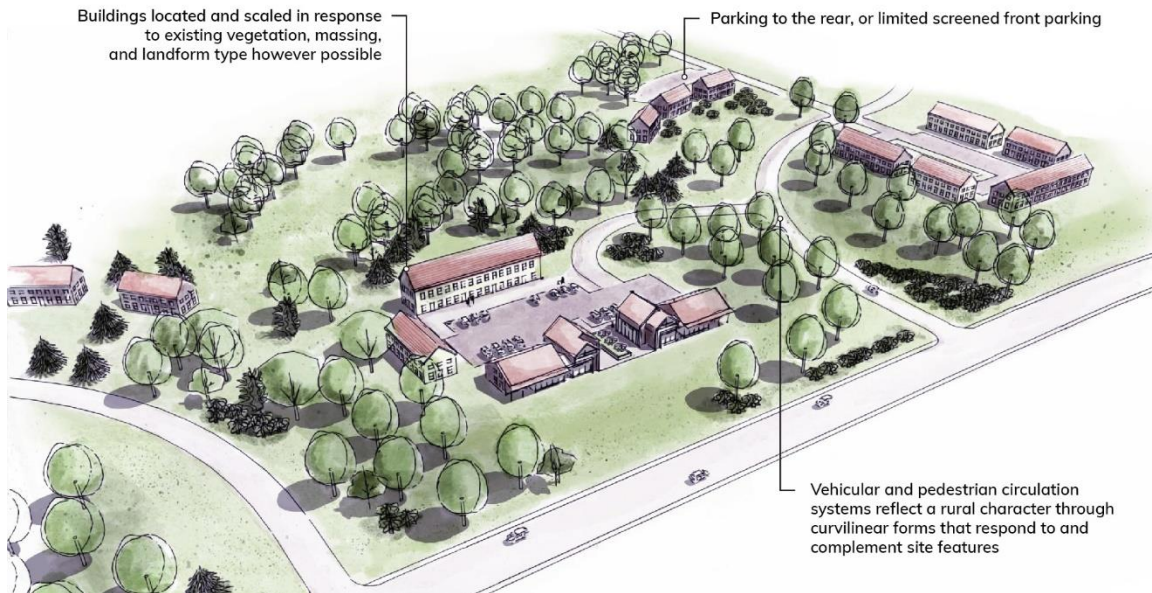


Table 4-I: Gateway Commercial Districts Design Standards

		GC-U	GC-R
	Facade Design		
1	Building facades that abut a public right-of-way (excluding alleys) must not contain blank wall areas that exceed 30 linear feet, measured per story parallel to the street.	✓	✓
2	Facades abutting a public right-of-way (excluding alleys) must be divided into multiple "modules," expressed through significant architectural changes such as a change in materials, a change in pattern elements such as fenestration, columns or pilasters, or a change in building setback through recesses or projections. For buildings 80' in length or greater, such modules may be no wider than 40 feet.	✓	✓
3	Commercial storefronts must include traditional pedestrian-oriented elements such as display windows, bulkheads, transoms, and cornices.	✓	✓
4	All architectural openings, including windows, doorways, arches, porch framing, etc. must maintain a height equal to or greater than their width to emphasize the verticality of such elements.	✓	✓
5	Window shutters, whether functional or used as a decorative element, must be used consistently across the building facade, and must be proportioned so as to cover the window opening when closed.	✓	✓
6	Buildings must be designed with consistent building materials and treatments that wrap around all facades visible from a public street. Where material or color treatments change, there should be a significant change in surface plane of a minimum of six inches in difference. Differing materials are encouraged to terminate at inside corners.	✓	✓
7	Mechanical equipment and structural components such as vents must be located and screened to minimize visibility.	✓	✓

Table 4-I: Gateway Commercial Districts Design Standards



		GC-U	GC-R
 <p>Facade divided into multiple “modules”</p> <p>Traditional pedestrian-oriented elements (kneewalls, display windows, transoms)</p> <p>Architectural openings maintain a height greater than or equal to their width</p> <p>Buildings must be designed with consistent materials and treatments that wrap around all facades visible from a public street</p>			
	Fenestration Design		
8	The ground floor of the front facade must maintain a minimum transparency of 25%, measured between two and ten feet in height.		✓
9	The ground floor of the front facade must maintain a minimum transparency of 40%, measured between two and ten feet in height.	✓	
	Roof Design		
10	Buildings must exhibit a typical rural, pitched roof form, including but not limited to gabled, hipped, gambrel, and barn roof forms.		✓
11	Roof forms may include symmetrical pitched roofs or flat roofs with cornice treatments. Slopes of pitched roofs may not be less than 5:12, except that porch roofs may be sheds with pitches not less than 3:12.	✓	
12	Where parapet walls are used, they must feature three-dimensional cornice treatments or other shadow-creating details along their tops.	✓	
13	Reflective roof surfaces that produce glare are prohibited, except for cool roofs intended to radiate absorbed or non-reflected solar energy and reduce heat transfer to the building.	✓	✓

Table 4-I: Gateway Commercial Districts Design Standards

		GC-U	GC-R
<p>Roof forms must exhibit a typical rural, pitched roof form in the GC-R District</p> <p>In the GC-U District, roof forms may include symmetrical pitched roofs or flat roofs with cornice treatments. Slopes of pitched roofs may not be less than 5:12, except for porch roofs, which may not be less than 3:12</p>  <p>Ground floor of front facade maintains min. 25% (GC-R) or 40% (GC-U) transparency</p>			
Site Design			
14	Sites must be designed to ensure safe pedestrian and bicycle access from the public right-of-way, and safe pedestrian and bicycle circulation within the development.	✓	✓
15	Vehicular and pedestrian circulation systems must reflect a rural character through the use of curvilinear forms that acknowledge and work to complement site features such as vegetation and topography.		✓
16	Off-street parking and traffic flow must not interfere with the flow of pedestrian travel or otherwise detract from the aesthetic character of a development or redevelopment. All off-street parking must be screened or aligned so that light from vehicle headlights do not adversely impact abutting properties.	✓	✓
17	Existing on-site vegetation and topography must be preserved to the extent practicable. Where topography must be altered, cut and fill slopes must be graded to mimic existing slopes, at a maximum of 1:5, and blend smoothly into the surrounding landscape.		✓
18	Site designs must employ techniques such as variation in the height and placement of buildings, as well as clustering of structures and vegetation to reinforce the rural character of the area, and to help preserve scenic views of the surrounding natural landscape.		✓
19	Shared driveways are strongly recommended with the minimum spacing between adjacent driveways on the same side of the street at 500 feet. Access connections on opposite sides of the street should be aligned or off-set so as to eliminate left-turn conflicts. The Planning Board, as part of site plan review, should evaluate the effect of proposed driveway locations on development of abutting properties. Proposals for shared driveways may require cross access easements.		✓

2. Prohibited Building Materials

a. In the gateway commercial districts, the following building materials are prohibited on any nonresidential facade facing a public right-of-way (excluding alleys) or any facade that abuts the lot line of a residential district. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material, unless a review by the Design Review Board, prior to site plan review, approves a greater percentage of use of these materials. Residential structures are subject to the standards for the dwelling type per Article 8.

- i.** Plain concrete masonry units (CMU)
- ii.** Corrugated metal
- iii.** Exposed aggregate concrete wall panels
- iv.** T-111 composite plywood siding
- v.** Cedar shakes as roofing material
- vi.** Plastic
- vii.** Asphalt or vinyl siding
- viii.** Exterior insulation and finish system (E.I.F.S.)
- ix.** Architectural foam

b. In the Historic Review Overlay District and the Architectural Review Overlay District, the Design Review Board must approve the use or any change in building materials as part of design review.

4.7 GENERAL STANDARDS OF APPLICABILITY

A. Site Development Standards

See Article 9 for additional on-site development standards and requirements, such as exterior lighting, accessory structures and uses, and permitted encroachments.

B. Off-Street Parking and Loading

See Article 10 for off-street parking and loading standards and requirements.

C. Landscape

See Article 11 for landscape, buffering, and screening standards and requirements.

D. Signs

See Article 12 for standards governing signs.

Article 5. Institutional Districts

- 5.1 PURPOSE STATEMENTS**
- 5.2 USES**
- 5.3 INSTITUTIONAL DISTRICTS DIMENSIONAL STANDARDS**
- 5.4 GENERAL STANDARDS OF APPLICABILITY**

5.1 PURPOSE STATEMENTS

A. INST-ED Institutional Education District

The INST-ED Institutional Education District is intended to accommodate uses that supplement and complement the operation of education-oriented facilities.

B. INST-HTR Institutional Horse Track Related District

The INST-HTR Institutional Horse Track Related District is intended to accommodate the horse track and uses that supplement and complement the horse track operations.

C. INST-MP Institutional Municipal Purpose District

The INST-MP Institutional Municipal Purpose District is intended to accommodate uses associated with the operation and function of local government.

D. INST-PR Institutional Parkland/Recreation District

The INST-PR Institutional Parkland/Recreation District is intended to accommodate areas identified for passive and active recreation.

5.2 USES

A. Article 8 lists permitted, special, and temporary uses for the institutional districts.

B. In the INST-HTR District on lots or parcels that are not part of the horse race track or associated race track training facility, the following uses, whether permitted or special uses per Table 8-A, are allowed for no more than 90 days per calendar year. Said 90 days must include at least 30 days during which a horse racing meet is in operation.

- 1.** Eating and drinking establishments of less than 160 seats, and outdoor dining in association with eating and drinking establishments of less than 160 seats.
- 2.** Indoor and outdoor entertainment; however, hours of operation and the type of entertainment allowed may be limited by special use permit.
- 3.** Administrative offices associated with horse race track activities or services.

C. In the INST-HTR District on lots or parcels that are not part of the horse race track or associated race track training facility, commercial horse stables, whether permitted or special uses per Table 8-A, are allowed to operate only during the timeframe of April 1st through October 31st each year.

5.3 INSTITUTIONAL DISTRICTS DIMENSIONAL STANDARDS

Table 5-A: Institutional Districts Dimensional Standards establishes the dimensional standards for the institutional districts. These regulations apply to all uses within each district unless a different standard is listed for a specific use.

Table 5-A: Institutional Districts Dimensional Standards				
	INST-ED	INST-HTR	INST-MP	INST-PR
Bulk				
Minimum Lot Area	12,500sf	20,000sf	2 acres	2 acres
Minimum Lot Width	100'	100'	200'	200'
Maximum Building Coverage	30%	45%	70%	N/A
Maximum Impervious Surface Coverage	70%	80%	80%	15%
Maximum Building Height	50'	60'	50'	40'
Setbacks				
Minimum Front Setback	30'	30'	100'	60'
Minimum Interior Side Setback	12'	12', unless abutting a residential district, then 40'	20', unless abutting a residential district, then 50'	30'
Minimum Corner Side Setback	30'	30'	50'	30'
Minimum Rear Setback	30'	30', unless abutting a residential district, then 50'	50'	100'

5.4 GENERAL STANDARDS OF APPLICABILITY

A. Site Development Standards

See Article 9 for additional on-site development standards and requirements, such as exterior lighting, accessory structures and uses, and permitted encroachments.

B. Off-Street Parking and Loading

See Article 10 for off-street parking and loading standards and requirements.

C. Landscape

See Article 11 for landscape, buffering, and screening standards and requirements.

D. Signs

See Article 12 for standards governing signs.

Article 6. Industrial Districts

- 6.1 PURPOSE STATEMENTS
- 6.2 USES
- 6.3 INDUSTRIAL DISTRICTS DIMENSIONAL STANDARDS
- 6.4 GENERAL STANDARDS OF APPLICABILITY

6.1 PURPOSE STATEMENTS

A. IND-L Light Industrial District

The IND-L Light Industrial District is intended to accommodate light industrial, warehouse, and related business uses in areas where the intensity of the uses will have minimum adverse impacts on neighboring uses.

B. IND-G General Industrial District

The IND-G General Industrial District is intended to accommodate light, moderate, and heavy industrial uses in areas where the intensity of the uses will have minimum adverse impacts on neighboring uses.

C. IND-X Industrial Extraction District

The IND-X Industrial Extraction District is intended to accommodate mining and associated extractive uses.

6.2 USES

Article 8 lists permitted, special, and temporary uses for the industrial districts.

6.3 INDUSTRIAL DISTRICTS DIMENSIONAL STANDARDS

A. Table 6-A: Industrial Districts Dimensional Standards establishes the dimensional standards for the industrial districts. These regulations apply to all uses within each district unless a different standard is listed for a specific use.

B. In the IND-X District, the maximum building height standard applies to principal buildings. Equipment and accessory structures used in extraction are permitted to exceed this height when such additional height is required to function as an essential part of the use and operation.

Table 6-A: Industrial Districts Dimensional Standards			
	IND-L	IND-G	IND-X
Bulk			
Minimum Lot Area	20,000sf	40,000sf	10 acres
Minimum Lot Width	100'	200'	500'
Maximum Building Coverage	50%	70%	80%
Maximum Impervious Surface Coverage	80%	70%	80%
Maximum Building Height	50'	50'	50'
Setbacks			
Minimum Front Setback	40'	40'	Extraction/Quarry: 100' Other Uses: 50'
Minimum Interior Side Setback	15', unless abutting a residential district, then 40'	15', unless abutting a residential district, then 40'	50'
Minimum Corner Side Setback	40'	40'	Extraction/Quarry: 100' Other Uses: 50'
Minimum Rear Setback	25', unless abutting a residential district, then 50'	30', unless abutting a residential district, then 50'	Extraction/Quarry: 100' Other Uses: 50'

6.4 GENERAL STANDARDS OF APPLICABILITY

A. Site Development Standards

See Article 9 for additional on-site development standards and requirements, such as exterior lighting, accessory structures and uses, and permitted encroachments.

B. Off-Street Parking and Loading

See Article 10 for off-street parking and loading standards and requirements.

C. Landscape

See Article 11 for landscape, buffering, and screening standards and requirements.

D. Signs

See Article 12 for standards governing signs.

Article 7. Special Purpose Districts

- 7.1 WP WATER PROTECTION OVERLAY DISTRICT
- 7.2 FLOODPLAIN OVERLAY DISTRICT
- 7.3 HISTORIC REVIEW OVERLAY DISTRICT
- 7.4 ARCHITECTURAL REVIEW OVERLAY DISTRICT

7.1 WP WATER PROTECTION OVERLAY DISTRICT

A. Purpose Statement

The WP Water Protection Overlay District is intended to protect the variety of water resources within the City including the wetlands, watercourses, public water supply, and water wellheads, to reduce flooding, protect water quality and control watercourse pollution, minimize sedimentation and erosion, and preserve recreational, aesthetic and open space benefits.

B. Loughberry Lake Public Water Supply Reservoir

No principal buildings, accessory structures, or paved surfaces are permitted on land within 300 linear feet from the highwater elevation for the Loughberry Lake Public Water Supply Reservoir.

C. Water Wellhead

No principal buildings, accessory structures, or paved surfaces are permitted on land within 100 linear feet from any public water wellhead.

D. Wetlands

No principal buildings, accessory structures, or paved surfaces are permitted on land within 100 linear feet of lands and waters identified as Class I and Class II Freshwater Wetlands by the Commissioner of the New York State Department of Environmental Conservation (DEC) or within 50 linear feet of federal wetlands.

1. Class I and Class II Freshwater Wetlands are generally shown on the maps entitled "Final Freshwater Wetlands Maps-Saratoga County" prepared by the New York State Department of Environmental Conservation. The precise boundaries of such wetlands may be determined by field inspection by the New York State Department of Environmental Conservation.
2. Federal wetlands include areas of jurisdiction by the U.S. Army Corps of Engineers, which may require jurisdictional determination.
3. An exception to permit encroachment into the DEC wetland buffer areas may be permitted by the Planning Board in consultation with the jurisdictional authority and by issuance of a Watercourse/Wetland Permit, per Section 13.6.
4. An exception to permit encroachment into the federal wetland buffer areas may be permitted by the Planning Board by issuance of a Watercourse/Wetland Permit, per Section 13.6.

E. Streams and Regulated Watercourses

1. Applicability

All water and land within 100 linear feet of the centerline of all City streams with a mean high water channel top width between 10 feet and 50 feet are subject to the standards of this section. Maps of these regulated watercourse areas are available in the City Clerk's Office and in the Office of Planning and Economic Development.

2. Activities Subject to Watercourse/Wetland Permit

A Watercourse/Wetland Permit, per Section 13.6, is required before undertaking the following activities:

- a. Any development activity subject to subdivision or site plan review.
- b. The replacement in-kind of any lawfully existing structure.
- c. New construction, reconstruction, or replacement of accessory structures 500 square feet or less in ground floor area.
- d. The installation, reconstruction, replacement, or maintenance of non-municipal or private utilities.

Article 7. Special Purpose Districts

- e. The installation, reconstruction, or replacement of a culvert, bridge, or streetcrossing.
- f. The installation, reconstruction, or replacement of paved areas.
- g. The discharge of storm water, ground water, or treated wastewater.
- h. Grading, except for residential lawn maintenance, gardening activities, or agricultural uses.
- i. Removal of live vegetation, except for reasonable upkeep or the preservation of the property.
- j. The application of chemical fertilizers and pesticides.

3. Activities Exempt from Permit

The following activities are exempt from a Watercourse/Wetland Permit:

- a. Agricultural activities, except for livestock enclosures.
- b. Watercourse maintenance activities if carried out in accordance with applicable New York State DEC standards, requirements, and permits.
- c. The following activities related to the maintenance and upkeep of property:
 - i. Lawn care, except for the application of chemical fertilizers and pesticides.
 - ii. Gardening.
 - iii. Tree and shrub care.
 - iv. Removal of dead and deteriorating vegetation.
 - v. Planting of native riparian vegetation.
- d. Municipal utility crossings.
- e. Maintenance and reconstruction of municipal utilities.

4. Prohibited Activities

The following activities are prohibited:

- a. Installation of any septic tank, leach field, or other on-site sewage disposal facility.
- b. Storage or dumping of any waste material, or debris that would alter the natural contours or characteristics of the watercourse.
- c. New construction of accessory structures over 500 square feet in ground floor area.
- d. New construction of a principal structure.
- e. Watercourse alteration through piping, filling, or excavation.

7.2 FLOODPLAIN OVERLAY DISTRICT

A. Purpose

The Floodplain Overlay District is intended to minimize and prevent adverse effects of proposed development within areas of special flood hazard within the City of Saratoga Springs, by limiting the establishment of uses that may pose a danger to public health, safety, and property during times of flooding, and regulating development that may increase the potential impacts of a major storm event, or exacerbate impacts on land adjacent to the floodplain.

B. Applicability

The Floodplain Overlay District applies to all areas of special flood hazard within the jurisdiction of the City of Saratoga Springs, as identified on the Flood Insurance Rate Map (FIRM) for Saratoga County, New York published by the Federal Emergency Management Agency (FEMA) as amended.

C. Flood Damage Prevention

All lands within the Floodplain Overlay District are subject to the regulations of Chapter 120 (§120-1 – §120-21) of the City Code, Flood Damage Prevention, as amended.

7.3 HISTORIC REVIEW OVERLAY DISTRICT

A. Purpose

The Historic Review Overlay District is intended to protect, enhance, and preserve the landmarks and historic districts of Saratoga Springs in order to promote the many significant historic, landscape, architectural, and cultural resources that constitute its heritage.

B. Applicability and Review

The actions outlined in Section 13.9 are subject to historic review by the Design Review Board within the Historic Review Overlay District.

7.4 ARCHITECTURAL REVIEW OVERLAY DISTRICT

A. Purpose

The City finds that appropriate architectural design and the consistent quality of building exteriors directly contribute to the positive value of real property, the enhancement of community character, and the health, safety, and general welfare of the City's residents. Therefore, the intent of this section is to provide architectural standards for the construction, maintenance, and enhancement of structures within designated areas of the City.

B. Applicability and Review

The actions outlined in Section 13.9 are subject to architectural review by the Design Review Board within the Architectural Review Overlay District. In the event that a property is located in both the Architectural Review Overlay District and the Historic Review Overlay District, the requirements of the Historic Review Overlay District shall control.

C. Architectural Review Overlay District Boundaries

1. Where Architectural Review Overlay district boundaries are indicated as approximately following lot lines or projections thereof, said boundaries are construed to be coincident with such lines. Where district boundaries encompass more than 80% of a lot's area, the entire lot shall be subject to the Architectural Review provisions of Section 13.9.
2. For Architectural Review Overlay district boundaries aligned parallel or approximately parallel to major travel corridors and/or arterial streets, the following shall apply:
 - a. Any lot or zoning lot indicated on the overlay map to be partially within the Architectural Review Overlay District which contains a lot line abutting the travel corridor or arterial street shall be subject to the Architectural Review provisions of Section 13.9 to the full extents of the zoning lot.

Article 7. Special Purpose Districts

- b. A zoning lot indicated on the overlay map to be partially within the Architectural Review Overlay District which does not contain any lot line abutting the travel corridor or arterial street shall be subject to the Architectural Review provisions of Section 13.9 to the full extents of the zoning lot if 50% or more of the length of the front lot line is within the indicated boundaries of the overlay district. If more than 50% of the length of the front lot line is not within the indicated boundaries of the overlay district, the zoning lot is not subject to Architectural Review.
3. Where the application of this section leaves doubt as to the applicability of the requirements of the Architectural Review Overlay District for a specific lot or zoning lot, the Zoning Officer shall determine whether the lot or zoning lot is subject to Architectural Review.

Article 8. Uses

- 8.1 GENERAL USE REGULATIONS
- 8.2 USE MATRIX
- 8.3 USE RESTRICTIONS
- 8.4 PRINCIPAL USE DEFINITIONS AND STANDARDS
- 8.5 TEMPORARY USE DEFINITIONS AND STANDARDS

8.1 GENERAL USE REGULATIONS

- A. No structure or land may be used or occupied unless allowed as a permitted use or special use, or by use variance within the zoning district.
- B. Any use that is not included in the use matrix and cannot be interpreted as part of a use within the matrix is prohibited in all districts.
- C. All uses must comply with the use standards of Section 8.4, when applicable, as well as all other regulations of this Ordinance.
- D. All uses must comply with any applicable federal and state ordinances and requirements, as well as any additional City ordinances.
- E. Certain uses are defined to include ancillary uses, which may be listed separately in the use matrix, when they provide necessary support and/or are functionally integrated into the principal use.
- F. All special uses require site plan review unless specifically indicated as exempt. In addition, section 13.5 may require site plan review for certain uses in all cases.

8.2 USE MATRIX

Table 8-A: Use Matrix identifies the principal and temporary uses allowed within each zoning district.

- A. P indicates that the use is permitted by-right in the district provided the use conforms to the definition and any applicable use standards of Section 8.4.
- B. S indicates that the use is a special use in the district and requires special use permit.
- C. For temporary uses, a T indicates the temporary use is allowed in the district and may require approval of a temporary use permit per the standards of Section 8.5.
- D. If a cell is blank, the use is not allowed in the district.

8.3 USE RESTRICTIONS

Additional use restrictions apply as follows. Additional restrictions on uses may be found in other sections of this Ordinance:

- A. Section 5.2.B includes additional use restrictions for uses within the INST-HTR District.
- B. Section 8.4.II includes additional use restrictions for multi-family dwellings within the UC District.

TABLE 8-A: USE MATRIX																							
See Section 8.4 for Use Definitions and Standards																							
P = Permitted Principal Use // S = Special Use, Principal Use // T = Permitted Temporary Use																							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Adult Care Facility						S				S	S	S	P		S	S							
Adult Use											S	S										S	
Agriculture	P																						
Amusement Facility - Indoor											P	P		S	P								
Amusement Facility - Outdoor											S			S	S			S					
Animal Care Facility - Large Animal	P																	S					
Animal Care Facility - Small Animal with Outdoor Areas	S									S	S				S	S							
Animal Care Facility - Small Animal with No Outdoor Areas	P									P	P	P			P	P							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Animal Grooming Establishment								P	S	P	P	P			P	P							
Art Gallery								P	P	P	P	P			P	P	P						
Artisan Live/Work								P	P	P													
Arts and Fitness Studio								P	P	P	P	P			P	P							
Bed and Breakfast	S	S	S	S	S	S		S	S	S			S										
Body Modification Establishment								P	P	P	P	P			P								
Broadcasting Facility TV/Radio-With Antenna																	P				P		
Broadcasting Facility TV/Radio-No Antenna								P	P	P	P	P			P	P	P				P		
Campground																				P			
Car Wash											S				S	S							
Cemetery	S			S	S															P			
Children's Home	S	S	S	S	S	S		S		S													

TABLE 8-A: USE MATRIX																							
See Section 8.4 for Use Definitions and Standards																							
P = Permitted Principal Use // S = Special Use, Principal Use // T = Permitted Temporary Use																							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Commercial Kitchen (Standalone)										P	P	S			P	P	P				P		
Community Center		S	S	S	S	S		P	P	P	P	P	P		P	P	P		P	P			
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Country Club	S															S				P			
Cultural Facility								P	P	P	P	P		P	P	P	P	S	P	P			
Day Care Center: Child Day Care Center								S	S	S	P	P	P		P	P	P		P				
Day Care Center: Small Day Care Center								S	S	P	P	S			P	P	P		P				
Day Care Home: Family Day Care Home	P	P	P	P	P	P		P	P	P	P												
Day Care Home: Group Family Day Care Home	P	P	S	S	S	S		S	S	P													
Day Care Home: Social Adult Day Care	S	S	S	S	S	S		S	S	S	S		P										
Dormitory																	P	S					
Drive-Through Facility											S				S	S							
Drug Treatment Clinic													S		S								
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Dwelling - Caretaker																		S					S
Dwelling – Historic Carriage House/Barn	S	S	S	S	S	S																	
Dwelling - Manufactured Home							P																
Dwelling - Multi-Family: Above the Ground Floor						P				P	P	P			P	P							
Dwelling - Multi-Family: Residential Only Structure						P				P	S	S			S	S							
Dwelling - Secondary Dwelling Unit					P	P		S	S	S													
Dwelling - Single-Family	P	P	P	P	P	P		P	P	P	P		P		P	S	S	S					
Dwelling - Single-Family - Attached					P	P		P	P	P	P		P		P	S	S						
Dwelling - Townhouse						P		P	P	P	P				S	S	S						

TABLE 8-A: USE MATRIX																							
See Section 8.4 for Use Definitions and Standards																							
P = Permitted Principal Use // S = Special Use, Principal Use // T = Permitted Temporary Use																							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Dwelling - Two-Family					P	P		P	P	P	P		P		P	S	S						
Eating and Drinking Establishment - More Than 40 Seats											P	P	S	P	P	P		S					
Eating and Drinking Establishment - 40 Seats or Less								P	P	P	P	P	S	P	P	P		S					
Educational Facility - Primary or Secondary	S	S	S	S	S	S											P						
Educational Facility - University or College											P	P					P						
Educational Facility - Vocational								S		S	P	P	P		P	P	P		P		P	P	
Extraction of Stone Sand Gravel - May Include Concrete Mix Plant, Asphalt Mix Plant																							P
Family-Type Homes for Adults	P	P	P	P	P	P		P	P	P	P						P						
Financial Institution										P	P	P	P		P	P	P				P		
Financial Institution, Alternative															S								
Food Bank																					P		
Food Pantry										P	P	P			P	P							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Food Truck Park										S	S		S	S	S		S	S		S	S		
Freight Terminal																						S	
Funeral Home					S										S	S							
Gas Station															S						S	S	
Golf Course/Driving Range	S																			P			
Greenhouse/Nursery	S														S	S				P			
Health Spa										S	S	S	S		S	S				S			
Heavy Equipment Sales, Service, and Storage																					S	S	
Horse Race Track																		P					

TABLE 8-A: USE MATRIX																							
See Section 8.4 for Use Definitions and Standards																							
P = Permitted Principal Use // S = Special Use, Principal Use // T = Permitted Temporary Use																							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Horse Stable, Commercial	S																	S		S			
Hospital													P				P						
Hotel - 20 or Less Guestrooms						S				S	P	P		S	P	P							
Hotel - More Than 20 Guestrooms											P	P			P	P							
Industrial Design								P	P	P	P	P			P	P	P				P	P	
Industrial - Artisan - No Outdoor Storage or Activity									P	P	P	P			P	P					P	P	
Industrial - Artisan - With Outdoor Storage or Activity									S	S	S	S			S	S					P	P	
Industrial - General																			P			P	
Industrial - Light																					P	P	
Inn	S	S	S	S	S	S				S	P	P	S	S	P	P							
Live Performance Venue									S	S	P	P		S			P			S			
Lodging House	S	S	S	S	S	S		S	S	S													
Manufactured Home Park							P																
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Marijuana Dispensary											S				S	S							
Marina	S													P						S			
Medical/Dental Office										P	P	P	P		P	P							
Micro-Production of Alcohol	S							S	S	S	P	P		S	P	P					P		
Neighborhood Commercial Establishment		S	S	S	S	S																	
Office								P	P	P	P	P	P		P	P	P		P				
Outdoor Dining								S	S	P	P	P		P	P	S		S					
Outdoor Storage Yard																					P	P	
Park/Playground	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P			

TABLE 8-A: USE MATRIX																							
See Section 8.4 for Use Definitions and Standards																							
P = Permitted Principal Use // S = Special Use, Principal Use // T = Permitted Temporary Use																							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Parking Lot (Principal Use)																	P		P		P	P	
Parking Structure (Principal Use)											S	S	S		S		P	S	P		P	P	
Passenger Terminal											S				S	S			S				
Personal Service Establishment - 2,000sf or Less GFA								P	P	P	P	P	P	P	P	P							
Personal Service Establishment - More Than 2,000sf GFA										P	P	P		P	P	P							
Place of Worship	S	S	S	S	S	S	S	P	P	P	P	P	P		P	P	P						
Private/Social Club	S	S	S	S	S	S		P	P	P	P	P			P	P							
Reception Facility											S	S		S	S	S							
Research and Development																	P				P	P	
Residential Care Facility						S				S	S	S	P		S	S							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Retail Goods Establishment - 2,000sf or Less GFA								P	P	P	P	P		P	P	P							
Retail Goods Establishment- More Than 2,000sf GFA											P	P		P	P	P							
Rooming House, Small - Owner Occupied	P	P	P	P	P	P		P	P	P	P												
Rooming House, Small - Non-Owner	P	P	P	P	P	P		P	P	P	P												
Rooming House, Medium - Owner Occupied	S	S	S	S	S	S		S	S	S	S												
Rooming House, Medium - Non-Owner	S	S	S	S	S	S		S	S	S	S												
Rooming House, Large - Owner Occupied		S	S	S	S	S		S		S	S												
Rooming House, Large - Non-Owner		S	S	S	S	S		S		S	S												
Self-Storage Facility: Enclosed											S				S						P	P	
Self-Storage Facility: Outdoor																					P	P	
Shelter, Domestic Violence	P	P	P	P	P	P		P	P	P	P	P	P										

TABLE 8-A: USE MATRIX																							
See Section 8.4 for Use Definitions and Standards																							
P = Permitted Principal Use // S = Special Use, Principal Use // T = Permitted Temporary Use																							
PRINCIPAL USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Shelter, Emergency											S	S	P		P	P			P				
Shelter, Homeless											S	S	S		S	S							
Social Service Center								S	S	P	P	P	P		P	P	P		P				
Solar Energy System - Tier 3	S																S		S		S	S	
Specialty Food Service								P	P	P	P	P			P	P							
Transitional Living Facility			S	S	S	P				P	P	P											
Vehicle Dealership - Outdoor															S								
Vehicle Dealership - Enclosed Only											S				S								
Vehicle Operation Facility																					P	P	
Vehicle Rental - Outdoor															S								
Vehicle Rental - Enclosed Only											S	S			S								
Vehicle Repair/Service											S				S								
Warehouse																					P	P	
Wholesale Establishment																					P	P	
Wind Energy System	S																		S		S	S	
Wireless Telecommunications Facilities *Allowed subject to the standards of Section 8.4	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

TABLE 8-A: USE MATRIX See Section 8.4 for Use Definitions and Standards																							
P = Permitted Principal Use // S = Special Use, Principal Use // T = Permitted Temporary Use																							
TEMPORARY USE	RR	SR	UR-1	UR-2	UR-3	UR-4	R-MHP	NCU	AC	UN T4	NC T5	UC T6	OMB	WRB	GC-U	GC-R	INST-ED	INST-HTR	INST-MP	INST-PR	IND-L	IND-G	IND-X
Farmers Market	T	T						T	T	T	T	T	T	T	T	T	T	T	T	T			
Farmstand	T	T	T	T	T	T		T	T	T				T	T	T	T	T	T	T			
Mobile Food Vendor								T	T	T	T		T	T	T	T	T	T	T	T	T	T	
Real Estate Project Sales Office/Model Unit	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T						
Temporary Cell on Wheels (COW)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
Temporary Contractor's Office and Contractor's Yard	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
Temporary Manufactured Home Dwelling	T	T	T	T	T	T																	
Temporary Outdoor Entertainment	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T			
Temporary Outdoor Sales	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T			
Temporary Outdoor Storage Container	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T

8.4 PRINCIPAL USE DEFINITIONS AND STANDARDS

A. Adult Care Facility (ACF)

1. Definition

A facility that provides long-term, non-medical residential services to five or more adults who are substantially unable to live independently due to physical, mental, or other limitations associated with age or other factors. ACFs are not licensed to provide for nursing or medical care. ACFs include adult homes and assisted living facilities as defined and licensed by New York State.

2. Standards

- a. An ACF must be licensed by and follow all regulations established by New York State. For an ACF that operates as an assisted living facility, additional licenses are required by New York State.
- b. ACFs must meet the dimensional and design standards of multi-family dwellings.

B. Adult Use

1. Definition

A business that sells or disseminates explicit sexual material, and at which access to the public display of explicit sexual material is restricted to persons 18 years of age or older. An adult bookstore, adult cabaret, or adult motion picture theater are considered adult uses and are defined as follows:

a. Adult Retail

A business which offers for sale or rent 15% or more of materials any of the following: publications, books, magazines, periodicals, photographs, films, motion pictures, video cassettes, DVD, or other video reproductions, or other visual representations that depict or describe specified sexual activities or specified anatomical areas, or instruments, devices, or paraphernalia that are designed for use in connection with specified sexual activities.

b. Adult Arcade

A business where, for any form of consideration, one or more still or motion picture projectors, slide projectors or similar machines are used to show films, motion pictures, video cassettes, DVD, slides, computer generated graphics, or other photographic reproductions which are characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas.

c. Adult Cabaret

A business that features dancers, go-go dancers, exotic dancers or similar entertainers, or live entertainment, in which persons regularly appear in a state of nudity, or where live performances are characterized by the exposure of specified anatomical areas or by specified sexual activities. Adult cabaret establishments specifically exclude minors, or minors are specifically prohibited by statute or ordinance, regardless of whether any such business is licensed to sell alcoholic beverages.

d. Adult Motion Picture Theater

A business used for presenting motion pictures that are distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas for observation by patrons.

e. Adult Hotel/Motel

A hotel or motel or similar business establishment that rents, leases or lets any room for less than a six hour period, or rents, leases or lets any single room more than twice in a 24 hour period.

f. Additional Related Definitions

The following definitions describe the sexually-oriented activities contained within the general definitions for the above adult uses:

i. Sexually Oriented Devices

Any artificial or simulated specified anatomical area or other device or paraphernalia that is designed in whole or part for specified sexual activities.

ii. Specified Anatomical Area

Less than completely and opaquely covered genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola, or human male genitals in a discernible turgid state, even if completely and opaquely covered.

iii. Specified Sexual Activities

Any activity that includes human genitals in a state of sexual stimulation or arousal; acts of human masturbation, sexual intercourse, or sodomy; or fondling or erotic touching of human genitals, pubic regions, buttocks, or female breasts, even if completely and opaquely covered.

2. Standards

a. Adult uses are recognized as having serious negative secondary effects such as increased crime rates, decreased property values, curtailed retail trade, deterioration of the quality of life, and spread of sexually transmitted diseases.

b. The adverse impacts are compounded when several establishments are concentrated under certain circumstances and in close proximity of one another, thereby having a deleterious effect upon the adjacent area. Special regulation of such uses is necessary to ensure that these adverse effects will not contribute to the blighting or downgrading of the surrounding neighborhood and, thereby, have a direct deleterious effect on the health, safety and general welfare of the City and its inhabitants. These supplemental regulations are for the purpose of preventing a concentration of this use in any one area.

c. No adult use is permitted within 2,500 feet from the nearest property line of any educational facility - primary or secondary, cultural facility, park/playground, or place of worship.

d. No adult use is permitted within 2,500 feet from the nearest property line of any other adult use.

e. In addition to the penalties of Article 20, a violation of this section is punishable by a fine not exceeding \$1,000, or by imprisonment not exceeding six months, or by both fine and imprisonment. Each day, or any portion thereof, in which any violation of this section is committed or continued constitutes a separate offense. In addition to these penalties, the City may institute any appropriate action or proceedings to enjoin the establishment or continuance of such use in violation of the provisions hereof, or take such other legal or administrative action deemed necessary or desirable to correct or abate such violation.

C. Agriculture

1. Definition

Land and associated structures used to grow crops and/or raise livestock for sale, personal food production, donation, and/or educational purposes. The agriculture use includes dormitories that are accessory to the principal activity of agriculture. Agriculture also includes the use of farmstands for the sale of crops grown on the premises.

2. Standards

A manufactured home used as a dwelling is permitted for farm workers within State-established Agricultural Districts.

D. Amusement Facility - Indoor

1. Definition

A facility for spectator and participatory uses conducted within an enclosed building, such as movie theaters, sports arenas, bowling alleys, tumbling centers, skating centers, roller rinks, escape room/physical adventure game facilities, and pool halls. Indoor amusement facilities do not include live performance venues. An indoor amusement facility may include uses such as, but not limited to, concession stands, eating and drinking establishments, and retail sales as ancillary uses.

E. Amusement Facility - Outdoor

1. Definition

A facility for spectator and participatory uses conducted outdoors or within partially enclosed structures, such as outdoor sports stadiums, batting cages, and miniature golf courses. An outdoor amusement facility may include uses such as, but not limited to, concession stands, eating and drinking establishments, and retail sales as ancillary uses. Outdoor amusement facilities do not include horse race tracks.

F. Animal Care Facility – Large Animal

1. Definition

An establishment that provides care for large animals, such as horses and cattle, including veterinary offices for the treatment of animals, where animals may be boarded during their convalescence. For those that do not treat animals on-site and no animals are brought to the office, such establishments are treated as an office use.

G. Animal Care Facility – Small Animal

1. Definition

An establishment which provides care for domestic animals, including veterinary offices for the treatment of animals, where animals may be boarded during their convalescence, animal training centers and clubs, and pet boarding facilities, where animals are boarded during the day and/or for short-term stays. An animal care facility - small animal may also include grooming services.

2. Standards

These standards do not apply to any animal shelters operated by a City agency.

- a. Animal care facilities with outdoor areas must locate outdoor exercise areas in the rear yard.
- b. Outdoor exercise areas for animal care facilities must provide covered areas over a minimum of 30% of the area to provide shelter against sun/heat and weather. A solid fence a minimum of six feet and a maximum of seven feet in height is required along the perimeter of all outdoor exercise areas.
- c. Animal care facilities must locate all overnight boarding indoors.
- d. All animal quarters and exterior exercise areas must be kept in a clean, dry, and sanitary condition.

H. Animal Grooming Establishment

1. Definition

An establishment that provides grooming services for domestic animals.

I. Art Gallery

1. Definition

An establishment that sells, loans and/or displays paintings, sculpture, photographs, video art, or other works of art. Art gallery does not include a cultural facility, such as a library or museum, which may also display paintings, sculpture, photographs, video art, or other works.

J. Artisan Live/Work

1. Definition

A structure combining a dwelling unit with arts-related activities, such as painting, photography, sculpture, music and film, principally used by one or more of the residents. If the use is allowed in the district, the dwelling may be combined with an arts and fitness studio (excluding any private exercise studios for private sessions with trainers and/or private classes), art gallery, artisan industrial (no outdoor storage or activity), or industrial design that is principally used by one or more of the residents. The property owner must obtain a building permit and/or certificate of occupancy to establish an Artisan Live/Work or to revert an Artisan Live/Work to a dwelling unit.

K. Arts and Fitness Studio

1. Definition

An establishment where an art or activity is taught, studied, or practiced such as dance, martial arts, photography, music, painting, gymnastics, pilates, or yoga. An arts and fitness studio also includes private exercise studios for private sessions with trainers and/or private classes; health clubs are not an arts and fitness studio, but rather a personal service establishment.

L. Bed and Breakfast

1. Definition

A converted single-family or two-family dwelling where a resident/owner provides lodging for less than 30 days for a daily fee in no more than five guest rooms and prepares meals for guests. A bed and breakfast may include dining facilities for the guests. A bed and breakfast may only result from the conversion of a single-family or two-family dwelling.

2. Standards

- a. A bed and breakfast is limited to a maximum of five guestrooms.
- b. The exterior of a bed and breakfast use must maintain its original appearance as a single-family or two-family dwelling. No parking may be located in front of the front building facade.
- c. Cooking equipment is prohibited in individual guestrooms. However, this does not include a mini-refrigerator, coffee maker, and/or a microwave, which are allowed.
- d. No retail sales are permitted with the exception of ancillary retail of related items, such as souvenirs, postcards, and snack items.
- e. No bed and breakfast may operate an eating and drinking establishment. Meals may only be served to registered guests.
- f. One sign, either freestanding, window, or wall, is permitted. Such sign may not exceed six square feet in sign area. Freestanding signs are limited to five feet in height and must be a minimum of five feet from any lot line.

M. Body Modification Establishment

1. Definition

An establishment that offers tattooing services, body piercing, and/or non-medical body modification. Body modification establishment does not include an establishment that offers only ear piercing as an ancillary service.

N. Broadcasting Facility - TV/Radio

1. Definition

A facility engaged in broadcasting and information relay services for radio and television signals, including studio facilities. A broadcasting facility may or may not include antennas to broadcast the signal.

O. Campground

1. Definition

Land used for camping in tents, camp trailers, travel trailers, or similar movable or temporary sleeping quarters.

2. Standards

- a. The minimum area for a campground is six acres.
- b. All campgrounds must be licensed by and follow all regulations established by New York State.

c. Management headquarters, recreational facilities, coin operated laundry facilities, cabins for counselors, overnight accommodations, living space, and other uses and structures customarily associated with the operation of a campground are permitted.

d. Storage of equipment must be within enclosed structures.

e. Year-round residency is prohibited at any campground. Use of camping units or recreational vehicles as a principal residence is prohibited. This excludes any structures erected for a caretaker or campground manager, which may be a year-round residency.

f. A 30 foot perimeter setback from the lot line of the campground is required. No structures or campsites are allowed within this setback. The perimeter setback must be landscaped with shrubs spaced sufficiently to form a continuous linear hedgerow at plant maturity, and one shade or evergreen tree planted at an average of one tree for every 30 linear feet. Preservation of existing vegetation is encouraged and may be substituted for the required plantings.

P. Car Wash

1. Definition

An establishment for the washing and cleaning of vehicles or other light duty equipment, whether automatic, by hand, or self-service. The car wash facility may be within an enclosed structure, an open bay structure, or similar configurations.

2. Standards

When a car wash abuts the lot line of a residential or residential mixed-use district, it must be screened along the applicable lot line as follows:

a. Along the rear lot line with a solid fence or wall, a minimum of six feet and a maximum of eight feet in height.

b. Along the interior side lot line with a solid fence or wall, a minimum of six feet and a maximum of eight feet in height up to the residential lot's front yard line. At the front yard line, the fence must be a minimum of 3.5 feet and a maximum of four feet.

Q. Cemetery

1. Definition

Land and structures reserved for the interring of human remains or the interring of animal remains. Cemeteries may include structures for performing religious ceremonies related to the entombment of the deceased, mortuaries, including the sales of items related to the internment of remains, and related accessory structures, such as sheds for the storage of maintenance equipment. Cemeteries may also include crematoriums and embalming facilities.

R. Children's Home

1. Definition

A residential facility that provides housing for and care to minors which exceeds the limitations of New York State definitions for group home or single-family residence.

2. Standards

All children's homes must be licensed by and follow all regulations established by New York State.

S. Commercial Kitchen (Standalone)

1. Definition

A certified shared commercial kitchen in which individuals or businesses prepare value-added food products and meals, usually paying an hourly or daily rate to lease a space shared by others.

2. Standards

All commercial kitchens must be licensed by and follow all regulations established by New York State.

T. Community Center

1. Definition

A facility used as a place of meeting, recreation, or social activity, that is open to the public and is not operated for profit, and offers a variety of educational and community service activities. As an ancillary function, a community center may also serve as a local “food hub” where regionally grown food, including value added food, can be grown and/or brought for distribution and sale.

U. Community Garden

1. Definition

Fruits, flowers, vegetables, or ornamental plants cultivated by a group of people rather than a single individual or single household.

2. Standards

a. Community gardens are limited to the cultivation of herbs, fruits, flowers, or vegetables, including the cultivation and tillage of soil and the production, cultivation, growing, and harvesting of any agricultural, floricultural, or horticultural commodity. It may also include community-gathering spaces for active or passive recreation but playground equipment is ancillary.

b. The keeping of livestock, chickens or other poultry, and any aquaculture is prohibited. Apiaries are permitted.

c. Greenhouses, including high tunnels/hoop-houses, cold-frames, and similar structures, are permitted to extend the growing season. Accessory structures, including but not limited to, sheds, gazebos, and pergolas, are also permitted. All accessory structures must be located a minimum of five feet from any lot line.

d. On-site composting is permitted.

e. Farmstands are permitted and are limited to sales of items grown at the site. Farmstands must be removed from the premises during the time of the year when the use is not open to the public. Only one farmstand is permitted per lot.

V. Country Club

1. Definition

An establishment open to members, their families, and invited guests organized and operated for social and recreation purposes and which has indoor and/or outdoor recreation facilities. A Country Club may include ancillary uses such as eating and drinking establishments, meeting rooms, and maintenance facilities.

W. Cultural Facility

1. Definition

A facility open to the public that provides access to cultural exhibits and activities including, but not limited to, museums, cultural or historical centers, non-commercial galleries, historical societies, and libraries. A cultural facility may include uses such as, but not limited to, retail sales of related items and eating and drinking establishments as ancillary uses.

X. Day Care Center: Child Day Care Center

1. Definition

A licensed facility where child day care is provided on a regular basis to more than six children for more than three hours per day per child for compensation or otherwise.

2. Standards

- a. Each day care center must be licensed by and follow all regulations established by New York State.
- b. A day care center must provide a pickup/drop off area. When a day care center is part of a multi-tenant retail center, the pickup/drop off area must not interfere with vehicle circulation in the parking lot, including blocking of the drive aisle.
- c. Day care centers must meet all city and state fire safety codes.

Y. Day Care Center: Small Day Care Center

1. Definition

A licensed facility where child day care is provided on a regular basis for three to six children for more than three hours per day per child for compensation or otherwise.

2. Standards

- a. Each day care center must be licensed by and follow all regulations established by New York State.
- b. A day care center must provide a pickup/drop off area. When a day care center is part of a multi-tenant retail center, the pickup/drop off area must not interfere with vehicle circulation in the parking lot, including blocking of the drive aisle.
- c. Day care centers must meet all city and state fire safety codes.

Z. Day Care Center: Family Day Care Home

1. Definition

A program caring for children for more than three hours per day per child in which child day care is provided in a family residence for three to six children.

2. Standards

- a. Each day care home must be licensed by and follow all regulations established by New York State.
- b. The exterior of a day care home must maintain its original appearance as a dwelling. No visitor parking may be located in the front yard.
- c. One sign, either freestanding, window, or wall, is permitted. Such sign may not exceed six square feet in sign area. Freestanding signs are limited to five feet in height and must be a minimum of five feet from any lot line.

AA. Day Care Home: Family Day Care Home, Group

1. Definition

A program caring for children for more than three hours per day per child in which child day care is provided in a family residence for seven to twelve children.

2. Standards

- a. Each day care home must be licensed by and follow all regulations established by New York State.
- b. The exterior of a day care home must maintain its original appearance as a dwelling. No visitor parking may be located in the front yard.
- c. One sign, either freestanding, window, or wall, is permitted. Such sign may not exceed six square feet in sign area. Freestanding signs are limited to five feet in height and must be a minimum of five feet from any lot line.

BB. Day Care Home: Social Adult Day Care

1. Definition

A structured, comprehensive program which provides functionally impaired individuals with socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period.

2. Standards

- a. Social adult day care facilities must be licensed by and follow all regulations established by New York State.
- b. Facilities must meet all city and state fire and safety codes.

CC. Dormitory

1. Definition

A building designed and intended to be used principally for sleeping accommodations related to the other principal use on the site, such as an educational or public institution, or agricultural use, typically with a common kitchen and common gathering rooms for social purposes.

2. Standards

- a. All dormitories must be associated within a principal use.
- b. Dormitory rooms must be reserved for those working at or enrolled in the principal use, whether compensation is required or not.
- c. Dormitories are prohibited for use as hotels.
- d. Dormitories must meet all city and state fire safety codes.

DD. Drive-Through Facility

1. Definition

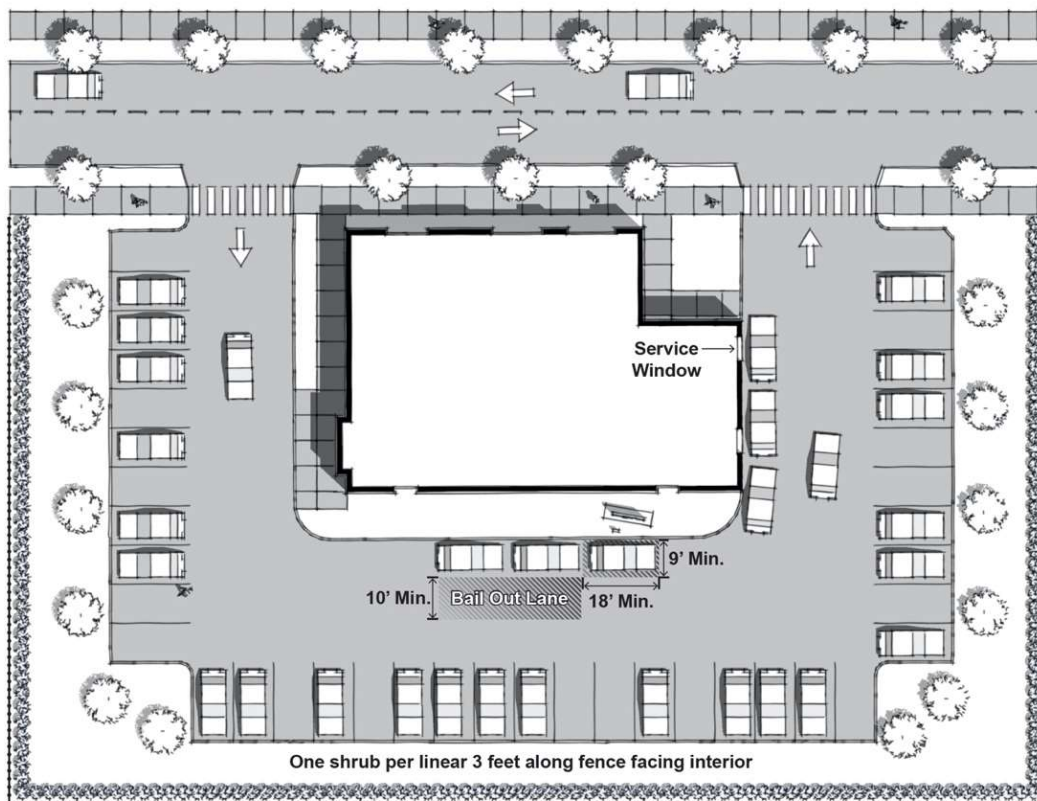
That portion of a business where business is transacted directly with customers via a service window that allows customers to remain in their vehicle. A drive-through facility must be approved separately as a principal use when in conjunction with another principal uses such as eating and drinking establishments and financial institutions. A standalone ATM is considered a drive-through facility for the purposes of this definition.

2. Standards

- a. All drive-through facilities must provide a minimum of four stacking spaces per lane or bay, unless otherwise required by Article 10. Stacking spaces provided for drive-through uses must be:
 - i. A minimum of nine feet in width, as measured from the outermost point of any service window or bay entrance, to the edge of the driveway, and 18 feet in length. In the case of a recessed service window, the measurement is taken from the building wall.
 - ii. Stacking spaces must begin behind the vehicle parked at a final point of service exiting the drive through aisle, such as a service window or car wash bay (this does not include a drive-through sign). Spaces must be placed in a single line behind each lane or bay.
- b. All drive-through lanes must be located and designed to ensure that they do not adversely affect traffic circulation on adjoining streets. Drive-through lanes on corner lots must not route exiting traffic into adjacent residential or residential mixed-use neighborhoods.
- c. When a drive-through facility abuts the lot line of a residential or residential mixed-use district, it must be screened along the applicable lot line as follows:

- i. Along the rear lot line with a solid fence or wall, a minimum of six feet and a maximum of eight feet in height.
- ii. Along the interior side lot line with a solid fence or wall, a minimum of six feet and a maximum of eight feet in height up to the residential lot's front yard line. At the front setback line, the fence may be reduced to a minimum of four feet.
- iii. One shrub must be planted for every three linear feet and spaced sufficiently to form a continuous linear hedgerow at plant maturity; plantings must be placed inside the fence oriented to the interior of the lot.
- d. A drive through lane must have bail out capability for all vehicles that enter the drive through lane. The bail out lane must be a minimum width of ten feet in width and run parallel to the drive through lane. If a bail out lane is also an interior access drive providing access to parking spaces, the bail out lane is limited to a one-way traffic pattern following the direction of the drive through lane.

DRIVE-THROUGH FACILITY



EE. Drug Treatment Clinic

1. Definition

A licensed facility authorized by the state to administer drugs including, but not limited to, methadone or suboxone, in the treatment, maintenance, or detoxification of persons.

2. Standards

- a. An indoor waiting area for intake and/or appointments is required. No queuing may occur outside.
- b. Security lighting is required. The lighting must be stationary, directed away from adjacent properties and public rights-of-way, and of an intensity compatible with the surrounding area.

- c. There must be a 1,000 foot separation between drug treatment clinics.
- d. A drug treatment clinic cannot be located within 1,000 feet of a residential or residential mixed-use district or within 1,000 feet of an educational facility – primary/secondary, or child day care center and small day care center.

FF. Dwelling - Caretaker

1. Definition

A dwelling associated with a nonresidential use, occupied by a person who oversees the nonresidential use.

2. Standards

- a. All caretaker dwellings must be associated with a principal use.
- b. Caretaker dwellings must be occupied by a caretaker employed or contracted by the principal use.
- c. Caretaker dwellings are prohibited for use as hotels or as principal dwelling units.

GG. Dwelling - Historic Carriage House/Barn

1. Definition

An outbuilding that was either a: 1) historic carriage house that historically served as storage of horse-drawn carriages and tack, and sometimes contained living quarters for grooms and coachmen, or 2) barn, which is a structure for the storage of farm products or feed, housed farm animals, and/or stored farm equipment, which has been converted into a second dwelling unit on the lot.

2. Standards

- a. Conversion of a historic carriage house or barn into a dwelling is only allowed on a lot with one single-family dwelling.
- b. Only historic carriage houses or barns listed or eligible for listing as historic properties on the local, state, or national historic register or are listed or eligible for listing as contributing properties to the historic district are eligible to be used as a second dwelling on the same lot as principal dwelling.
- c. A building permit is required to convert a historic carriage house or barn into a dwelling.
- d. Once a historic carriage house or barn has been approved for use as a second dwelling on the same lot as principal dwelling, any initial or future alterations to the structure require historic review approval by the Design Review Board, whether or not located in an Architectural or Historic Review Overlay District. Any alterations must meet building code and no alterations may increase the size of the historic carriage house. Once a historic carriage house or barn has been approved for use as a second dwelling, it cannot be expanded, which includes an increase to the building footprint or the gross floor area.
- e. One of the dwelling units must be occupied by the owner of the property.
- f. Use of a historic carriage house or barn as a dwelling on the same lot as principal dwelling requires the provision of one additional off-street parking space.

HH. Dwelling - Manufactured Home

1. Definition

A manufactured home dwelling is a prefabricated structure that is regulated by the U.S. Department of Housing and Urban Development (HUD), via the Federal National Manufactured Housing Construction and Safety Standards Act of 1974, rather than local building codes. A manufactured home is built in a factory on an attached chassis before being transported to a site. Manufactured homes include those transportable factory built housing units built prior to the Federal National Manufactured Housing and Safety Standards Act (HUD Code), also known as mobile homes. Modular homes, prefabricated homes, precision built, and other terms that refer to constructing sections of a home away from the building site, then delivering them to the intended site are not considered manufactured homes and refer to the method of construction.

II. Dwelling - Multi-Family

1. Definition

A structure containing three or more dwelling units developed in a single building used for residential occupancy. A multi-family dwelling does not include a townhouse dwelling.

2. Standards

a. Types of Multi-Family Dwellings

Multi-family dwellings are regulated as two types:

i. Multi-Family Dwelling - Above the Ground Floor

A multi-family dwelling where the ground floor is designed and used for nonresidential uses. Such a multi-family dwelling may contain an office for building management and a lobby area within the ground floor but such facilities cannot be located along any facade that abuts a public street.

ii. Multi-Family Dwelling - Residential Structure Only

A multi-family dwelling where all floors are designed and used for dwelling units.

b. Design Standards

The following design standards apply to new multi-family construction and to any additions to an existing structure existing as of the effective date of this Ordinance that exceed 30% or more of the existing structure's square footage, unless exempted by Planning Board or Design Review Board during site plan review or design review, as applicable.

i. Facades must be designed with consistent materials and treatments that wrap around all facades. There must be a unifying architectural theme for the entire development, utilizing a common vocabulary of architectural forms, elements, materials, or colors in the entire structure.

ii. Building facades abutting a street or abutting the City Trail System must be articulated through the use of architectural elements to break up blank walls, add visual interest, and present a residential character. Such articulation must occur at intervals a maximum of 40 feet linear feet. Two or more of the following forms of building articulation must be incorporated:

(1) Modulation of the facade through the use of architectural features such as projections, indentations, overhangs, awnings, bays, canopies, and cornices. Building modulations must either project or be set back a minimum of two feet in depth, and must be a minimum of four feet in width.

(2) Provision of a balcony, bay window, patio, porch, terrace, or visually prominent ground-level entry within each interval.

(3) Changes in color, texture, or material. Such changes should occur at inside corners to convey solidity and permanence, and should not occur on a flat wall plane or an outside edge.

(4) Provision of lighting fixtures or other building ornamentation such as artwork, trellises, or green walls within each interval.

iii. A minimum transparency of 20% applies to any facade facing a street or abutting the City Trail System, and is calculated on the basis of the entire area of the facade.

iv. Development is subject to the public civic space requirements of Section 9.3.

v. Where private open space for residents is maintained along the City Trail System, any fencing that delineates the private open space from public space must be open fencing of at least 60% open design and no more than six feet in height. Privacy fencing is prohibited.

c. Prohibited Building Materials

i. The following building materials are prohibited on any facade:

- (1) Exterior insulating finish systems (EIFS)
- (2) T-111 composite plywood siding

ii. The following building materials are prohibited as a primary surface finish material on any facade. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material, unless a review by the Design Review Board, prior to site plan review, approves a greater percentage of use of these materials.

- (1) Corrugated metal
- (2) Aluminum, steel or other metal sidings
- (3) Exposed aggregate (rough finish) concrete wall panels
- (4) Plastic
- (5) Vinyl
- (6) Plain concrete block



JJ. Dwelling - Secondary Dwelling Unit

1. Definition

An additional detached dwelling unit associated with and incidental to a principal single-family dwelling on the same lot. A secondary dwelling unit has separate cooking and sanitary facilities, with its own means of ingress and egress, and is a complete, separate dwelling unit.

2. Standards

- a. A secondary dwelling unit, when allowed by Table 8-A, is only allowed on lots that meet the standards for a two-family dwelling but where the only principal building on the site is a single-family dwelling.

- b.** The single-family dwelling may not be converted to a two-family dwelling if a secondary dwelling unit is on site. The conversion of any area within the single-family dwelling to an additional dwelling unit nullifies any permissions for a secondary dwelling unit.
- c.** Both the principal structure and the secondary dwelling unit must meet all district standards for a two-family dwelling with the exception of the following:
 - i.** A detached secondary dwelling unit is limited to the height restrictions for general accessory structures in Section 9.5.
 - ii.** The front building line of the secondary dwelling unit must be ten feet behind the front building line of the principal structure or ten feet behind required front setback line of the district, whichever is greater.
- d.** No more than one secondary dwelling unit is allowed per lot.
- e.** One of the dwelling units must be occupied by the owner of the property.
- f.** In no case may the building footprint of the secondary dwelling unit exceed 60% of the primary dwelling's building footprint or 1,000 square feet, whichever is less..
- g.** The secondary dwelling unit must be designed so that the appearance of the primary structure remains that of a single-family dwelling. The entrance to the secondary dwelling unit must be located in such a manner as to be unobtrusive from the same view of the structure that encompasses the entrance to the principal single-family dwelling.
- h.** The addition of a secondary dwelling unit requires the provision of one additional off-street parking space.

KK. Dwelling - Single-Family

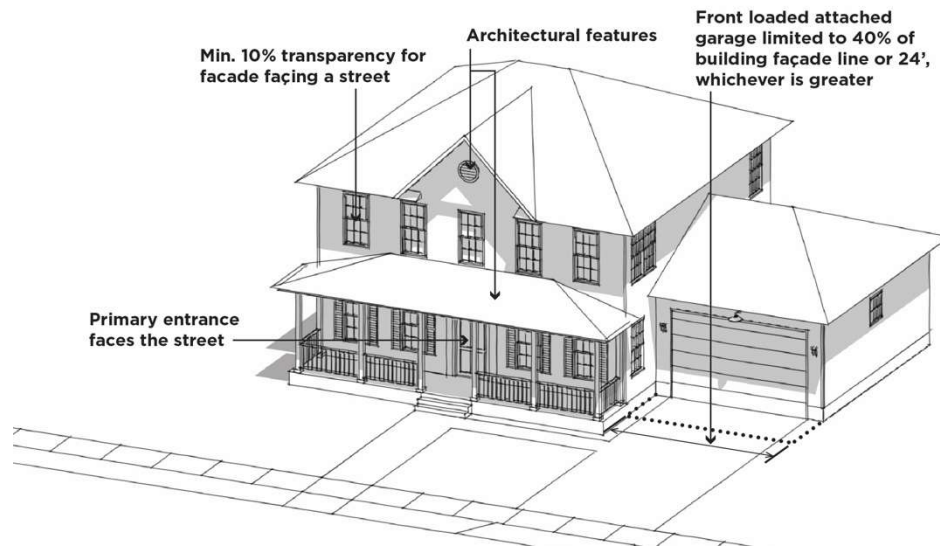
1. Definition

A structure containing only one dwelling unit on a single lot.

2. Standards

- a.** The dwelling must have a primary entrance from a facade facing the street. The front entry must be a dominant feature on the front elevation of a home and an integral part of the structure, using features such as porches, raised steps and stoops, or decorative railings to articulate the front facade. However, this standard does not apply to the RR and SR Districts.
- b.** Windows, entrances, porches, or other architectural features are required on all street-facing facades to avoid the appearance of blank walls.

SINGLE-FAMILY DWELLING



LL. Dwelling - Single-Family - Attached

1. Definition

A structure containing only one single-family dwelling unit on a single lot where it is attached at the interior side lot line by a party wall to another single-family dwelling. Each unit is on a separate lot and designed so that each unit has a separate exterior entrance and yard areas. A single-family - attached dwelling does not include a townhouse dwelling.

2. Standards

- a. The dwelling must have a primary entrance from a facade facing the street. The front entry must be a dominant feature on the front elevation of a home and an integral part of the structure, using features such as porches, raised steps and stoops, or decorative railings to articulate the front facade. However, this standard does not apply to the RR and SR Districts.
- b. Windows, entrances, porches, or other architectural features are required on all street-facing facades to avoid the appearance of blank walls.
- c. For single-family - attached dwellings, the interior side yard requirements do not apply to the interior side yard where the party wall for the structure is located.

MM. Dwelling - Townhouse

1. Definition

A structure consisting of three or more attached single-family dwelling units. Each dwelling unit extends from the foundation to the roof and is open on at least two sides. Each unit has a separate exterior entrance and yard areas. A townhouse dwelling does not include a multi-family dwelling.

2. Standards

a. Design Standards

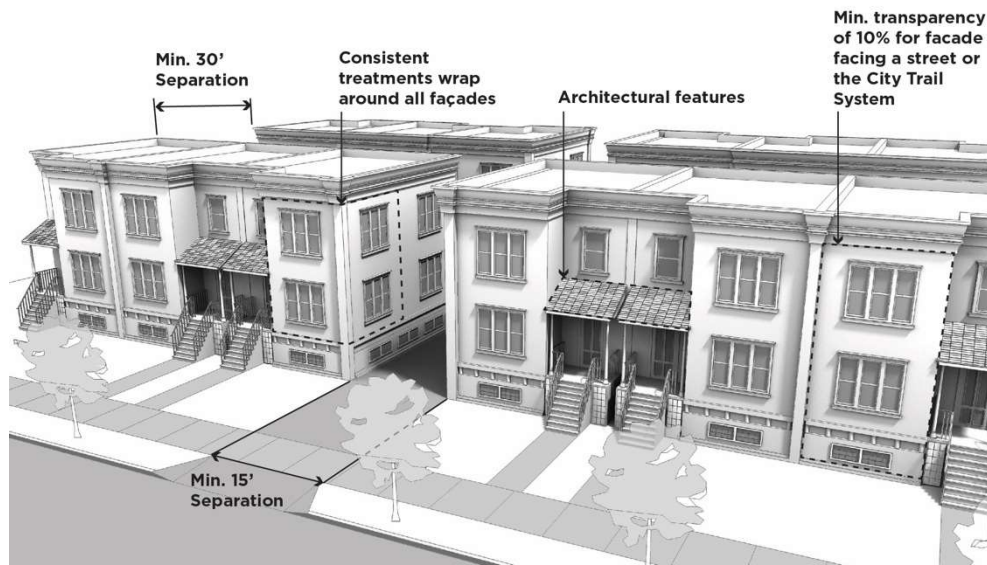
The following design standards new construction of townhouse developments and to any additions to a development existing as of the effective date of this Ordinance that exceed 30% or more of the existing structure's square footage, unless exempted by Planning Board or Design Review Board during site plan review or design review, as applicable.

- i. Windows, entrances, porches, or other architectural features are required on all street-facing facades to avoid the appearance of blank walls.
- ii. Facades must be designed with consistent materials and treatments that wrap around all facades. There must be a unifying architectural theme for the entire development, utilizing a common vocabulary of architectural forms, elements, materials, or colors in the entire structure.
- iii. Building facades abutting a street or abutting the City Trail System must be articulated through the use of architectural elements to break up blank walls and add visual interest.
- iv. A minimum transparency of 10% applies to any facade facing a street or abutting the City Trail System, and is calculated on the basis of the entire area of the facade.
- v. A minimum separation of 15 feet between townhouse dwellings within a larger development that contains multiple townhouse dwellings. However, where the front or rear wall of the townhouse development faces the front or rear wall of another townhouse development, the minimum required separation between such developments must be 30 feet. Driveways and parking areas may be located within this minimum separation area.
- vi. Development is subject to the public civic space requirements of Section 9.3.
- vii. Where private open space for residents is maintained along the City Trail System, any fencing that delineates the private open space from public space must be open fencing of at least 60% open design and no more than six feet in height. Privacy fencing is prohibited.

b. Prohibited Building Materials

- i. The following building materials are prohibited on any facade:
 - (1) Exterior insulating finish systems (EIFS)
 - (2) T-111 composite plywood siding
- ii. The following building materials are prohibited as a primary surface finish material on any facade. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material, unless a review by the Design Review Board, prior to site plan review, approves a greater percentage of use of these materials.
 - (1) Corrugated metal
 - (2) Aluminum, steel or other metal sidings
 - (3) Exposed aggregate (rough finish) concrete wall panels
 - (4) Plastic
 - (5) Vinyl
 - (6) Plain concrete block

TOWNHOUSE DWELLING



NN. Dwelling - Two-Family

1. Definition

A structure containing two dwelling units on a single lot.

2. Standards

- a. The dwelling must have at least one front entry from a facade facing the street. The front entry must be a dominant feature on the front elevation of a home and an integral part of the structure, using features such as porches, raised steps and stoops, or decorative railings to articulate the front facade. However, this standard does not apply to the RR and SR Districts.
- b. Windows, entrances, porches, or other architectural features are required on all street-facing facades to avoid the appearance of blank walls.

OO. Eating and Drinking Establishment

1. Definition

An establishment where food and/or drinks are prepared and provided to the public for on-premises consumption by seated patrons, carry-out, and/or delivery service. Restaurants and bars are considered eating and drinking establishments.

PP. Educational Facility - Primary or Secondary

1. Definition

A public, private, or parochial facility that offers instruction at the elementary, junior high, and/or high school levels. A pre-school may also be included as part of an elementary school.

QQ. Educational Facility - University or College

1. Definition

A facility for post-secondary higher learning that grants associate or bachelor degrees. The institution may also have research facilities and/or professional schools that grant master and doctoral degrees. Educational facilities – university or college include ancillary uses such as dormitories, cafeterias, eating and drinking establishments, retail sales, indoor or outdoor recreational facilities, and similar uses.

RR. Educational Facility - Vocational

1. Definition

A facility that offers instruction in industrial, clerical, computer, managerial, automotive, repair (electrical, plumbing, carpentry, etc.), or commercial skills, or a business conducted as a commercial enterprise, such as a school for general educational development or driving school. Educational facility - vocational also applies to privately operated schools that do not offer a complete educational curriculum.

SS. Extraction of Stone Sand Gravel - May Include Concrete Mix Plant, Asphalt Mix Plant

1. Definition

A site and any associated equipment and structures for the extraction of stone, sand, and gravel, including rock crushing and screening. This use may also include on-site concrete mix plants and asphalt mix plants.

TT. Family-Type Home for Adults (FTHA)

1. Definition

A private dwelling, licensed by the state, where the owner provides an atmosphere of household living for adults 18 years of age with physical or developmental disabilities, or because of advanced age, that do not require skilled medical and nursing services. A FTHA is limited to a maximum of four residents unrelated to the provider.

2. Standards

- a. A FTHA must be operated by a resident of the dwelling.
- b. Each FTHA must be licensed by and follow all regulations established by New York State.
- c. The exterior of a FTHA must maintain its original appearance as a dwelling. No visitor parking may be located in the front yard.
- d. No sign is permitted.

UU. Financial Institution

1. Definition

A bank, savings and loan, credit union, or mortgage office. Financial institution also includes check cashing establishments and currency exchanges.

VV. Financial Institution, Alternative

1. Definition

A financial service provided outside a traditional banking institution. An alternative financial institution includes payday loans, tax refund anticipation loans, car title loans, and cash for gold establishments.

2. Standards

There must be a 1,000 foot separation between alternative financial institutions.

WW. Food Bank

1. Definition

A non-profit organization that collects and distributes food to hunger relief organizations. Food is not distributed to those in need from a food bank.

XX. Food Pantry

1. Definition

A non-profit organization that provides food directly to those in need. Food pantries receive, buy, store, and distribute food. Food pantries may also prepare meals to be served at no cost to those who receive them. A food pantry may be an ancillary use of a place of worship, social service center, and/or homeless shelter.

YY. Food Truck Park

1. Definition

The use of land designed to accommodate food truck vendors offering food and/or beverages for sale to the public, which may include seating areas for customers.

2. Standards

- a. A food truck park requires site plan review approval by the Planning Board. Such requirement cannot be waived.
- b. A commissary for the use of food truck vendors is permitted.
- c. There must be a designated manager of the lot that is responsible for the orderly organization of food truck vendors, the cleanliness of the site, and the compliance with all rules and regulations during business hours. Such information must be clearly posted on the lot.
- d. The area must be kept clear of litter and debris at all times. Waste receptacles and/or recycling bins must be provided.
- e. A minimum of 20% of the food truck park lot area must be shared common area, not including any food truck sites and vehicle parking spaces. The common area should be designed for customer use, which includes elements such as seating areas, restroom facilities, and lawn and landscaped areas.
- f. Food truck parks may be standalone uses or may be located on a property with another principal use. These properties must be designed to be able to accommodate all required development standards for all principal uses.
- g. No temporary use permits for individual food truck vendors are required within food truck parks.

ZZ. Freight Terminal

1. Definition

A processing node for freight, such as a trucking terminal.

AAA. Funeral Home

1. Definition

An establishment where the dead are prepared for burial display and for rituals before burial or cremation, including chapels for the display of the deceased and the conducting of rituals before burial or cremation, and crematoriums.

BBB. Gas Station

1. Definition

An establishment where fuel for vehicles is stored and dispersed from fixed equipment into the fuel tanks of motor vehicles. A gas station may also include ancillary retail uses, and solar and/or electric charging stations.

2. Standards

- a. Fuel pumps must be located a minimum of 20 feet from any lot line.
- b. All gas stations, as measured from lot line to lot line, may not be located within:
 - i. 500 feet of an educational facility - primary or secondary, park/playground, place of worship,
 - ii. 500 feet of the following specific uses: fire station, public library, theater.
 - iii. 500 feet of the following specific uses: other place of public assembly as defined by the New York State Uniform Fire Prevention and Building Code.

- iv. 250 feet of ingress or egress ramps to limited access highways.
- v. 250 feet of a residential or residential mixed-use district.
- c. In the Industrial Districts, public use gas stations are prohibited. Gas stations are restricted to the use of fueling the fleet of the principal use on-site, whether or not for compensation.

CCC. Golf Course/Driving Range

1. Definition

A tract of land design with at least nine holes for playing a game of golf and improved with tees, greens, fairways, and hazards. A golf course may include a clubhouse, restrooms, snack-bar, and pro-shop as ancillary uses. A driving range may be designed as a standalone facility or included as part of a golf course, which is defined as a tract of land equipped with distance markers, clubs, balls, and tees for practicing the hitting of golf balls. A country club may include a golf course and/or driving range, in which case the uses together are considered a country club.

DDD. Greenhouse/Nursery

1. Definition

An establishment where flowers, shrubbery, vegetables, trees, and other horticultural and floricultural products are propagated and sold, and may include gardening and landscape supplies and products, such as hardware, garden tools and utensils, and other related items for sale. If such activities are primarily indoors with limited or no outdoor component (growing, displays, storage, sales), then such use is considered a retail goods establishment.

2. Standards

In the RR District, a greenhouse / nursery is subject to the following additional limitations:

- a. The indoor display of retail goods and point of sale area shall be limited to a maximum of 1000 square feet and shall be clearly and demonstrably ancillary to the propagation of horticultural and floricultural goods.

EEE. Health Spa

1. Definition

An establishment providing baths or similar treatment to the public in association with Saratoga Springs mineral waters.

FFF. Heavy Equipment Sales, Service, and Storage

1. Definition

Sales, service/repair, and storage establishments for heavy-duty vehicles and equipment, such as those designed for executing construction tasks.

GGG. Horse Race Track

1. Definition

A facility built for the racing of horses that includes grandstands or concourses. A race track may also include concession stands, eating and drinking establishments, and retail sales as ancillary uses within the facility.

HHH. Horse Stable, Commercial

1. Definition

A building, or multiple buildings, designed for the keeping and maintenance of horses.

2. Standards

- a. The minimum lot size is two acres.
- b. A maximum of three horses may be maintained on a two acre lot. Additional lot area of 20,000 square feet is required for each additional horse over eight months of age on lots up to ten acres in area. Lots of ten or more acres are not subject to a minimum lot area per horse. When more than one principal use is located on the lot, with the

exception of a single-family dwelling, the lot area required for such second principal use cannot be included in the calculation of lot area required for each horse; similarly the lot area required for each horse cannot be calculated as lot area for the second principal use.

c. The following activities are permitted as part of the operation of a commercial horse stable:

i. Horse auctions.

ii. Horse breeding.

iii. Horse clinics.

iv. Horse demonstrations and exhibitions (horse shows), which may be conducted without a temporary use permit. This exclude spectator sport horse racing, which is prohibited. Such events may be subject to a special event permit per the City Code.

v. Boarding horses.

vi. Equine therapy.

vii. Renting horses for recreational riding.

viii. Riding lessons.

d. Horse stables must meet the following:

i. An inside stall is provided for each horse.

ii. Box stalls are available for all horses stabled.

iii. All stalls must have feeders and water available.

e. Stalls must be cleaned daily.

III. Hospital

1. Definition

Facilities for primary health services and medical or surgical care to people, primarily in-patient, and including, as an integral part of the institution, related facilities such as laboratories, outpatient facilities, dormitories, or educational facilities, and ancillary uses such as, but not limited to, cafeterias, eating and drinking establishments, retail sales, and similar uses.

JJJ. Hotel

1. Definition

A commercial facility that provides sleeping accommodations for a fee and customary lodging services. Related ancillary uses include, but are not be limited to, meeting facilities, eating and drinking establishments, and recreational facilities for the use of guests.

2. Standards

a. Hotels of 20 or less rooms must front on an arterial street.

KKK. Industrial Design

1. Definition

An establishment for the research, design, and brand development of products for future production. Industrial design integrates the creative fields of art, science, and/or engineering to determine and define a product's form and features in advance of the physical act of making a product. An industrial design establishment may create mockups or limited prototypes, but may not manufacture products from the premises.

LLL. Industrial - Artisan

1. Definition

Artisan-related crafts and industrial processes that are more intensive uses, such as small-scale metalworking, glassblowing, furniture making, and small-scale food production that includes preparation, processing, canning, or packaging of food products. Micro-production of alcohol and specialty food production are regulated separately from craft industrial. An artisan industrial use may also include ancillary sales of products created on-site.

MMM. Industrial - General

1. Definition

The manufacture, fabrication, processing, reduction, and/or destruction of any article, substance, or commodity, or any other treatment thereof in such a manner as to change the form, character, and/or appearance, and incidental storage, sales, and distribution of such products. General industrial uses may produce noise, vibrations, illumination, or particulate that is perceptible to adjacent land users. These industrial uses typically have outdoor storage areas.

NNN. Industrial - Light

1. Definition

Research and development activities, and the manufacture, fabrication, processing, reduction, and/or destruction of any article, substance, or commodity, or any other treatment thereof in such a manner as to change the form, character, and/or appearance, where such activities are conducted wholly within an enclosed building. A light industrial use may also include a showroom, ancillary sales of products related to the items manufactured or stored on-site, and/or ancillary outdoor storage.

OOO. Inn

1. Definition

A single-family dwelling that provides lodging for less than 30 days for a daily fee in no more than eight guest rooms that is not owner-occupied.

2. Standards

- a. An inn must front on an arterial street.
- b. An inn is limited to a maximum of eight guestrooms.
- c. The exterior of an inn use must maintain its original appearance as a single-family dwelling. No parking may be located in front of the front building facade.
- d. Cooking equipment is prohibited in individual guestrooms. However, this does not include a mini-refrigerator, coffee maker, and/or a microwave, which are allowed.
- e. No inn may operate an eating and drinking establishment. Meals may only be served to registered guests and at private events.
- f. One sign, either freestanding, window, or wall, is permitted. Such sign may not exceed six square feet in sign area. Freestanding signs are limited to five feet in height and must be a minimum of five feet from any lot line.

PPP. Live Performance Venue

1. Definition

A facility for the presentation of live entertainment, including musical acts, including disc jockeys (DJs), theatrical plays, stand-up comedy, and similar performances. Performances are scheduled in advance and tickets are required for admission and available for purchase in advance, though tickets may be purchased at the venue's box office on the day of the performance. A live performance venue is only open to the public when a live performance is scheduled. A live performance venue may include classroom space utilized during hours it is not open to the public for a performance. A live performance venue may include concession stands, including sale of alcohol, but only when it is open to the public for a performance. A live performance venue does not include any adult use.

RRR. Lodging House

1. Definition

A single-family dwelling that provides lodging for less than 30 days for a daily fee in no more than five guest rooms that does not meet the definition of bed and breakfast.

2. Standards

- a. The exterior of a lodging house must maintain the appearance as a single-family dwelling. No parking may be located in front of the front building facade.
- b. Cooking equipment is prohibited in individual guestrooms. However, this does not include a mini-refrigerator, coffee maker, and/or a microwave, which are allowed.
- c. No lodging house may operate an eating and drinking establishment. Meals may only be served to registered guests.
- d. One sign, either freestanding, window, or wall, is permitted. Such sign may not exceed six square feet in sign area. Freestanding signs are limited to five feet in height and must be a minimum of five feet from any lot line.

SSS. Manufactured Home Park

1. Definition

A parcel of land with single control or unified ownership that has been planned and improved for the placement of manufactured homes for residential use.

TTT. Marijuana Dispensary

1. Definition

An establishment where consumers can legally purchase cannabis and cannabis products.

2. Standards

- a. All marijuana dispensaries must comply with all New York State regulations, and any local ordinances and codes.
- b. There must be a 1,000 foot separation between marijuana dispensaries.

UUU. Marina

1. Definition

A facility with navigable water access for docking or storage of boats or providing services to boats and the occupants thereof, including minor servicing and repair to boats while in the water, sale of fuel and supplies, food, beverages, and entertainment as accessory uses. A yacht club is considered a marina.

2. Standards

- a. A Protection of Waters Permit from the New York State Department of Environmental Conservation is required for constructing, reconstructing, or repairing docks or platforms and installing moorings on, in or above navigable waters to create a marina or repair existing marina facilities.
- b. Marinas may also include assembly buildings, caretaker's residences, docks, fueling and supply facilities, launching and storage facilities, boat servicing facilities, parking areas, maintenance areas, eating and drinking establishments, boat lifts, launching ramps, boat charter services, and incidental retail sales associated with the principal use. All the proposed uses must be identified in the site plan.
 - i. Within the RR district, the following activities, functions, and ancillary uses are prohibited as part of a marina: places of assembly, assembly buildings, fueling and supply facilities, eating and drinking establishments.

- c.** Between the marina and any adjacent lots, except for other marinas, a buffer yard is required. The interior side buffer yard planting and fencing requirements per Article 11 is required.
- d.** Areas used for the drydock/outdoor storage of boats must be screened from view from any adjacent residential, residential mixed-use, and commercial mixed-use districts.
- e.** Minimum dimensions and design of marina water facilities are as follows:
 - i.** Gangways must have a minimum clear width of three feet and at least one gangway slope must meet ADA requirements. Gangways must be aluminum with guardrails, handrails, and kick plate, and capable of disconnecting and stowing during flood events.
 - ii.** The landing must have a minimum five foot by five foot platform with guardrail and lockable gate.
 - iii.** Finger floats cannot have less than three feet unobstructed width.
- f.** All utilities servicing floats must have a shut off and/or emergency disconnect adjacent to the top of the gangway. Potable water and fire suppression lines cannot be combined.
- g.** No sewer discharge to any waters is permitted. One fixed-point collection system is required at centrally located pumpout station to discharge to public sewer.
- h.** If fuel facilities are proposed, only land-based underground storage tanks out of flood hazard areas are permitted.

VVV. Medical/Dental Office

1. Definition

A facility operated by one or more physicians, dentists, chiropractors, psychiatrists, physiotherapists, or other licensed practitioners of the healing arts for the examination and treatment of persons solely on an outpatient basis. Medical/dental offices also include alternative medicine clinics, such as acupuncture and holistic therapies, and physical therapy offices for physical rehabilitation.

WWW. Micro-Production of Alcohol

1. Definition

A facility for the production and packaging of alcoholic beverages, such as beer, wine, spirits, cider, and mead, for distribution and consumption on-premises. Facilities include a tasting room and may include retail areas for the purchase beverages manufactured on-site and related items.

2. Standards

In the RR District, the micro-production of alcohol products is allowed only when the following standards are met:

- a.** The lot is in active agricultural use.
- b.** The facility has a valid New York State license for a farm brewery, winery, distillery, cidery, or meadery.
- c.** No eating and drinking establishments are located on-site. A tasting room is permitted.
- d.** The tasting room / area shall be limited to a maximum of 750 square feet and may not exceed 20 occupants.

XXX. Neighborhood Commercial Establishment

1. Definition

A commercial use within a residential neighborhood that is nonresidential in its original construction and/or current use.

2. Standards

- a.** Neighborhood commercial establishments are only allowed within existing structures that are nonresidential in their original construction and/or current use as of the effective date of this Chapter. Once a

neighborhood commercial establishment use is approved by the Planning Board, it can be changed to any of the uses allowed within item b below by issuance or modification of a special use permit.

b. The following nonresidential uses are permitted within a neighborhood commercial establishment. The initial special use approval for the neighborhood commercial establishment may specifically include one or more intended use(s), as allowed by the list below. A modification of the special use approval is required for a change to one or more of the uses listed below which were not specifically allowed by the initial or subsequent special use approval.

- i. Art gallery.
- ii. Arts and fitness studio.
- iii. Office.
- iv. Personal service establishment.
- vi. Retail goods establishment.
- vii. Specialty food service establishment.

c. Off-street parking requirements will be assessed by the Planning Board as part of the special use application based on the requirements of the specific use(s) proposed. The number of off-street parking spaces currently provided or required by previous approval shall be maintained, with the following exceptions:

- i. The Planning Board may authorize or require a reduction of the number of parking spaces if the number of currently provided spaces exceeds the amount required by Table 10-C for the proposed use(s).
 - ii. The Planning Board or Building Department may authorize or require the conversion of one or more existing parking spaces to provide compliant ADA accessible parking and access aisles.
 - iii. Additional off-street parking beyond what is currently provided or required by previous approval shall not be required and may only be allowed by Site Plan Review.
- d.** No expansion of the structure or the site area is permitted unless required for compliance with NYS Uniform Code.
- e.** Drive-through facilities are prohibited.
- f.** Outside storage or display is prohibited. All business, servicing, processing, and storage uses must be located within the structure.
- g.** Signs are limited to those allowed in the NCU District.
- h.** Once the existing structure is demolished, the permissions for this use are deemed null and void and a new neighborhood commercial establishment cannot be reestablished.

YYY. Office

1. Definition

An establishment that engages in the processing, manipulation, or application of business information or professional expertise. Such an office may or may not offer services to the public. An office is not materially involved in fabricating, assembling, or warehousing of physical products for the retail or wholesale market, nor engaged in the repair of products or retail services. An office does not include financial institution or industrial design.

ZZZ. Outdoor Dining

1. Definition

A seating area that is located outdoors and typically contiguous to an eating and drinking establishment, typically in addition to an indoor seating area. Outdoor dining is approved separately as a principal use. Outdoor dining

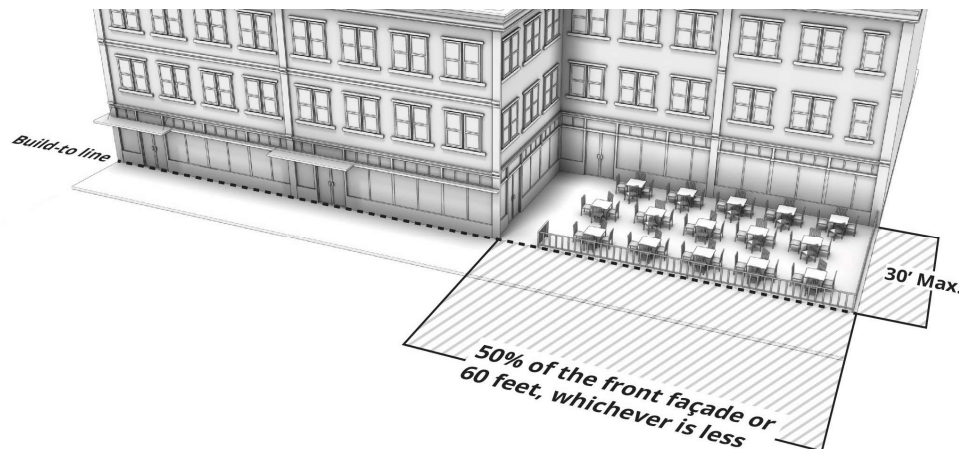
areas may be roofed or covered with an awning.

2. Standards

Outdoor dining is a separate principal use. Outdoor dining may only be established when allowed as a use within a zoning district and in conjunction with another principal use such as an eating and drinking establishment. This section regulates outdoor dining that occurs on private property only. Outdoor dining on the right-of-way is regulated within the City Code.

- a. The maximum number of seats permitted for any outdoor dining cannot exceed 50% of the approved number of indoor seats unless otherwise permitted by the special use approval.
- b. Site plan review is required for any outdoor dining with more than 40 seats.
- c. Outdoor dining may only operate from March 1 through October 31.
- d. Outdoor dining may only operate between the hours of 8:00am and 2:30am.
- e. No music may be played on the premises outdoors between 12 a.m. and 8:00 a.m.
- f. When a structure is required to be constructed at a build-to line, the structure may have up to 50% or 60 linear feet of the applicable facade, whichever is less, designated as outdoor dining, which may be setback up to 30 feet from the required build-to line.

PERMITTED OUTDOOR DINING BUILDING SETBACK



AAAA. Outdoor Storage Yard

1. Definition

The storage of material outdoors as a principal use of land for more than 24 hours.

2. Standards

- a. A 30 foot perimeter setback from the lot lines of the outdoor storage yard is required. No storage is permitted within this setback. Fences, as described in this section, are required within this perimeter setback. The storage area must be completely enclosed along all lot lines by a solid fence or wall a minimum of six feet and a maximum of eight feet in height, including ingress and egress.
 - i. Fences or walls along the front or corner side lot line must be set back a minimum of ten feet from the lot line. Within that setback, shrubs must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity, and one evergreen tree every 30 feet planted linearly. Plantings must be placed outside the fence facing the right-of-way.
 - ii. Fences or walls along the rear or interior side lot line require the planting of shrubs spaced sufficiently to form a continuous linear hedgerow at plant maturity; plantings must be placed inside the fence toward the interior of the lot.

- b.** Storage of any kind is prohibited outside the fence or wall.
- c.** No items stored within 50 feet of the fence may exceed the height of the fence or wall for an outdoor storage yard.

BBBB. Park/Playground

1. Definition

A facility that serves the recreational needs of residents and visitors. Park/playground includes, but is not limited to, playgrounds, ballfields, athletic fields, basketball courts, tennis courts, dog parks, skateboard parks, and passive recreation areas.

2. Standards

- a.** Park/playground may also include non-commercial indoor recreation facilities amphitheatres, and outdoor performance spaces, as well as commercial uses that support the recreation uses such as, but not limited to, eating and drinking establishment and retail establishments. The inclusion of such uses requires special use approval.
- b.** Parks/playgrounds that do not require a special use, as per item a above, require administrative site plan review.

CCCC. Parking Lot

1. Definition

An open, hard-surfaced area, excluding a street or public way, used for the storage of operable vehicles, whether for compensation or at no charge.

2. Standards

Parking lots must meet the standards of Article 10.

DDDD. Parking Structure

1. Definition

A structure used for the parking or storage of operable vehicles, whether for compensation or at no charge.

2. Standards

Parking structures must meet the standards of Article 10. All parking structures must also comply with the district standards, including any build-to lines or build-to zones.

EEEE. Passenger Terminal

1. Definition

A facility for the assembly and dispersal of travelling passengers.

FFFF. Personal Service Establishment

1. Definition

An establishment that provides frequent or recurrent needed services of a personal nature. Typical uses include, but are not limited to, beauty shops, barbershops, tanning salons, electronics repair shops, nail salons, laundromats, health clubs, dry cleaners (pick up/drop off only; no dry cleaning operations on-site), tailors and the like.

GGGG. Place of Worship

1. Definition

A place of worship or religious institution is an establishment for religious worship which is used for such purpose and those ancillary uses customarily associated with such use. Examples include churches, temples, synagogues, mosques, and the like.

HHHH. Private/Social Club

1. Definition

A facility operated by an organization or association for a common purpose, such as, but not limited to, a meeting hall for a fraternal or social organization or a union hall, but not including clubs organized primarily for-profit or to render a service which is customarily carried on as a business.

2. Standards

- a. No more than 30% of the gross floor area may be used as office space for the private/social club.
- b. Private/social clubs are permitted to serve meals and alcohol on the premises for members and their guests only.
- c. Sleeping facilities are prohibited.
- d. Private/social clubs leased or used as reception facilities must comply with the requirements for reception facilities, and must receive any approvals required of a reception facility.

IIII. Reception Facility

1. Definition

A facility that provides hosting and rental services of a banquet hall or similar facilities for private events including, but not limited to, wedding receptions, holiday parties, and fundraisers, with food and beverages that are prepared and served on-site or by a caterer to invited guests during intermittent dates and hours of operation. Live entertainment may be provided as an ancillary use as part of an event. A reception facility is not operated as a eating and drinking establishment with regular hours of operation.

2. Standards

A general admission fee or any other monetary donations (payment at the door to the general public) for entrance is prohibited, with the exception of fundraisers or events for bona fide non-profit organizations, places of worship, or educational facilities.

JJJJ. Research and Development

1. Definition

A facility where research and development is conducted in industries that include, but are not limited to, biotechnology, pharmaceuticals, medical instrumentation or supplies, communication, and information technology, electronics and instrumentation, and computer hardware and software. A research and development establishment may create prototypes of products, and may include limited, small scale fabrication and assembly of products and/or components. Research and development does not include large scale fabrication or mass manufacture of products for direct sale and distribution from the premises.

KKKK. Residential Care Facility

1. Definition

A licensed care facility that provides 24-hour medical and/or non-medical care of persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living, or for the protection of the individual. A residential care facility includes nursing care, hospice care, and continuum of care facilities. Continuum of care facilities may also include independent living facilities as part of the continuum. Residential care facility also include a residential drug/alcohol treatment facility for the medical and/or non-medical/therapeutic care of persons seeking rehabilitation from a drug and/or alcohol addiction. Such facilities include medical detoxification.

2. Standards

- a. Residential care facilities must meet the dimensional and design standards of multi-family dwellings.
- b. All residential care facilities must be licensed by and follow all regulations established by New York State.

LLLL. Retail Goods Establishment

1. Definition

An establishment that provides physical goods, products, or merchandise directly to the consumer, where such goods are typically available for immediate purchase and removal from the premises by the purchaser. Retail goods establishments do not include larger-scale commercial character, a wholesale establishment that sells to the general public with a membership, or those that require permanent outdoor service and/or storage areas, and/or partially enclosed structures.

MMMM. Rooming House

1. Definition

A single-family, two-family, or townhouse dwelling where rooms are made available to tenants for compensation for a minimum of a 30 consecutive day lease, and a common kitchen and common areas are shared between tenants. A rooming house may be owner occupied or rooms available for lease without owner occupation. Rooming houses are divided into three intensities per the chart below:

	Owner Occupied	Non-Owner Occupied
Small Rooming House	2 tenants + owner	2 tenants
Medium Rooming House	3 to 5 tenants + owner	3 to 5 tenants
Large Rooming House	6 or more tenants + owner	6 or more tenants

2. Standards

- a. A rooming house use is permitted within the following dwelling types: single-family, single-family - attached, two-family, and townhouse dwelling units.
- b. Rental leases must be a minimum of 30 consecutive days in length.
- c. There must be no separate private entrance for any of the other residents.
- d. No signs are permitted.
- e. Large rooming houses must front on an arterial street.
- f. Large rooming house, both owner occupied and non-owner occupied, requires a site plan review and this condition cannot be waived.
- g. Medium rooming houses, both owner occupied and non-owner occupied, require a site plan review unless they are considered exempt from site plan review per the standards of Section 13.5.C.

NNNN. Self-Storage Facility: Enclosed

1. Definition

A facility for the storage of personal property where individual renters control and access individual storage spaces located within a fully enclosed building that is climate controlled. Ancillary retail sales of related items, such as moving supplies, and facility offices may also be included.

2. Standards

- a. Storage units cannot be used for residential occupancy or business.
- b. No plumbing connections are permitted in self-storage units.
- c. For self-storage facilities that include both enclosed and outdoor facilities, both types of uses must be allowed in the district.
- d. The following additional standards apply to indoor self-storage facilities:
 - i. All self-storage activities must be contained within a single building and conducted exclusively indoors. Individual storage units may be accessed from inside the building only.

- ii. All facilities must meet the design standards of the district.
- iii. No storage units located on the first floor may be located within the first 25 feet of the front facade. No storage units located on the first floor may be visible from any public right-of-way.
- iv. Access to loading areas must be located to the interior or rear of the building.

OOOO. Self-Storage Facility: Outdoor

1. Definition

A facility for the storage of personal property where individual renters control and access individual storage spaces and where each storage unit has individual access from the outdoors. Ancillary retail sales of related items, such as moving supplies, and facility offices may also be included.

2. Standards

- a. Storage units cannot be used for residential occupancy or business.
- b. No plumbing connections are permitted in self-storage units.
- c. For self-storage facilities that include both enclosed and outdoor facilities, both types of uses must be allowed in the district.
- d. The following additional permissions apply to outdoor self-storage facilities:
 - i. Outdoor self-storage facilities should be oriented so that storage unit access doors do not face the public right-of-way.
 - ii. Outdoor self-storage facilities are allowed to include an area for storage of recreational vehicles. Storage areas for recreational vehicles must be located in the rear yard.
 - iii. No storage of recreational vehicles is allowed within 25 feet of any rear lot line. No storage of recreational vehicles is allowed within 30 feet of any interior side lot line. No storage of recreational vehicles is allowed within 50 feet of any front or corner side lot line.
 - iv. If storage areas for recreational vehicles are provided, they must be screened along interior side and rear lot lines with a solid fence or wall, a minimum of six feet and a maximum of seven feet in height. Shrubs must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity; plantings must be placed inside the fence oriented toward the interior of the lot.

PPPP. Shelter, Domestic Violence

1. Definition

A licensed facility that provides temporary shelter, protection, and support for those escaping domestic violence and intimate partner violence, including victims of human trafficking. A domestic violence shelter also accommodates the minor children of such individuals. The facility may also offer a variety of services to help individuals and their children including counseling and legal guidance.

QQQQ. Shelter, Emergency

1. Definition

A facility that provides temporary housing during times of natural disaster, dangerously inclement weather, or extreme temperatures.

2. Standards

- a. All emergency shelters must be licensed by and follow all regulations established by New York State.
- b. On-site management is required when the shelter is open. A management and operations plan must be submitted and include:
 - i. The size of the facility (maximum number of beds or persons permitted to be served by the facility).

- ii. Designation of a manager who will serve as a point of contact for the public and the City, and the name and phone number of person acting as 24-hour contact.
 - iii. A management plan detailing operation of the use, number and professional qualifications of staff, management of volunteers, and policy for client conduct.
- c. An indoor waiting area for intake is required.

RRRR. Shelter, Homeless

1. Definition

A licensed facility that provides shelter to the homeless population in general.

2. Standards

- a. All homeless shelters must be licensed by and follow all regulations established by New York State.
- b. On-site management is required when the shelter is open. A management and operations plan must be submitted and include:
 - i. Description of principal and accessory uses on-site.
 - ii. The size of the facility (maximum number of beds or persons permitted to be served by the facility).
 - iii. Designation of a manager who will serve as a point of contact for the public and the City, and the name and phone number of person acting as 24-hour contact.
 - iv. Operation of the use, number and professional qualifications of staff, management of volunteers, and policy for client conduct.
 - v. A security plan to ensure safety for staff and clients.
- c. An indoor waiting area for intake is required. No queuing may occur outside. Any outside areas designated for smoking must not be visible from the street.
- d. Associated outdoor facilities that are visible from the street or share a lot line with a residential or residential mixed-use area are limited to the hours between 8:00 a.m. to 7:00 p.m.
- e. To avoid overconcentration, an applicant must supply an analysis of current locations of homeless shelter facilities.

SSSS. Social Service Center

1. Definition

A service establishment that provides assistance for those recovering from chemical or alcohol dependency; survivors of abuse seeking support; those transitioning from homelessness or prior incarceration; and those with health and disability concerns. It does not include in-patient, overnight, or living quarters for recipients of the service or for the staff. Such service does not include medical examinations or procedures, or medical detoxification, dispensing of drugs or medications, or other treatments normally conducted in a medical office.

TTTT. Solar Energy System (Tier 3)

1. Definition

Solar energy systems that are not classified as either Tier 1 or Tier 2 solar energy systems, as defined in Article 21. Tier 3 solar energy systems generally include ground-mounted solar panels and solar energy equipment with a system capacity greater than 25 kW AC.

2. Standards

The following standards apply to Tier 3 solar energy systems, which are a principal use. Tier 1 and Tier 2 solar energy systems are accessory uses and the standards of Section 9.5.V apply.

- a.** Special use permit and site plan review shall be required in accordance with Article 13 for installation of all new Tier 3 solar energy systems and any expansion of an existing Tier 3 solar energy system by more than 5% of the approved or existing coverage area. Site plan review shall include a lighting plan and landscape plan.
- b.** Tier 3 solar energy systems shall be subject to design review in accordance with Article 13 when located within a designated Historic or Architectural Review Overlay District.
- c.** Large-scale solar energy projects greater than 25 MW require review and a permit from the Office of Renewable Energy Siting (ORES). Projects between 20 and 25MW have the option of proceeding under Article 10 of the Public Service Law or the ORES process. Article 10 is part of the New York State Public Service Law, §160 - §173.

3. Dimensional Standards

Tier 3 solar energy systems are subject to the applicable district dimensional standards with the following exceptions:

- a.** Minimum lot size: 4 acres
- b.** Minimum interior side and rear setback: 30 feet, unless abutting a residential district, then 100 feet
- c.** As part of site plan review, the Planning Board is authorized to require an increased setback or buffer dimension to adjacent parcels after analysis of site conditions, adjacent land uses, and potential impacts to neighboring property.
- d.** Maximum height of solar structures: 20 feet
- e.** The following components of a Tier 3 Solar Energy System are included in the calculation of lot coverage:
 - i.** Foundation systems, typically consisting of driven piles or monopoles or helical screws with or without small concrete collars or weighted ballast.
 - ii.** All mechanical equipment of the solar energy system, including maximum horizontal extents of any concrete pad or any pad mounted structure for batteries, switchboard, transformers, or storage cells.
 - iii.** Paved access roads servicing the solar energy system.

4. Vehicular Paths

Vehicular paths within the site must be designed to minimize the extent of impervious materials and soil compaction.

5. Signs

- a.** No signs or graphic content may be displayed on solar energy systems except the manufacturer's name, equipment specification information, safety information, and 24-hour emergency contact information. The information is limited to an area no more than eight square feet.
- b.** As required by National Electric Code (NEC), disconnect and other emergency shutoff information must be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and substations.

6. Lighting

Lighting of the solar energy systems is limited to that minimally required for safety and operational purposes and must be full-cutoff or shielded and downcast from abutting properties.

7. Tree Cutting / Planting

Tier 3 solar energy systems shall be subject to the relevant tree planting and tree preservation requirements of Article 11 with the following exceptions:

- a.** Alternatives to shade trees normally required in buffer yards, front setbacks, or elsewhere on site may

be approved by the Planning Board during site plan review if determined that the shade trees at mature height would impair the intended function of the solar array.

b. The Planning Board shall have the authority to approve the removal of significant trees which would otherwise prevent optimal siting of a solar energy system. The Planning Board may authorize removal of such significant trees with or without replacement landscaping.

8. Decommissioning

a. A decommissioning plan signed by the owner and/or operator of the solar energy system must be submitted by the applicant during special use permit review, addressing the following:

- i. The cost of removing the solar energy system.
- ii. The time required to decommission and remove the solar energy system any ancillary structures.
- iii. The time required to repair any damage caused to the property by the installation and removal of the solar energy system.
- iv. The cost of grading, seeding, and landscape replacement to restore the property to its condition as it existed prior to the installation of the solar energy system.

b. Solar energy systems that have been abandoned, in default, and/or not producing electricity for a period of one year must be removed at the owner's and/or operator's expense in accordance with the approved decommissioning plan.

c. In the event of neglect or refusal by the owner and/or operator to decommission the solar energy system and restore the property according to the decommissioning plan, after proper notice and due process, the City Council is authorized to provide for the execution and/or completion of the decommissioning plan. The City Council is further authorized to assess all expenses thereof against the land on which the project is located and to institute a special proceeding to collect all costs incurred, including legal expenses.

9. Fencing Requirements

All mechanical equipment or energized equipment, including any structure for storage batteries, must be enclosed by fencing a minimum of seven feet and a maximum of eight feet, with a self-locking gate to prevent unauthorized access. Such fencing shall also comply with all applicable requirements of the National Electric Code.

10. Screening and Visibility

a. Solar energy systems smaller than ten acres must have views minimized from adjacent properties to the extent reasonably practicable using architectural features, earth berms, landscaping, or other screening methods that will harmonize with the character of the property and surrounding area.

b. Solar energy systems ten acres or larger are required to:

- i. Conduct an assessment of the visual impacts of the solar energy system on public roadways and adjacent properties. At a minimum, a line-of-sight profile analysis must be provided. Depending upon the scope and potential significance of the visual impacts, additional impact analyses may be required.
- ii. Include on the required landscape plan adequate measures to screen through landscaping, grading, or other means so that views of solar panels and solar energy equipment are minimized as reasonably practical from public roadways and adjacent properties to the extent feasible.

11. Agricultural Resources

For projects located on agricultural lands or in districts permitting agricultural uses:

a. Any Tier 3 solar energy system located on the areas that consist of Prime Farmland or Farmland of Statewide Importance cannot exceed 50% of the entire lot, measured to the maximum horizontal extents of equipment or panels comprising the solar energy system.

- b. Tier 3 solar energy systems on Prime Farmland or Farmland of Statewide Importance are required to seed 20% of the total surface area of all solar panels on the lot with native perennial vegetation designed to attract pollinators.
- c. To the maximum extent practicable, Tier 3 solar energy systems located on Prime Farmland must be constructed in accordance with the construction requirements of the New York State Department of Agriculture and Markets.
- d. Tier 3 solar energy system owners must develop, implement, and maintain native vegetation to the extent practicable pursuant to a vegetation management plan by providing native perennial vegetation and foraging habitat beneficial to game birds, songbirds, and pollinators. To the extent practicable, when establishing perennial vegetation and beneficial foraging habitat, the owners must use native plant species and seed mixes.

12. Ownership Changes

If the owner or operator of the solar energy system changes or the owner of the property changes, the special use permit remains in effect, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, and decommissioning plan. A new owner or operator of the solar energy system must notify the Zoning Officer of such change in ownership or operator within 30 days of the ownership change.

UUUU. Specialty Food Service

1. Definition

A business that specializes in the sale of certain food products and/or the on-site production of items, such as a delicatessen, bakery, candy maker, meat market, catering business, cheesemonger, coffee roaster, or fishmonger, and may offer areas for ancillary retail sales or eating and drinking areas that serve the products processed on-site. Specialty food service includes preparation, processing, canning, or packaging of food products where all processing is completely enclosed and there are no outside impacts.

VVVV. Transitional Living Facility

1. Definition

A facility in which more than four unrelated persons in need of personal services or assistance essential for activities of daily living, persons with disabilities, including those who have undergone treatment for alcohol or drug addiction (does not include medical detoxification), or those persons in transition, such as transitioning from homelessness, function as a single housekeeping unit and share responsibilities, meals, recreation, social activities, and other aspects of residential living. A transitional living facility does not include a residence that services persons as an alternative to incarceration or persons transitioning from incarceration, or housing for sex offenders.

2. Standards

- a. All transitional living facilities must be licensed by and follow all regulations established by New York State.
- b. On-site management is required. A management and operations plan must be submitted and include:
 - i. Description of principal and accessory uses on-site.
 - ii. The size of the facility (maximum number of beds or persons permitted to be served by the facility).
 - iii. Designation of a manager who will serve as a point of contact for the public and the City, and the name and phone number of person acting as 24-hour contact.

WWWW. Vehicle Dealership

1. Definition

An establishment that sells or leases new or used automobiles, vans, motorcycles, and/or all-terrain vehicles (ATV) ~~vehicles~~, or other similar motorized transportation vehicles. A motor vehicle dealership may maintain an inventory of the vehicles for sale or lease either on-site or at a nearby location, and may provide on-site facilities for the

repair and service of the vehicles sold or leased by the dealership. Vehicle dealerships do not include truck, trailer, boat, or heavy equipment sales, which are considered heavy retail, rental, and service.

XXXX. Vehicle Operations Facility

1. Definition

A facility for the dispatch, storage, and maintenance of emergency medical care vehicles, taxicabs and similar vehicles for hire, school buses, utility vehicles, and similar vehicles. Vehicle operations facility does not include a public works or public safety facility.

YYYY. Vehicle Rental

1. Definition

An establishment that rents automobiles and vans, including incidental parking and servicing of rental vehicles. A motor vehicle rental establishment may maintain an inventory of the vehicles for ~~sale or lease~~ rent either on-site or at a nearby location, and may provide on-site facilities for the repair and service of the vehicles ~~sold or leased~~ rented by the dealership. Vehicle rental does not include truck rental establishments or rental of heavy equipment, which is considered part of heavy retail, rental, and service.

ZZZZ. Vehicle Repair/Service

1. Definition

A business that provides repair services to motor vehicles, motorcycles, and all-terrain vehicles (ATV) ~~vehicles~~.

2. Standards

- a. Vehicle repair/service establishments may not store the same vehicles outdoors on the site for longer than 15 days once repair is complete. Only vehicles that have been or are being serviced may be stored outdoors.
- b. Repair of vehicles is prohibited outdoors. Storage of all merchandise, auto parts, and supplies must be within an enclosed structure.
- c. Vehicle repair/service establishments that abut a residential or residential mixed-use district must be screened along interior side and rear lot lines with a solid wall or fence, a minimum of six feet and a maximum of eight feet in height.
- d. No partially dismantled, wrecked, junked, or discarded vehicles may be stored outdoors on the premises. This standard does not apply to vehicles under repair.
- e. The sale of new or used vehicles is prohibited unless separately approved.
- f. No motor vehicles may be stored and no repair work may be conducted in the public right-of-way.

AAAAA. Warehouse

1. Definition

An enclosed facility for the storage and distribution of manufactured products, supplies, and/or equipment.

BBBBB. Wholesale Establishment

1. Definition

A business where goods are sold to either retailers, or to industrial, commercial, institutional, or other professional business users, or to other wholesalers and related subordinated services.

CCCCC. Wind Energy System

1. Definition

An energy system operated by a public, private, or cooperative company for the generation, transmission, distribution, or processing of wind energy.

2. Standards

Large-scale wind energy projects greater than 25 MW require review and a permit from the Office of Renewable Energy Siting (ORES). Projects between 20 and 25MW have the option of proceeding under Article 10 of the Public Service Law or the ORES process. Article 10 is part of the New York State Public Service Law, §160 - §173.

DDDDD. Wireless Telecommunications Facilities

1. Definition

Towers, antennas, and facilities used to transmit and receive signals that facilitate wireless telecommunications.

2. Standards

a. Purpose

These standards are intended to:

- i. Provide standards for the safe provision of telecommunications consistent with applicable federal and state regulations.
- ii. Encourage the shared use of existing buildings and telecommunication towers.
- iii. Provide the process for the establishment of new telecommunication towers.
- iv. Minimize adverse visual effects from telecommunication facilities and towers.

b. Required Approvals

i. Placement on Existing Telecommunication Facility

New telecommunication equipment that is proposed to be added to (co-located) a previously approved telecommunication facility is a permitted use, but requires architectural review. Historic review may be required if located within an historic district, and site plan review, if applicable.

ii. Placement on an Existing Structure

New telecommunication equipment that is proposed to be added to an existing approved structure, other than an approved telecommunications facility, requires a special use permit and architectural review is required. Historic review is required if located within an historic district and site plan review if applicable.

iii. New Telecommunication Tower or Facility

The construction of a new telecommunication tower or facility requires a use variance, site plan review, and architectural review is required. Historic review is required if in a historic district.

c. Standards for Telecommunication Facilities

All telecommunication facilities must comply with the following as applicable.

- i. All proposed telecommunication structures must be located on one lot. If the land is leased, the leased area must include the entire telecommunications facility including any required setback areas.
- ii. Each freestanding telecommunication tower must be located at a minimum setback from any lot line equal to the height of the tower.
- iii. Accessory structures must comply with setback requirements of the underlying zoning district.
- iv. Existing on-site vegetation must be preserved to the maximum extent possible. An inventory may be required to document existing vegetation. No trees, measuring more than four inches in diameter at a height of four feet off the ground, may be cut prior to approval. Additional plantings may be required to screen the facility from neighboring areas

- v. The tower and accessory structures must be adequately enclosed by a fence or other confined means to ensure the security of the facility.
- vi. No portion of any tower or accessory structure can be used for a sign or other advertising purpose.

d. Additional Requirements for Telecommunications Tower/Facility Applications

i. Architectural and Historic Review

In addition to the respective requirements for historic and architectural review, the following must be considered in association with telecommunication tower/facility review:

- (1) Pictorial representations of "before and after" views from key viewpoints selected by the City.
- (2) Alternative designs, materials, finishes and color schemes to minimize visual discord with neighboring areas.

ii. Special Use Permit

In addition to the requirements for a special use permit, the following must be considered in association with telecommunication tower/facility review:

- (1) Demonstration that that the applicant has explored co-location opportunities at existing approved telecommunication facilities including demonstration that such co-location is not feasible.
- (2) An inventory of all existing telecommunication facilities and other structures within a reasonable distance, as determined by the Planning Board in consultation with the applicant.
- (3) Demonstration that any new facility or tower may accommodate future shared use by other telecommunications providers, including a letter of intent from the current property owner insuring good faith negotiation for future shared use of this facility/tower for telecommunication purposes.
- (4) Justification for proposed height and design of the new telecommunications tower including an analysis of alternative heights and designs.
- (5) Visual impact of the proposed tower/facility from abutting properties and streets. In addition to a completed Visual Environmental Assessment Form, a "Zone of Visibility Map" may be required to determine locations where the facility may be seen.
- (6) Certification that the new facility will not interfere with radio or television service to the adjacent properties or with public safety telecommunications.
- (7) Certification of a valid Federal Communications Commission (FCC) license.

iii. Use Variance

(1) Requirements

In addition to the requirements for a use variance, the following must be considered in association with telecommunication tower/facility review:

- (A) Demonstration that that the applicant has explored co-location opportunities at existing approved telecommunication facilities and other structures including demonstration that such co-location is not feasible.
- (B) An inventory of all existing telecommunication facilities and other structures within a reasonable distance, as determined by the Zoning Board of Appeals in consultation with the applicant.
- (C) Demonstration that a new tower/facility is necessary to meet current or expected demand for services including demonstration that existing facilities, structures, or combination thereof, could not provide the intended service.

(D) Justification for proposed height and design of the new telecommunications tower including an analysis of alternative heights and designs.

(E) Visual impact of the proposed tower/facility from abutting properties and streets. In addition to a completed Visual Environmental Assessment Form, a "Zone of Visibility Map" may be required to determine locations where the facility may be seen.

(F) Demonstration that any new tower/facility may accommodate future shared use by other telecommunications providers including a letter of intent from the current property owner insuring good faith negotiation for future shared use of this facility/tower for telecommunication purposes.

(G) Certification that the new facility will not interfere with radio or television service to the adjacent properties or with public safety telecommunications.

(H) Certification of a valid Federal Communications Commission (FCC) license.

(2) Additional Notice

In addition to use variance notice requirements per Section 13.3, the applicant must send written notification via the U.S. Postal Service of a use variance application to the following:

(A) Property owners within a geographic radius of 500 feet from the subject property boundary.

(B) Respective Town Clerk for the Towns of Greenfield, Malta, Milton, Saratoga and Wilton.

(C) Saratoga County Planning Board.

(D) Director of Saratoga County Emergency Services

(E) Administrator of any state and federal parklands from which the tower may be seen.

Notice must describe the proposed facility including the height and exact location of the tower and its capacity for future shared use. The applicant must submit documentation of this mailing to the Zoning Board of Appeals prior to the public hearing.

e. Notice of Discontinuance and Removal

The property owner or lessee must notify the Zoning Officer in writing within 30 days of the discontinuance of the approved telecommunications use. All telecommunication facilities and structures must be removed from any site within four months of the date of discontinued use.

3. Small Cell Wireless Facilities

Small Cell Wireless Facilities are regulated by City Code Chapter 243, which shall be incorporated by reference as if completely restated here. Any wireless telecommunications facility not meeting the definition and limitations of "Small Cell Wireless Facilities" set forth below shall comply with Sections 8.4.DDDDD.1 and 8.4.DDDDD.2 above.

"Small Cell Wireless Facilities" or "Microcell Wireless Facilities" shall be used interchangeably and both shall mean and include facilities that meet the following conditions:

- a. The facilities:
 - i. are mounted on structures 50 feet or less in height including their antennas as defined in 47 CFR 1.1320(d), or
 - ii. are mounted on structures no more than 10 percent taller than other adjacent structures, or
 - iii. do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- b. Each antenna associated with the deployment, excluding associated antenna equipment is no more than three cubic feet in volume;
- c. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;
- d. The facilities do not require antenna structure registration under 47 CFR Part 17; and
- e. The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in section 47 CFR 1.1307(b).

Article 8. Uses

All Small Cell Wireless facilities shall require architectural review (or historic review if located within an historic district) and approval from the Design Review Board per Section 13.9.

The Design Review Board shall be empowered to condition the issuance of an approval upon implementation of stealth, camouflage, or concealment technologies or other measures which mitigate adverse visual impacts, in any district.

All applications for small cell wireless facilities shall comply with all applicable provisions of City Code Chapter 243. However, notwithstanding anything to the contrary, where appropriate, the Design Review Board shall have the authority to waive any requirements set forth in Chapter 243 relating to an application for, or approval of, a small cell wireless facility, provided that it would further the purposes of said Chapter.

In the event that there should be any discrepancies or conflict between this section and City Code Chapter 243, the requirements of Chapter 243 shall control.

8.5 TEMPORARY USE DEFINITIONS AND STANDARDS

Temporary uses are required to comply with the standards of this section, in addition to all other regulations of this Ordinance and any licensing requirements of the City Code. These regulations are for temporary uses located on private property and a temporary use permit is required unless the standards specifically exempt the use from such. Temporary uses do not require additional parking unless specifically cited in the temporary use standards or stipulated as a condition of approval.

A. Farmers Market

1. Definition

The temporary use of structures and/or land for the sale of a variety of fresh fruits, flowers, vegetables, or ornamental plants, and other locally produced farm and food products, including value-added products, directly to consumers from farmers or from vendors that have taken such items on consignment for retail sale.

2. Standards

- a. The temporary use permit for a farmers market will be reviewed by the Planning Board.
- b. The timeframe of a farmers market, including number of days per week and overall duration of the event, will be determined and approved as part of the temporary use permit. A temporary use permit for a farmers market can be issued on a yearly basis, which allows for a schedule of days per week and number of weeks per year.
- c. A management plan is required as part of the temporary use permit application that demonstrates the following:
 - i. The on-site presence of a representative of the farmers market during hours of operation who directs the operations of vendors participating in the market.
 - ii. An established set of operating rules addressing the governance structure of the market, hours of operation, and maintenance when open to the public.
 - iii. A general site plan including vendor stalls, parking areas, visitor facilities, such as any seating areas and restrooms, and all ingress and egress points to the site.
 - iv. A lighting plan describing all temporary lighting to be installed.
 - v. Provision for waste removal if available.
 - vi. The days and hours of internal operation, including vendor set-up and take-down times.

B. Farmstand

1. Definition

A temporary structure used for the sale of a variety of fresh fruits, flowers, vegetables, ornamental plants, and other farm and food products, including value-added products, directly to consumers. The farmstand is located on property where such items are not grown or produced.

2. Standards

- a. When allowed within the district, the temporary use permit for a farmstand will be approved by the Zoning Officer when located within a residential district or the NCU and AC Districts, and will be approved by the Planning Board when allowed in any other district. For a community garden or agriculture use, a farmstand for products grown on-site is considered part of the use and does not require a temporary use permit.
- b. The timeframe of a farmstand, including number of days per week and overall duration of the event, will be determined and approved as part of the temporary use permit. A temporary use permit for a farmstand can be issued on a yearly basis, which allows for a schedule of days per week and number of weeks per year.

C. Mobile Food Vendor

1. Definition

A motor vehicle, or a food trailer towed by another vehicle, designed and equipped to prepare and sell food and/or beverages directly to consumers. It does not include wholesale food distributors. The vendor physically reports to and operates from an off-site commercial kitchen for servicing, restocking, and maintenance each operating day.

2. Standards

These standards apply to individual mobile food vendors (food trucks and food trailers) that locate on private property as an individual temporary use. When mobile food vendors are included as part of another temporary use, such as temporary outdoor entertainment event, they are approved as part of that use but are still subject to items e through j below.

- a. The temporary use permit for a mobile food vendor will be reviewed by the Planning Board.
- b. The timeframe of a temporary mobile food sales use, including number of days per week and overall duration of the event, will be determined and approved as part of the temporary use permit.
- c. The temporary use permit will be evaluated on the basis of the adequacy of the parcel size, parking provisions, traffic access, and the absence of undue adverse impact, including noise, on other properties.
- d. If the mobile food vendor operator is not the owner of the site where the truck or trailer will be located, written permission from the property owner must be submitted as part of the temporary use permit application.
- e. The permit holder must keep the area clear of litter and debris at all times.
- f. All mobile food establishments must be properly licensed by the health department.
- g. Outdoor seating may be provided on the site, but no seating may be permanently installed.
- h. A permanent water or wastewater connection is prohibited.
- i. Electrical service may be provided only by temporary service or other connection provided by an electric utility, or an on-board generator.
- j. Drive-through service is prohibited.

D. Real Estate Project Sales Office/Model Unit

1. Definition

A residential unit or units within a development that is temporarily used for display purposes as an example of dwelling units available for sale or rental in a residential development and/or sales or rental offices for dwellings within the development.

2. Standards

- a. The temporary use permit for a real estate sales office/model unit(s) will be reviewed by the Zoning Officer.
- b. A real estate sales office/model unit(s) is allowed for a residential development. Multiple model units are allowed in a multi-family building or a residential subdivision of 20 or more dwelling units.
- c. No real estate sales office/model unit(s) may be located in a manufactured home or off-site.
- d. The real estate sales office must be removed and/or closed within 30 days after the sale or rental of the last unit of the development. The model unit(s) must be closed within 30 days after the sale or rental of the last unit of the development.
- e. All activities conducted within real estate sales office/model unit(s) must be directly related to the sale of properties within the particular development. Use as a general office of operation of any firm is prohibited.

E. Temporary Cell on Wheels (COW)

1. Definition

A cell on wheels (COW) is a portable, mobile cell site that provides temporary network and wireless coverage to locations where additional cellular coverage is required due to a temporary increase in user volume at such location or states of emergency.

2. Standards

a. The temporary use permit for a temporary cell on wheels (COW) will be approved by the Zoning Officer when installed for five days or less. When installed for more than five days, the Planning Board will approve the temporary COW.

b. A temporary COW may be placed in any zoning district for a maximum of 90 days following a declaration of emergency by the City or state. This time limitation may be extended by the City Council.

F. Temporary Contractor's Office and Contractor's Yard

1. Definition

A temporary, portable, or modular structure utilized as a watchman's quarters, construction office, or equipment shed during the construction of a new development. This may include a contractor's yard where materials and equipment are stored in conjunction with a construction project.

2. Standards

a. The temporary use permit for a temporary contractor's office will be reviewed by the Zoning Officer.

b. A temporary contractor's office is allowed incidental to a construction project. A temporary contractor's office may be located in a manufactured home.

c. The temporary use permit is valid for a six month period and is renewable for six successive periods at the same location.

d. The temporary contractor's office must be removed within 30 days of completion of the construction project.

e. A contractor's yard is permitted on or on an adjacent lot to any construction demolition and can only be used during the life of the construction project.

G. Temporary Manufactured Home Dwelling

1. Definition

The use of a manufactured home on a residential lot under extraordinary temporary conditions, such as an emergency shelter.

2. Standards

The temporary use permit for temporary manufactured home dwelling will be approved by the Planning Board.

H. Temporary Outdoor Entertainment

1. Definition

A temporary live entertainment event, such as the performance of live music, revue, or play within an outdoor space. Temporary outdoor entertainment event includes fireworks shows, horse shows, carnivals/circuses, temporary worship services, and others.

2. Standards

- a. The temporary use permit for temporary outdoor entertainment will be reviewed by the Planning Board.
- b. Temporary outdoor entertainment in the residential districts is restricted to those events associated with and conducted by an institutional use within the district, such as a place of worship and educational facility, and must take place entirely on the lot containing the institutional use.
- c. A management plan is required as part of the temporary use permit application that demonstrates the following:
 - i. The on-site presence of a manager during the event.
 - ii. General layout of performance areas, visitor facilities, such as any seating areas and restrooms, parking areas, and all ingress and egress points to the site.
 - iii. Provision for waste removal and for recycling, if available.
 - iv. The days and hours of operation, including set-up and take-down times.
 - v. A description of crowd control and security measures.
 - vi. A lighting plan describing all temporary lighting to be installed.
- d. Any temporary structures must be removed within five days of conclusion of the event.
- e. Events are limited to four events per calendar year and a maximum duration of five days per event, with a minimum of 30 days between events. This limitation applies to the lot, not the operator of the temporary use. The following exceptions apply:
 - i. A temporary use permit for a carnival or circus is valid for a period of two events per calendar year no more than 14 days per event, with a minimum of 60 days between events.
 - ii. In the INST-HTR District on lots that are not part of the horse race track or associated race track training facility, temporary outdoor entertainment is limited to five days per year in addition to the thoroughbred racing meet dates.

I. Temporary Outdoor Sales

1. Definition

Temporary uses, which may include temporary structures, where goods are sold, such as consignment auctions, arts and crafts fairs, flea markets, temporary vehicle sales, and holiday sales, such as firework stands, Christmas tree lots, and pumpkin sales lots. This temporary use category does not include outdoor sales related to a retail goods establishment where such goods are part of the establishment's regular items offered for purchase, or garage sales, which are regulated by the City Code.

2. Standards

- a. The temporary use permit for temporary outdoor sales will be reviewed by the Planning Board.
- b. Temporary outdoor sales in the residential districts is restricted to those events associated with and conducted by an institutional use within the district, such as a place of worship or educational facility, and must take place entirely on the lot containing the institutional use.

- c.** A management plan is required as part of the temporary use permit application that demonstrates the following:
 - i.** An established set of operating rules addressing the governance structure of the sales event, hours of operation, maintenance, and security requirements.
 - ii.** General layout of vendor stalls, visitor facilities, such as any seating areas and restrooms, parking areas, and all ingress and egress points to the site.
 - iii.** Provision for waste removal and for recycling, if available.
 - iv.** The days and hours of operation, including vendor set-up and take-down times.
 - v.** A lighting plan describing all temporary lighting to be installed.
- d.** Any temporary structures must be removed within five days of conclusion of the event.
- e.** Temporary outdoor sales events are limited to four events per calendar year and a maximum duration of five days per event with a minimum of 30 days between events. This limitation applies to the lot, not the operator of the temporary use. The following exceptions apply:
 - i.** A temporary use permit for a seasonal sale, such as Christmas tree lots or pumpkin patches, are limited to three events per calendar year and a maximum duration of 45 days. There is no minimum time between events.
- f.** No sales and display area is permitted in any public right-of-way.

J. Temporary Outdoor Storage Container

1. Definition

Temporary self-storage containers delivered to a residence or business owner to store belongings, and then picked up and returned to a warehouse until called for.

2. Standards

- a.** The temporary use permit for temporary self-storage containers will be reviewed by the Zoning Officer or deferred to the Department of Public Safety.
- b.** Temporary storage containers are permitted in any zoning district when used for loading or unloading. Containers are permitted on site for a period not to exceed seven days without a temporary use permit. A longer time period may be approved with a temporary use permit.
- c.** Temporary storage containers may not be used for permanent storage. They may not serve as a substitute for permanent storage needs on the site on which they are located. Containers may not be permanently attached to the ground, serviced with permanent utilities, or stacked on the site.
- d.** Temporary storage containers for residential uses must be placed on a paved surface. Containers cannot block the right-of-way, including sidewalks.
- e.** Temporary storage containers cannot be placed in the public right-of-way or placed on a lot to block ingress/egress or impede right-of-way traffic unless approved by the Department of Public Safety.

Article 9. On-Site Development Standards

- 9.1 GENERAL ON-SITE DEVELOPMENT STANDARDS
- 9.2 STEEP SLOPE PRESERVATION
- 9.3 PUBLIC CIVIC SPACE REQUIREMENTS
- 9.4 EXTERIOR LIGHTING
- 9.5 ACCESSORY STRUCTURES AND USES
- 9.6 PERMITTED ENCROACHMENTS

9.1 GENERAL ON-SITE DEVELOPMENT STANDARDS

A. Number of Structures on a Lot

1. Lots used for single-family, single-family attached, or two-family dwellings are limited to one principal structure per lot unless specifically permitted as follows:
 - a. The RR District may have a second principal dwelling, as permitted by Article 3.
 - b. A historic carriage house may be used as a dwelling, as permitted by Article 8.
 - c. A secondary dwelling unit may be used as a dwelling, as permitted by Article 8.
2. For all other uses, there may be more than one principal building on a lot, but all structures must comply with the dimensional standards of the zoning district.

B. Applicability of Dimensional Requirements

All structures must meet the dimensional requirements of the zoning district in which the structure is located. No existing structure may be enlarged, altered, reconstructed, or relocated in a manner that conflicts with the requirements of the district in which the structure is located unless a variance is approved.

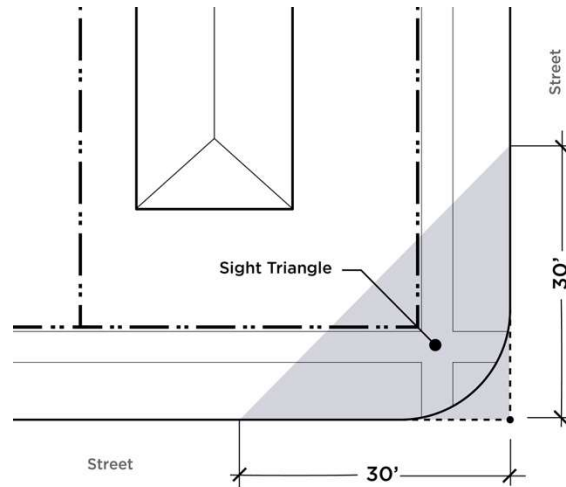
C. Prohibition of Structures in Utility Easements

Permanent structures, stormwater facilities, retaining walls, decks, and accessory structures are prohibited within utility easements unless otherwise approved by City Council or other authorizing agency. If any structures are located within a utility easement and repair or replacement of the utility is needed, the City or utility is not responsible for the replacement of any structures that may be damaged.

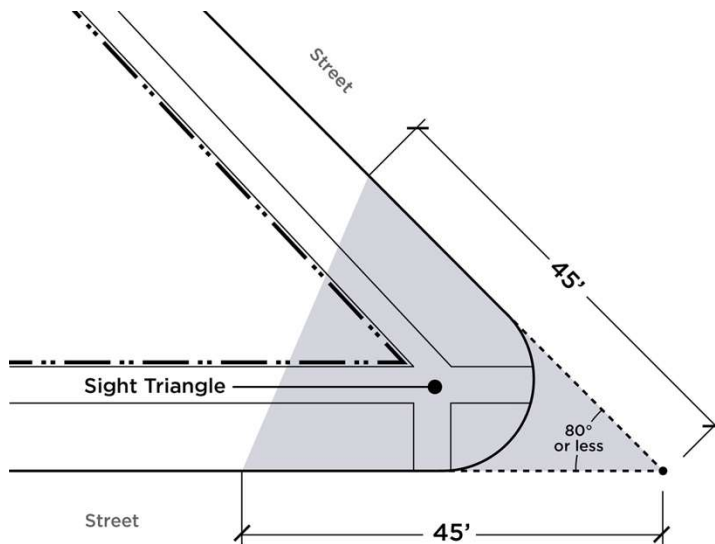
D. Sight Visibility

1. The sight clearance triangle at the intersection of two streets is the triangular area of any lot located at an intersection measured back 30 feet from the projected point of intersection of the two curb lines along each street. The sight clearance triangle cannot be obstructed by any structure, sign, fence or wall, landscape, or other object which exceeds 30 inches in height as measured from grade at tree belt.
2. However, where the projected intersection of two curb lines is 80 degrees or less, the sight clearance triangle of any lot located at an intersection of two streets is the triangular area measured back 45 feet from the projected point of intersection of the two curb lines along each street. The sight clearance triangle cannot be obstructed by any structure, sign, fence or wall, landscape, or other object which exceeds 30 inches in height as measured from grade at tree belt.

SIGHT TRIANGLE - GENERAL



SIGHT TRIANGLE - PROJECTED ANGLE 80 DEGREES OR LESS



9.2 STEEP SLOPE PRESERVATION

A. Purpose

Preservation of steep slope areas is intended to accomplish the following:

1. Conserve and protect steep slope areas from inappropriate development.
2. Prevent development that would cause excessive erosion.
3. Protect the quality of stream water which could be threatened by grading and development in steeply sloped areas.
4. Protect existing vegetative cover in steeply sloped areas, reducing run-off and flooding potential, and maintaining the natural quality of the area.

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5. Prevent inappropriate development of steeply sloped areas in order to avoid potential hazards caused by soil failure leading to structural collapse or damage.
6. Promoting the ecological balance among wildlife, vegetation and aquatic life that could be adversely affected by inappropriate development.
7. Maintain adequate foliage cover on hillsides.

B. Categories

Steep slopes are categorized as follows:

1. Steep Slopes: Slopes of 15% to 25% for a minimum of 2,000sf of contiguous sloped area, verified by an actual field topographic survey.
2. Very Steep Slopes: Slopes greater than 25% for a minimum of 2,000sf of contiguous sloped area, verified by an actual field topographic survey.

C. Disturbance Permissions

1. No more than 30% of steep slope areas can be disturbed, developed, cleared, graded, regraded or stripped of vegetation.
2. No more than 10% of very steep slope areas can be disturbed, developed, cleared, graded, regraded or stripped of vegetation.
3. No part of slopes over 35% can be disturbed, developed, cleared, graded, regraded or stripped of vegetation.
4. Earth moving activities and vegetation removal must be conducted only to the extent necessary to accommodate proposed uses and structures and in a manner that does not cause excessive surface water runoff, erosion, sedimentation, and unstable soil condition.

D. Planning Board Review

Steep slope preservation will be verified by the Planning Board. Single-family and two-family dwellings require site plan review if such would alter a steep or very steep slope area as specified in Section 9.2. The following must be verified by the Planning Board as part of site plan review:

1. Mitigation techniques must be utilized, including, but not limited to, retaining walls, tree wells, the establishment of groundcover and/or low spreading shrubs, the use of erosion control fabric and the like. Such techniques must be shown on all plans with details that depict, delineate, and otherwise describe the land development proposal.
2. There is no increase in the rate of water runoff that will adversely affect any property.
3. No vegetation will be removed from steep slopes except as necessary to achieve the following:
 - a. Operation of the allowed use in accordance with approved plans and sound conservation practices.
 - b. Woodland sanitation and management operation.
 - c. The replacement of undesirable plant material that is invasive, hazardous, or unhealthy with desirable landscape plant material.

9.3 PUBLIC CIVIC SPACE REQUIREMENTS

A. Applicability

The public civic space requirement applies in the residential mixed-use and commercial mixed-use districts for developments of 20,000 cumulative square feet or more in gross floor area.

B. Definition

Public civic spaces are public gathering spaces, seating areas, and other similar elements that provide areas that allow people to congregate. This includes public green space maintained for the use of the general public, such as parks and plazas.

C. Minimum Requirements

Developments required to provide public civic space must provide a minimum of 5% of the lot area in public civic space.

D. Public Civic Space Design

Public civic space must meet the following design requirements:

1. Access to parks, trails, plazas, courtyards, seating areas, and benches must be readily apparent to passerby. Areas for civic space may not be gated.
2. Circulation within the area for civic space must follow the probable desire lines of its users, connecting pedestrians to rights-of-way that abut the open space, trails, entrances to adjacent buildings, and any design features, such as seating areas.
3. Permanent outdoor public art installation is encouraged with sufficient area set aside for public viewing.
4. Areas for civic space must be organized around one or more central markers to establish orientation and identity.
5. The surface area of civic space cannot exceed 18 inches above or below the adjacent sidewalk level.
6. When public civic space includes public green space, the area must be substantially covered with grass, live groundcover, shrubs, plants, and trees. Points of visual interest, such as seating areas and fountains, must be integrated into the green space design.
7. Public civic space may be located within the public right-of-way with approval of the Department of Public Works prior to Planning Board review and approval.
8. Subject to site plan review and approval by the Planning Board, public civic space may be located off the subject site but within the same block, and combined with other existing public civic space located on that block. The Planning Board must find that combining the required public civic space with existing space creates a more usable area for the public. No reduction in the amount of area required is allowed.
9. All public civic spaces that are accessed by and open to the public must be compliant with the Americans with Disabilities Act (ADA) guidelines for accessibility to persons with disabilities.

E. Maintenance and Access of Public Civic Space

For public civic space on private property, a maintenance and access agreement must be approved between the developer and the City as to the perpetual maintenance and access of public civic space, unless such area is donated to the City.

9.4 EXTERIOR LIGHTING

A. Intent & Purpose

1. Intent

- a. To increase night sky visibility, to improve nighttime vision and the color rendition of outdoor light and to reduce the adverse effects of outdoor lighting on humans and the natural world.
- b. To conserve energy and resources to the greatest extent possible.

2. Purpose

- a. To curtail all forms of terrestrial light pollution, reduce sky glow and enhance the experience of the night sky for human enjoyment and inspiration.
- b. To reduce light pollution and glare from outdoor lighting fixtures and reduce excessive light levels as existing fixtures are replaced over time.
- c. To permit the use of outdoor lighting that does not exceed the minimum levels specified by recommended practices of the Illuminating Engineering Society (IES) for nighttime safety, utility, security, productivity, enjoyment, and commerce.
- d. To minimize the undesirable impacts of outdoor lighting such as light trespass, obtrusive light spillover, disabling glare and veiling luminance.
- e. To protect natural nocturnal ecosystems from the interference and damage caused by artificial lighting.
- f. To ensure that the visual aesthetics and the quality of life throughout the City of Saratoga Springs are not degraded by lighting at night and that rural character of its Greenbelt is preserved and maintained after sunset.
- g. To ensure the conservation of energy and resources to the greatest extent possible.

B. Lighting Plan Required

A lighting plan is required as part of site plan review (Section 13.5). Single-family and two-family dwellings are exempt from a lighting plan but are subject to applicable lighting requirements.

C. Lighting Standards

As of the effective date of this Ordinance, ~~April 4, 2022~~, all new lighting installed must meet the following:

- 1. For nonresidential, mixed-use, multi-family, and townhouse developments the maximum allowable footcandle at any lot line is one footcandle.
- 2. All lighting sources, except for outdoor recreation fields, must have a correlated color temperature (CCT) at or below 3,000°K.
- 3. Energy efficient lighting is required. Energy efficient lighting must be certified as efficient by one of the following: ENERGY STAR, Design Lights Consortium, Consortium for Energy Efficiency, or Federal Trade Commission's Lighting Facts certification. As part of site plan review approval, additional certifying organizations or manufacturers of energy efficient lighting can be considered.
- 4. All luminaires must be full-cutoff to emit no light above horizontal (ninety degrees (90°) above nadir), with the following exceptions:
 - a. Up to two partly shielded or unshielded luminaires at any principal entrance.
 - b. Low voltage lighting that does not project onto adjacent properties.
 - c. Shielded, directional accent lighting or uplighting that is aimed at a structure, sign, or accent feature, such as landscape, and directed so that glare is not visible from adjacent properties.
 - d. Open flame gas lamps.
 - e. Security Lighting installed with a motion vacancy sensor, which extinguishes the lights within fifteen (15) minutes after the area is vacated. semi-cutoff luminaire design
- 5. The maximum total height of a freestanding luminaire is 20 feet in a nonresidential district, and 15 feet in a residential district.
- 6. All outdoor luminaires must be located, adequately shielded, and directed such that no direct light falls on to adjacent lots.

Article 9. On-Site Development Standards

7. Flood or spot lamps must be aimed down no higher than 45 degrees to the horizontal (halfway between straight down and straight to the side) when the source is visible from any adjacent residential property.

D. Exceptions to Lighting Standards

1. All temporary emergency lighting required by public safety agencies, other emergency services, or construction are exempt from the requirements of this Ordinance.

2. Because of their unique requirements for nighttime visibility and limited hours of operation, approved outdoor recreational fields (public or private nonresidential) such as, but not limited to, football fields, soccer fields, baseball fields, softball fields, tennis courts, driving ranges, and other similar uses are exempt from the requirements of item B above and subject to the following:

a. Recreational fields are permitted a total luminaire height of 65 feet in any district. Luminaires greater than 65 feet in total height may only be approved by special use permit.

b. All lighting must be directed onto the field.

c. The recreational field lighting must be extinguished one hour following the end of the event.

d. Lighting outside the recreational field, such as for parking areas, must comply with item C above. Such lighting is not subject to the timeframe of item c above to facilitate patrons leaving the facility, cleanup, nighttime maintenance, and other closing activities.

3. Holiday and seasonal lighting designs are exempt from the requirements of this Ordinance.

4. Certain temporary uses may use lighting that does not meet the requirements of this section. When such temporary uses are allowed, approval of the lighting plan is required as part of the temporary use permit and/or any other required permits.

5. In the event that these requirements conflict with NYS Uniform Code required lighting, NYS Uniform Code requirements shall control.

6. Luminaires used for public roadway or right-of-way illumination or installed by a utility to light public rights-of-way are not controlled by this Ordinance. Such lighting is subject to City standard details, which may include specific historic lighting requirements. The historic lighting overlay map is provided separately for reference.

E. Prohibited Lighting

1. Mercury vapor.

2. Flickering or flashing lights.

3. Searchlights, laser source lights, or any similar high intensity.

4. Neon or LED lighting to outline doors, windows, architectural features, and building facades.

5. Any light fixture that can be confused with or construed as a traffic control device.

6. Metal halide, except as approved by the City Engineer and only when the correlated color temperature (CCT) is less than 3,000°K and when the arc tube of the lamp is enclosed with a protective acrylic or tempered glass shroud.

9.5 ACCESSORY STRUCTURES AND USES

A. General Regulations for Accessory Structures

All accessory structures are subject to the following regulations, unless otherwise permitted or restricted by specific regulations of this section and Ordinance.

1. A building permit may be required for the construction of an accessory structure per City Code Chapter 118.
2. Only those accessory structures permitted by this section and Section 9.6 are permitted in required setbacks. Certain accessory structures may also be prohibited in certain yards.
 - a. The use of the term “yard” refers to the area between the applicable building facade line and lot line. The distinction is made because certain principal buildings may not be built at required setback lines, thereby creating a yard larger than the minimum setback dimension.
 - b. When an accessory structure is allowed within a required setback, it is also allowed within the corresponding yard, but may be subject to additional limitations.
 - c. Where there is no principal building on the lot, no new accessory structure is permitted unless authorized by the Zoning Officer.
3. The maximum height of any detached accessory structure is 65% of the height of the principal building or 22 feet, whichever is greater, unless otherwise permitted or restricted by this Ordinance. These height limitations do not apply to any structure accessory to an active agricultural use, an extraction of stone, sand, and gravel use, or to horse stables and barns, which are not limited in height.
4. Detached accessory structures must be setback a minimum of five feet from any lot line in all districts except the RR and SR Districts, unless otherwise permitted or restricted by this Ordinance. In the RR and SR Districts, detached accessory structures must be setback as follows:
 - a. In the RR District, no detached accessory structures are permitted in the required front, interior side, and corner side setbacks. Detached accessory structures must be setback a minimum of 50 feet from a rear lot line in the rear setback.
 - b. In the SR District, no detached accessory structures are permitted in a required setback.
5. Accessory structures are included in the calculation of all maximum impervious surface and building coverage requirements of the district.
6. The footprint of any single detached accessory structure cannot exceed the footprint of the principal building. This does not apply to any accessory to an active agricultural use, an extraction of stone, sand, and gravel use, or to horse stables and barns, which are not limited in area.
7. An accessory structure located on the same zoning lot as the principal structure may contain finished space, but may not contain cooking facilities, sleeping space, or indoor bathing facilities (bathtub or shower). Plumbing fixtures are only permitted on the first floor level or below. This does not apply to an approved secondary dwelling unit or historic carriage house/barn dwelling use that has been approved per Article 8, in which case those standards control.
8. Newly defined accessory structures, as of the effective date of this Ordinance, built without a permit, are subject to the standards of Section 19.3.G.

B. Amateur (ham) Radio Equipment

1. Towers that solely support amateur (ham) radio equipment and conform to all applicable performance criteria are permitted in the rear yard only, and must be located ten feet from any lot line. Towers are limited to the maximum building height of the applicable district plus an additional five feet, unless a taller tower is technically necessary to engage successfully in amateur radio communications and a special use approval is obtained.
2. Antennas may be building-mounted and are limited to a maximum height of five feet above the structure, unless a taller antenna is technically necessary to engage successfully in amateur radio communications and special use approval is obtained.

Article 9. On-Site Development Standards

3. An antenna or tower that is proposed to exceed the height limitations is a special use. The operator must provide evidence that a taller tower and/or antenna is technically necessary to engage successfully in amateur radio communications. In addition, the applicant must provide evidence that the tower and/or antenna will not prove a hazard and that it conforms to all applicable performance criteria. As part of the application, the applicant must submit a plan showing the proposed location of the tower or antenna, as well as its relation to the principal building and accessory structures.

4. Any antennas and/or towers owned and operated by the City are exempt from these requirements.

C. Aquaculture/Aquaponics

1. Aquaculture/aquaponics facilities are permitted in the rear yard only and must be located a minimum of ten feet from any lot line.

2. All aquaculture/aquaponics operations must be located within fully or partially enclosed structures designed for holding and rearing fish, and contain adequate space and shade.

D. Carport

1. Carports must be located over a paved surface and accessed by a driveway.

2. A carport is permitted only in the interior side, corner side, or rear yard.

3. Carports must meet the corner side setback, and must be located five feet from a lot line in the interior side or rear yard. No carport may be located in front of the front building line.

4. The total length of a carport is limited to 22 feet.

5. A carport must be open on at least two sides except for the necessary supporting columns and customary architectural features.

6. A carport must be constructed as a permanent structure. Temporary tent structures are not considered carports.

E. Chicken Coops

1. Chicken coops are permitted only in the rear yard and must meet all district setback requirements.

2. A chicken coop is limited to a maximum of 120 square feet. A minimum of five square feet must be provided per chicken.

3. A chicken coop must include a fenced outdoor enclosure.

4. The chicken coop and fenced enclosure must be kept in good repair, maintained in a clean and sanitary condition, and free of vermin and obnoxious smells and substances. The coop must provide adequate light and ventilation.

5. Any manure must be composted in enclosed bins.

F. Coldframe Structures

1. Coldframe structures up to three feet in height are permitted in all yards.

2. Coldframe structures over three feet in height and up to a maximum of six feet are permitted in the rear yard only.

3. Each coldframe structure is limited to a maximum square footage of 80 square feet.

4. Coldframe structures must meet the setback requirements of Section 9.5.A.4.

Article 9. On-Site Development Standards

5. When part of a community garden, each coldframe structure is permitted a maximum square footage of 160 square feet and six feet in height, and must meet all required setbacks.

G. Dock (Private)

1. Private docks may not be used to generate income or in exchange for any other form of compensation.
2. Private docks may include covered boat storage, subject to the general height limitations for accessory structures in Section 9.5.A.
3. Private docks and/or covered boat storage may not contain finished space or habitable space.
4. Private docks are permitted to encroach into the required rear yard setback and are not subject to the general setback requirements for accessory structures at the rear property line.
5. Private docks are subject to all applicable regulations of the NYS Department of Environmental Conservation and/or the US Army Corps of Engineers.

H. Donation Boxes

1. Donation boxes are permitted for nonresidential uses in nonresidential districts only.
2. Only one donation box is permitted per lot. Donation boxes are only permitted on a site where there is a principal building.
3. Donation boxes can only be located to the side or rear of the principal building. In no case may a donation box be located in a front yard. No donation box may be located within a required parking space.
4. Donation boxes must meet the setback requirements of Section 9.5.A.4.
5. The area surrounding the donation box must be kept free of any junk, debris, or other material.
6. Donation boxes must be maintained in good condition and appearance with no structural damage, holes, or visible rust, and must be free of graffiti.
7. Donation boxes must be locked or otherwise secured.
8. Donation boxes must contain the following contact information on the front of each donation box: the name, address, email, and phone number of the operator.

I. Electric Vehicle Charging Station

1. Electric vehicle charging stations must comply with the standards of the New York State Energy Research and Development Authority's manual, "Siting and Design Guidelines for Electric Vehicle Supply Equipment."
2. Electric vehicle charging stations are permitted as an accessory use within any principal or ancillary parking facility, or gas station, located within the area of designated vehicle parking spaces.
3. If visible from public right-of-way in the Historic Review Overlay District, charging stations are subject to review by the Design Review Board.
4. Commercial electric vehicle charging stations must be either level 2 charging stations or level 3 fast charging stations, or the equivalent if standard industry categorizations change.
5. Private charging stations are permitted as an accessory use to all residential uses to serve the occupants of the dwelling(s) located on that property. Residential charging stations must provide a dedicated circuit in close proximity to vehicle parking.
6. Public electric vehicle charging station spaces must be posted and painted with a sign indicating the space is only for electric vehicle charging purposes. Days and hour of operations must be included if tow away provisions are to be enforced by the owner of the property. Information identifying voltage and amperage levels and/or safety information must be posted.

7. Charging station equipment must be maintained in good condition and all equipment must be functional. Charging stations no longer in functional use must be removed within 30 days of discontinuance.

J. Fences and Walls

1. General Requirements

- a. When additional fence and wall requirements are found in the use standards of Article 8 or the landscape standards of Article 11, such requirements control.
- b. The following materials are prohibited in the construction of fences and walls:
 - i. Scrap metal
 - ii. Corrugated metal
 - iii. Sheet metal
 - iv. Spiked posts, which means sharpened ends of fence posts that can cause physical damage to persons and animals
 - v. Razor wire and barbed wire
 - vi. Chicken wire, unless part of a small animal enclosure.
- c. A fence or wall, including all posts, bases, and other structural parts must be located completely within the boundaries of the lot on which it is located.
- d. Fences and walls meeting the requirements of this Section are permitted to encroach into the required setback.
- e. Fences and walls are subject to the corner visibility provisions of Section 9.1.D

2. Height

Fences and walls located within five feet of any lot line are measured from grade level on the adjacent property's side of the lot line. Fences or walls located further than five feet from the lot line are measured from the finished grade at the base of the side directed toward the abutting property or right-of-way. The maximum height of fences and walls, including combinations of both, is as follows:

- a. In the residential and residential mixed-use districts, maximum fence and wall height is as follows:
 - i. In the required front and corner side setbacks, a fence and/or wall is permitted up to a maximum height of four feet.
 - ii. Fences or walls are limited to a maximum height of six feet.
- b. In nonresidential districts, a maximum height of eight feet is permitted within any nonresidential district, or along any boundary between a residential and nonresidential district.
- c. Light fixtures, post tops, finials and other ornamentation above the mass of the wall or fence must not exceed 1/3 of the permitted height of the fence or wall. Such ornamentation may be placed at intervals no less than eight feet on average.

3. Exceptions for Agricultural Use

Notwithstanding the above, any lot in active agricultural use is subject to the following fence height restrictions.

- a. In the required front and corner side setbacks, a fence is permitted up to a maximum height of five feet.
- b. In all other areas, a fence is permitted up to a maximum height of eight feet.
- c. Barbed wire and chicken wire fences are permitted.

Article 9. On-Site Development Standards

d. Corral fences are limited to a maximum height of five feet and are permitted in any setback where animals are contained. Wire is allowed on the inside of such fences.

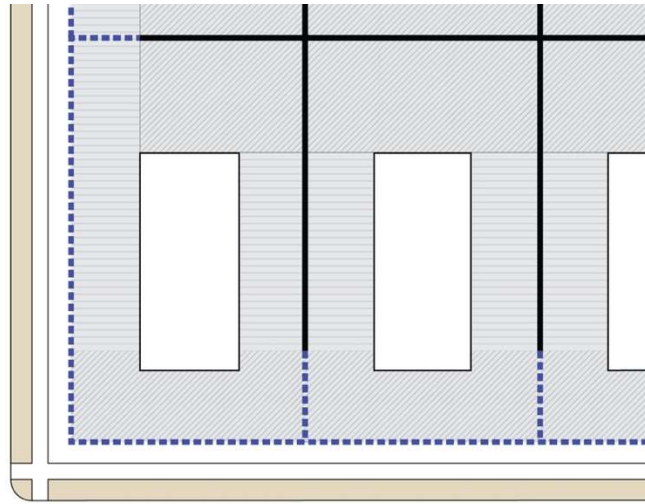
4. Orientation

Fences and walls must have the finished face of the wall or fence directed toward the abutting property or right-of-way.

5. Maintenance

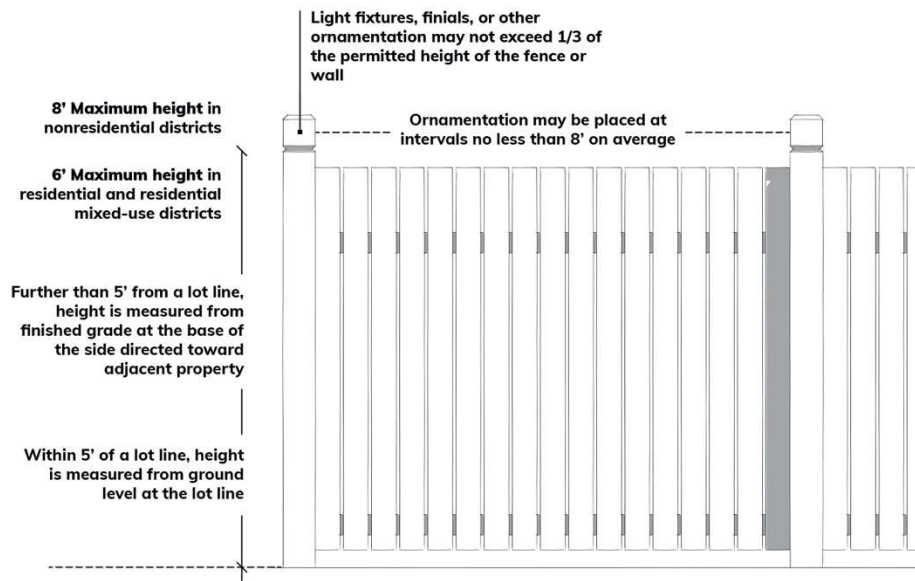
The property owner on whose land the fence or wall is located is responsible for the maintenance of both sides of the fence or wall. If the property owner is denied access to the abutting property, the property owner is relieved of the maintenance obligation.

FENCES AND WALLS: LOCATION AND HEIGHT



Residential Districts

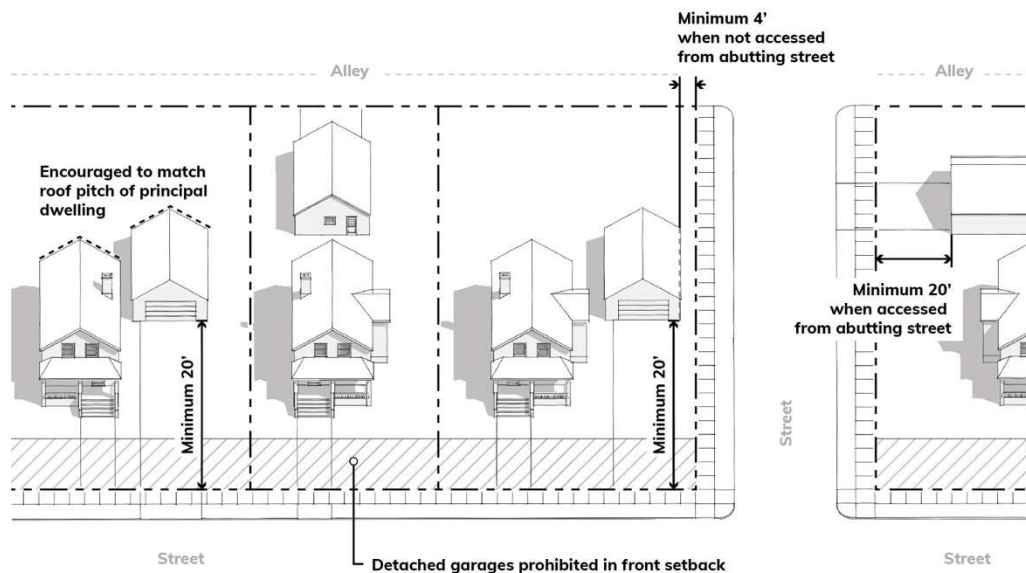
- Fences & Walls limited to a maximum of 4' in height in required front and corner-side setbacks
- Fences permitted to maximum height of 6'



K. Garage, Detached

1. Detached garages are permitted in the rear and interior side yards. Detached garages are prohibited in the front setback.
2. Detached garages must be set back a minimum of 20 feet from the lot line where access to the garage is taken with the following exceptions:
 - a. Where access to the garage is taken from an alley, the general regulations for accessory structures in Section 9.5.A control.
3. Detached garages are permitted in the corner side yard, subject to the following:
 - a. Where the garage is located in the corner side yard and takes access from the abutting street, the garage must be set back 20 feet from the corner side lot line.
 - b. Where the garage is located in the corner side yard but does not take access from the abutting street, the garage must be set back four feet from the corner side lot line and must be set back a minimum of 20 feet from the lot line where access to the garage is taken.
4. Detached garages are encouraged to match the pitch of the roof of the principal dwelling.

DETACHED GARAGE



L. Generic Legal Item Exchange Box

1. Generic legal item exchange boxes are permitted in front or corner side yard only and must be located a minimum of one foot from any lot line, measured from the base of the exchange box.
2. No exchange box may be located so that it impedes pedestrian access or circulation, obstructs parking areas, or creates an unsafe condition. Boxes cannot be located within the required site visibility standards.
3. Generic legal item exchange boxes are prohibited in the public right-of-way.

Article 9. On-Site Development Standards

4. Each exchange box must be designed and constructed in such a manner that its contents are protected from the elements. All items must be fully contained within a weatherproof enclosure that is integral with the structure that comprises the exchange box.
5. Generic legal item exchange boxes are limited to a maximum height of five feet to the highest point of the structure, and a maximum width and depth of three feet.
6. Foundations comprised of masonry pavers or other similar moveable materials are permitted.
7. No more than one generic legal item exchange box is permitted per lot.
8. No fees, sales, or other compensation is permitted as part of the generic legal item exchange box.

M. Home Occupations

1. Home occupations are permitted in a dwelling unit as an accessory use provided that this use is clearly incidental and secondary to the primary use of the dwelling for residential purposes and does not change the character of the dwelling unit or adversely affect the surrounding residential district of which it is a part.
2. The home occupation must be conducted entirely within the principal building and is limited to 15% of the gross floor area of the principal building. Home occupations cannot be conducted within a detached accessory structure.
3. The property owner must obtain a building permit and/or certificate of occupancy, as required by the Building Department, to establish a home occupation.
4. A member or members of the immediate family occupying the dwelling and no more than one person who is not a resident member of the immediate family may be in the home at any given time to work in connection with the home occupation.
5. No alteration of the principal building may be made that changes the residential character of that dwelling. Displays or activities that indicate from the exterior that the structure is being used, in part, for any purpose other than that of a residence are prohibited.
6. The home occupation cannot generate more than ten visits to the property per day. Visits are limited to the hours of 8:00am and 9:00pm.
7. No commodities can be sold or services rendered that require receipt or delivery of merchandise, goods, or equipment other than by a passenger motor vehicle or by parcel or letter carrier mail services using vehicles typically employed in residential deliveries.
8. The home occupation and all related activity, including storage, equipment, and display, must be conducted completely within the principal building.
9. No toxic, explosive, flammable, combustible, corrosive, etiologic, radioactive, or other restricted materials may be used or stored on-site. There must be no perceptible noise, odor, smoke, electrical interference, vibration, or other nuisance emanating from the structure where the home occupation is located in excess of that normally associated with residential use.
10. The use or storage of tractor trailers, semi-trucks, or heavy equipment, such as construction equipment used in a commercial business, is prohibited.
11. The home occupation cannot create greater vehicular or pedestrian traffic than is average for a residential area. The home occupation and any related activity must not create any traffic hazards or nuisances in public rights-of-way. Any need for additional parking generated by the home occupation must be met on-site.
12. Only one non-illuminated, wall sign no more than 1.5 square feet in area is permitted in association with the home occupation.
13. Day care homes of any type are not considered a home occupation and are regulated separately by this Ordinance as a principal use in Article 8.

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14. Repair and service of any vehicles, any type of heavy machinery or any type of engine, is prohibited. Small electronic repair, such as computers, is allowed.

15. Rental services, where any materials for rent are stored on-site and customers visit the residence to pick-up and return the product, are prohibited.

16. Dispatching services, where workers report to the home for dispatching, are prohibited.

17. The business of firearm transfers is prohibited.

N. Horse Stables (Private)

1. Private horse stables are permitted in the residential districts and in the INST-HTR District. In the residential districts, 20,000 square feet of lot area is required for each horse.

2. The occupant of the lot must be the owner of such horses. A maximum of two visiting horses is permitted upon a lot at any one time and for a maximum stay of 30 days. If a visiting horse remains on such lot after sunset, a loafing shed or other shelter must be provided for such visiting horse.

3. Horse stables, horse barns, and structures accessory to the keeping of horses are limited to following lot coverages. In no case may the total coverage of all horse-related structures, other accessory structures, and principal buildings violate the district's lot coverage maximum:

- a. RR District: 5%
- b. SR District: 8%
- c. Other residential districts: 10%
- d. INST-HTR District: 8%

4. Horse stables must meet the following:

- a. An inside stall is provided for each horse.
- b. Box stalls are available for all horses stabled.
- c. All stalls must have feeders and water available.

5. The following are prohibited as part of private horse stables:

- a. Horse auctions.
- b. Horse breeding.
- c. Horse clinics.
- d. Horse demonstrations and exhibitions (horse shows).
- e. Boarding horses.

6. Manure may only be stored in appropriate containers. The containers must be located 100 feet from any lot line. Spreading of manure is prohibited.

7. Grain and other feeds must be stored in such a manner as to minimize the presence of mice, rats, and other vermin.

O. Mechanical Equipment

Mechanical equipment includes heating, ventilation, and air conditioning (HVAC) equipment, electrical generators, power storage, pool pumps, and similar equipment.

1. Ground-Mounted Equipment

a. Mechanical equipment is permitted in the interior side or rear yard only. Mechanical equipment must meet the setback requirements of Section 9.5.A.4.

b. For multi-family and nonresidential uses, ground-mounted mechanical equipment must be screened from public view by a decorative wall, solid fence, or year-round landscaping that is compatible with the architecture and landscaping of a development site. The wall, fence, or plantings must be of a height equal to or greater than the height of the mechanical equipment being screened.

2. Roof-Mounted Equipment

a. For structures 40 feet or more in height, all roof equipment must be set back from the edge of the roof a minimum distance of one foot for every two feet in height.

b. For structures less than 40 feet in height and for any building where roof equipment cannot meet the setback requirement of item a above, there must be either a parapet wall to screen the equipment or the equipment must be housed in solid building material that is architecturally integrated with the structure.

3. Wall-Mounted Equipment

a. Wall-mounted mechanical equipment is not permitted on the front or corner side facade of the building. Wall-mounted equipment can encroach into the rear and interior side setbacks.

b. For multi-family and nonresidential uses, wall-mounted mechanical equipment that protrudes more than 12 inches from the outer building wall must be screened from view by structural features that are compatible with the architecture of the subject building.

c. Wall-mounted mechanical equipment that protrudes less than 12 inches must be designed to blend with the primary color and architectural design of the subject building.

d. These requirements do not apply to window air conditioning units or satellite dishes, which are regulated separately.

P. Mural

Murals are limited to an area of 50% of a building wall.

Q. Outdoor Sales and Display (Accessory)

1. The regulations of this section apply only to outdoor sales and display located entirely on the lot and accessory to the principal use of the site. Outdoor sales and display located on the right-of-way is regulated separately by the City Code.

2. Retail goods establishments and heavy equipment sales, service, and storage establishments in the nonresidential districts are permitted to have accessory outdoor sales and display of merchandise. Such merchandise must be that customarily sold on the premises.

3. All outdoor display of merchandise must be located adjacent to the storefront and not in drive aisles, loading zones, or fire lanes. It may be located in a parking lot so long as the minimum number of required parking spaces remain unobstructed.

4. No display may be placed within five feet of either side of an active door, or within 20 feet directly in front of an active door.

5. A minimum clear width for pedestrian traffic of eight feet is provided and maintained along any private sidewalk located within the lot.

R. Outdoor Storage (Accessory)

1. The regulations of this section apply only to outdoor storage located entirely on the lot and accessory to the principal use of the site. Outdoor storage as a principal use of the site is regulated in Article 8.
2. The following uses are permitted outdoor storage: greenhouse/nursery – retail, including the growing of plants in the open, marinas, heavy equipment sales, service, and storage, and service establishments, vehicle dealerships, vehicle rentals, vehicle operations facility, vehicle repair/service, light industrial, general industrial, and extraction of stone, sand, and gravel . The Zoning Officer can also render an interpretation that a use not listed here would typically have outdoor storage, and allow such use to include outdoor storage on the site. These uses are permitted accessory outdoor storage in accordance with the following provisions:
 - a. No outdoor storage is permitted in any public right-of-way or located so that it obstructs pedestrian or vehicular traffic.
 - b. Outdoor storage is prohibited in a required interior side or corner side setback. Outdoor storage is prohibited in the front yard.
 - c. Outdoor storage may be located in a parking lot so long as the minimum number of required parking spaces remain unobstructed.

S. Personal Work/Recreation Space

1. A detached accessory structure may be used as a personal work or recreation space for an occupant of the dwelling. Only a member or members of the immediate family occupying the dwelling may use such space.
2. Client and/or customer visits are prohibited. No commodities can be sold or services rendered to the public or clients from the personal work space.
3. A full bath, cooking facilities, and sleeping accommodations are prohibited.
4. All activity, including storage, and equipment, must be conducted completely within the structure.
5. The activity cannot require receipt or delivery of merchandise, goods, or equipment other than by a passenger motor vehicle or by parcel or letter carrier mail services using vehicles typically employed in residential deliveries.
6. Activities conducted inside a personal work or recreation space cannot create greater vehicular or pedestrian traffic than is average for a residential area. The activity must not create any traffic hazards or nuisances in public rights-of-way.
7. No toxic, explosive, flammable, combustible, corrosive, etiologic, radioactive, or other restricted materials may be used or stored on-site. There must be no perceptible noise, odor, smoke, electrical interference, vibration, or other nuisance emanating from the structure where the activity is located in excess of that normally associated with residential use.

T. Refuse and Recycling Containers

These provisions do not apply to standard personal refuse and recycling bins, approximately 96 gallons or less in size.

1. Refuse and recycling containers are prohibited in the front or corner side yard. No dumpsters may be located on any right-of-way, including alleys.
2. Enclosures are required as follows:
 - a. All refuse and recycling containers must be fully enclosed on three sides by a solid fence, wall, or wall extension of the principal building a minimum of six feet and a maximum of eight feet in height. The wall or wall extension must be constructed as an integral part of the building's architectural design
 - b. The enclosure must be gated. Such gate must be solid and a minimum of six feet and a maximum of eight feet in height. This requirement does not apply to refuse containers located adjacent to an improved alley.

- c. The gate must be maintained in good working order and must remain locked except when refuse/recycling pick-ups occur. The gate must be architecturally compatible with other buildings and structures on the site.
- d. Refuse and recycling containers must remain in the enclosure with the gate closed and/or locked.

U. Satellite Dish Antennas

1. General Requirements

- a. Satellite dish antennas must be permanently installed on a building, in the ground, or on a foundation, and cannot be mounted on a portable or movable structure.
- b. Subject to operational requirements, the dish color must be of a neutral color, such as white or grey. No additional signs or advertising is permitted on the satellite dish itself, aside from the logos of the satellite dish service provider and/or dish manufacturer.
- c. Antennas no longer in use must be immediately removed.
- d. Every effort must be made to install satellite dish antennas in locations that are not readily visible from neighboring properties or from the public right-of-way.

2. Additional Standards for Large Satellite Dish Antennas

Large satellite dish antennas, which are greater than one meter (3.28 feet) in diameter, are subject to the general requirements above as well as the following requirements:

- a. Large satellite dish antenna are permitted only in the rear yard, and must be set back a distance from all lot lines that is at least equal to the height of the dish, but in no case less than five feet from any lot line.
- b. Roof-mounting is permitted only if the satellite dish antenna is entirely screened from public view along the right-of-way by an architectural feature.
- c. A large satellite dish antenna must be located and screened so that it cannot be readily seen from public rights-of-way or adjacent properties. Screening includes solid fences or walls or plant materials located to conceal the antenna and its support structure. Plants must be a minimum of five feet tall at the time of installation.

V. Solar Energy System - Tier 1 and Tier 2

The following standards apply to Tier 1 and Tier 2 solar energy systems, which are accessory structures. Tier 3 solar energy systems are a principal use and the permissions and standards of Article 8 apply. Tier 3 solar energy systems are defined in Article 8.

1. Tier 1 Solar Energy Systems

Tier 1 solar energy systems are permitted in all districts and are subject to the following conditions:

a. Roof-Mounted Solar Energy Systems

- i. Roof-mounted solar energy systems must incorporate, when feasible, the following design requirements:
 - (1) Solar panels on pitched roofs must be mounted with a maximum distance of eight inches between the roof surface the highest edge of the system.
 - (2) Solar panels on pitched roofs must be installed parallel to the roof surface on which they are mounted or attached.
 - (3) Solar panels on pitched roofs cannot extend higher than the highest point of the roof surface on which they are mounted or attached.
 - (4) Solar panels on flat roofs cannot extend above the top of the surrounding parapet, or more than 24 inches above the flat surface of the roof, whichever is higher.

- ii. All solar panels must have anti-reflective coating(s).
- iii. Roof-mounted solar energy systems are not included as part of the maximum height calculation.

b. Building-Integrated Solar Energy Systems

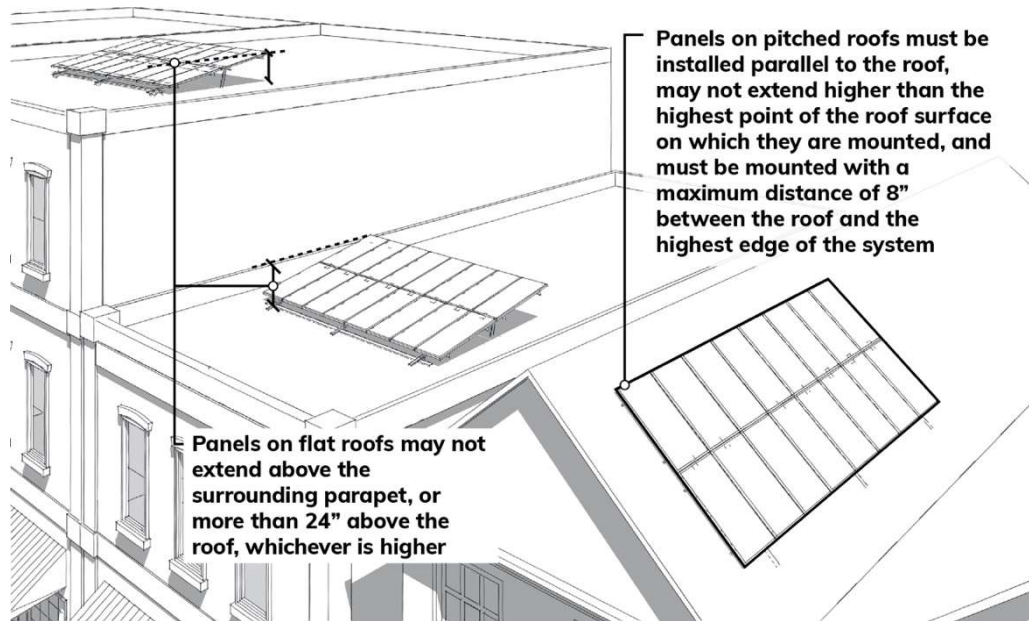
Building-integrated solar energy systems are permitted as a Tier 1 solar energy system.

2. Tier 2 Solar Energy Systems

Tier 2 solar energy systems are permitted in all districts and are subject to the following conditions:

- a. All solar panels must have anti-reflective coating(s).
- b. Tier 2 solar energy systems are subject to the general setback regulations for accessory structures. Ground-mounted solar energy systems must be installed only in the rear and interior side yards.
- c. Tier 2 solar energy systems are limited to a maximum of 14 feet in height.
- d. Tier 2 solar energy systems that have been abandoned and/or not producing electricity for a period of 12 months must be removed by the property owner at the property owner's expense.

SOLAR ENERGY SYSTEM



W. Swimming Pools

In addition to the requirements of City Code Chapter 209 and other applicable regulations, swimming pools are subject to the following standards. Swimming pools are included in impervious surface and accessory coverage calculations and subject to all district maximums on impervious surface.

1. Residential Swimming Pools

- a. Residential swimming pools may be installed only as accessory to a residence for the exclusive use of the owners or occupants of such residence and their guests.
- b. A swimming pool is permitted only in the rear or interior side yard.
- c. No pool wall or related structure may be located within eight feet of an adjoining lot line. There is no required separation distance from the swimming pool to the principal structure.

2. Commercial or Club Swimming Pools

- a. Club swimming pools are permitted as an accessory structure to a permitted membership club.
- b. Commercial or club pools must be located ten feet from any lot line.

3. Enclosure

- a. All pools must be completely surrounded by an enclosure preventing unimpeded access.
- b. A residence or accessory structure may be used as part of such enclosure.
- c. Fencing must be between four and six feet in height with support posts at no less than eight foot intervals. Wire mesh fencing cannot have openings, holes, or gaps larger than two inches in diameter.
- d. An unobstructed maintenance area, at least three feet in width, must be maintained between the side walls of the pool and surrounding fence or structure.
- e. Above-ground pools with solid walls preventing entrance to the pool, except by an entrance ladder, do not require additional fencing if it meets the Uniform Code requirements for a pool barrier.

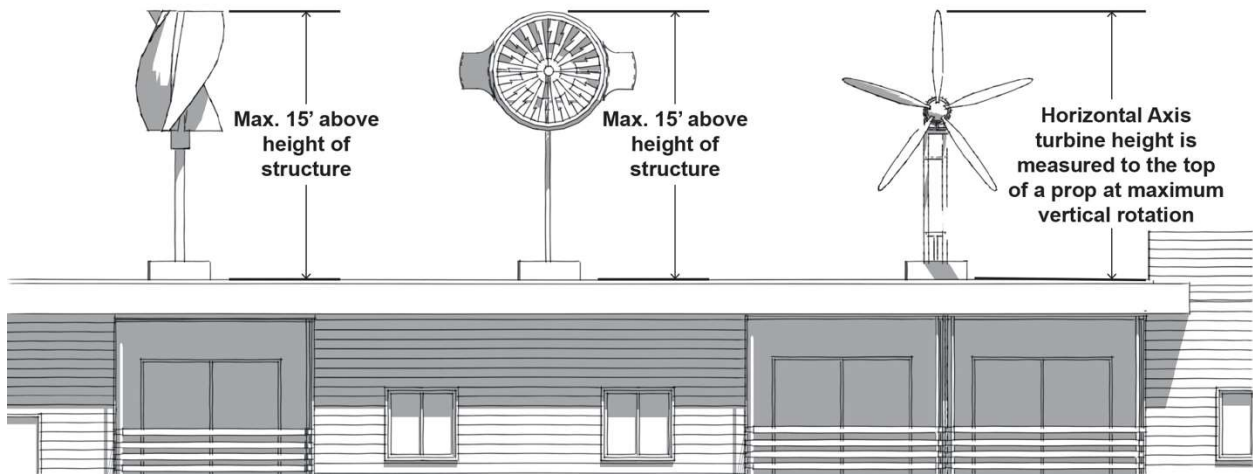
4. Lighting Restrictions

No lighting, operated in connection with a pool, may illuminate beyond the property lines.

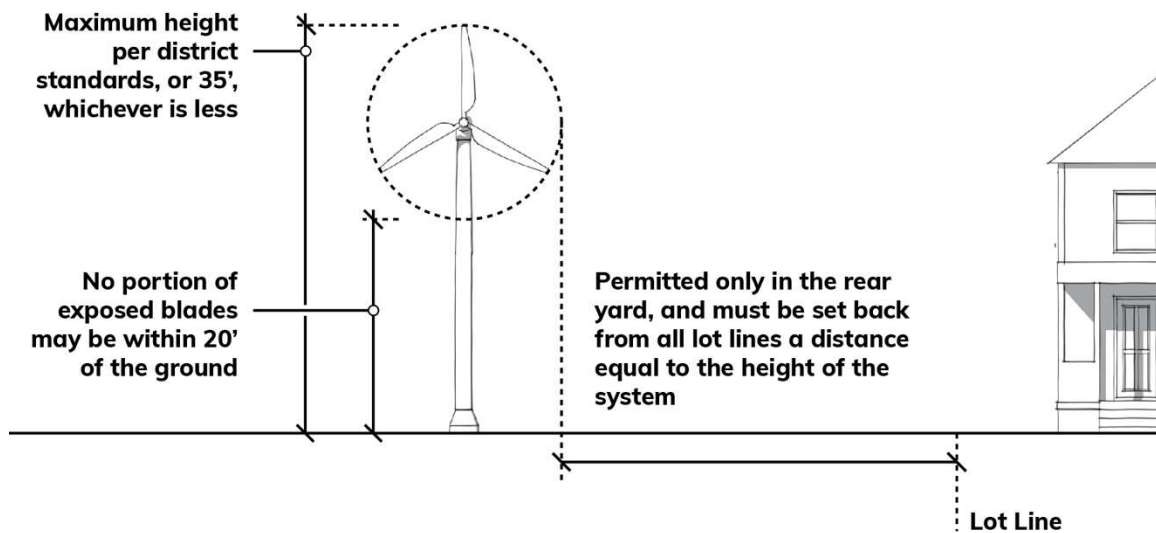
X. Wind Turbines

- 1. Wind turbines may be designed as either vertical or horizontal axis turbines, or designs that combine elements of the different types of turbines.
- 2. Wind turbines are subject to the following height restrictions:
 - a. The maximum height of any ground-mounted wind turbine is the maximum height allowed in the district or 35 feet, whichever is less. A taller height may be allowed by special use.
 - b. The maximum height of any wind turbine mounted upon a structure is 15 feet above the height of such structure. A taller height may be allowed by special use.
 - c. Maximum height is the total height of the turbine system as measured from the base of the tower to the top. For horizontal axis turbines, the maximum vertical height of the turbine blades is measured as the length of a prop at maximum vertical rotation.
 - d. No portion of exposed turbine blades may be within 20 feet of the ground. Unexposed turbine blades may be within ten feet of the ground.
- 3. Ground-mounted wind turbines are permitted only in the rear yard. The tower must be set back from all lot lines equal to the height of the system. No principal buildings may be located within this area.
- 4. All wind turbines must be equipped with manual (electronic or mechanical) and automatic over speed controls to limit the blade rotation speed to within the design limits of the wind energy system.

WIND TURBINE - ROOF-MOUNTED



WIND TURBINE - GROUND-MOUNTED



9.6 PERMITTED ENCROACHMENTS

An encroachment is the extension or placement of an architectural feature or accessory structure into a required setback. Permitted encroachments are indicated in Table 9-B: Permitted Encroachments into Required Setbacks.

A. Section 9.5 above contains regulations on additional accessory structures and architectural features, which may include additional permissions or restrictions on their permitted encroachment into required setbacks. Table 9-B contains a reference to the above standards.

B. When Table 9-B allows an encroachment into a required setback, the encroachment must still be setback from a lot line as required by Section 9.5.A for an accessory structure, unless the Table specifically permits a closer encroachment or requires a greater setback from a lot line.

C. When an accessory structure or architectural feature regulated by Table 9-B is allowed within a required setback, it is also allowed within the corresponding yard. When an accessory structure or architectural feature regulated by Table 9-B is prohibited from encroaching in a required setback, it may be allowed within the corresponding yard, unless specifically prohibited by the table.

D. A building permit may be required for the construction of an accessory structure per City Code Chapter 118.

Table 9-B: Permitted Encroachments Into Required Setbacks Y= Permitted // N= Prohibited Max. = Maximum // Min. = Minimum				
	Front Setback	Corner Side Setback	Interior Side Setback	Rear Setback
Accessibility Ramp (Retrofit) <i>Min. 3' from lot line</i>	Y	Y	N	Y
Air Conditioner Window Unit <i>Max. projection of 18" from building wall</i>	Y	Y	Y	Y
Amateur (ham) Radio Equipment	See Section 9.5			
Aquaculture/Aquaponics	See Section 9.5			
Awning <i>Max. of 2' from building wall</i> <i>Min. of 4' from lot line</i> <i>Does not include awnings used as a sign (See Article 12)</i>	Y	Y	Y	Y
Balcony	N	N	N	N
Bay Window	N	N	N	N
Canopy for Multi-Family Dwelling <i>Max. of 2' from building wall</i> <i>Max. 15' width or no more than 3' extension on either doorway side, whichever is less</i> <i>Does not include canopies used as a sign (See Article 12)</i> <i>Location in the right-of-way is subject to approval by DPW</i>	N	N	N	N
Canopy for Nonresidential Use <i>Max. of 2' from building wall</i> <i>Max. 15' width or no more than 3' extension on either doorway side, whichever is less</i> <i>Does not include canopies used as a sign (See Article 12)</i> <i>Location in the right-of-way is subject to approval by DPW</i>	N	N	N	N
Carport	See Section 9.5			
Chicken Coop	See Section 9.5			
Chimney <i>Max. of 18" into setback</i>	Y	Y	Y	Y
Coldframe Structure	See Section 9.5			
Compost Pile <i>Min. 10' from a lot line</i> <i>Prohibited in front yard</i>	N	N	Y	Y
Docks (Private)	N	N	N	Y
Donation Box	See Section 9.5			

Article 9. On-Site Development Standards

Table 9-B: Permitted Encroachments Into Required Setbacks Y= Permitted // N= Prohibited Max. = Maximum // Min. = Minimum				
	Front Setback	Corner Side Setback	Interior Side Setback	Rear Setback
Eaves (Roof) Max. of 18" into setback Min. of 4' from any lot line	Y	Y	N	Y
Electric Vehicle Charging Station	See Section 9.5			
Escape Well Max. of 4' into setback Min. of 3' from any lot line	Y	Y	Y	Y
Exterior Stairwell Max. of 4' into setback Min. of 3' from any lot line	N	Y	Y	Y
Fences and Walls	See Section 9.5			
Fire Escape Max. of 4' into setback Min. of 3' from any lot line	N	Y	Y	Y
Garage, Detached	See Section 9.5			
Gazebo or Pergola <i>Prohibited in front yard</i>	N	N	N	N
Greenhouse <i>Prohibited in front and corner side yard</i>	N	N	N	N
Horse Stable (Private)	See Section 9.5			
Legal Item Exchange Box	See Section 9.5			
Mechanical Equipment	See Section 9.5			
Mural	See Section 9.5			
Outdoor Sales and Display (Accessory)	See Section 9.5			
Outdoor Storage (Accessory)	See Section 9.5			
Patio	Y	Y	N	N
Personal Recreation Game Court Min. 10' from a lot line <i>Prohibited in front and corner side yard</i>	N	N	N	Y
Playground Equipment <i>Prohibited in front and corner side yard</i> <i>(This does not apply to backstops & portable basketball nets, which are allowed in any yard)</i>	N	N	N	Y
Porch - Unenclosed <i>(Enclosed porches are considered part of the principal structure)</i>	N	N	N	N
Refuse and Recycling Containers	See Section 9.5			
Satellite Dish Antennas	See Section 9.5			
Shed <i>Prohibited in front yard</i>	N	N	N	N
Sidewalk <i>No min. setback from lot lines</i>	Y	Y	Y	Y
Sills, belt course, cornices, and ornamental features Max. of 18" into setback	Y	Y	Y	Y
Solar Energy System - Tier 1 and Tier 2	See Section 9.5			
Stoop Max. of 4' into setback Min. 3' from interior side lot line	Y	Y	Y	Y
Swimming Pools	See Section 9.5			
Wind Turbines	See Section 9.5			

Article 10. Off-Street Parking & Loading

- 10.1 GENERAL REQUIREMENTS
- 10.2 LOCATION OF REQUIRED OFF-STREET PARKING
- 10.3 OFF-STREET PARKING FACILITY DESIGN STANDARDS
- 10.4 RESIDENTIAL OFF-STREET PARKING SPACES
- 10.5 REQUIRED OFF-STREET VEHICLE AND BICYCLE PARKING SPACES
- 10.6 PARKING FLEXIBILITIES, EXEMPTIONS, AND REDUCTIONS
- 10.7 BICYCLE PARKING STANDARDS
- 10.8 REQUIRED OFF-STREET LOADING SPACES
- 10.9 COMMERCIAL AND RECREATIONAL VEHICLE STORAGE

10.1 GENERAL REQUIREMENTS

A. Existing Facilities

1. The existing number of off-street parking and loading spaces may not be reduced below the requirements of this Ordinance. If the number of such existing spaces is already less than required, it may not be further reduced.
2. Existing off-street parking and loading areas that do not conform to the requirements of this Ordinance, but were in conformance with the requirements at the time the parking or loading facilities were established, are permitted to continue as a nonconforming site element.
3. If a building permit for a structure was issued prior to the effective date of this Ordinance, the number of off-street parking and loading spaces must be provided in the amount required at the issuance of the building permit unless the amount required by this Ordinance is less, in which case only the number required by this Ordinance must be installed, subject to site plan modification.

B. Car- and Bike-Share Facilities

1. Parking facilities may include designated parking spaces for car-share programs. Spaces reserved for car-share programs may count toward minimum parking requirements of this Ordinance.
2. During site plan review by the Planning Board, if a parking facility includes bike-share spaces, the Planning Board may credit such bike spaces toward the minimum parking requirements.

C. Completion of Off-Street Parking and Loading Facilities

All off-street parking and loading facilities must be completed prior to the issuance of the certificate of occupancy for the use.

D. Use of Off-Street Parking and Loading Facilities

1. The sale, repair, dismantling or servicing of any vehicles, equipment, materials, or supplies is prohibited. The sales and display of goods in off-street parking areas is also prohibited unless specifically permitted by this Ordinance.
2. The property owner is responsible for ensuring that parking and loading facilities are used only by tenants, employees, visitors, and other authorized persons.
3. Space allocated to any off-street loading space may not be used to satisfy the requirement for any off-street vehicle parking space or access aisle, or portion thereof. Conversely, the area allocated to any off-street vehicle parking space may not be used to satisfy the requirement for any off-street loading space or portion thereof.

10.2 LOCATION OF REQUIRED OFF-STREET PARKING

A. Residential Uses

1. All required parking spaces for residential uses must be located on the same lot as the residential use. Tandem parking is permitted, but both spaces must be allotted to the same dwelling unit and located on the same lot as the dwelling.
2. Required parking spaces for residential uses may be located on a driveway that provides access to a garage or other off-street parking space. Vehicles parked within a driveway or off-street parking space cannot project over the sidewalk or right-of-way.

B. Nonresidential Uses

1. Required off-street parking spaces for nonresidential uses in residential districts must be located on the same lot as the use served, except as allowed in this section.
2. Off-street parking spaces for nonresidential uses in the mixed-use and commercial districts may be located on a lot not more than 600 feet from the lot served provided: When located on a lot not owned by the business, control must be established by a written agreement specifying that such parking will remain available for the entire time period the use is in operation.
3. Valet service to a parking facility with no distance restriction. If the valet service is discontinued, the use must provide the required parking within 30 days. Site plan review by the Planning Board is required to approve the new parking arrangement.
4. Parking spaces for the NCU, AC, UN, NC, and UC Districts cannot be located in front of the front building line.
5. In the GC-U and GC-R Districts, no more than 20% of parking spaces provided may be located in front of the front building line.

10.3 OFF-STREET PARKING FACILITY DESIGN STANDARDS

The following standards apply to off-street parking facilities, both parking lots and parking structures, as applicable, with the exception of single-family, two-family, and townhouse dwellings, which are subject to the standards of Section 10.4. However, if a townhouse development is designed with a common parking lot or parking structure, including multiple common parking lots or structures for all tenants/residents, then it is subject to all the standards of this section.

A. Dimensions

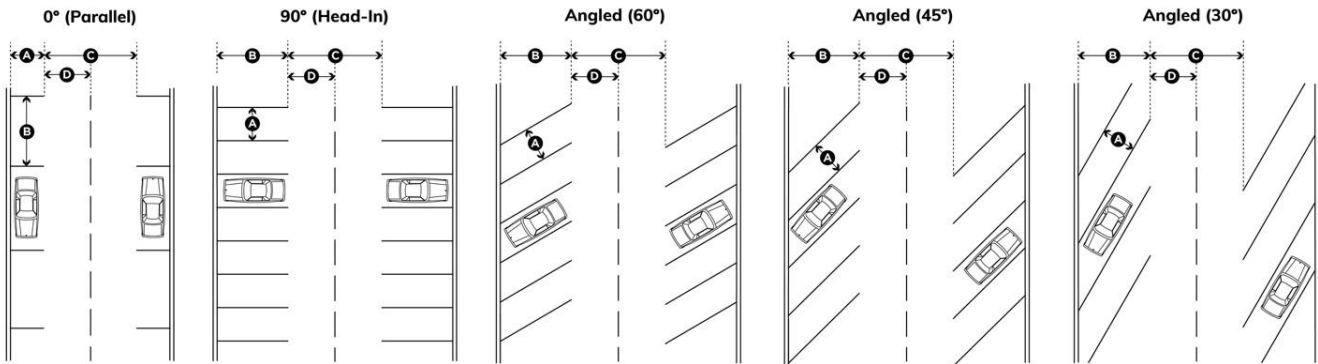
1. Off-street parking spaces and drive aisles within a parking lot or structure must be designed in accordance with the minimum dimensions in Table 10-A: Off-Street Parking Space Minimum Dimensions. Other parking angles other than those described in Table 10-A are permitted but must be approved by the Zoning Officer and provide evidence of safe and efficient parking configuration and traffic circulation.
2. If additional spaces are provided for motorcycle and scooter parking spaces, such spaces must measure at least four feet in width by eight feet in length and must be identified or designated through the use of signs or pavement markings.

Article 10. Off-Street Parking & Loading

Table 10-A: Off-Street Parking Space Minimum Dimensions

Parking Angle	Stall Width (A)	Stall Depth (B)	Aisle Width Two-Way (C)	Aisle Width One-Way (D)	Vertical Clearance
0° (Parallel)	9'	20'	24'	12'	7'
90° (Head-In)	9'	18'	24'	22'	7'
60°	9'	21'	24'	18'	7'
45°	9'	17'	24'	13'	7'
30°	9'	17'	22'	11'	7'

A Stall Width **B** Stall Depth **C** Aisle Width (Two-Way) **D** Aisle Width (One-Way)



B. Accessible Spaces

Accessible parking spaces must be at least eight feet wide with an adjacent aisle at least eight feet wide. Two accessible parking spaces may share a common access aisle. Accessible parking must be provided in accordance with Table 10-B: Required Accessible Parking. Each accessible parking space must be marked with ADA-compliant signage and any other applicable standards of the Americans with Disabilities Act (ADA).

Table 10-B: Required Accessible Parking

Total Parking Spaces in Lot or Garage	Number of Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total
Over 1,000	20 plus 1 for each 100 over 1000

C. Access

1. All required off-street parking facilities must have vehicular access from a street, driveway, alley, or cross-access connection.
2. All required off-street parking facilities must have an internal pedestrian circulation system that allows for safe passage between parking areas and any public sidewalk in the adjacent right-of-way and the use it serves. This includes, but is not limited to, interconnected sidewalks, striped walkways, and separated walkways.

Article 10. Off-Street Parking & Loading

3. All parking facilities must be designed with vehicle egress and ingress points that least interfere with traffic movement. Parking facilities must be designed to allow the driver to proceed forward into traffic, rather than back out.
4. All driveways to parking facilities must comply with the following:
 - a. For off-street parking facilities of more than four spaces, access drives must have a minimum width of ten feet for one-way traffic
 - b. For off-street parking facilities of more than four spaces, access drives must have a minimum width of 22 feet for two-way traffic. However, a ten foot wide driveway is permitted for two-way traffic when all of the following are met:
 - i. The driveway does not exceed 50 feet in length.
 - ii. It provides access to no more than ten spaces.
 - iii. Sufficient turning space is provided so that vehicles do not back into a public street.
 - c. Access drives to off-street parking facilities cannot occupy more than 25% of the total lot frontage with the following exception: on lots with more than 150 feet of frontage, the aggregate width of such drives cannot exceed 48 feet for each 300 feet of lot frontage.
5. Dead end parking lots without a turnaround space are prohibited. A turnaround space must have a minimum depth and width of nine feet, and must be designated with signs stating "No Parking" and painted to indicate parking is prohibited.

D. Surfacing

All off-street parking lots must be improved with a hard surfaced, all-weather dustless material; pervious paving is encouraged and may also be used. Gravel is prohibited.

E. Striping

All off-street parking facilities must delineate parking spaces with paint or other permanent materials, which must be maintained in clearly visible condition.

F. Curbing

1. Curbing is required when a parking space abuts a pedestrian walkway, landscape area, structure, or fence. Inlets, or breaks in curbing may be provided to allow for drainage into landscape areas that can absorb water. Curbing must be constructed of permanent materials such as concrete, stone, or masonry, a minimum height of four inches above ground level, and permanently affixed to the paved parking area.
2. Wheel stops are permitted only as part of a curb-less parking lot design that allows for sheet flow to move directly into a bio-retention area. In such a design, a stone buffer area is required between the paved surface and planting area to slow sheet flow and minimize erosion into the absorbent areas.

G. Lighting

Parking lot and structure lighting must be in accordance with Section 9.4.

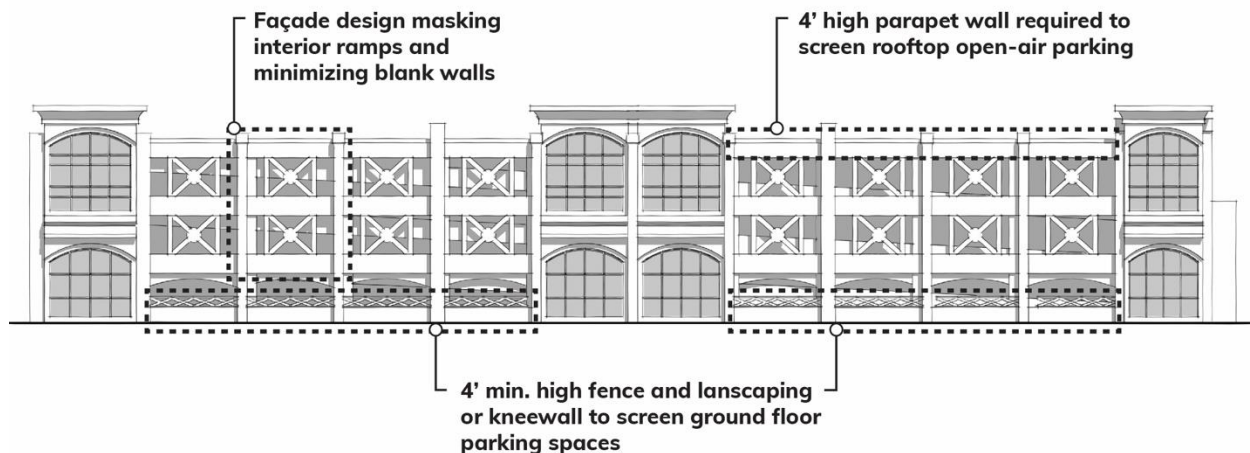
H. Landscape and Drainage

1. All parking lots and structures must be landscaped in accordance with Article 11.
2. All parking areas must be adequately drained. All lots with more than four parking spaces must have drainage connected to a public storm sewer if located within 500 feet of an available public storm sewer system.

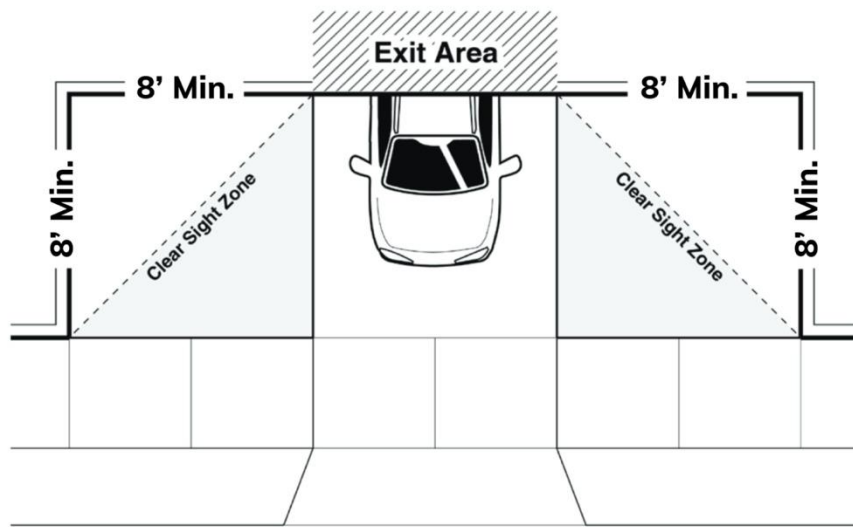
I. Parking Structure

1. Parking structures located in the GC-U, UN, NC, and UC Districts that have frontage along a public street are required to meet one of the following design standards:
 - a. Liner buildings for nonresidential uses along a minimum of 60% of the length of a facade adjacent to a public street. Nonresidential spaces must be a minimum of 20 feet in width and 20 feet in depth, with utility stubs.
 - b. Public green space or civic space, designed in accordance with the standards in Section 9.2, located along the full length of the facade adjacent to a street, with the exception of one access point, and a minimum of 30 feet in depth.
2. On facades that front on public streets, facade design and screening must mask interior ramps.
3. Parking structures must be designed to minimize blank facades through architectural detail and landscape.
4. On portions of the ground floor facade where parking spaces are visible, a decorative fence and landscape or a kneewall is required to screen parking spaces. Such fence or kneewall must be a minimum of four feet in height.
5. For parking structures with rooftop open-air parking, a four foot parapet wall is required for screening.
6. A vehicular clear sight zone must be included at vehicular exit areas as follows:
 - a. The ground floor facade of a parking structure must be setback a minimum of eight feet from a public sidewalk or pedestrian walkway at the vehicular access point.
 - b. An additional minimum eight foot ground floor facade setback is required at the edge of the access point for a minimum of eight feet. This is determined by drawing a line from the edge of the vehicular access point along the abutting the public sidewalk or pedestrian walkway. In this area, groundcover, landscape, or decorative wall must be used to act as a buffer between the access aisle and the public sidewalk or pedestrian walkway. Landscape or a decorative wall must not exceed 30 inches in height to maintain driver sightlines to pedestrians.
 - c. The upper story facade(s) of the parking structure may overhang the vehicular clear sight zone.

PARKING STRUCTURE - DESIGN



PARKING STRUCTURE - CLEAR ZONE



10.4 RESIDENTIAL OFF-STREET PARKING SPACES

The following apply to single-family, two-family, and townhouse dwellings. However, if a townhouse development is designed with a common parking lot or parking structure, including multiple common parking lots or structures for all residents/tenants, then it is subject to the standards of Section 10.3.

- A.** All required off-street parking spaces must have vehicular access from a driveway that connects to a street or alley.
- B.** Townhouse developments are prohibited from constructing individual curb cuts for each dwelling unit along a public street. This restriction does not apply to alleys.
- C.** Required parking spaces to single-family and two-family dwellings may be designed so that the driver may back out into traffic. Only one curb cut is permitted for single-family and two-family dwellings unless approval for additional curb cuts is granted by the Department of Public Works.
- D.** A residential driveway is limited to 25% of the lot width or 25 feet, whichever is less.
- E.** A residential driveway may be located one foot from any interior side or corner side lot line, unless a shared driveway is established. A shared driveway location is only allowed if agreed to by the owners of each lot, and the agreement is recorded as a shared driveway easement on each plat of survey.
- F.** All off-street parking spaces and parking pads must be improved with a hard surfaced, all-weather dustless material. Pervious paving is encouraged and may also be used.
- G.** For single-family and two-family dwellings, a parking space may consist of two parallel paved parking strips, each of which is at least 18 inches in width and 18 feet long.

10.5 REQUIRED OFF-STREET VEHICLE AND BICYCLE PARKING SPACES

A. Required Spaces

Table 10-C: Off-Street Parking Requirements states the minimum number of off-street parking spaces to be provided for the designated uses. Table 10-C lists parking requirements for the uses listed within the districts. In some cases, uses that are considered part of a generic use category are listed with specified parking requirements. These specific uses are listed only for the purposes of this section and do not indicate whether such uses are permitted or special uses within any district. Certain uses listed within the districts may not have parking requirements and others may have specific requirements listed within the use standards of Article 8.

B. Calculation of Required Spaces

The total number of required parking spaces is calculated by the principal use of the lot. When more than one use occupies the same lot, the number of required spaces is the sum of the separate requirements for each use, unless a shared parking arrangement is approved or the standards of items C and D below apply. The following standards for computation apply:

1. In determining the number of parking spaces, when the result contains a fraction, any fraction less than one-half is disregarded and any fraction of one-half or more is counted as one parking space.
2. In places of assembly in which patrons or spectators occupy benches, pews, or similar seating facilities, each 24 inches of such seating facility is counted as one seat for the purpose of determining the requirement for off-street parking facilities. Floor area of a prayer hall is counted as one seat per marked prayer mat space or one seat for every five square feet in the prayer hall if prayer mat spaces are not marked.

C. Calculation for Age-Restricted Housing

A multi-family dwelling or a planned residential community of various dwelling types designated as age-restricted housing is subject to the following standards:

1. One parking space per dwelling unit.
2. One bicycle parking space per eight dwelling units, with a minimum of 80% of such bicycle spaces designed as long-term bicycle parking spaces.

D. Calculation for Multi-Tenant Commercial Centers

Parking for multi-tenant commercial centers is calculated as one space required per 500 square feet of gross floor area, rather than by the individual uses. A multi-tenant commercial center is defined as a group of three or more commercial establishments, primarily retail, but also including service, restaurant, recreation, office, or medical, that is planned, owned, and/or managed as a single property. The two main configurations of multi-tenant commercial centers are large shopping centers and strip retail centers. A mixed-use development that includes one or more floors of commercial establishments also qualifies for this calculation; the residential component is calculated separately.

E. Bicycle Parking Spaces

Certain uses listed within Table 10-C are required to provide bicycle parking spaces. This includes bicycle spaces for those uses which choose to provide vehicle parking in either a parking lot or a parking structure. Bicycle parking spaces are required only for new construction as of the effective date of this Ordinance.

1. Of those uses required to provide bicycle spaces, some are required to provide long-term spaces, where bicycles will be left for longer periods of time and require a safe and weatherproof storage area. The required number of long-term spaces is shown as a percentage of the required total bicycle spaces. All other required bicycle spaces must be designed as short-term spaces, which are areas where bicycles will be left for short stops, requiring a high degree of convenience.
2. In all cases where bicycle parking is required, a minimum of two bicycle spaces must be provided. After the first 25 required bicycle parking spaces are provided, any additional bicycle parking spaces are required at a 50% reduction.
3. Where bicycle parking space requirements indicate "Over 10,000sf GFA" or other number threshold, this means that bicycle spaces are required only for structures over a certain gross floor area. In such case, bicycle parking space requirements are calculated on the basis of the entire gross floor area.

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4. When a use is exempt from providing vehicle parking, it is still required to provide the required bicycle parking spaces.

F. Required Electric Vehicle Charging Stations

1. For parking facilities of 30 or more spaces, either a minimum of 5% of the required spaces must be EV-Capable or EV-Ready, or 2% of the required space must be EVSE-Installed, with any fraction rounded up. These are defined as:
 - a. EV-Capable: Installation of electrical panel capacity with a dedicated branch circuit, and continuous raceway from the panel to the future EV parking space.
 - b. EV-Ready: Installation of electrical panel capacity and raceway with conduit to terminate in a junction box or 240-volt outlet accessible to parking space
 - c. EVSE-Installed: Installation of a Level 2 electric vehicle charging station.
2. Of the total number of EV spaces provided, at least 2% of all EV spaces but not less than one space must be ADA accessible. During site plan review, the required number of ADA accessible electric vehicle charging spaces may be increased.
3. There must be a raceway system from the electrical panel to the spaces for electric vehicle charging. The associated electrical equipment room must have dedicated space to install the required equipment for electric vehicle charging.
4. For commercial parking facilities, all spaces and associated electrical infrastructure must be constructed for either level 2 charging stations or level 3 fast charging stations, or the equivalent if standard industry categorizations change.
5. The standards of Section 9.4.H must also be met; however, in case of conflict with this section, this section controls.

G. Vehicle Parking Maximums

The number of vehicle parking spaces cannot exceed 120% of the required minimum unless waived by the Planning Board.

TABLE 10-C: OFF-STREET VEHICLE AND BICYCLE PARKING REQUIREMENTS			
USE	MINIMUM REQUIRED VEHICLE SPACES	MINIMUM REQUIRED BICYCLE SPACES	
		REQUIRED TOTAL BICYCLE SPACES	% OF REQUIRED BICYCLE SPACES FOR LONG-TERM SPACES
Adult Care Facility	0.5 per dwelling unit or room	1 per 10 dwelling units or rooms	20%
Adult Use	1 per 300sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Amusement Facility - Indoor	1 per 500sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Amusement Facility - Outdoor	1 per 1,000sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Animal Care Facility – Large Animal	1 per 500sf GFA		
Animal Care Facility – Small Animal	1 per 500sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Animal Grooming Establishment	1 per 500sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Art Gallery	1 per 500sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Artisan Live/Work	2 per du	1 per 2 du	80%
Arts and Fitness Studio	1 per 300sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	

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TABLE 10-C: OFF-STREET VEHICLE AND BICYCLE PARKING REQUIREMENTS

USE	MINIMUM REQUIRED VEHICLE SPACES	MINIMUM REQUIRED BICYCLE SPACES	
		REQUIRED TOTAL BICYCLE SPACES	% OF REQUIRED BICYCLE SPACES FOR LONG-TERM SPACES
Bed and Breakfast	2 spaces + 1 per guestroom		
Body Modification Establishment	1 per 500sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Broadcasting Facility	1 per 1,000sf GFA of studio and office area	Over 10,000sf GFA: 1 per 2,500sf GFA	
Campground	2 per campsite	2 per campsite	
Car Wash	1 per car wash bay + 4 stacking spaces per bay		
Cemetery	1 per 200sf of GFA of office and chapel/parlor	10 spaces	
Children's Home	1 per 200sf of GFA of office area	1 per 2,500sf GFA	
Commercial Kitchen (Standalone)	3 per kitchen space	Over 5,000sf GFA: 1 per 1,500sf GFA	
Community Center	1 per 300sf GFA	1 per 2,500sf GFA	
Country Club	Calculated as the cumulative number required per facilities offered (golf course, driving range, eating and drinking establishment, etc.)	Calculated as the cumulative number required per facilities offered (golf course, driving range, restaurant, bar, etc.)	
Cultural Facility	1 per 300sf GFA	1 per 2,500sf GFA	
Day Care Center: Child Day Care	1 per 500sf GFA	1 per 2,500sf GFA	
Day Care Center: Small Day Care	1 per 500sf GFA	1 per 2,500sf GFA	
Day Care Center: Social Adult Day Care	1 per 500sf GFA	1 per 2,500sf GFA	
Dormitory	1 per 2 du	1 per 4 du	50%
Drug Treatment Clinic	1 per 300sf GFA	1 per 2,500sf GFA	
Dwelling – Caretaker	2 spaces		
Dwelling – Historic Carriage House/Barn	1 space (in addition to that required by the principal dwelling)		
Dwelling – Manufactured Home	2 spaces	1 per 10 home sites	
Dwelling – Multi-Family	2 per du, except 1.5 per du in UR-4, NC, and UN	1 per 4 du	80%
Dwelling - Secondary Dwelling Unit	1 space (in addition to that required by the principal dwelling)		
Dwelling – Single-Family	2 per du, except 1.5 per du in UR-4, NC, and UN		
Dwelling – Single-Family - Attached	2 per du, except 1.5 per du in UR-4, NC, and UN		
Dwelling – Townhouse	2 per du, except 1.5 per du in UR-4, NC, and UN	1 per 4 du	80%
Dwelling – Two-Family	2 per du, except 1.5 per du in UR-4, NC, and UN		
Eating and Drinking Establishment	1 per 100sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Educational Facility – Primary or Secondary			
<i>Educational Facility – Elementary and/or Middle</i>	<i>3 per classroom + 1 per 300sf of office area</i>	<i>1 per 8 classrooms</i>	
<i>Educational Facility – High School</i>	<i>6 per classroom + 1 per 300sf of office area</i>	<i>1 per 4 classrooms</i>	
Educational Facility – University or College	10 per classroom + 4 per office	1 per classroom	20%
Educational Facility – Vocational	10 per classroom + 4 per office	1 per 2,500sf GFA	

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TABLE 10-C: OFF-STREET VEHICLE AND BICYCLE PARKING REQUIREMENTS			
USE	MINIMUM REQUIRED VEHICLE SPACES	MINIMUM REQUIRED BICYCLE SPACES	
		REQUIRED TOTAL BICYCLE SPACES	% OF REQUIRED BICYCLE SPACES FOR LONG-TERM SPACES
Family-Type Home for Adults	1 per 2 rooms	1 per 4 rooms	
Financial Institution	1 per 300sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Financial Institution, Alternative	1 per 300sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Food Bank	1 per 300sf of office area	Over 10,000sf GFA: 1 per 2,500sf GFA	
Food Pantry	1 per 500sf GFA	1 per 2,500sf GFA	
Freight Terminal	1 per 300sf of office area		
Funeral Home	1 per 300sf GFA	10 spaces	
Gas Station	2 per pump island + 1 per 500sf GFA of structure + 4 stacking spaces per accessory car wash bay		
Golf Course/Driving Range	4 per golf hole + 2 per tee of driving range	1 per golf hole + 1 per tee of driving range	
Greenhouse/Nursery	1 per 500sf GFA of indoor space + 1 per 1,000sf of outdoor space		
Health Spa	1 per 500sf GFA	1 per 2,500sf GFA	
Heavy Equipment Sales, Service, and Storage	1 per 500sf GFA of indoor space + 1 per 1,000sf of outdoor display space	Over 10,000sf GFA: 1 per 2,500sf GFA	
Horse Race Track	1 per 4 seats	1 per 10 seats	
Horse Stable, Commercial	1 per 2 stalls	1 per 10 stalls	
Hospital	1 per 2 beds	1 per 10 beds	20%
Hotel	1.5 per room		
Industrial Design	1 per 500sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Industrial – Artisan	1 per 1,000sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Industrial – General	1 per 1,000sf GFA up to 40,000sf, then 1 per 2,500sf for additional GFA above 40,000sf (excludes any outdoor storage)	Over 10,000sf GFA: 1 per 2,500sf GFA	
Industrial – Light	1 per 1,000sf GFA up to 40,000sf, then 1 per 2,500sf for additional GFA above 40,000sf (excludes any outdoor storage)	Over 10,000sf GFA: 1 per 2,500sf GFA	
Inn	2 spaces + 1 per guestroom		
Live Performance Venue	1 per 200sf GFA	1 per 2,500sf GFA	
Lodging House	2 spaces + 1 per guestroom		
Manufactured Home Park	2 per manufactured home site	2 per manufactured home site	
Marijuana Dispensary	1 per 300sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Marina	1 per 2 slips	1 per 6 slips	
Medical/Dental Office	1 per 300sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Micro-Production of Alcohol	1 per 500sf GFA	Over 5,000sf GFA: 1 per 2,500sf GFA	20%
Office	1 per 300sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	20%

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TABLE 10-C: OFF-STREET VEHICLE AND BICYCLE PARKING REQUIREMENTS

USE	MINIMUM REQUIRED VEHICLE SPACES	MINIMUM REQUIRED BICYCLE SPACES	
		REQUIRED TOTAL BICYCLE SPACES	% OF REQUIRED BICYCLE SPACES FOR LONG-TERM SPACES
Outdoor Storage Yard	1 per 2,500sf of lot area		
Park/Playground	For parks/playgrounds over 1 acre in area: 1 per 2,500sf of lot area	1 per 5,000sf of lot area	
Passenger Terminal	1 per 1,000sf GFA		
Personal Service Establishment	1 per 500sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Place of Worship	1 per 10 seats	1 per 25 seats	
Private/Social Club	1 per 500sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Reception Facility	1 per 300sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Recreational Vehicle (RV) Park	1 per RV site	1 per 10 RV sites	
Research and Development	1 per 500sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Residential Care Facility	1.2 per patient room	1 per 10 rooms	20%
Retail Goods Establishment	1 per 500sf GFA	Over 10,000sf GFA: 1 per 2,500sf GFA	
Rooming House (Small, Medium, or Large)	2 spaces + 1 per guestroom		
Self-Service Storage Facility	1 per 25 storage units	1 per 50 storage units	
Shelter, Domestic Violence	1 per 500sf GFA	1 per 2,500sf GFA	
Shelter, Emergency	1 per 500sf GFA	1 per 2,500sf GFA	
Shelter, Homeless	1 per 300sf of office area	1 per 2,500sf GFA	
Social Service Center	1 per 500sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Solar Energy System - Tier 3	2 spaces		
Specialty Food Service	1 per 500sf GFA	Over 5,000sf GFA: 1 per 1,500sf GFA	
Transitional Living Facility	1 per dwelling unit or room	1 per 10 dwelling units or rooms	60%
Vehicle Dealership	1 per 500sf of indoor sales and display area + 4 per service bay		
Vehicle Operation Facility	1 per 2,500sf of lot area		
Vehicle Rental	1 per 500sf GFA of indoor area (excluding indoor storage of vehicles)		
Vehicle Repair/Service	4 per service bay		
Warehouse	1 per 500sf of office area + 1 per 30,000sf GFA of warehouse	Over 10,000sf GFA: 1 per 2,500sf GFA	
Wholesale Establishment	1 per 500sf of office area + 1 per 15,000sf GFA of warehouse	Over 10,000sf GFA: 1 per 2,500sf GFA	
Wind Energy System	1 per turbine		

10.6 PARKING FLEXIBILITIES, EXEMPTIONS, AND REDUCTIONS

A. Exemptions from and Reductions to Parking Requirements

1. As of the effective date of this Ordinance, existing nonresidential structures in the NCU, AC, NC, UN, and UC Districts that currently do not provide the required amount of parking on the lot to accommodate parking are subject to the following:
 - a. If the property does not provide any parking on-site, it is not required to provide any parking regardless of a change of use within the existing structure.
 - b. All existing on-site parking located must be maintained. If there is a change in use or intensity of use that requires additional parking in excess of what is currently maintained on-site, site plan review is required and may require provision of additional parking.
 - c. If the structure expands their footprint or gross floor area and such expansion requires additional parking from what is currently required on-site, site plan review is required and may require provision of additional parking.
 - d. If the lot area is expanded (e.g., the adjoining lot is purchased or leased), this exemption is null and void.
 - e. Once the principal building is demolished, this exemption is null and void.
2. The UC District is exempt from minimum vehicle parking requirements. Where parking is provided, property is still subject to basic requirements of the chapter.
3. For nonresidential uses in the commercial and mixed-use districts, on-street parking spaces located along the front or side lot line may be counted toward required off-street parking spaces for commercial uses. New on-street parking spaces may also be created to count toward required off-street parking but must be located along the corner side or front lot line.
 - a. Where on-street parking spaces are unmarked, the number of parking spaces is calculated by dividing the length of the on-street parking area located parallel to the lot line of the property under consideration divided by 22, where a fraction of less than one-half is disregarded, and a fraction of one-half or more is counted as one space.
 - b. Where on-street parking spaces are marked, each marked space counts as one required parking space, including any space where at least 80% of the width is located along the lot line of the property under consideration.
 - c. Spaces accessible 24 hours a day to the public are counted at 100%. Any time restricted spaces or spaces subject to posted alternate side of the street parking programs are counted at 50%.

B. Shared Parking Permission

Off-street parking spaces for separate uses may be provided collectively at a reduced amount of the total number of spaces provided it meets the calculation of Table 10-D: Shared Parking Calculation. Adjacent sites may use the shared parking option but must provide the City with a copy of the agreement between the property owners, and full site access between sites must be granted 24 hours a day.

1. The required number of spaces for each use is calculated according to Table 10-C.
2. The required number of spaces for each use is then applied to the percentages for each timeframe, according to the appropriate land use category, in Table 10-D to determine the number of required spaces. This is done for each timeframe category.

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3. The numbers are summed for all uses within each timeframe and the highest sum total in a timeframe is the required number of spaces.

Table 10-D: Shared Parking Calculation						
Land Use Category	Weekday			Weekend		
	Mid-7am	7am-6pm	6pm-Mid	Mid-7am	7am-6pm	6pm-Mid
Residential	100%	100%	100%	100%	100%	75%
Nonresidential (Not Specifically Listed in this Table)	0%	100%	80%	0%	100%	60%
Eating & Drinking Establishment	50%	70%	100%	45%	70%	100%
Hotel/Motel	100%	50%	90%	100%	65%	80%
Indoor/Outdoor Recreation	0%	70%	100%	5%	70%	100%
Office /Industrial	5%	100%	5%	0%	40%	10%
Institutional – Educational Facility	0%	100%	50%	0%	0%	0%
Institutional – Place of Worship	0%	50%	0%	0%	100%	0%

SAMPLE CALCULATION

Example: multi-use office development with the following uses within the development; based on current parking requirements, the number of required spaces is:

Use & Square Footage	Parking Requirement	Number of Spaces Needed
Nonresidential: 15,000sf GFA	1 per 500sf GFA	30 spaces
Eating & Drinking Establishment: 2,000sf GFA	1 per 100sf GFA	20 spaces
Hotel/Motel: 60 rooms	1.5 per room	90 spaces
Office: 24,000sf GFA	1 per 300sf GFA	80 spaces
TOTAL SPACES REQUIRED		220 spaces

Using the shared parking calculation, these numbers are plugged into the table and using the percentages allotted to each land use for each time of day, are calculated as total spaces required per timeframe.

Land Use Category	Weekday			Weekend		
	Mid-7am	7am-6pm	6pm-Mid	Mid-7am	7am-6pm	6pm-Mid
Residential	-	-	-	-	-	-
Nonresidential	0	20	16	0	20	12
Eating & Drinking Establishment:	15	21	30	13.5	21	30
Hotel/Motel	90	45	81	90	58.5	72
Indoor/Outdoor Recreation	-	-	-	-	-	-
Office/Industrial	4	80	4	0	32	8
Institutional – Educational Facility	-	-	-	-	-	-
Institutional – Place of Worship	-	-	-	-	-	-
Totals	109	166	131	103.5	131.5	122

With a straight parking calculation, 220 spaces are required. However, the shared parking provision allows this example multi-use office development to be constructed with 166 spaces (the highest number of spaces within the various timeframes - the 7am to 6pm weekday timeframe).

C. Land Banked Parking

The Planning Board may permit land banking of up to 25% of the required parking spaces through the site plan review process.

1. Sufficient evidence is provided by the applicant that supports the reduced parking needs.
2. The area proposed for land banking of parking spaces is suitable for parking at a future time.
3. The land-banked area must, at a minimum, be landscaped with live groundcover. As a result of site plan review, additional landscaping of the land-banked area may be required.
4. The land banked area cannot be used for any other use. The land banked parking area cannot be used to fulfill other landscaping requirements of this Ordinance.
5. As part of the site plan review process, the applicant must show the area to be banked on the site plan and marked as "Land-Banked Future Parking."
6. The Zoning Officer, on the basis of increased parking demand for the use, may require the conversion of all or part of the land-banked area to off-street parking spaces
7. Nothing prevents the applicant from voluntarily converting the land banked area to parking.. In such case, the Zoning Officer must be notified of the conversion.
8. If the applicant does not provide a plan for conversion to parking during the initial site plan review, any conversion to parking, whether required by the City or voluntarily, requires site plan review by the Planning Board for the area being converted.

10.7 BICYCLE PARKING STANDARDS

A. Design

1. Required bicycle spaces must provide each bike space within a row of bicycle parking a minimum of two feet in width by six feet in length, with a minimum vertical clearance of seven feet. Each required bicycle parking space must be accessible without moving another bicycle. There must be an aisle at least five feet wide between each set of bicycle parking to allow room for bicycle maneuvering.
2. The area devoted to bicycle parking must be surfaced as required for vehicle parking areas.
3. All long-term bicycle parking spaces must be located indoors or fully covered, such as by the use of an overhang or covered walkway, weatherproof outdoor bicycle lockers, or an indoor storage area, and must be well lit. Where bicycle parking is not located within a building or locker, the cover design must be of permanent construction, designed to protect bicycles from rainfall, snow, and inclement weather, and with a minimum vertical clearance of seven feet.
4. Bicycle parking racks must permit the bicycle frame and one wheel to be locked to the rack and support the bicycle in a stable position. Structures that require a user-supplied locking device must be designed to accommodate U-shaped locking devices. All lockers and racks must be securely anchored to the ground or a structure to prevent the racks and lockers from being removed from the location.
5. If required bicycle parking facilities are not visible from the street or principal building entrance, signs must be posted indicating their location.
6. Alternative short-term and long-term bicycle parking designs may be acceptable when reviewed and approved by the City Planning Department.

B. Location

1. The bicycle parking area must be convenient to building entrances and street access, but may not interfere with normal pedestrian and vehicle traffic. Bicyclists must not be required to travel over stairs to access parking.

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2. When required to provide bicycle spaces, certain uses are also required to provide long-term spaces, where bicycles will be left for longer periods of time and require a safe and weatherproof storage area. The required number of long-term spaces is shown as a percentage of the required total bicycle spaces in Table 10-C. All other required bicycle spaces must be designed as short-term spaces, which are areas where bicycles will be left for short stops, requiring a high degree of convenience. Nothing in this Ordinance prevents the provision of additional bicycle spaces in excess of that required; long-term spaces are required only in the amount calculated by the minimum number of spaces in Table 10-C, not of the total number of short-term spaces, which may exceed that required by the table.

3. Short-term bicycle parking spaces must be located no more than 50 feet from the principal building entrance and at the same grade as the sidewalk or an accessible route.

a. Short-term bicycle parking spaces in the commercial districts may be located on a lot not more than 400 feet from the lot served, with Planning Board approval, provided: When located on a lot not owned by the business, control must be established by a written agreement specifying that such bicycle parking will remain available for the entire time period the use is in operation.

b. Required bicycle parking spaces may be located in the public right-of-way, with approval from the Department of Public Works, if one or more of the following conditions are met:

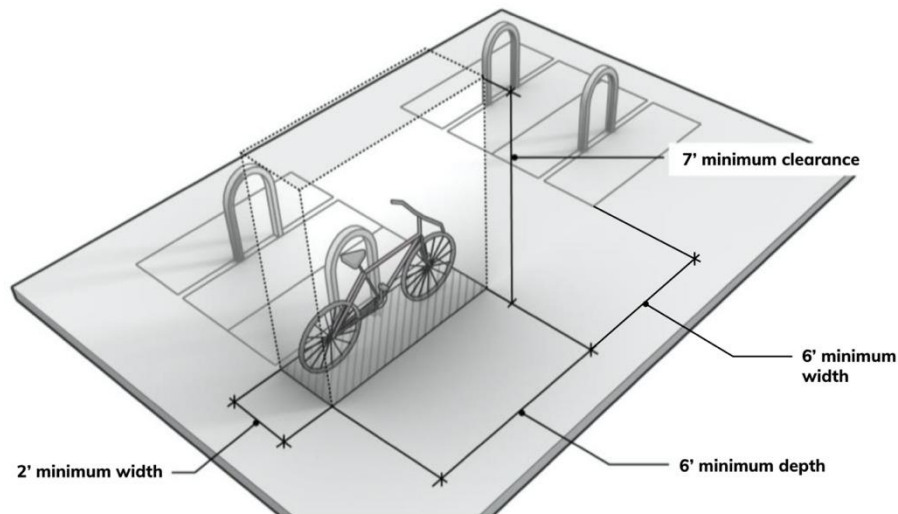
i. The use does not provide vehicle parking on-site.

ii. The addition of bicycle parking on the site would reduce the number of parking spaces below that required by this Ordinance.

iii. Bicycle parking spaces in the right-of-way can be shared by uses located on the same blockface. In such cases, the number of bicycle spaces required is cumulative of that required by all uses sharing such spaces.

4. Required bicycle parking for residential uses may be provided in garages, storage rooms, and other resident-accessible, secure areas. Spaces within dwelling units or on balconies do not count toward satisfying bicycle parking requirements.

BICYCLE PARKING DESIGN



10.8 REQUIRED OFF-STREET LOADING SPACES

A. Design

1. All off-street loading spaces must be located on the same lot as the use served. With the exception of industrial districts, no off-street loading space must be located in a front or corner side yard or in front of a front building line.
2. All required off-street loading spaces must be at least 12 feet in width and at least 55 feet in length, exclusive of aisle and maneuvering space, and have a minimum vertical clearance of at least 14 feet.
3. All off-street loading spaces must be improved with a hard surfaced, all-weather dustless material.
4. All off-street loading spaces must meet the lighting requirements of Section 9.3.
5. When located adjacent to a residential districts, loading spaces must be screened along interior side and rear lot lines with a solid wall or fence, a minimum of six feet and a maximum of seven feet in height. Loading spaces should be located opposite any adjacent residential district lot line whenever possible.

B. Minimum Number of Off-Street Loading Spaces

Off-street loading spaces must be provided in accordance with the minimums of Table 10-E: Off-Street Loading Requirements. In the case of multi-tenant buildings or mixed-use developments, required loading spaces are calculated on the basis of each individual tenant (for example, if only one nonresidential use tenant of a multi-tenant building is over 10,000 square feet, only one loading space is required; if all tenants are under 10,000 square feet, no loading is required. Nothing herein prevents the construction of additional loading spaces above the minimums required here.

TABLE 10-E: OFF-STREET LOADING REQUIREMENTS	
Use Type	Minimum Number of Spaces Required
Multi-Family Dwelling	
Total of 50 dwelling units or more	1 loading space
Commercial & Institutional Use	
10,000 - 100,000sf GFA	1 loading space
100,001 - 200,000sf GFA	2 loading spaces
200,001sf and above GFA	3 loading spaces
Industrial Use	
10,000 - 40,000sf GFA	1 loading spaces
40,001 - 100,000sf GFA	2 loading spaces
100,001 and above GFA	3 loading spaces

10.9 COMMERCIAL AND RECREATIONAL VEHICLE STORAGE

A. Commercial Vehicles

1. Residential Lots

- a. No commercial vehicle may be parked outdoors on a residential lot, with the exception of vehicles engaged in loading or unloading or current work being done to the adjacent premises. This does not include standard size passenger motor vehicles (including, but not limited to, vans, sports utility vehicles (SUVs), standard passenger size livery vehicles, and pick-up trucks), which may be stored or parked outdoors overnight on lots in residential districts. Permitted vehicles also include those owned and used for commercial purposes by the occupant of a dwelling or guest, provided that the vehicle is stored or parked in a permitted parking area. Permitted commercial vehicles may include the logo of the commercial business painted on or applied to the vehicle.
- b. All other commercial vehicles including, but not limited to, semi-truck tractor units, with or without attached trailers, commercial trailers, flatbed trucks, box vans and box trucks, buses, tow trucks, construction vehicles, livery vehicles that exceed standard passenger vehicle size, such as limousines, or other large commercial vehicles are not permitted to be stored or parked outdoors overnight on a residential lot.

2. Nonresidential Lots

On nonresidential lots, commercial vehicles with the logo of the commercial business painted on or applied to the vehicle that are being operated and stored in the normal course of business, such as signs located on delivery trucks, promotional vehicles, moving vans, and rental trucks, are permitted to be stored on the lot in areas related to their use as vehicles, provided that the primary purpose of such vehicles is not the display of signs. All such vehicles must be in operable condition.

B. Recreational Vehicles

1. A recreational vehicle or trailer licensed to transport recreational vehicles or equipment may be stored outdoors within the front or corner side yard if it is eight feet or less in height and 20 feet or less in length. Recreational vehicles or trailers stored outdoors that exceed either of these dimensions cannot be stored in the front or corner side yard and must be stored in the interior side or rear yard per item 2 below.

2. Recreational vehicles must be stored within the interior side yard behind the front building line or in the rear yard. If a recreational vehicle and any trailer is more than eight feet in height, as measured to the highest point of the vehicle, it must be located at least ten feet from any lot line.

3. The area devoted to recreational vehicle storage must be on a hard, improved surface as required for vehicle parking areas.

4. There is no limit on the storage of recreational vehicle within fully enclosed structures. Temporary storage tents do not meet the requirement of a fully enclosed structure.

5. No recreational vehicle may be used for living, sleeping, housekeeping, or home occupation purposes in any district and may not be hooked up to any public utilities. An exception may be granted by the Zoning Officer for temporary employee housing in association with an active agricultural use in a state established Agricultural District.

6. All recreational vehicles must be maintained in mobile condition. No recreational vehicle may be parked or stored in such manner as to create a dangerous or unsafe condition on the lot where it is parked or stored. If the recreational vehicle is parked or stored, whether loaded or not, so that it may tip or roll, it is considered to be a dangerous and unsafe condition.

Article 11. Landscape

- 11.1 SELECTION, INSTALLATION AND MAINTENANCE OF LANDSCAPE
- 11.2 LANDSCAPE DESIGN STANDARDS
- 11.3 PLANNING BOARD EXCEPTIONS TO LANDSCAPE STANDARDS
- 11.4 REQUIRED SITE LANDSCAPE
- 11.5 REQUIRED PARKING LOT LANDSCAPE ABUTTING A STREET
- 11.6 REQUIRED PARKING LOT INTERIOR LANDSCAPE
- 11.7 BUFFER YARD REQUIREMENTS
- 11.8 STREET TREES AND ON-SITE TREES
- 11.9 TREE PRESERVATION

11.1 SELECTION, INSTALLATION, AND MAINTENANCE OF LANDSCAPE

A. Selection

1. All plants must meet minimum quality requirements and be free of defects, of normal health, height, leaf density, and spread as defined by the American Standard for Nursery Stock, ANSI Z60.1, latest available edition, American Horticulture Industry Association (AmericanHort).
2. All plant materials must be capable to withstand the seasonal temperature variations of east-central New York (USDA Temperate Zone 2-5a), as well as the individual site microclimate.
3. The use of species must be chosen from the City's approved species list, which will be adjusted periodically.
4. The use of native perennial vegetation is encouraged, which offers many valuable ecological benefits, including habitat and food for pollinators.

B. Installation

All landscaping must be installed according to sound horticultural practices in a manner designed to encourage quick establishment and healthy growth, and per the ANSI A 300 Standard Practice for Tree, Shrub, and other Woody Plant Maintenance, most current edition and parts.

C. Maintenance

1. Trees and vegetation, irrigation systems, fences, walls, and other landscape elements are considered elements of a development in the same manner as parking, building materials, and other site details. The applicant, developer, landowner, or successors in interest are jointly and severally responsible for the regular maintenance of all landscaping elements in good condition.
2. All landscaping must be maintained free from disease, pests, weeds, and litter. All landscape structures such as fences and walls must be repaired and replaced periodically to maintain them in a structurally sound and aesthetically pleasing condition.
3. Any landscape element that dies, or is otherwise removed or seriously damaged, must be removed and replaced within 30 days of the beginning of the growing season.
4. Proper mulching is required to maintain required trees.

11.2 LANDSCAPE DESIGN STANDARDS

A. Recommended Minimum Planting Sizes

1. Broadleaf trees should have a minimum trunk caliper as follows:
 - a. Small trees: 2 inch caliper
 - b. Medium and large trees: 2 to 3 inch caliper
2. Coniferous trees should have a minimum height of six feet at planting.
3. Single stem ornamental trees should have a minimum trunk size of two inches in caliper at planting. Multiple stem ornamental trees should have a minimum height of seven feet at planting.
4. Shrubs should have minimum height of 18 inches at planting.

B. Trees in Tree Belt

All trees planted within the tree belt must meet the following:

1. Trees must be a single stem tree form.
2. No clumps, shrubs, coniferous, or low branching habits.
3. Trees must be cultivated from a northern seed source (plant hardiness zone 2a-5b range) and harvested as balled and burlapped.
4. Only trees that mature to 30 feet in height or less can be planted under single or triple phase utility wires.
5. Bare root is acceptable planting stock only when approved by the City Arborist.

C. Energy Conservation

Plant material placement should be designed to reduce the energy consumption needs of the development through passive heating and cooling strategies.

D. Species Diversity

Diversity among required plant material is required for visual interest and to reduce the risk of losing a large population of plants due to disease. Table 11-A: Plant Diversity Requirements indicates the percentage of diversity required based on the total quantity of species being used. (For example, if a development requires 45 broadleaf trees, no more than 18 trees (40%) can be of one species, and there must be a minimum of five different species within the 45 trees.) When the calculation of plant diversity requirements results in a fraction, the fraction is rounded up.

TABLE 11-A: PLANT DIVERSITY REQUIREMENTS		
Total Number of Plants per Plant Type	Maximum Number of One Species	Minimum Number of Species
1-3	100%	1
4-7	60%	2
8-13	45%	3
14-22	40%	5
23-35	25%	8
36-50	30%	10
50+	15%	15

11.3 PLANNING BOARD EXCEPTIONS TO LANDSCAPE STANDARDS

The Planning Board, during review of the landscape plan, may allow exceptions to on-site landscape standards if such exceptions meet some or all of the following standards:

- A. There are unusual topographic constraints and/or sight restrictions on the site.

- B.** Existing plant materials, walls, fences, or the topography of the site and its surroundings make the required landscaping or screening less necessary but meet the intent of this Ordinance.
- C.** The exceptions would preserve existing on-site stands of trees and/or other plant materials.
- D.** Exceptions to the requirements are needed to accommodate additional site amenities, such as public seating or an outdoor plaza.
- E.** The exceptions improve ingress/egress to the site.

11.4 REQUIRED SITE LANDSCAPE

This section does not apply to single-family, single-family - attached, and two-family dwellings.

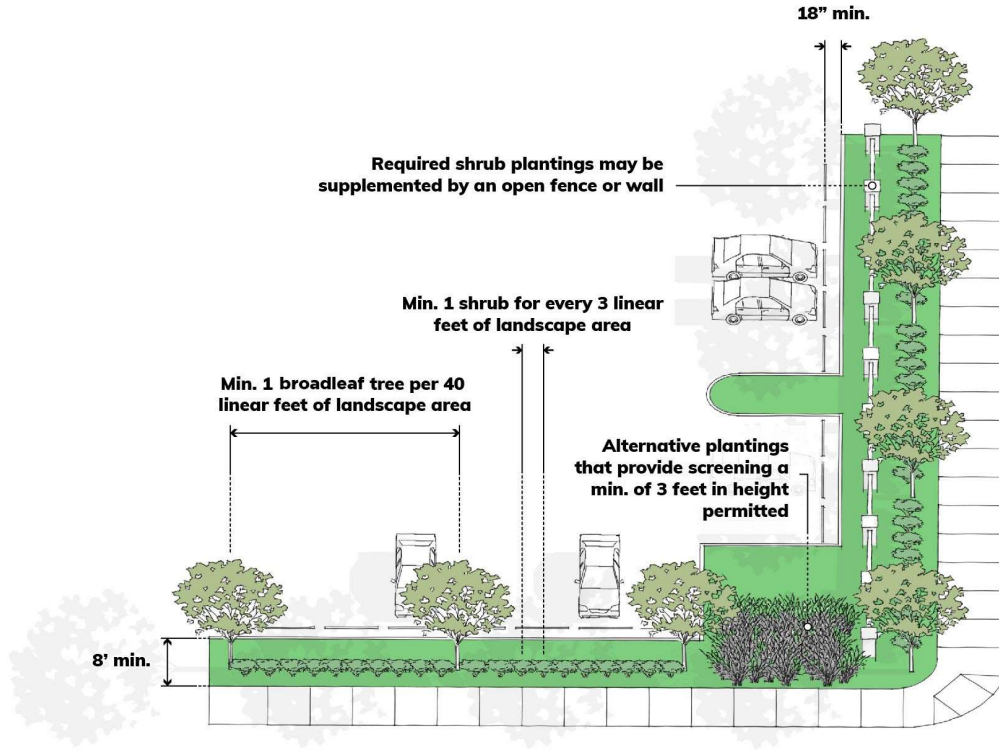
- A.** All portions of a lot not covered by structures or paved surfaces must be landscaped with trees, shrubs, live groundcover, and other plantings. Rain gardens, bioswales, and similar stormwater management landscape elements also meet this requirement.
- B.** All existing plantings that are maintained on a site may be counted toward any required on-site landscape.
- C.** Where a structure is setback ten feet or more from a front or corner side lot line, the setback areas must be planted with a minimum of one broadleaf tree or two ornamental trees and five shrubs for every 30 linear feet of setback area.
 - 1.** This does not apply to townhouse dwellings.
 - 2.** This does not apply where a parking lot is located in front of the structure and abuts a street. The requirements of Section 11.5 control.

11.5 REQUIRED PARKING LOT LANDSCAPE ABUTTING A STREET

Landscape is required along all edges of a parking lot that abut a street, whether the parking lot is a principal use of the site or an accessory parking lot to a principal use. The landscape treatment must run the full length of that edge, except for required access points. The landscaped area must be improved as follows:

- A.** The landscape area must be a minimum of eight feet in width.
- B.** There must be a minimum linear clear distance of 18 inches between any wheels stops or curbs to accommodate vehicle bumper overhang. This area is not included in the minimum landscape area of item A above calculation.
- C.** A minimum of one broadleaf tree must be planted for every 40 linear feet of landscape area, spaced linearly on-center. As part of the landscape plan approval, trees may be spaced at various intervals based on specific site requirements, but the total number of trees planted must be no less than one per 40 linear feet of landscape area.
- D.** A minimum of one shrub must be planted for every three linear feet of landscape area, spaced linearly on-center. This may be supplemented by an open fence or wall. Any one or combination of the following alternatives to shrub plantings are also permitted:
 - 1.** The landscape area may be planted with a mix of shrubs, perennials, native grasses, and other planting types that provide screening of a minimum of three feet in height.
 - 2.** Stormwater management techniques, such as rain gardens and bioswales, that provide screening of a minimum of three feet in height.
- E.** Landscape areas outside of shrub masses must be planted in live groundcover, perennials, grass, or trees.
- F.** Fences or walls included in the perimeter landscape treatment must be constructed of high quality, durable materials such as masonry, stone, brick, iron, or any combination thereof.

PARKING LOT LANDSCAPE ABUTTING A STREET



11.6 REQUIRED PARKING LOT INTERIOR LANDSCAPE

Any parking lot of 15 spaces or more, whether a principal use of the site or an accessory parking lot to a principal use, interior parking lot landscape is required.

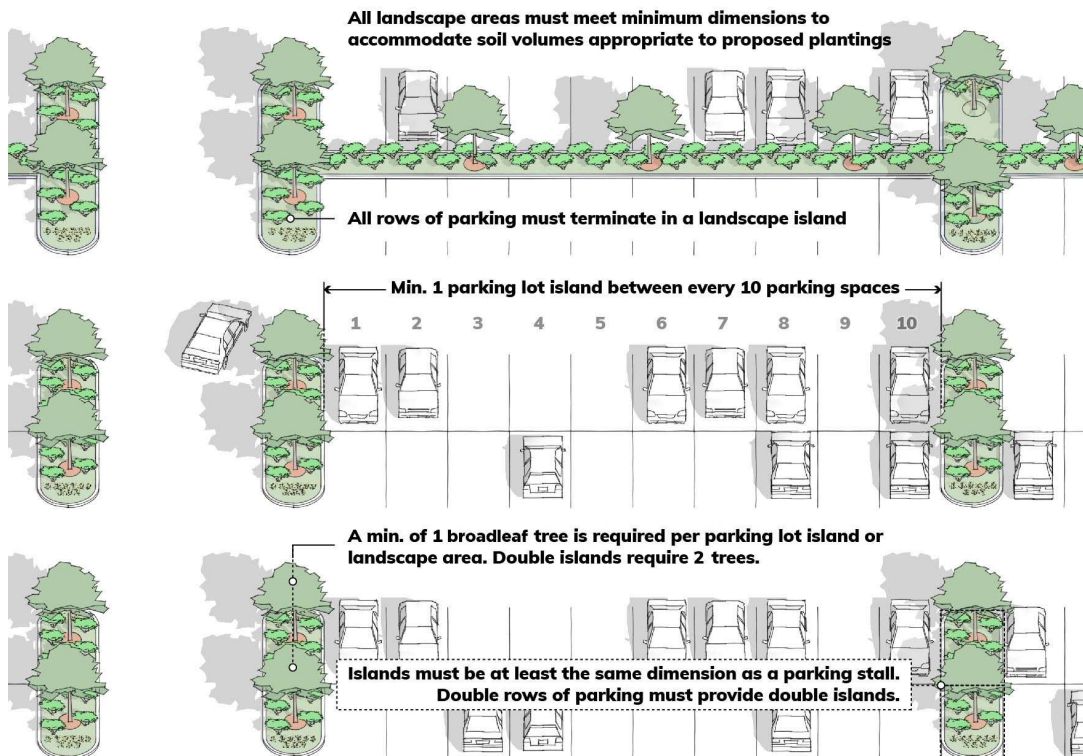
- A.** One parking lot island must be provided at a minimum between every ten parking spaces. As part of the landscape plan approval, parking lot island locations may be varied based on specific site requirements or design scheme, but the total number of islands must be no less than the amount required of one island for every ten spaces.
- B.** Parking lot islands must be, at minimum, the same dimension as a parking stall. Double rows of parking must provide parking lot islands that are, at minimum, the same dimension as the double row.
- C.** A minimum of one broadleaf tree must be provided for every parking lot island or landscape area. Where a parking lot island is the same dimension as a double row of parking, two broadleaf trees are required. The remaining area of a parking lot island must be planted in ornamental trees, live groundcover, shrubs, perennials, or grass.
- D.** The minimum total landscape area of a parking lot, including parking lot islands, must be 10% of the total parking lot area. All landscape areas must meet a minimum dimension to accommodate soil volumes appropriate to proposed plantings. Parking lot landscape area along a street, as required in Section 11.5, is excluded from the calculation of total parking lot area and total parking lot landscape.

E. All rows of parking spaces must terminate in a landscape area. Rows of parking containing 20 or more spaces must terminate in a landscape area a minimum of 300 square feet in area, to accommodate larger broadleaf tree species.

F. The use of stormwater management elements, such as sunken islands, perforated curbs, rain gardens and bioswales, is encouraged in landscape areas. When a parking lot island is designed for stormwater management, the tree requirement may be exempted as part of landscape plan approval when it is determined that trees may not thrive as part of such design.

G. Interior parking lot landscape is encouraged to coordinate with the design of parking lot lighting, to avoid conflicts between lighting and plant material that may result in the need for pruning or topping of required plant material.

PARKING LOT INTERIOR LANDSCAPE



11.7 BUFFER YARD REQUIREMENTS

Buffer yards are located within rear and interior side setbacks, and must be reserved for planting material and screening as required by this section. No parking spaces or accessory structures are permitted within the required buffer yard.

A. Interior Side Setback Buffer Yards

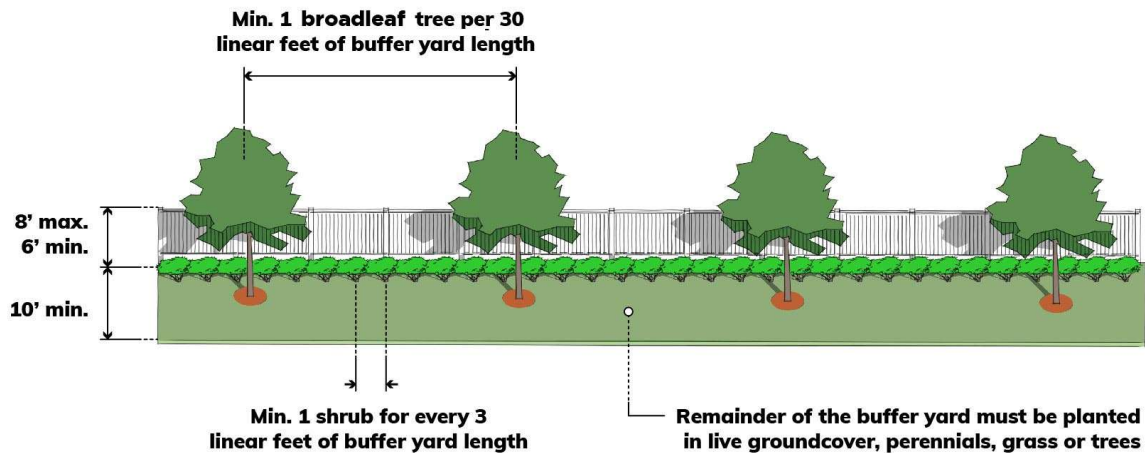
1. Interior side setback buffer yards are required in the following situations:
 - a. Where a multi-family dwelling abuts a single-family, two-family, or townhouse dwelling.
 - b. Where a nonresidential use is located within a residential district. This does not include parks/playgrounds.
 - c. Where a nonresidential district abuts a residential district. This does not include the INST-PR District or parks/playgrounds.

2. The minimum size and improvement of interior side setback buffer yards is as follows:
 - a. The buffer yard must be a minimum of ten feet in width.
 - b. A solid fence or wall a minimum of six feet and a maximum of eight feet in height must be erected along 100% of the yard length.
 - c. One broadleaf tree is required for every 30 linear feet of buffer yard length. As part of the landscape plan approval, trees may be spaced at various intervals based on specific site requirements, but the total number of trees planted must be no less than one per 30 linear feet of buffer yard length.
 - d. One shrub must be planted for every three linear feet of landscape area, spaced linearly. As part of the landscape plan approval, shrubs may be spaced at various intervals based on specific site requirements, but the total number of shrubs planted must be no less than one per three linear feet of buffer yard length.
 - e. The remainder of the buffer yard must be planted in live groundcover, perennials, grass, or trees.

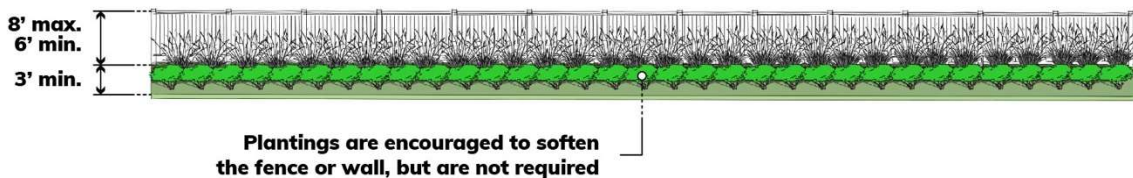
B. Rear Setback Buffer Yards

1. Rear setback buffer yards are required in the following situations:
 - a. Where a multi-family dwelling abuts a single-family, two-family, or townhouse dwelling.
 - b. Where a nonresidential use is located within a residential district. This does not include parks/playgrounds.
 - c. Where a nonresidential district abuts a residential district. This does not include the INST-PR District or parks/playgrounds.
2. The rear setback buffer yard for lots of more than 90 feet of lot depth are must meet the following buffer yard requirements:
 - a. A buffer yard must be a minimum of ten feet in width.
 - b. One broadleaf tree is required for every 30 linear feet of buffer yard length. As part of the landscape plan approval, trees may be spaced at various intervals based on specific site requirements, but the total number of trees planted must be no less than one per 30 linear feet of buffer yard length.
 - c. A solid fence or wall a minimum of six feet and a maximum of eight feet in height must be erected along 100% of the yard length.
 - d. One shrub, which must reach a minimum of three feet in height at maturity, must be planted for every three linear feet of landscape area, spaced linearly. As part of the landscape plan approval, shrubs may be spaced at various intervals based on specific site requirements, but the total number of shrubs planted must be no less than one per three linear feet of buffer yard length.
 - e. The remainder of the buffer yard must be planted in live groundcover, perennials, grass, or trees.
3. The rear buffer yard for lots of 90 feet or less of lot depth are required to provide a solid fence or wall a minimum of six feet and a maximum of eight feet in height, erected along 100% of the rear setback buffer yard length and located at the rear lot line. The rear buffer yard must be three feet in depth. Plantings are encouraged to soften the effect of the fence or wall, but are not required.

BUFFER YARD



REAR BUFFER YARD EXCEPTION - LOTS 90 FEET OR LESS IN DEPTH



11.8 STREET TREES AND ON-SITE TREES

A. Purpose

In order to preserve and expand the urban forest, broadleaf trees are required to be planted both on-site and/or in the tree belt of rights-of-way. Table 11-B: Required Broadleaf Tree Planting lists the requirements for each district. Existing trees in the tree belt are counted toward this required minimum number.

B. Applicability

This section and Table 11-B: Required Broadleaf Tree Planting applies only to new construction as of the effective date of this Ordinance, ~~April 4, 2022~~.

C. Requirements

1. Single-family, single-family - attached, and two-family dwellings may be exempt from required tree belt plantings with the permission of the Department of Public Works.
2. All trees planted within the tree belt and anywhere within the right-of-way require approval of the Department of Public Works. All plantings in the tree belt must follow Department of Public Works standards. When planting within the tree belt, all invasive species ranked high or very high by New York State must be removed.
3. No trees planted may interfere with pedestrian, bicycle, or vehicle traffic.
4. All trees within the tree belt must be spaced a minimum of 30 feet apart.
5. On-site trees must be planted by the applicant for new construction. Once the individual lots are sold, the trees are the responsibility of the property owner if the property owner is not the applicant. Trees planted within

the tree belt and right-of-way become Department of Public Works property and responsibility. Maintenance requests for trees planted within the tree belt and right-of-way can be submitted to the Department of Public Works.

6. Required on-site trees are in addition to any trees required by landscaping regulations of this Article.

TABLE 11-B: REQUIRED BROADLEAF TREE PLANTING		
District	On-Site Trees	Trees in Tree Belt per Linear Foot of Lot Frontage Abutting the Tree Belt
Residential Subdivision	None	1 per 40' linear feet along public or private streets
RR	None	1 per 40' linear feet
SR	None	1 per 40' linear feet
UR-1	None	1 per 40' linear feet
UR-2	None	1 per 40' linear feet
UR-3	None	1 per 40' linear feet
UR-4	None	1 per 40' linear feet
R-MHP	None	1 per 40' linear feet
NCU	None	1 per 40' linear feet
AC	None	1 per 40' linear feet
UN	None	1 per 40' linear feet
NC	None	1 per 40' linear feet
UC	None	1 per 40' linear feet
OMB	2 per acre of site	1 per 40' linear feet
WRB	2 per acre of site	1 per 40' linear feet
GC-U	None	1 per 40' linear feet
GC-R	2 per acre of site	1 per 40' linear feet
INST-ED	2 per acre of site	1 per 40' linear feet
INST-HTR	2 per acre of site	None
INST-MP	2 per acre of site	1 per 40' linear feet
INST-PR	None	None
IND-L	2 per acre of site	1 per 40' linear feet
IND-G	2 per acre of site	1 per 40' linear feet
IND-X	None	None

11.9 TREE PRESERVATION

A. Intent

Existing significant trees should be preserved to the maximum extent feasible. Where preservation is not feasible, trees that are removed should be replaced on-site with comparative native trees that will provide the same benefit in accordance with this section.

B. Applicability

1. These standards apply to all multi-family dwelling, nonresidential, and mixed-use developments.
2. The tree preservation requirements of this section apply only to on-site trees. It does not apply to trees within the tree belt or right-of-way.
3. Trees that are dead or dying as certified by a qualified arborist, or are a species deemed to be undesirable by the City, or are found to be a threat to public safety are exempt from these provisions..

C. Site Plan Review: Tree Survey or Plan Requirement

As part of site plan review, a tree survey depicting the species, size, location, and condition of any existing significant trees on the site by a land surveyor or registered arborist is required, including a preservation and replacement plan to demonstrate compliance with these standards. An applicant may use an aerial survey to estimate canopy coverage of the site, including the use of randomly selected sample plots within the survey area, to determine typical canopy coverage. The aerial survey may include species for the area covered by the aerial survey.

D. Landscape Credit

Existing significant trees preserved on a site that are of good health are credited towards fulfillment of the landscape requirements of this Ordinance with the exception of required parking lot islands. Every significant tree that is preserved within a required landscape area is credited as two required trees. A tree may only be credited once.

E. Permitted Tree Removal

1. As part of landscape plan approval, the Planning Board may permit removal of significant trees. Removal of a significant tree or trees must be indicated on the landscape plan, which must also indicate the replacement planting plan. As part of the landscape plan submittal, a certified arborist must certify the reasons for the removal of the tree.
2. When removal is requested and no landscape plan is required, the Chair of the Planning Board, in consultation with Planning Department staff, has the authority to grant permission to remove a significant tree. In order to receive permission to remove a significant tree, the Chair and staff may consider the following factors among others:
 - a. The tree poses a hazard. In order to verify that a hazard exists, the Chair may require a tree hazard assessment to be performed by a qualified arborist.
 - b. The tree is planted too close to an existing structure, such that it is either damaging or has the clear potential to damage the structure.
 - c. The roots of the tree are causing irreparable damage to paved areas or sewer and plumbing lines.
 - d. The tree has an incurable disease or pest infestation that cannot be eliminated. The Chair may require this condition to be verified by a qualified arborist.
 - e. The tree has been damaged to the point that it cannot recover and grow properly, or it will grow in a misshapen or unsightly manner.
 - f. The removal of the tree is necessary to carry out construction in compliance with approved plans.
 - g. The tree is an invasive species ranked by New York State from high to very high.

F. Tree Replacement or Mitigation

1. If a significant tree is removed according to an approved landscape plan in accordance with this section, or is removed or damaged during clearing, grading, or construction, the applicant must replace the removed or damaged trees. If a replacement planting plan is not already approved as part of the landscape plan, a replacement planting plan must be approved by the Planning Board or the Chair of the Planning Board in consultation with Planning Department staff.
2. The Planning Board or the Chair of the Planning Board in consultation with Planning Department staff may allow trees to be replaced with other types of landscape if one or more of the following conditions are met:
 - a. There is no suitable location on the property for a replacement tree, and there is not available canopy space and/or additional soil volume to support additional trees.
 - b. If a replacement tree would be out of character in conjunction with an approved landscape plan.

G. Construction Protection

The following standards must be must be detailed in the plan set and followed during construction to protect significant trees:

1. During construction all standards from the following must be implemented and followed to protect significant trees:
 - a. ANSI A300 (Part 5)-2012: Management of Trees and Shrubs During Site Planning, Site Development, and Construction, most current edition.
 - b. International Society of Arboriculture - Best Management Practices (BMP) - Managing Trees During Construction, most current edition.
2. During construction, the applicant must prevent the cleaning of equipment or material or the storage and disposal of waste material, such as paints, oils, solvents, asphalt, concrete, motor oil, or any other material, potentially harmful to the tree within the required protection zone of any protected tree. Nothing within this section is interpreted as an authorization to ignore or violate applicable federal or state hazardous waste laws.
3. Trees located on public property, including the tree belt, must be protected and may not be cut, damaged, or removed without first obtaining approval from the Department of Public Works.

H. Clear-Cutting of Forest Prohibited

Clear-cutting, which is the felling and removal of all trees or nearly all trees from a given tract of land, is prohibited unless specifically permitted by the Planning Board and a land disturbance activity permit is issued per Section 13.7.

Article 12. Signs

- 12.1 PURPOSE
- 12.2 GENERAL STANDARDS
- 12.3 DISTRICT AND PLANNED UNIT DEVELOPMENT SPECIFIC STANDARDS
- 12.4 ILLUMINATION
- 12.5 PROHIBITED SIGNS
- 12.6 EXEMPT SIGNS AND ACTIVITY
- 12.7 SIGN PERMIT REQUIRED
- 12.8 CLASSIC SIGNS

12.1 PURPOSE

The purpose of this Article is to establish a comprehensive system of sign controls regarding the construction, installation, and maintenance of signs that will:

- A. Promote and protect the health, safety, and welfare of the City by ensuring the compatibility of signs with surrounding structures and land uses.
- B. Create a more attractive business and economic climate by enhancing and protecting the orderly and effective display of signs, and discourage sign clutter.
- C. Protect the public from hazardous conditions that may result from the indiscriminate use and placement of signs, structurally unsafe signs, signs that obscure the vision of pedestrians or motorists, and signs that compete or conflict with necessary traffic signals, government signs, and warning signs.

12.2 GENERAL STANDARDS

All signs constructed, erected, modified, or altered must comply with the following standards.

A. Exceptions

All signs constructed, erected, modified, or altered must comply with the standards of this Article, whether such signs do or do not require a sign permit, with the exceptions listed in this section. The following signs are not regulated by this Ordinance:

- 1. Signs within a building or enclosed space within a development that are not visible from a public right-of-way.
- 2. Signs installed by federal, state, or local governments.
- 3. Logos and labels located on mechanical equipment, recycling bins, trash containers, and similar equipment, which are part of the equipment as manufactured and/or installed.
- 4. Flags of nations, states, and cities, or fraternal, religious, and civic organizations.

B. Location Restrictions

- 1. No sign may be erected in a location that violates the building code, fire code, and other applicable City codes or ordinances.
- 2. No sign is permitted within 150 feet of a signalized or within 50 feet of an un-signalized street intersection, as measured along the back of curb or edge of roadway pavement, as applicable.
- 3. No sign is permitted within ten feet of an intersection of a street and a driveway as measured along the back of curb or edge of roadway pavement, as applicable, or along the driveway edge.
- 4. Only signs that have been placed by or authorized by federal, state, or the City may be installed on public property. Any sign installed on public property, including rights-of-way, without prior authorization, will be removed by the City without notice and may be disposed of.

5. No permanent sign may be erected on private property without the consent of the property owner or his/her authorized agent. Any sign installed on private property without authorization may be removed by the property owner without notice and may be disposed of.

6. No sign may be erected in a manner that obstructs access to any ingress or egress, fire escapes, fire hydrants, fire department connections, or standpipes and similar fire safety connections.

C. Encroachment into Right-of-Way

For a sign to permissibly extend into a public right-of-way, prior review and approval by the Commissioner of Public Works, after consultation with the Department of Public Safety, is required. Adherence to the design standards included in this Article does not imply approval of an encroachment.

D. Tree Protection

Sign placement, including projections from a building facade, must protect all trees. Existing trees may not be removed or significantly trimmed in order to install a sign or create more visibility for a sign.

E. Audio Components

Audio components are prohibited as part of any sign, except for the following:

1. Drive-through sign: For drive-through signs, the audio component is limited to communication between the customer and service window.
2. Signs owned and/or operated by a government agency.

F. Construction Standards

1. Supports and braces must either be designed as an integral part of the overall sign or obscured from public view to the extent feasible.
2. All signs attached to a building must be installed and maintained so that wall penetrations are watertight and the structure does not exceed allowable stresses of supporting materials.
3. All signs must be designed and constructed in compliance with the building code, electrical code, and all other applicable codes and ordinances.
4. Glass comprising any part of a sign must be safety glass.
5. All letters, figures, characters, or representations in cut-out or irregular form, maintained in conjunction with, attached to, or superimposed upon any sign must be safely and securely built into or attached to the sign structure.
6. All electrical fixtures, devices, circuits, conduits, raceways, or similar features must be installed and maintained in compliance with the current City electrical code.
7. Conduits, raceways, and other components of a sign illumination system must be designed as an integral part of the overall sign structure and obscured from public view to the extent technically feasible.

G. Permitted Materials for Signs

1. Permanent sign structures must be constructed of brick, wood or simulated wood, stone, concrete, metal, plastic, or high-density urethane (HDU) foam board or similar durable foam construction.
2. Awning, canopy, and banners must be constructed of durable weather resistant material such as canvas, nylon, or vinyl-coated fabric. Such material must be mounted within a frame so that they are held taut between all support posts. In the case of banners, all ties must be secured so that the banner is held taut.
3. Reflective materials that create glare, either from sign illumination or from outside sources such as street lights or vehicle headlights, are prohibited.

H. Required Maintenance

1. All signs must be kept in a safe and well-maintained condition and appearance, and must be repainted or otherwise maintained by the property owner or business owner to prevent corrosion or deterioration caused by the weather, age, or any other condition.
2. All signs must be maintained to prevent any kind of safety hazard, including faulty or deteriorated sign structures, a fire hazard, or an electrical shock hazard.
3. All unused sign hardware or wiring must be removed.
4. No sign frame may remain unfilled or allow any internal part or element of the sign structure to be visible.
5. If a sign is maintained in an unsafe or unsecured condition, it must be removed or the condition corrected. If the sign is not removed or the condition is not corrected within the required time period, the City may enforce this order through permitted enforcement procedures.
6. The City may remove any sign that is an immediate public peril to persons or property summarily and without notice. The owner of such sign is responsible for all costs of removal.
7. Where possible by the design of a sign structure, a permanent sign that becomes obsolete after the associated activity or use is discontinued or abandoned must remove all sign copy from the sign structure and the panels must be removed and replaced with a blank panel. This requirement is not satisfied by reversing (i.e., turning such copy so that it faces inward), painting over, covering with vinyl or other fabric, or other means of obfuscating such copy.
8. The following maintenance activities are exempt from requiring a sign permit. All other maintenance and alterations to a sign require a permit.
 - a. Painting, cleaning, or other normal maintenance and repair of a sign. This does not include any structural changes or any changes in the electrical components of the sign, including the removal or replacement of electrical components. Any activity that increases the sign area, sign height, or any sign dimension, or moves the location of a sign, requires a sign permit. The changing of a sign face requires a sign permit.
 - b. Changing the copy of a changeable message sign.

12.3 DISTRICT AND PLANNED UNIT DEVELOPMENT SPECIFIC STANDARDS

A. Architectural Review and Historic Review Overlay Districts

Signs within the Architectural Review or Historic Review Overlay Districts are subject to review by the Design Review Board. Prior to issuance of a sign permit in the Historic Review and Architectural Review Overlay Districts, the Design Review Board will review all signs within the context of its visual and physical environment. Consideration will be given, but not limited to the following elements:

1. Size, bulk and mass
2. Texture, materials and colors
3. Lighting and illumination
4. Orientation and elevation
5. General and specific location
6. Proximity to streets, highways and mass transit routes
7. Design including size and character of lettering, logos, and related contents
8. Background or field including the skyline
9. Character and design of sign structure

B. Historic Review Overlay District, and the NC and UC Districts

1. Signs within the Historic Review Overlay District must be installed in a manner that does not permanently damage the historic quality of the structure.
2. Exposed neon tube, and the like, is prohibited.
3. Signs with internally-illuminated, translucent individual letters ("channel lighted") are prohibited. However, back-lighted opaque letters are permitted provided the light source is concealed by the letter and light is reflected off the rear surface of the letter ("halo lighted").
4. Sign lettering or logos cannot exceed 18 inches in height.
5. Exterior mounted transformer boxes for electric wall signs are prohibited in the Historic Review Overlay District, and the NC and UC Districts.

C. Planned Unit Developments

Where the ordinance adopting the planned unit development contains standards for signs, such provisions control. When the ordinance adopting the planned unit development does not provide sign standards, the following standards apply:

1. For residential uses, the sign standards of this Article for residential uses or districts, as applicable, apply.
2. For nonresidential uses, the sign standards of this Article for commercial mixed-use districts apply.
3. All other provisions of this Article including but not limited to, prohibited signs, exempt signs, illumination, etc., apply unless specifically modified by the ordinance adopting the planned unit development.

12.4 ILLUMINATION

- A. Any sign illumination, including gooseneck reflectors, external illumination, and internal illumination, must be designed, located, shielded, and directed to prevent the casting of glare or direct light upon roadways and surrounding properties, and prevent the distraction of motor vehicle operators or pedestrians in the public right-of-way.
- B. The sign face of internally illuminated signs must function as a filter to diffuse illumination. The sign face must cover all internal illumination components so that no exposed bulbs are visible.
- C. All external illumination of a sign must concentrate the illumination upon the printed area of the sign face.
- D. The use of bare bulbs as external illumination is prohibited.
- E. The maximum allowable foot-candle at the lot line is one foot-candle unless such signs are allowed to extend over the lot line, where the maximum of one foot-candle is measured at the back of curb or edge of pavement.
- F. In accordance with Section 9.4, the correlated color temperature of all signage lighting sources must be at or below 3000 degrees kelvin.

12.5 PROHIBITED SIGNS

All signs not expressly permitted by this Ordinance are prohibited. In addition, the following sign types are specifically prohibited.

- A. Banners wrapped around a permanent sign structure, such as a freestanding sign or projecting sign.
- B. Balloon signs. Inflatable advertising displays designed to inflate or move by use of a fan or blower are considered a balloon sign.
- C. Electronic message signs and video display screens.
- D. Feather Flags/Sails.

- E. Flashing signs.
- F. Gas station pump video screens.
- G. Light pole banners.
- H. Marquee.
- I. Moving signs, including any sign that rotates, revolves, or has any visible moving part, or any sign that gives the appearance of movement, including signs designed to be moved by wind or other natural elements. This excludes analog clocks up to 24 square feet in area and barber poles.
- J. Off-premise commercial signs – permanent. Also known as billboards.
- K. Off-premise commercial signs – temporary.
- L. Portable signs, including portable reader board signs.
- M. Roof signs.
- N. Strobe lights, moving or fixed spotlights, floodlights/searchlights.
- O. Signs that constitute a traffic hazard, including signs that:
 - 1. Interfere with, obstruct the view of, or may be confused with any authorized traffic sign, signal, or device because of its position, shape, or color, including signs illuminated in red, green, or amber color designed to resemble a traffic signal.
 - 2. May be confused with any public safety lighting, including signs illuminated in red and blue colors.
 - 3. Mislead, interfere with, or confuse traffic.
- P. Vehicle signs. Signs placed, mounted, installed, or painted on a vehicle for the primary purpose of attracting attention to an occupant's presence within a building at which the vehicle is being parked. This prohibition does not include signs painted on or applied to vehicles, trucks, or buses that are being operated and stored in the normal course of business, such as signs located on delivery trucks, moving vans, and rental trucks, provided that the primary purpose of such vehicles is not the display of such sign, and that they are properly parked or stored in areas related to their use as vehicles and all such vehicles are in operable condition. This does not include vehicle for-sale signs.

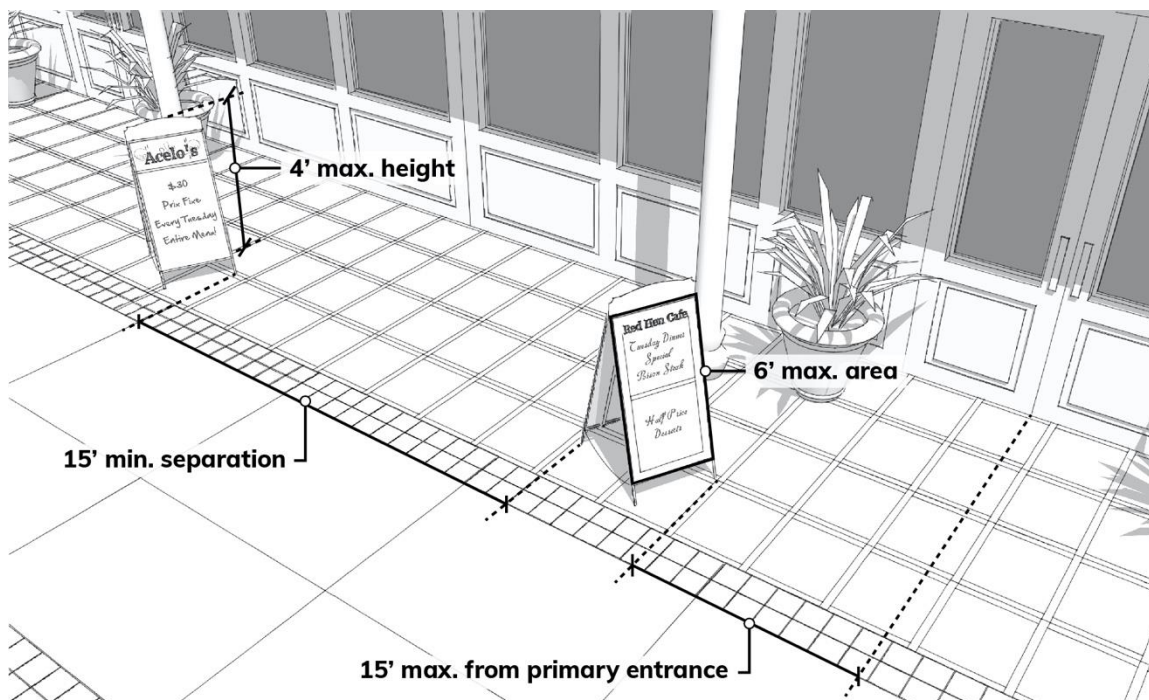
12.6 EXEMPT SIGNS AND ACTIVITY

A. A-Frame Sign

- 1. A-frame signs are permitted for nonresidential uses on Broadway between Van Dam Street and the Avenue of the Pines and within the AC District.
- 2. A-frame signs placed in the sidewalk or tree belt require approval from the Commissioner of Public Works in accordance with Article 203-10 of the City Code.
- 3. One A-frame sign is permitted per establishment, including one for each tenant in a multi-tenant development. A minimum 15 foot separation is required between all A-frame signs.
- 4. An A-frame sign must be placed within 15 feet of the primary entrance of the business, and must not interfere with pedestrian traffic or violate standards of accessibility as required by the ADA or other accessibility codes.
- 5. A-frame signs are limited to six square feet in area per side and four feet in height.
- 6. A-frame signs may be placed outdoors only during business hours. A-frame signs must be stored indoors at all other times.

7. A-frame signs must not be used outdoors when high winds, heavy rain, snow, or other weather conditions exist.
8. Illumination of A-frame signs is prohibited.
9. No A-frame sign may have any type of electronic component.

A-FRAME SIGN



B. Agricultural Activity Temporary Sign

1. Temporary signs are permitted on property in agricultural use in all districts where products are sold in conjunction with the agricultural use.
2. Only ground-mounted signs are permitted and must be located five feet from any lot line.
3. Signs cannot exceed 24 square feet in area and five feet in height.
4. Only one sign is permitted per street frontage.
5. Signs shall be removed within seven days of the termination of sale activities.

C. Construction Activity Sign

1. New Construction, Building Expansion, Exterior Renovation, and Site Element Reconstruction

On a lot where active new construction, building expansion activity, exterior renovation, or site element reconstruction, such as reconstruction of a parking lot is taking place, one temporary sign is permitted per each street frontage. Such temporary signs are subject to the following:

- a. Such temporary signs are permitted in all districts on sites with active construction projects.
- b. Such temporary signs may be installed only after approval of a building permit for such activity. Signs must be removed once construction is complete or the building permit expires, whichever occurs first.
- c. Such temporary signs may be constructed as either freestanding signs, wall signs, or installed on fences, and subject to the following:

- i. Signs are limited to 32 square feet in area.
 - ii. Freestanding signs are limited to six feet in height
 - iii. Freestanding signs must be located a minimum of five feet from any lot line.
 - iv. Signs may not be illuminated.
- d. In lieu of a freestanding sign, wall sign, or sign installed on a fence, a wrap sign may be used to wrap the fence or the structure under construction. A wrap sign requires review and approval by the Design Review Board prior to installation. Such wrap sign must be made of mesh or similar material that is not completely opaque. There is no maximum square footage limitation.

2. On-Site Renovation for Existing Structures or Site Improvement Activity

On a developed lot where active renovation to an existing structure or site improvement to the grounds, such as landscaping, is taking place to improve the structure or grounds, a temporary sign is permitted subject to the following.

- a. Such signs are permitted in all districts on all sites with such activity.
- b. One sign is permitted per street frontage.
- c. Signs may be constructed as either freestanding signs, wall signs, or a sign installed on a fence. Freestanding signs must be located ten feet from any lot line.
- d. Signs are limited to ten square feet in area and five feet in height.
- e. Signs may not be illuminated.
- f. Signs may be installed only after approval of a building permit for such activity or when activity has commenced if no building permit is required and must be removed within 72 hours once the renovation or improvement is complete.

D. Culturally or Historically Significant Sites

- 1. A site or building with cultural or historical significance is permitted a permanent sign. Such signs are permitted in any district.
- 2. Signs on culturally or historically significant sites or buildings may be constructed as either ground or wall signs, subject to the following:
 - a. Signs on culturally or historically significant sites or buildings are limited to six square feet.
 - b. Ground signs are limited to four feet in height and shall be located five feet from any lot line.
 - c. Wall mounted signs shall be placed so as to be an integral part of the structure, cut into stone or masonry, or be a permanently affixed plaque of metal or other durable material.
 - d. Signs may be externally illuminated.
- 3. Signs on culturally or historically significant sites or buildings are limited to one per street frontage.

E. Garage Sale Activity Signs

- 1. Such temporary signs are permitted in all districts on sites where private owners are selling merchandise in a garage sale or auction.
- 2. Such temporary signs are permitted 48 hours before the time of the sale and must be removed within 24 hours of the end of the sale.
- 3. Such temporary signs may be constructed as either freestanding signs, wall signs, or installed on fences. Signs are limited to four square feet in area and freestanding signs are limited to five feet in height.

F. Gas Pump Island Signs

A maximum of one sign mounted on each gas station pump island is permitted and is limited to two square feet in sign area. All such signs must be oriented to face the vehicle fueling.

G. House/Building Numbers

1. Residential and Residential Mixed-Use Districts

The street address, number, and/or name plate identifying residents can be installed as follows:

- a. Mounted on a residence, mailbox, or lamp post.
- b. A maximum area of 1.5 square feet.
- c. Cannot be illuminated unless installed on lamp post.

2. Nonresidential Districts

The street address and/or number is limited to a maximum area of four square feet on a building, or a maximum 1.5 square feet on a sign or mailbox.

H. Noncommercial Message Temporary Sign Structures

Sign structures used for the expression of noncommercial ideas and messages are permitted in all districts. Examples include but are not limited to signs advocating a public issue, recommending a candidate for public office, alerts, or warnings.

1. Noncommercial message temporary sign structures are permitted in all districts.
2. Noncommercial message temporary sign structures may be ground, wall, and window structures. There is no limit on the number of non-commercial message temporary sign structures permitted; however, there is a maximum total of 32 square feet of sign area allowed from all temporary sign structures on a lot.
3. Ground and wall-mounted sign structures are limited to a maximum of four square feet in area per sign.
4. Window-mounted sign structure area must meet the coverage limitations of window signs. If no coverage is specified for the district or use, the limitation is 30% of the window area.
5. Ground-mounted temporary sign structures must be located at least five feet from any right-of-way line.
6. Noncommercial message temporary sign structure posted on private property must have the permission of the property owner.
7. Noncommercial message temporary sign structures may not be illuminated.
8. Noncommercial message temporary sign structures cannot be used for on-premise or off-premise advertising.

I. Parking Lot and Parking Structure Circulation Points

1. Parking lots and structures in all districts are permitted permanent signs at parking lot or structure circulation points in accordance with this section, whether such parking lots or structures are a principal or ancillary use. Such signs cannot be used for off-premise advertising.
2. Circulation points include, but are not limited to, entrances/exits, driveway intersections, drive-through lanes, fire zones, and parking lot drive aisles.
3. Signs for parking lot and structure circulation points may be internally or externally illuminated.
4. Signs are limited to four square feet in area and four feet in height.
5. A ground sign must be five feet from any right-of-way line.

J. Real Estate Activity

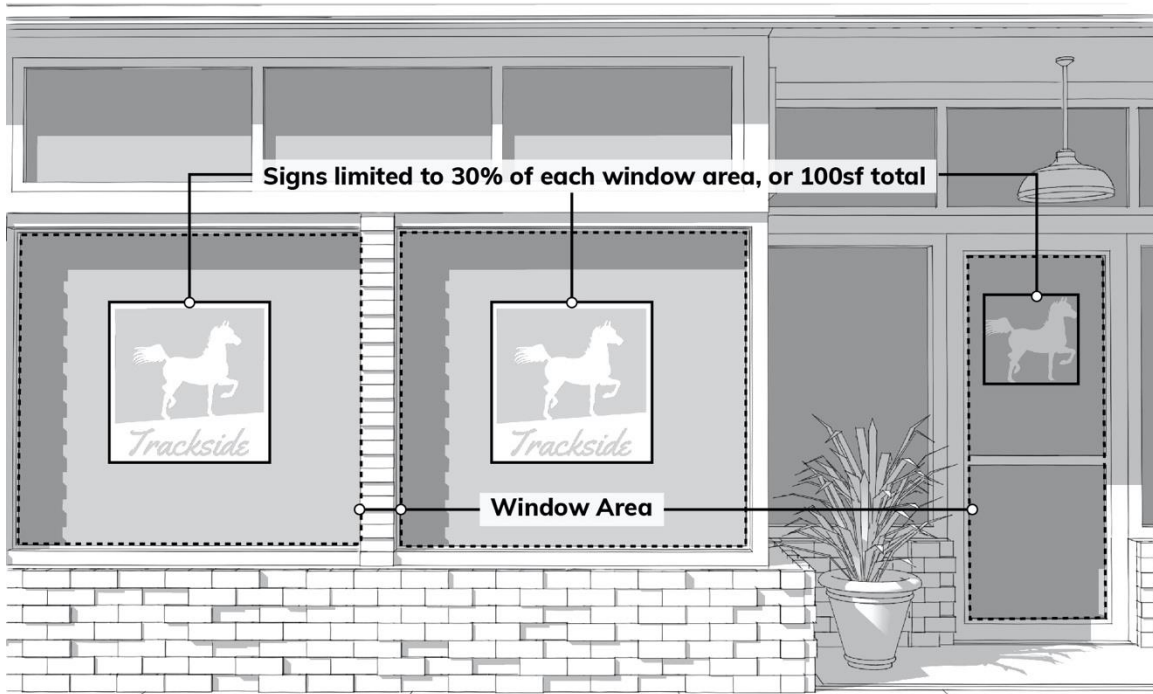
When a structure or lot is offered for sale, lease, or rent, such lot is permitted an additional temporary sign as follows:

1. Such signs are permitted in all districts. Signs must be located on the site of the property for sale, lease, or rent or the new subdivision.
2. Signs are limited to one per street frontage, with the exception of new residential subdivisions which are limited to one sign. Signs may not be located in the right-of-way or block corner visibility at an intersection.
3. Signs may be constructed as either freestanding, wall, or window signs, with the exception of new residential subdivisions which must be freestanding.
4. Signs are limited to the following maximum sign areas:
 - a. Residential and Residential Mixed-Use Districts: Four square feet
 - b. Nonresidential Districts (excluding Industrial Districts): 20 square feet
 - c. Industrial Districts: 40 square feet
 - d. New Residential Subdivision (any district): 40 square feet
5. Freestanding signs are limited to six feet in height and must be located within five feet from any lot line.
6. Such signs may not be illuminated.
7. Signs must be removed within five days of final closing, lease, or rental, with the exception of new residential subdivisions which must be removed within 30 days of the sale of 75% of the lots or units. If such signs are used in conjunction with a promotional activity related to the sale, lease or rent, such signs may be installed 48 hours prior to event and must be removed within 24 hours of the end of the event

K. Window Sign

1. Window signs are permitted for all nonresidential uses in all districts. All permanent window signs require review by the Design Review Board.
2. All window signs, whether temporary or permanent, are limited to no more than 30% of the surface of each window area or 100 square feet, whichever is less. The total of all window signs may not exceed 100 square feet per tenant.
3. Window area is counted as a continuous surface until divided by an architectural or structural element. Mullions or muntins one inch in width or less are not considered an element that divides window area.
4. An illuminated window sign is permitted but limited to a maximum area of six square feet. This is included in the maximum 30% calculation. Such sign cannot flash.
5. Window displays of items sold in the store are not considered window signs.
6. Any illuminated window sign or electronic screen between 2 square feet and 6 square feet in size requires review by the DRB regardless of the need for a sign permit. Each storefront is limited to a maximum of one such sign per storefront regardless of size.

WINDOW SIGN



12.7 SIGN PERMIT REQUIRED

This section describes the types of signs allowed with a sign permit. Specific regulations on each sign type may include further restrictions on which districts and/or uses within a district may utilize these sign types.

A. Banner

1. A banner is permitted for nonresidential uses in all districts prior to installation of a permanent sign. A permit for a banner must be submitted as part of the permit for the permanent sign.
2. Banners are allowed prior to the opening day of a use. Banners must be removed 30 days from opening day or when a permanent sign is installed, whichever comes first.
3. One banner is permitted per business, including one for each tenant in a multi-tenant development.
4. Banners are limited to a maximum area of 32 square feet or the size of the permanent sign to be installed, whichever is less.
5. Banners must be securely attached to a building wall. No banner may extend above the first floor of a building.



B. Building-Mounted Signs

1. General Regulations

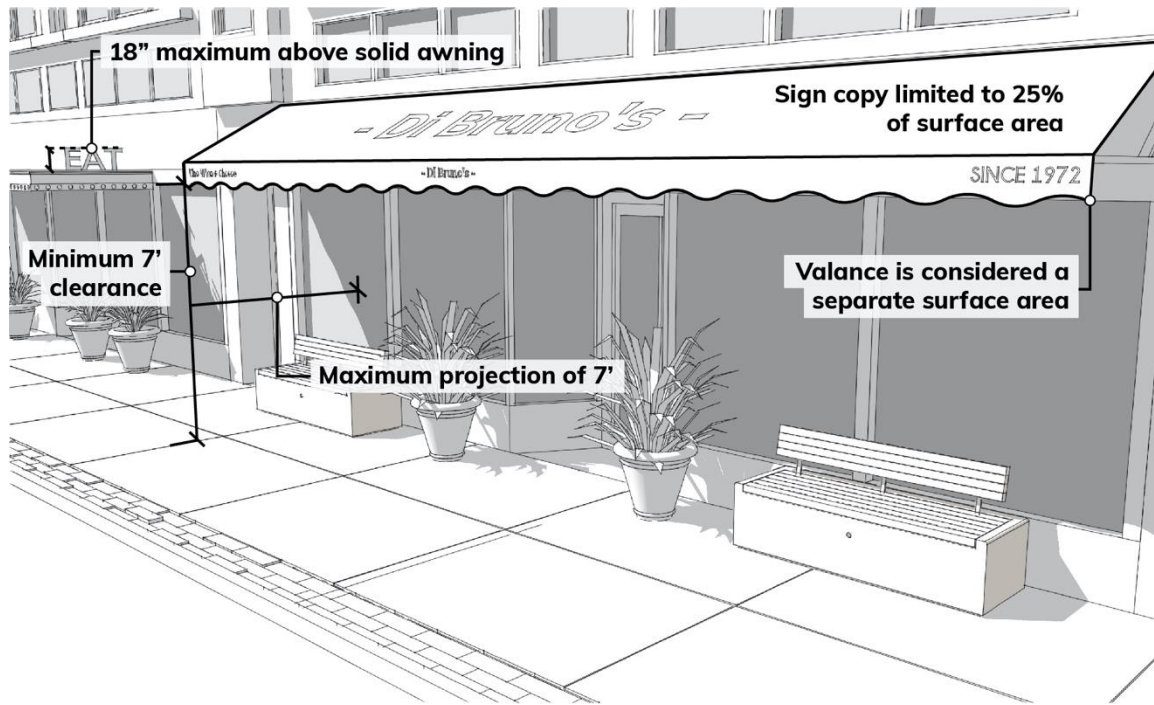
- a. The following are building-mounted signs: permanent awning signs, blade signs, canopy sign, standard wall signs, painted wall signs, and projected wall signs.
- b. Each structure is permitted one building-mounted sign per facade. However, when a facade exceeds 100 feet or more in linear feet, one wall sign plus one additional building-mounted sign is permitted.
- c. All building-mounted signs are subject to any restrictions on uses and/or districts permitted to install such signs per the specific sign provisions below.

2. Awning Sign

The following regulations apply to permanent awning signs. Awnings used as an architectural feature (no signage) are not considered an awning sign per this section. The Design Review Board may permit additional seasonal awning signs.

- a. Awning signs are permitted for multi-family dwellings and nonresidential uses in any district.
- b. Awning signs must maintain a minimum vertical clearance of seven feet.
- c. Awning signs may encroach into the public right-of-way if they meet the standards of Section 12.2.C. Awning signs are limited to a maximum projection of seven feet from the facade.
- d. Sign copy on any awning sign surface is limited to 25% of the surface area. A valance is considered a separate surface area.
- e. Solid awnings are permitted individual lettering either attached to and located above the top of the awning or mounted below the edge of the awning to a maximum height of 18 inches. If mounted below the edge of the awning, a vertical clearance of seven feet is required,
- f. Awning signs may be externally illuminated and lighting must be focused on the printed area.
- g. Back-lit awnings are prohibited.

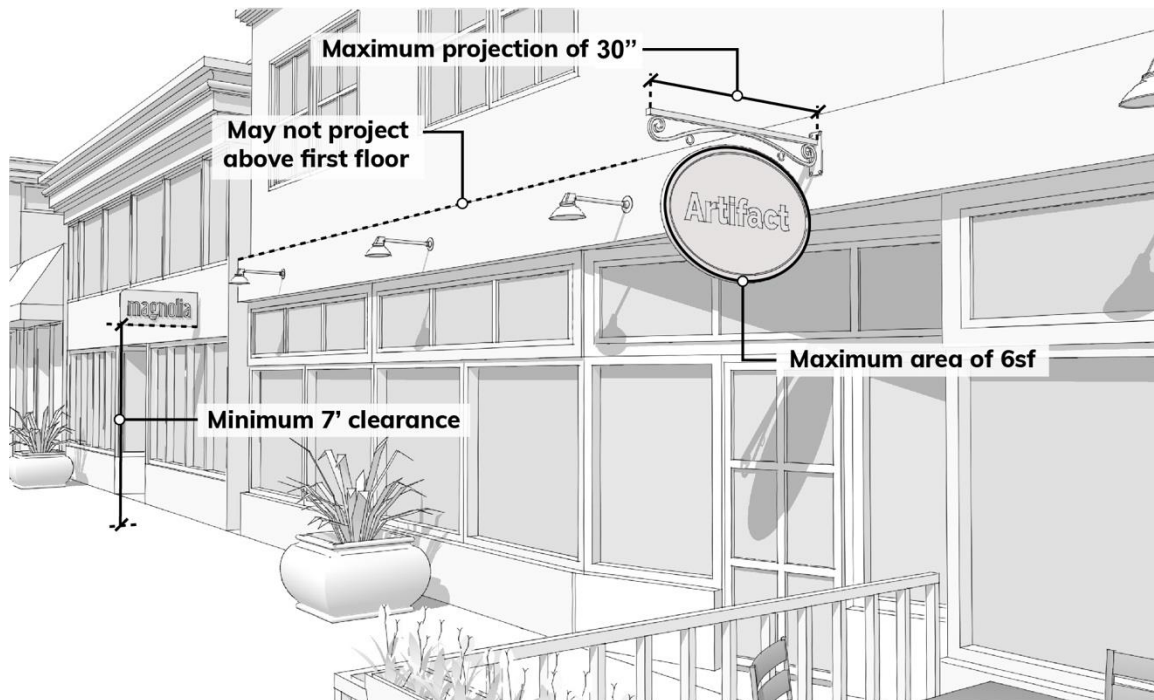
AWNING SIGN



3. Blade Signs

- a. Blade signs are permitted in the residential mixed-use, commercial mixed-use, and commercial districts.
- b. Blade signs are limited to six square feet.
- c. One blade sign is permitted per establishment with frontage on a street, public pathway, or alley. For a corner lot, one blade sign is permitted for each street frontage.
- d. Blade signs may project a maximum of 3 feet 6 inches from the facade.
- e. Blade signs must maintain a minimum vertical clearance of seven feet. No blade sign affixed to a building may project higher than the first floor, including the sign support structure.
- f. Blade signs may be internally or externally illuminated. If externally illuminated, all lighting must be directed onto the sign face from above.
- g. The method of installation of the blade sign must be approved by the Building Inspector.
- h. Blade signs are not permitted to extend into the City right-of-way.

BLADE SIGN

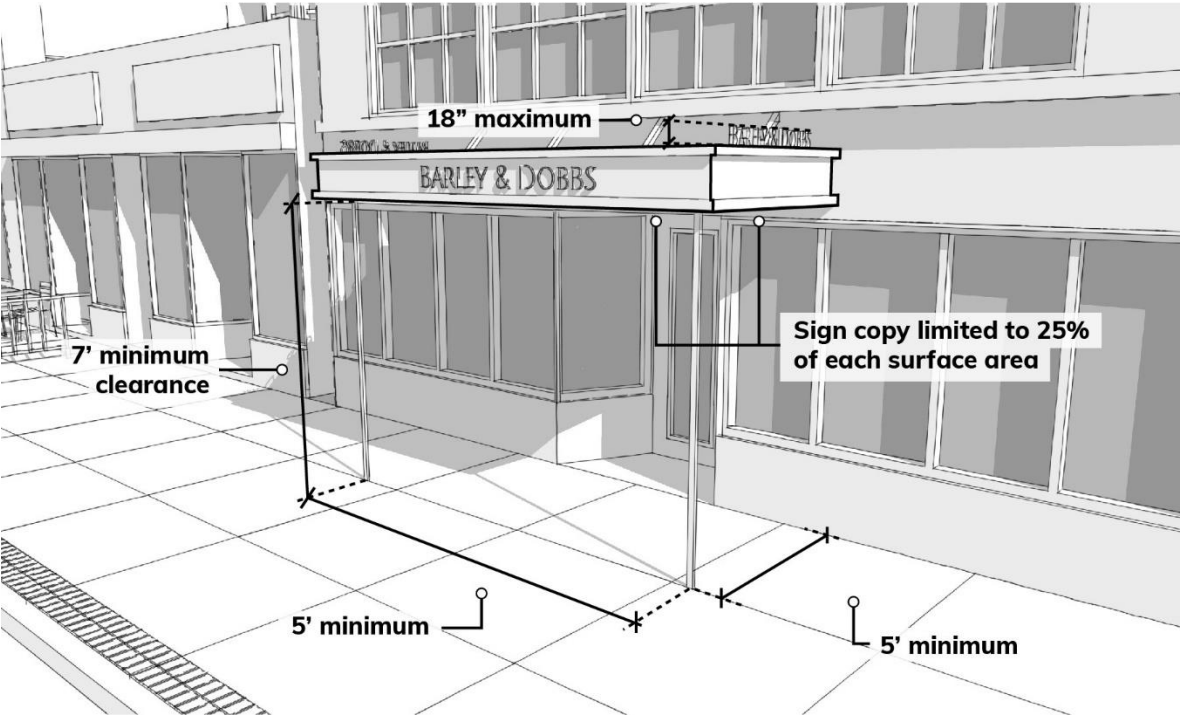
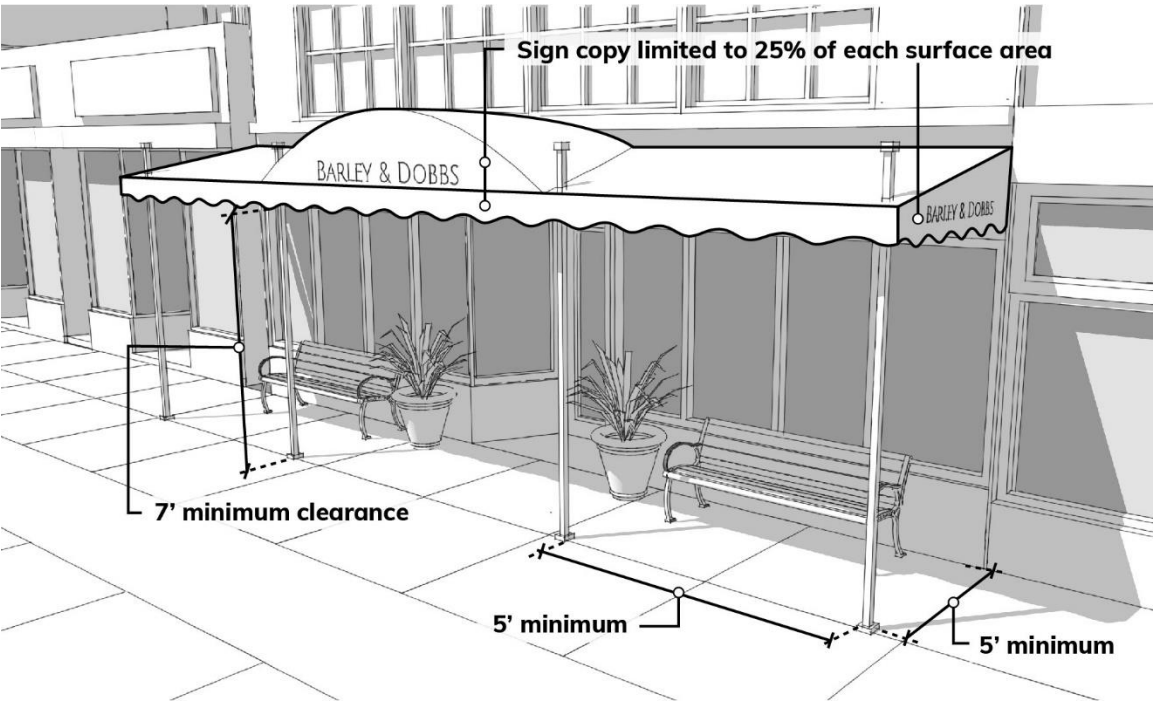


4. Canopy Sign

The following regulations apply to canopy signs. Canopies used as an architectural feature (no signage) are not considered a canopy sign per this section.

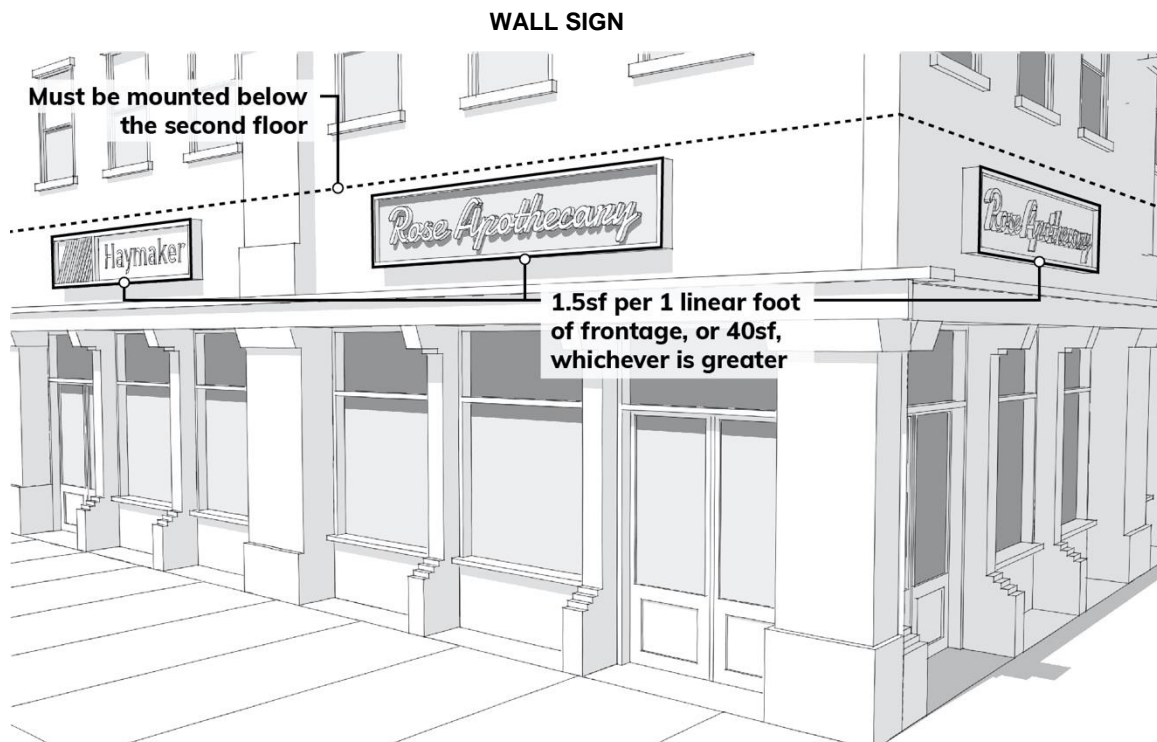
- a. Canopy signs are permitted for multi-family dwellings and nonresidential uses in all districts.
- b. Canopy signs must maintain a minimum vertical clearance of seven feet.
- c. Canopy signs cannot encroach into the public right-of-way. Support posts must maintain a minimum separation of five feet between posts and five feet between the posts and any building wall.
- d. Sign copy on any canopy sign surface is limited to 25% of each surface area.
- e. Non-structural canopy signs may be externally illuminated. Structural canopy signs may be internally or externally illuminated. If externally illuminated, the lighting must be focused on the sign.
- f. Back-lit canopies are prohibited.
- g. Structural canopies are permitted individual lettering either attached to and located above the top of the awning or mounted below the edge of the canopy to a maximum height of 18 inches. If mounted below the edge of the canopy, a vertical clearance of seven feet is required,

CANOPY SIGN



5. Wall Sign - Standard

- a. Standard wall signs are permitted for all nonresidential uses in any district.
- b. Wall signs are permitted on all facades of a structure. On a site consisting of multiple structures, each structure is permitted wall signs per the regulations of this section. The square footage from different structures cannot be combined to create a larger sign on any one structure.
- c. For a single tenant structure, the maximum total wall sign area is 1.5square feet per one linear foot of building wall where the wall sign(s) will be mounted or 40 square feet, whichever is greater. The square footage from different facades cannot be combined to create a larger sign on anyone facade.
- d. For a structure that contains multiple tenants, each tenant that has exterior business facade area is permitted a total wall sign area of 1.5square feet per one linear foot of business frontage or 40 square feet, whichever is greater, along their individual frontage(s).
- e. The number of individual wall signs on a facade is not limited, however the cumulative sign area of all signs on a facade cannot exceed the maximum allowable total wall sign area per facade.
- f. Wall signs may be internally or externally illuminated. If externally illuminated, all light must be directed onto the sign face.
- g. Wall signs must be safely and securely attached to the building wall. Wall signs may project six inches or less from the building wall, unless the sign is an electric wall sign. Electric wall signs may extend a total of 14 inches from the face of the building to accommodate a code-required transformer box but that box cannot extend more than eight inches from the building.
- h. Wall signs must be mounted below the second floor of multi-story buildings. No wall sign affixed to a building, including sign support structure, may project beyond the ends or top of the wall or higher than the roofline of the structure to which it is attached.
- i. On existing buildings, a parapet wall must not be constructed for the sole purpose of increasing the allowable height of a wall sign. For new buildings, when a sign is mounted on a parapet wall, that parapet wall must be consistent with the architectural design of the building, including building materials.



6. Wall Sign - Painted

- a. Painted wall signs are permitted for all nonresidential uses in any district.
- b. Painted wall signs are permitted on each facade of a structure.
- c. Painted wall signs are limited to 50% of the building wall or 200 square feet, whichever is less.
- d. Painted wall signs cannot be painted on or obscure architectural features such as windows, doors, pilasters, or cornices.
- e. Painted wall signs may be externally illuminated. If externally illuminated, all light must be directed onto the sign face.
- f. Painted wall signs cannot project more than 0.25 inches from a building wall.
- g. The property owner, or their authorized representative, is responsible for ensuring that a permitted painted wall sign is maintained in good condition and is repaired in the case of vandalism or accidental destruction.

7. Wall Sign - Projected

- a. Projected wall signs are permitted for all nonresidential uses in any district.
- b. Projected wall signs are limited to 50% of the building wall or 200 square feet, whichever is less.
- c. Projected wall signs must remain static and cannot flash, rotate, or move. No projected wall sign can project an electronic video.
- d. Projected wall signs cannot glare onto adjacent properties.
- e. Projected wall signs cannot be projected past the wall onto which it is projected.
- f. Projected wall signs cannot be projected over any other permanent or temporary sign, which includes painted wall signs.

C. Ground Signs

1. General Regulations

- a. The following are ground signs: freestanding signs and gateway signs.
- b. Each lot is permitted one ground sign per street frontage.
- c. All ground signs are subject to any restrictions on uses and/or districts permitted to install such signs per the specific sign provisions below.

2. Freestanding Signs

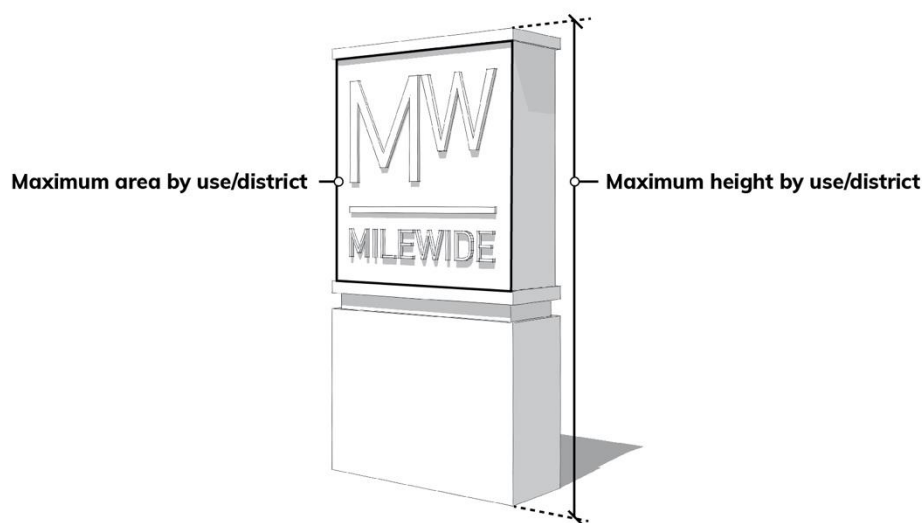
- a. One freestanding sign is permitted per lot.
- b. A freestanding sign must be located a minimum of 50 feet from any other freestanding sign.
- c. A freestanding sign cannot encroach into the right-of-way or extend beyond the lot lines. Freestanding signs cannot encroach into any internal pedestrian walkway or driveway. Freestanding signs must meet all ADA requirements for "Protruding Objects" ICC A117.1 Section 307.
- d. Freestanding signs for nonresidential uses within residential and residential mixed-use districts are limited to a maximum of six square feet in area and six feet in height.

- e. Freestanding signs for a multi-family dwelling in any district are limited to a maximum of six square feet in area and six feet in height.
- f. Freestanding signs for a residential subdivision in any district are limited to a maximum of ten square feet in area and eight feet in height. Such signs may be erected near the principal entrance but not within the public right-of-way and must include provision for permanent maintenance.
- g. Freestanding signs for nonresidential uses within nonresidential districts are limited to the maximum sign areas and sign heights of Table 12-A: Freestanding Signs in Nonresidential Districts:

Table 12-A: Freestanding Signs in Nonresidential Districts		
District	Maximum Height	Maximum Sign Area
Commercial Mixed-Use Districts	8'	12sf
Commercial Districts	12'	32sf
Gateway Districts	8'	12sf
INSTI-ED, -HTR, -MP	12'	32sf
INSTI-PR	8'	12sf
Industrial Districts	12'	32sf

- h. Freestanding signs may be internally or externally illuminated. If externally illuminated, all light must be directed onto the sign face.

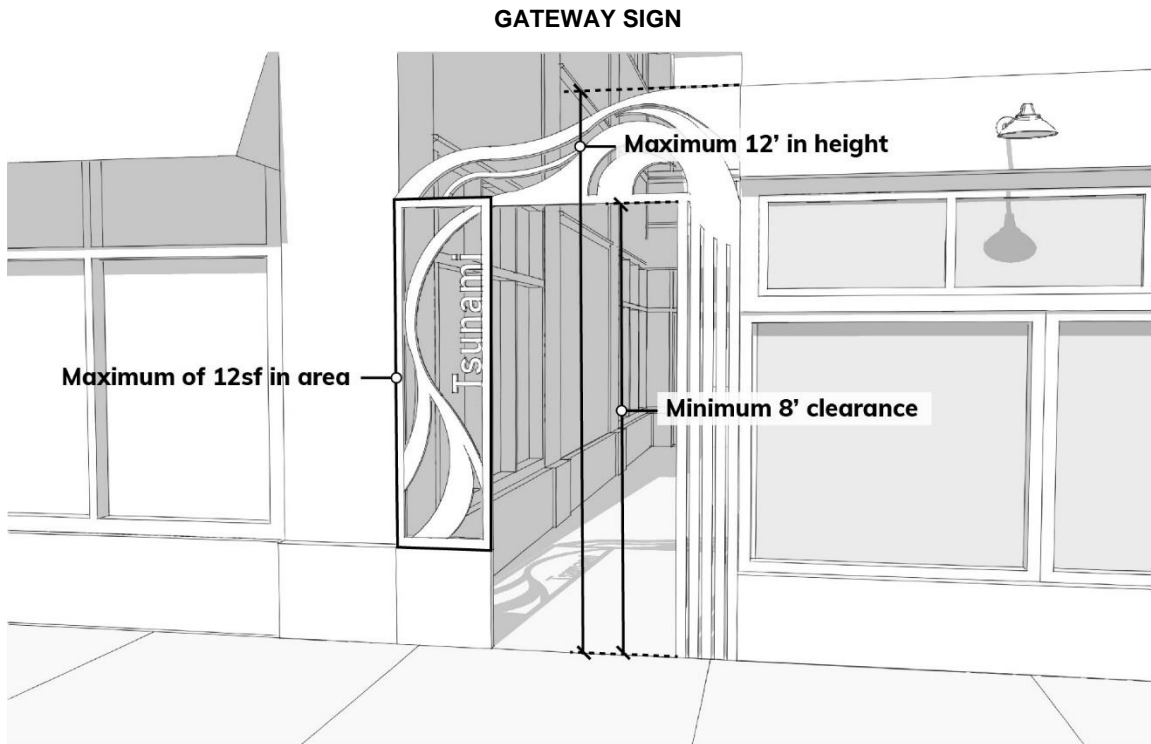
FREESTANDING SIGN



3. Gateway Signs

- a. Gateway signs are permitted in all commercial and mixed-use districts.
- b. One gateway sign is permitted per street frontage. Gateway signs must be located over a main pedestrian entryway.
- c. Gateway signs cannot encroach into the right-of-way or extend beyond the lot lines. Gateway signs are prohibited above driveways or any other vehicle drive aisles.

- d. Gateway signs are limited to a maximum of 12 square feet in area and 12 feet in height. A minimum eight foot vertical clearance is required.
- e. Gateway signs may only be externally illuminated.



D. Multiple Tenant Building Entryway

Multi-family dwellings and nonresidential developments with multiple tenants, are permitted a permanent sign at the entryway subject to the following.

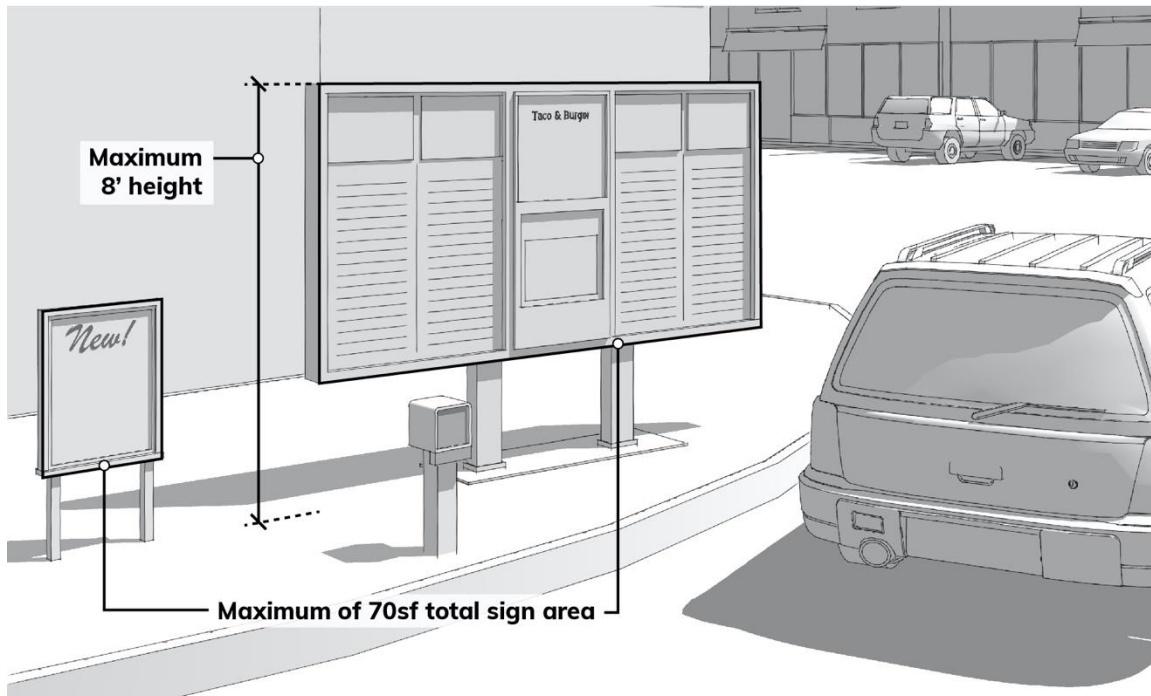
1. Signs may be constructed as either freestanding or wall signs.
2. Signs are limited to six square feet in area.
3. Freestanding signs are limited to five feet in height, and must be located within five feet of the building entry and a minimum of five feet from any lot line.
4. Wall-mounted signs must be installed at the building entryway.
5. Freestanding signs must be installed so that they are primarily viewable at the building entryway.
6. Signs are limited to one per building entry.

E. Drive-Through Sign

1. Drive-through signs are permitted for all drive-through facilities in any district.
2. Drive-through signs are limited to a maximum of two per drive-through lane.
3. Drive-through signs are limited to 70 square feet in sign area and eight feet in height. The drive-through sign may be designed as separate freestanding signs grouped together and may include the use of preview boards designed as separate freestanding signs installed a distance earlier in the drive-through lane, however the total area of all signs must not exceed 70 square feet.

4. Drive-through signs are permitted an additional ten square feet of sign area for temporary signs attached to the top or sides of the drive-through sign.
5. Drive-through signs must be located a minimum of 15 feet from any residential or residential mixed-use district lot line. This is measured from sign face to lot line, including any public right-of-way.
6. Drive-through signs may be internally illuminated. Drive-through signs may also contain an electronic screen for interaction with each customer.

DRIVE-THROUGH SIGNS



12.8 CLASSIC SIGNS

A. Eligibility

1. Any sign owner may apply for designation of an existing sign as a classic sign. Classic signs are exempt from area, setback, height, lighting, movement, flashing, placement, type, content, placement and construction materials requirements of this Ordinance.
2. To qualify for designation as a classic sign, the sign must:
 - a. Be a minimum of 50 years old. This includes a sign that, due to age or damage, was replicated exactly and where together the age of the original sign and the replica is a minimum of 50 years old.
 - b. Possess unique physical design characteristics, such as configuration, design, message, color, texture, etc.
 - c. Be of significance to the City, regardless of the use identified by the sign.
3. A sign designated a classic sign may remain on the premises even if the original use to which the sign relates is no longer located on the premises.
4. No designated classic sign may be converted into a billboard.

B. Application

1. An application for classic sign designation must include plans for sign maintenance, renovation, or possible reconstruction.
2. Application for classic sign status must be made to the Design Review Board. The Design Review Board will schedule a public meeting, where they will either approve or deny the application.
3. The applicant may appeal a decision of the Design Review Board to the City Council within 30 days of notification of the decision.

C. Maintenance

The owner of a classic sign must ensure that the sign is not structurally dangerous, a fire hazard, an electrical shock hazard, or any other kind of hazard. Classic signs may be rebuilt if damaged.

D. Designated Classic Signs

Designated classic signs are deemed to be of special significance in the City and are, therefore, designated classic signs and exempt from the provisions of this Ordinance. The Zoning Officer will keep a record of signs designated classic signs by the Design Review Board.

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13.1 LAND USE BOARD APPLICATIONS SUMMARY TABLE

A. Table 13-A: Land Use Board Applications Summary summarizes the recommendations and approval authority of the land use board applications of this Article.

B. Subdivision applications are regulated by Article 14.

Table 13-A: Land Use Board Applications Summary		
Application	Recommendation	Approval
PLANNING BOARD APPLICATIONS		
Special Use	--	Planning Board
Site Plan Review (Full)	--	Planning Board
Planned Unit Development: Final Site Plan	Planning Department Staff	Planning Board
Administrative Site Plan Review	--	Chair of Planning Board with City Planning Department staff
Watercourse/Wetland Permit	--	Planning Board
Land Disturbance Activity Permit	--	Planning Board
Temporary Use Permit - Planning Board Approval	Zoning Officer	Planning Board
DESIGN REVIEW BOARD APPLICATIONS		
Design Review: Historic Review and Architectural Review	--	Design Review Board
ZONING BOARD OF APPEALS APPLICATIONS		
Use Variance	--	Zoning Board of Appeals
Area Variance	--	Zoning Board of Appeals
Zoning Interpretation	--	Zoning Board of Appeals
ZONING OFFICER APPLICATIONS		
Zoning Determination	--	Zoning Officer
Sign Permit	--	Zoning Officer (Building Inspector issues permit)
Temporary Use Permit - Zoning Officer Approval	--	Zoning Officer
CITY COUNCIL APPLICATIONS		
Text or Map Amendment	Planning Board	City Council
Planned Unit Development: Development Plan	Planning Board	City Council

13.2 APPLICATION

A. Filing, Pre-Application Conference, and Referrals

1. All land use board applications must be filed with the Planning Department Staff. The application must be on forms provided by the City and filed in such quantity as required by the instructions.
2. Applications to amend the Zoning Map or Zoning Text and applications for Planned Unit Developments must be filed in the Office of the Mayor. The application must be on forms provided by the City and filed in such quantity as required by the instructions.
3. Prior to formal submittal of an application, the applicant may request a pre-application conference with Planning Department Staff. The purpose of a pre-application conference is to provide informal advice and assistance to the applicant. Any opinions or advice provided are not binding with respect to any official action that may be taken on the formal application.

B. Completeness

1. An application must include all information, plans, and data as specified in the application requirements to the satisfaction of reviewing staff. Any required plans must be at a scale sufficient to permit a clear and precise understanding of the proposal, unless specifically required to be at a set scale.
2. The Planning Department Staff will examine all applications for completeness. If the application does not include all the submittal requirements for the application, Staff will reject the application and provide the applicant with the reasons for the rejection. Staff take no further steps to process the application until all deficiencies are remedied.
3. After an application is determined to be complete, any substantive change made by the applicant to the application requires resubmittal of the entire application and a new completeness review.
4. Once the application is under consideration by the appropriate body, additional information, or revisions are not subject to this provision.

C. Fees

Each application must be accompanied by the required filing fee as established and modified, from time to time, by the City Council. The failure to pay such fee when due is grounds for refusing to process the application and renders the application incomplete. If an application is submitted by the City Council or other official City board, then fee requirements are waived.

D. Applicant Withdrawal of Application

An applicant has the right to withdraw an application at any time prior to the final decision on the application by any board or official, including the ability to withdraw the application if it has been tabled by a board or official. The applicant must submit a request for withdrawal in writing or on the record. There will be no refund of fees.

E. Default Withdrawal of Inactive Application

Following a request for an applicant to submit a revised application, if the applicant has not submitted a revised application within six months, and has not been granted an extension of time, the application will be considered withdrawn by default. There will be no refund of fees.

F. Acting Upon Submitted Application

The applicable land use board may act upon the information available to them at any time once an application comes before them. This includes acting upon applications where a revision has been requested by the Board but not yet submitted within the timeframe provided by the Board.

G. Consideration of Successive Applications

The same application, once denied, cannot be resubmitted unless the applicant can show that there is substantial new evidence available or that circumstances have substantially changed.

H. Restrictions on Applications

No application will be accepted, no hearing will be conducted, and no decision will be made on any application that includes a property for which there is an outstanding, unresolved written violation from the Zoning Officer, Code Administrator, or their authorized designee which cannot be cured by the application in question.

13.3 NOTICE

A. Required Notice

Table 13-B: Required Notice indicates the types of notice required for Land Use Board applications as applicable.

Table 13-B: Required Notice			
Zoning Application	Notice Type		
	Published	Mailed	Posted On Property
Zoning Text Amendment Notice for Public Hearing	✓		
Zoning Map Amendment Notice for Public Hearing	✓	✓	✓
Special Use Notice for Public Hearing	✓	✓	✓
Planned Unit Development - Development Plan Notice for Public Hearing	✓	✓	✓
Variance - Area or Use Notice for Public Hearing	✓	✓	✓
Site Plan Review Notice for Public Meeting			✓
Historic Review - Demolition Notice for Public Meeting			✓
Architectural Review - Demolition Notice for Public Meeting			✓
Historic Review - Demolition of Significant Structure Notice for Public Hearing	✓	✓	✓
Architectural Review - Demolition of Significant Structure Notice for Public Hearing	✓	✓	✓
Historic Review Approvals*			✓
Zoning Interpretation Notice for Public Hearing	✓	✓	✓
Subdivision Notice for Public Hearing <i>Subdivision applications are regulated by Article 14</i>	✓	✓	✓

*Projects that have been reviewed and approved by the Design Review Board. See Section 13.9.G.2.h

B. Published Notice

1. When a published notice is required, the City will publish notice in a newspaper of general circulation within the City. Notice must be published at least five days in advance of the scheduled hearing date.
2. The applicant is responsible for payment for this notice. The notice must include the date, time, place, and purpose of the hearing or meeting, and the address of the subject property.
3. A zoning text or map amendment must be posted conspicuously at or near the office of the City Clerk for at least two weeks following published notice and a copy of the amendment or map must be made available for inspection at the office of the City Clerk.

C. Mailed Notice

When mailed notice is required, it must be in accordance with the following provisions:

1. The applicant will mail via first class mail notice no less than seven and no more than 20 days in advance of the scheduled hearing or meeting date to all property owners within 250 feet of all lot lines of the subject property,

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with the exception of area variances where notice will be mailed to all property owners within 100 feet of all lot lines of the subject property.

2. The notice must include the date, time, place, and purpose of such hearing or meeting, and the address of the subject property as provided by the City.
3. When a zoning map amendment is proposed by the City, notification must also be mailed to the owner of the subject property.
4. Nothing in this section is intended to prevent the applicant or the City from giving additional notice as he/she may deem appropriate. Applicants are encouraged to provide additional courtesy notice to the tenants of all properties noticed in item 1 above.
5. Prior to the public hearing or meeting, the applicant must submit a confirmation of the mailed notice by obtaining a certificate of mailing provided by the US Postal Service.

D. Posted Notice

When posted notice is required, it must be located on the subject property in accordance with the following provisions:

1. The applicant must install a required sign in compliance with City standards for such posted notice. Prior to the hearing or meeting, the applicant is responsible for filing an affidavit with the Planning Department confirming posting of notice.
2. The start of the required posting period must be no less than seven days and no more than 20 days in advance of the scheduled hearing date.
3. The sign must be posted at a prominent location on the property, near the sidewalk or public or private right-of-way so that it is visible to pedestrians and motorists.
4. Properties with more than one street frontage are required to post one sign visible on each street frontage.
5. Posted signs may be removed upon the close of the public hearing.
6. Zoning Map Amendments proposed by the City of Saratoga Springs shall be exempt from the requirements of posted notice on the subject property.

E. Additional Notice

1. Saratoga County Planning Board

a. Any proposed application that meets the referral requirements of General Municipal Law Section 239-m will be referred to the Saratoga County Planning Board for its review prior to the public hearing. No action will be taken on any application until an advisory recommendation has been received from the County Planning Board or 30 calendar days have passed from when the County Planning Board received the full statement. These applications are as follows:

- i. Special use
- ii. Zoning Map or Text Amendment
- iii. Variance - area and use
- iv. Planned unit development
- v. Site plan review

b. If the Saratoga County Planning Board recommends modification or denial of a proposed action, the appropriate body cannot act contrary to such recommendation except by a vote of a majority plus one of all the members thereof.

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2. Municipal Notification

Pursuant to General Municipal Law Section 239-nn, if the land involved in an application listed in this section lies within 500 feet of the boundary of another municipality, the City Clerk must submit a copy of the official notice of the public hearing to the municipal clerk of the other municipality at least ten days prior to the public hearing. These applications are as follows:

- a. Special use
- b. Zoning Map or Text Amendment
- c. Planned unit development: development plan
- d. Site plan review
- e. Variances – Use and Area

3. Housing Authority Property

For land use board applications affecting property within the protectively zoned area of a housing project authorized under the Public Housing Law, written notice must be given to the Housing Authority at least 30 days prior to the public hearing. These applications are as follows:

- a. Zoning Map or Text Amendment
- b. Planned unit development: development plan
- c. Site plan review

F. Substantial Compliance

Failure to provide notice in exact conformance with these requirements does not invalidate a decision, provided that the Land Use Board finds that substantial compliance has occurred.

Part I: Planning Board Applications

13.4 SPECIAL USE

A. Purpose

This Ordinance is based upon the division of the City into districts. Within each district the use of land and structures are substantially uniform. It is recognized, however, that there are certain uses which, because of their unique characteristics, cannot be properly classified in a particular district or districts without consideration of the impact of those uses upon neighboring land and of the public need for the particular use at the particular location.

B. Initiation

A property owner, or his/her designee, may file an application to use his/her land for one or more of the special uses authorized within the zoning district. An applicant may only propose a special use for property under his/her control.

C. Authority

The Planning Board will take formal action on special use applications.

D. Procedure

1. Action by Planning Board

- a. Within 62 days of the submission of a complete application, the Planning Board will conduct a public hearing on that application.
- b. The Planning Board may request an advisory opinion of the Design Review Board or any administrative department or agency in its evaluation of a special use permit.
- c. The Planning Board must evaluate the application based upon the evidence presented at the public meeting, pursuant to the approval standards of this section.
- d. Site plan review is required as part of special use permit review and approval as follows:
 - i. The Planning Board will conduct site plan review as part of special use approval. Such review may occur concurrent with or subsequent to special use permit review. Separate applications and application fees are required for site plan review.
 - ii. The Planning Board may waive site plan review as a condition of a special use permit if the Planning Board determines that considerations customarily evaluated under site plan review have been appropriately considered as part of the special use permit process.
- e. In rendering its decision on any application, the Planning Board must comply with all applicable provisions of the State Environmental Quality Review Act under Article 8 of the Environmental Conservation Law and its implementing regulations.
- f. Within 62 days of the close of the public hearing, unless extended by mutual consent of the applicant and Planning Board, the Planning Board will render its decision on the special use permit. The Planning Board must either approve, approve with conditions, or deny of the special use. Four affirmative votes are required to pass a motion regarding an application before the Planning Board.
- g. Every special use permit decision must be signed and dated by the Chairperson and must document the circumstances of the application and the findings on which the decision is based.
- h. Every special use decision must be filed in the Office of the City Clerk within five business days thereof and a copy provided to the applicant and to the Building Department.

2. Conditions on Special Uses

- a.** The Planning Board has the authority to impose such reasonable conditions and restrictions as are directly related, and incidental, to the proposed special use permit. Upon its granting of said special use permit, any such condition must be met in connection with the issuance of permits by the City.
- b.** As a condition of approval of a special use permit, the Planning Board may require a letter of credit or equivalent security approved by the City to guarantee satisfactory performance of all required improvements or conditions.
- c.** As a condition of approval of a special use permit, the Planning Board may assign a timeframe for renewal of the special use permit.

3. Expiration and Extensions

- a.** A special use approval expires if any one of the following conditions occurs and no request for an extension of the special use approval is pending.
 - i.** When an approved special use is changed to another use that is not part of the approved special use permit.
 - ii.** For special uses approved in conjunction with new construction or additions or enlargements to an existing structure, the special use approval expires within 18 months of the date of approval if a building permit has not been issued.
 - iii.** For special uses approved in conjunction with an existing structure or on lot where no structure is planned, the special use approval expires within 18 months of the date of approval if the licenses or permits required for the operation or maintenance of the use have not been obtained.
 - iv.** When the special use has been discontinued or abandoned for a continuous period of 12 months and has not been actively marketed for sale during that period. To be considered actively marketed, all equipment, building design, and similar use infrastructure must be maintained in working condition during the marketing period.
- b.** The Planning Board may grant up to two 18 month extensions for an approved special use provided that the application was properly submitted prior to the expiration date of either the original special use or the first extension. When requesting an extension, it is the applicant's responsibility to prove that there have been no significant changes to the site or neighborhood and that the circumstances and findings of fact by which the original approval was granted have not significantly changed.

E. Approval Standards

The listing of a use as a special use within a zoning district does not constitute an assurance or presumption that such special use will be approved. Rather, each special use must be evaluated on an individual basis, in relation to all applicable standards of this Ordinance. Such evaluation will determine whether approval of the special use is appropriate at the particular location and in the particular manner proposed. The Planning Board will consider in its decision:

- 1.** The special use in the specific location proposed is consistent with the Comprehensive Plan and associated adopted land use policies, and the purpose and intent of this Ordinance.
- 2.** The proposed special use will not endanger the public health, safety, or welfare.
- 3.** The density, intensity and compatibility of the use with the neighborhood and community character.
- 4.** Safe and efficient pedestrian and vehicular access, circulation and parking.
- 5.** Existing and future demand on infrastructure, public facilities and services.
- 6.** The environmental and natural resources of the site and neighboring lands including any potential erosion, flooding or excessive light, noise, vibration and the like.

F. Modifications to Approved Special Uses

Any amendment to an approved special use permit must follow the application, hearing, and approval process required for a new special use permit. However, the Planning Board Chairperson has the authority to approve minor modifications to existing special use approvals if the Chairperson deems the changes are not material, substantial, or substantive in nature and are not contrary to the intent of the original decision. The Chairperson must issue all administrative approvals in writing and report them to the Planning Board in a timely manner.

13.5 SITE PLAN REVIEW

A. Purpose

The City finds that a safe, well-planned and attractive natural and man-made environment is essential to the economic health of the community and to the general safety and welfare of its residents. Therefore, the intent of site plan review is to set forth the process by which to review the site characteristics to ensure consistency with the goals and objectives of the City's Comprehensive Plan and to regulate the preservation, conservation and efficient use of City resources.

B. Authority

The Planning Board will conduct site plan review as required by this Section.

C. Required Site Plan Review

No zoning approval or building permit may be issued until site plan approval has been granted. In addition, all other requirements of all other applicable City codes and ordinances must be met. This Ordinance provides for two types of site plan review.

1. Exemptions

- a. Single-family and two-family dwellings are exempt from site plan review unless the proposed development would alter a steep or very steep slope area as specified in Section 9.2.
- b. Developments or uses that do not meet the thresholds for administrative site plan (item 2) or site plan review (item 3) below are exempt.

2. Administrative Site Plan Review

Administrative site plan review requires the approval of the Chair of the Planning Board, or his/her designee, with the Planning Department Staff. The Chair of the Planning Board has the ability to forward an application for administrative site plan review to the full Planning Board for approval. The following may be subject to administrative review:

- a. Additions or expansions of existing townhouse, multi-family, and nonresidential developments of more than 600 square feet and less than 25% of the total gross floor area and less than 4,000 square feet. This does not include parking structures, which are subject to site plan review by the Planning Board.
- b. A change of use for a permitted use that creates an increase in intensity. An increase in intensity is defined in this circumstance as an increase in required parking or a development action that will increase the amount of impervious surface on the site by 600 square feet or more.
- c. Co-location of telecommunication facilities, if required by Article 8.
- d. Parking lots of less than 20 spaces.
- e. The installation of bicycle parking spaces when not part of another application, such as special use.
- f. Parks/playgrounds that do not require special use approval.
- g. Minor modifications to existing site plan approvals per Section 13.5.M below.

3. Site Plan Review

Site plan review requires the approval of the Planning Board. The following are subject to Planning Board site plan review:

- a. Special uses, unless waived by the Planning Board as part of special use approval.
- b. Use variances.
- c. New construction of townhouse, multi-family, and nonresidential developments, including parking structures.
- d. Additions or expansions of existing townhouse, multi-family, and nonresidential developments of more than 25% of the total gross floor area or 4,000 square feet, whichever is less.
- e. Any additions or expansions to parking structures.
- f. Development, including additions or expansions, in steep slope areas per Section 9.2.
- g. Utilization of the height bonus provisions within the NC and UC Districts.
- h. Food truck parks when a permitted use.
- i. Outdoor dining when a permitted use.
- j. Parking lots of 20 or more spaces.
- k. Amendments to prior site plan approvals.

D. Administrative Site Plan Review Procedure

- 1. The Chair of the Planning Board with Planning Department Staff will review and evaluate the application, pursuant to the standards of this section and the Ordinance, and approve or approve with conditions, or recommend denial of the plan.
- 2. If the Chair approves the site plan subject to certain conditions, all plans and drawings to be submitted as part of the application for a building permit or zoning approval must include those conditions.
- 3. If the Chair recommends denial or approval with conditions, the applicant may request for the application to be reviewed by the Planning Board. Notice of intent to seek Planning Board approval or revised approval with conditions must be filed within 30 days.
- 4. Every site plan notice of decision must be signed and dated by the Chair and must document the circumstances of the application and the findings on which the decision is based.
- 5. Every site plan review decision must be filed in the Office of the City Clerk within five business days thereof and a copy provided to the applicant and to the Building Department.

E. Site Plan Review Procedure

- 1. The submission of a sketch plan to the Planning Board is a non-binding option available to the applicant prior to formal site plan review with the intent to seek advice and direction. The applicant may attend a Planning Board meeting to discuss the proposed project and satisfaction of the requirements of this Ordinance. Unless authorized by the Planning Board, the applicant is limited to two sketch plan discussions.
- 2. In rendering its decision on any application for site plan review, the Planning Board must comply with all applicable provisions of the State Environmental Quality Review Act under Article 8 of the Environmental Conservation Law and its implementing regulations.

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3. The Planning Board will review and evaluate the application, pursuant to the standards of this section and the Ordinance, and approve, approve with conditions, or deny the site plan. The Planning Board may request additional information as necessary to satisfactorily review the application. Four affirmative votes are required to pass a motion regarding an application before the Planning Board. The Planning Board may impose such reasonable conditions, easements, covenants, and restrictions as are directly related, and incidental, to the proposed site plan. The Planning Board will approve, approve with conditions, or deny the site plan within 62 days of the final public meeting conducted by the Planning Board on the application.
4. The Planning Board may request an advisory opinion of the Design Review Board or any advisory board, administrative department, or agency in its evaluation of a site plan application.
5. The Planning Board may request a public hearing. The Board will issue a decision on the site plan within 62 days of the close of the public hearing.
6. The Planning Board may recoup from an applicant costs incurred by the City for consultation fees, special studies, or other expenses in connection with the review of a proposed site plan.
7. Every site plan notice of decision must be signed and dated by the Chairperson and must document the circumstances of the application and the findings on which the decision is based.
8. Every site plan review decision must be filed in the Office of the City Clerk within five business days thereof and a copy provided to the applicant and to the appropriate City departments.

F. Public Improvements and Public Realm Design

1. The following public improvements are required, as applicable, and must be constructed and designed in accordance with Article 15 of this Ordinance.
 - a. Section 15.3 (Natural Land Characteristics)
 - b. Section 15.6 (Infrastructure Improvements)
 - c. Section 15.7 (Utilities and Utility Easements)
 - d. Section 15.8 (Recreation Land Requirement)
2. Conservation Design: Developments within the Rural Residential (RR) and Suburban Residential (SR) districts must submit a constrained land analysis and a conservation features analysis in accordance with Articles 16.5 and 16.6 of this Ordinance.
3. Stormwater management is required per Article 17 of this Ordinance.
4. If required, improvements to the public realm must be constructed and designed in accordance with Article 18 of this Ordinance.

G. Landscape Plan

1. Landscape Plan Required

A landscape plan is required as part of site plan review unless exempted by the Chair of the Planning Board or the Planning Board. A landscape plan for a planned unit development and or parking lot of 15 or more spaces must be prepared by a licensed architect, landscape architect, or licensed engineer.

2. Content of Landscape Plan

The following are required submittals within the landscape plan, unless waived by the Chair of the Planning Board or the Planning Board prior to submittal of the site plan application. For areas of landscape plans within the right-of-way, those submittal requirements may only be waived by the Department of Public Works.

- a. The location and dimensions of all existing and proposed structures, lot lines, easements, parking lots and drives, rights-of-way, refuse disposal and recycling areas, pedestrian and bicycle paths, fences, mechanical equipment, overhead utility wires, underground utilities within the right-of-way, traffic signs, fire hydrants, and drainage facilities.

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- b. The location, quantity, size, name, and condition, both botanical and common, of all existing plant materials on-site, indicating plant material to be retained and removed. The location, quantity, size, and name, both botanical and common, of all proposed plant material.
- c. A separate list of trees being retained, removed, and proposed to be planted within the right-of-way.
- d. The existing and proposed grading of the site indicating contours at one foot intervals. Proposed berming must also be indicated using one foot contour intervals.
- e. Elevations of all proposed fences, stairs, and retaining walls.
- f. Any other details as determined necessary by the Chair of the Planning Board or the Planning Board.

3. Changes to Approved Landscape Plans

Changes to an approved landscape plan that do not result in a reduction in the net amount of required plant material may be approved by the Zoning Officer. Any changes within the right-of-way require Department of Public Works approval.

4. Enforcement

- a. No final certificate of occupancy will be issued until all the requirements of this Article and the landscape plan have been fulfilled. Failure to implement the landscape plan, or to maintain the lot in conformance with the landscape plan, may result in the application of fines and penalties, as established in this Ordinance. All landscape is subject to periodic inspection.
- b. If weather prohibits the installation of landscape at the time a final certificate of occupancy is applied for, a temporary certificate of occupancy may be issued for a six month period with provision of a letter of credit or escrow for 125% of the estimated amount, including installation.

H. Lighting Plan

1. Lighting Plan Required

A lighting plan is required as part of site plan review. Single-family and two-family dwellings are exempt from a lighting plan.

2. Submittal Requirements

A lighting plan must include the following:

- a. A plan showing all light pole locations, building-mounted lights, bollard lights, and all other lighting.
- b. Specifications for luminaires, including certifications of energy efficient lighting, and lamp types, and poles, including photographs or drawings of proposed light fixtures.
- c. Pole and luminaire details including pole height, height of building-mounted lights, mounting height, and height of the luminaire.
- d. Elevations of the site including all structures and luminaires sufficient to determine the total cutoff angle of all luminaires and their relationship to abutting parcels.
- e. Photometric plans that show the footcandle measurement at all lot lines are required.
- f. Other information and data reasonably necessary to evaluate the required lighting plan.

I. Approval Standards

The following will be evaluated in the review of site plans:

- 1. Conformity with the regulations of this Ordinance and any other applicable regulations of the City Code, and the City's Comprehensive Plan and adopted land use policies.
- 2. Location, arrangement, size, design and general site compatibility of buildings and sign structures.

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3. Adequacy and arrangement of vehicular traffic access and circulation including intersections, road widths, pavement surfaces, dividers and traffic controls, and transit and bicycle accommodations.
4. Location, arrangement, appearance, and sufficiency of off-street parking and loading.
5. Adequacy and arrangement of pedestrian traffic access and circulation, walkway structures, control of intersections with vehicular traffic and overall pedestrian convenience.
6. Adequacy of stormwater and drainage facilities with attention to impact of structures, roadways and landscaping in areas with susceptibility to ponding, flooding, and/or erosion.
7. Adequacy of water supply including pressure and quantity.
8. Adequacy of sanitary sewer, including size and inverts, or adequacy of sewerage disposal facilities including soil borings, percolation tests, soil characteristics, and professional certification of system adequacy.
9. Adequacy and arrangement of on-site and off-site illumination.
10. Adequacy, type, size, and arrangement of trees, shrubs and other landscaping. Parking, service areas, and loading and maneuvering areas must be landscaped and screened from neighboring areas.
11. Adequacy of fire lanes and other emergency zones; location and arrangement of fire hydrants, standpipes, and other fire safety facilities.

J. Exceptions to Landscape Standards

The Planning Board may grant exceptions to on-site landscape requirements per Section 11.3.

K. Final Site Plan Approval and Expiration

1. No site disturbance may occur prior to signature of the final plans by the Planning Board Chairperson.
2. The following requirements must be satisfied prior to the review and approval of final site plans by the Planning Board Chairperson:
 - a. Review and approval of construction details and final site plans by the City Engineer.
 - b. When required, submittal of a performance guarantee as required by Section 15.9.
 - c. Documentation of conformance with all required approval conditions.
 - d. Proof of payment for all required fees.
3. In order to maintain Planning Board approval, the official signature of the Planning Board Chairperson must be placed on the final site plan no later than 18 months from the filing date of the Board's written decision. The signed site plan must be filed in the Office of Planning and Economic Development.
4. Regardless of the terms of any properly issued building permit, final site plan approval expires if actual construction has not commenced within 18 months of the signing of the final site plan. Actual construction is defined as the fastening or placing of construction materials in a permanent manner, the excavation of a basement or the demolition or removal of any existing structure if no new construction is approved.
5. The Planning Board may grant up to two 18 month extensions in addition to the initial 18 month period in which the applicant must obtain signature of the final plans provided such request is properly submitted prior to expiration of the initial 18 month period or the first extension. When requesting an extension, it shall be the applicant's responsibility to prove that there have been no significant changes to the site or neighborhood and that the circumstances and findings of fact by which the original approval was granted have not significantly changed.

L. Effect of Approval

1. After site plan approval, the property must be developed in accordance with the approved site plan. Violation of any condition is a violation of this Ordinance.

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2. Site plans may be subject to performance guarantees as per Section 15.9.
3. Inspections are required as per Section 15.10.

M. Modifications to Approved Site Plans

The Planning Board Chairperson has the authority to approve minor modifications to existing site plan approvals if the Chairperson deems the changes are not material, substantial, or substantive in nature and are not contrary to the intent of the original decision. The Chairperson must issue all administrative approvals in writing and report them to the Planning Board.

13.6 WATERCOURSE/WETLAND PERMIT

A. Purpose

A Watercourse/Wetland Permit is required within the Watercourse Protection Overlay District, as defined in Sections 7.1.D and E, to protect City watercourses, wetlands, and adjacent lands to minimize sedimentation and erosion, reduce excessive flooding, prevent degradation or loss of stream-related wetlands, flora and fauna, control watercourse and wetland pollution, and enhance recreational and visual amenities.

B. Authority

For all activities that require a Watercourse/Wetland Permit, application will be made directly to the Planning Board or as a referral by the Zoning Officer. To the extent practicable, the Planning Board will coordinate review of the Watercourse/Wetland Permit with associated subdivision or site plan review applications.

C. Procedure

1. Applications for Watercourse/Wetland Permit must be on forms prescribed by the Planning Board, and include required plans and details, accompanied by the required fee.
2. Applications must also include a wetland delineation and wetlands report for review by the Planning Board.
 - a. Applicants must submit site specific field delineations, delineated by a qualified professional, indicating the location of all wetlands on the property.
 - b. Delineations must include NYSDEC regulated wetlands as well as jurisdictional and non-jurisdictional wetlands that meet the criteria for wetlands under federal standards.
 - c. Delineation of wetland buffers areas must include 100 feet for NYSDEC regulated wetlands and 50 feet for all other wetlands.
 - d. The wetlands report must include a marked wetland boundary, as described above, a map that accurately represents those boundaries, and a written report explaining how those boundaries were derived and why they are accurate.
3. Standards for wetland protection: Consistent with the purposes of this section, encroachment into wetlands and buffer areas is generally prohibited. An exception to the wetland buffer area may be allowed by the Planning Board in consultation with the jurisdictional authority, if applicable, and upon consideration of the following evaluation criteria. If encroachment is unavoidable, such encroachment must:
 - a. Not adversely affect the ability of the property to carry or store flood waters adequately.
 - b. Not adversely affect the ability of the proposed stormwater treatment system to reduce sedimentation in conformance with the substantive requirements of the NYSDEC SPDES General Permit for Construction Activities, most current version.
 - c. Include appropriate landscaping, stormwater treatment, stream buffering, and/or other mitigation measures that minimize the impact of the encroachment on wetland functions and values identified in the field delineation and wetland report.
4. In its review, the Planning Board may approve the application if it finds that there is no reasonable alternative, and that approval of the subdivision, site plan, or issuance of the permit will not violate the intent of the Watercourse Protection Overlay District.

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5. The Planning Board may require a performance guarantee to ensure that all necessary erosion and sediment control measures are completed and maintained adequately.
6. Expiration and extensions:
 - a. Unless otherwise specified or extended by the Planning Board, a Watercourse/Wetland Permit expires 18 months following the decision if the applicant has not complied with any required conditions and has not begun actual construction, or otherwise implemented this approval.
 - b. The Planning Board may grant up to two 18 month extensions for an approved Watercourse/Wetland Permit provided that the application was properly submitted prior to the expiration date of either the original Watercourse/Wetland Permit or the first extension. When requesting an extension, it is the applicant's responsibility to prove that there have been no significant changes to the site or neighborhood and that the circumstances and findings of fact by which the original approval was granted have not significantly changed.

13.7 LAND DISTURBANCE ACTIVITY PERMIT

A. Purpose

This section is intended to protect the City's natural environment by minimizing the adverse effects which site preparation and associated construction activities may have on soil, water, and vegetative resources.

B. Authority

For all activities that require a land disturbance activity permit, application may be made directly to the Planning Board or as a referral by the Zoning Officer. To the extent practicable, the Planning Board shall coordinate review of the land disturbance activity permit with associated subdivision or site plan review applications.

C. Applicability

A land disturbance activity permit is required before undertaking the following activities, unless these activities have been authorized as part of an approved site plan or subdivision plan:

1. Within the RR District: Any activity affecting one acre or more that changes the natural topography, removes or disturbs the topsoil, or removes more than 15% of trees over four inches in diameter at breast height (dbh).
2. Other Districts: Any activity affecting 0.5 or more acres that changes the natural topography, removes or disturbs the topsoil or removes more than 15% of trees over four inches in diameter.
3. The following activities are exempt from permit:
 - a. Agricultural activities directly related to the production of crops or livestock. This exemption does not include timber harvesting.
 - b. Forest management practices or noncommercial tree cutting for firewood that does not remove more than 15% of trees over four inches in diameter.
 - c. Authorized governmental activities.
 - d. Bona fide emergencies.

D. Procedure

1. Applications for land disturbance activity permits must be on forms prescribed by the Planning Board, and include a soil erosion and sediment control plan (basic SWPPP - see Section 17.5.A) accompanied by the required fee. The Planning Board may waive the fee if review is conducted in association with subdivision or site plan review.
2. In its review, the Planning Board may approve the application if it finds that the soil erosion and sediment control plan will adequately minimize the impact of the proposed land disturbance activity upon the City's land and water resources.

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3. A soil erosion and sediment control plan must include a sketch plan that fully identifies the proposed activity, extent of soil and vegetative alterations or tree harvesting, and the land protection and structural soil conservation measures to minimize soil erosion and sediment loss. Such plan should be at a scale of 1" = 100' and include the following:
 - a. General topographic data, soil conditions, and vegetative cover type.
 - b. All watercourse, wetlands, rock outcrops and other important land features (including all 100 year federally designated flood hazard and New York State regulated wetlands).
 - c. The location of all proposed public utilities including water supply, sewerage, and stormwater drainage facilities to be constructed.
 - d. Any other information that the Planning Board may deem necessary for review of the project.
4. The Planning Board may require a performance guarantee to ensure that all necessary erosion and sediment control measures are completed and maintained adequately. The amount of the letter of credit, or other financial security, will not exceed \$1,000 per acre.
5. Unless waived by the Planning Board, construction inspections by the Storm Water Management Officer, or designee, are required for all land disturbance activity permits.
6. Unless waived by the Planning Board, upon completion of the approved activity an as-built drawing must be filed with the Planning Board.
7. Expiration and extensions:
 - a. Unless otherwise specified or extended by the Planning Board, a land disturbance activity permit expires 18 months following the filing date of such decision if the applicant has not complied with any required conditions and started the activity, or otherwise implemented this approval.
 - b. The Planning Board may grant up to two 18 month extensions for an approved land disturbance activity permit provided that the application was properly submitted prior to the expiration date of either the original land disturbance activity permit or the first extension. When requesting an extension, it is the applicant's responsibility to prove that there have been no significant changes to the site or neighborhood and that the circumstances and findings of fact by which the original approval was granted have not significantly changed.

13.8 TEMPORARY USE PERMIT - PLANNING BOARD APPROVAL

A. Purpose

1. A temporary use permit allows for the short-term use and/or placement of temporary structures on a lot. There are two levels of approval of temporary use permits - approval by the Planning Board and approval by the Zoning Officer, as stated within Section 8.5.
2. The temporary use permit regulates temporary uses that occur entirely on and within a lot. Temporary uses located within the public right-of-way are regulated separately by the City Code.

B. Authority

The Planning Board, based upon a recommendation of the Zoning Officer, will review and make final decisions on temporary use permit applications as required by Section 8.5.

C. Procedure

1. The Planning Board will render a decision on the temporary use permit following the Zoning Officer's recommendation. The Planning Board must review and evaluate the application, pursuant to the standards of this section, and approve, approve with conditions, or deny the application.
2. The temporary use permit is valid for the time period granted as part of the approval.

D. Approval Standards

All temporary uses must comply with the requirements of this Ordinance, including the temporary use standards of Section 8.5, and the following standards:

1. The temporary use does not adversely impact the public health, safety, and welfare.
2. The temporary use is operated in accordance with any restrictions and conditions as the Police and Fire District, or other City officials, may require.
3. The temporary use does not conflict with another previously authorized temporary use.
4. The temporary use provides adequate parking if needed. If located on a lot with an operational principal use, does not impact the parking and site circulation of the principal use.

Part II: Design Review Board Applications

13.9 DESIGN REVIEW

A. Historic Review and Architectural Review Overlay Districts

This section provides the process for Design Review Board review within the Historic Review and Architectural Review Overlay Districts.

B. Purpose

1. Historic Review

It is hereby declared that the protection, enhancement, and perpetuation of landmarks and historic districts are necessary to promote the economic, cultural, educational, and general welfare of the public. The City of Saratoga Springs has many significant historic, landscape, architectural, and cultural resources that constitute its heritage, therefore the historic review process is intended to:

- a. Protect and enhance the landmarks and historic districts which represent distinctive elements of the City's historic, architectural and cultural heritage.
- b. Foster civic pride in the accomplishments of the past.
- c. Protect and enhance the City's attractiveness to visitors thereby providing support and stimulus to the economy.
- d. Ensure the harmonious, orderly and efficient growth and development of the City.

In keeping with this intent, the City hereby establishes a coordinated and comprehensive approach to preserve City Landmarks and Historic Districts, and the procedure for maintaining architectural standards in the construction, alteration and removal of buildings and landscapes within these areas.

2. Architectural Review

The City finds that appropriate architectural design and the consistent quality of building exteriors directly contribute to the positive value of real property, the enhancement of community character, and the health, safety, and general welfare of the City's residents. Therefore, the intent of this section is to provide architectural standards for the construction, maintenance, and enhancement of structures within designated areas of the City.

C. Delegation to Design Review Board

The Design Review Board ("Board") is hereby charged with the responsibilities of administering and carrying out the intent, process and actions established in this Section.

D. Composition of Design Review Board

1. Appointments

The Board shall consist of seven members, to be appointed by the Mayor, to represent to the extent possible a broad cross-section of the community with demonstrated experience in historic preservation, architectural development and local history in addition to the following:

- a. At least one shall have demonstrated commitment to the field of historic preservation evidenced either by involvement in a local historic preservation group, employment or volunteer activity in the field of historic preservation, or other serious interest in the field.
- b. At least one shall be an architect or related design professional.
- c. At least one shall be a local realtor or other real estate professional.
- d. At least one shall have construction experience working with historic buildings.
- e. All members shall be residents of the City of Saratoga Springs including at least one resident of a Historic District and one resident of an Architectural Review District.

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2. Term of Office

The term of each Board member shall be five years beginning on July 1 and members shall serve on a rotating schedule. Initial terms may be for lesser years so as to effectuate a staggered sequencing of member terms. On an alternating basis, two member terms will expire one year with one member term expiring the next year. A member whose term has expired may serve until replaced.

3. Vacancy

If a vacancy occurs other than by expiration of a term, it shall be filled by appointment by the Mayor for the unexpired term.

4. Removal

Any member, or alternate member, may be removed by the Mayor for cause and after public hearing.

5. Alternate Members

The Mayor may appoint up to two alternate members to serve in the place of Board members who are unavailable to attend a meeting due to recusal or other absence.

- a. In the selection of alternate members, preference may be given to former Board members or other residents that demonstrate the experience and knowledge considered for original appointments and as identified in 13.9.D.1 above.
- b. Full Board attendance is encouraged at all meetings. When fewer than six members are able to attend a meeting, alternate members shall be called upon to serve in the place of an absent member.
- c. When serving in the place of a member, the alternate member shall have the full rights and obligations of a member. Alternate members not serving in place of a member may not participate as a Board member in the discussion of agenda items at Board meetings or workshops or any subcommittee thereof. In the event a Board member is available to once again serve with regard to a matter because he/she is no longer absent or recused, the alternate member will no longer serve with regard to said matter.
- d. All provisions of law relating to Board member eligibility, terms, vacancy in office, removal, compatibility of office and service on other boards, training, continuing education, compensation, and attendance shall apply to alternate members, except that there shall be no requirement that an alternate member be a property owner in an historic or architectural review district.

E. Authority and Duties

1. The Design Review Board reviews and approves historic review and architectural review applications.
2. The Design Review Board will promote the following objectives in the Historic Review Overlay District:
 - a. To prevent the demolition or destruction of significant structures, terrain, landscape, or scenic views.
 - b. To eliminate existing incongruous structures or other blighting factors and prevent the creation of any new such conditions.
 - c. To preserve and enhance the historic context and setting within the Historic District.
 - d. To assure architectural compatibility such as aesthetic, historical and architectural values, architectural style, design, arrangement, texture, material, and color.
 - e. To encourage and maintain appropriate protective restrictions such as easements, covenants, or similar agreements.
 - f. To improve the integrity of the Historic Districts through economic and other incentives.
3. Employ experts, staff and legal counsel, or appoint such citizen advisory committees as may be required to carry out Board duties within the Council-approved budget.
4. Administer on behalf, and at the request, of the City Council any full or partial interest in real property that the City may have received.

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- 5.** Accept and administer on behalf of the City such grants and funding as may be appropriate for the purposes of this Article.
- 6.** Recommend to the City Council the adoption of ordinances designating properties or structures having special historic, community, cultural or architectural value as landmarks or Historic Districts.
- 7.** Keep a register of all properties and structures that have been designated as landmarks or historic districts including all information required for each designation.
- 8.** Propose or sponsor the nomination of landmarks and historic districts to the National Register of Historic Places and review and comment on any National Register proposed nominations submitted to the City Council or State Historic Preservation Office.
- 9.** Maintain a directory of architectural styles.
- 10.** Develop specific design guidelines for the alteration, construction or removal of landmarks or property and structures within historic districts.
- 11.** Conduct surveys to identify historically and architecturally significant properties, structures, landmarks and areas that exemplify the cultural, social, economic, political or architectural history of the Nation, State or City.
- 12.** Inform and educate the citizens of Saratoga Springs concerning the historic and architectural heritage of the City.
- 13.** Advise and guide property owners on physical and financial aspects of preservation, renovation, rehabilitation and reuse, on procedures for inclusion on the National Register of Historic Places, and on participation in State and Federal historic preservation programs.
- 14.** Confer recognition upon the owners of landmarks or property or structures within historic districts by means of certificates, plaques or markers.
- 15.** Request advisory opinions from the City Council, the Planning Board and any other body, agency or department of the City on any matter before the Board.
- 16.** Review and make advisory recommendations on any matter referred to the Board by the City Council, the Zoning Board of Appeals, the Planning Board and any other body, agency or department of the City.
- 17.** Recommend to the City Council zoning amendments, policy initiatives and programs to protect historic properties and implement the intent and objectives of this Article.
- 18.** Develop a preservation component in the Comprehensive Plan of the City of Saratoga Springs and recommend it to the Planning Board and the City Council.
- 19.** Exercise all other powers conferred upon it by the City Council.

F. Applicability

1. Historic Review Applicability

The following actions are subject to historic review when occurring on City Landmarks and within Historic Review Overlay Districts:

- a.** Construction, rehabilitation, alteration, or exterior change to a structure that requires the issuance of a building or demolition permit.
- b.** Installation of an awning, sign, or sign structure that requires a building or sign permit, or such modification with respect to size, materials, illumination, method of attachment, and color.
- c.** Creation of additional paved area or repair to existing paved areas.
- d.** Installation of telecommunications facilities.
- e.** Regardless of the requirement for a building or demolition permit, any material change to the exterior appearance of a structure that affects the historical characteristics and context of the district including:
 - i.** Addition or removal of exterior architectural features.
 - ii.** Installation, removal, or change of materials on exterior building elements including but not limited to roof, siding, windows, doors, porches, and the like.
 - iii.** Enclosure or screening of building openings including but not limited to windows, doors, porches, and the like.
 - iv.** Installation of accessory utility, mechanical or miscellaneous structures to the exterior of a building including but not limited to mechanical equipment, solar panels, wind turbines, radio or satellite transmission/reception devices, and the like.
- f.** Construction or alteration of a fence or wall visible from the public right-of-way, excluding alleys.
- g.** The following actions within a front yard setback:
 - i.** Installation, removal, or change in material of driveways or walkways
 - ii.** Installation or removal of vegetative screening that exceeds three feet in height.
 - iii.** Installation of accessory utility structures or radio/satellite transmission/reception devices of two feet or more in diameter.
 - iv.** Installation, removal, or change in Tier 2 solar energy systems.
- h.** Change of the exterior color of any structure within a nonresidential zoning district.
- i.** Additional actions as set forth in item K.4 below occurring on or to a City Landmark.
- j.** The following actions are exempt from historic review:
 - i.** Ordinary maintenance or repair of any exterior feature that does not involve a change in design, material, color, or outer appearance.
 - ii.** Installation of accessory freestanding objects including but not limited to sculpture, tree houses, play equipment, clocks, fountains, flagpoles, basketball hoops, and the like.
 - iii.** Installation of individual window air conditioning units, and radio or satellite antennas/receivers less than two feet in diameter.
 - iv.** Replacement in-kind of any exterior feature that is deteriorated beyond repair.

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2. Architectural Review Applicability

The following actions are subject to architectural review by the Design Review Board when occurring within the Architectural Review Overlay District:

- a. Construction, renovation, alteration, or exterior change to a structure that requires the issuance of a building or demolition permit.
- b. Installation of an awning, sign or sign structure that requires a building or sign permit, or such modification with respect to size, materials, illumination, method of attachment, and color.
- c. Creation of additional paved area or repair to existing paved areas.
- d. Change of the exterior color of any structure within a nonresidential district.
- e. Installation of telecommunications facilities, regardless of location, in accordance with Section 8.4.DDDDD.
- f. For nonresidential and multi-family projects: Installation of accessory utility, mechanical or miscellaneous structures to the exterior of a building including but not limited to mechanical equipment, wind turbines, radio or satellite transmission/reception devices, and the like where visible from the public right-of-way, excluding alleys.
- g. Installation, removal, or change in Tier 1 solar energy systems.
- h. The following actions are exempt from architectural review:
 - i. Ordinary maintenance or repair of any exterior feature that does not involve a change in design, material, or outer appearance.
 - ii. Any action having received historic review approval.

G. Procedure

1. General

- a. The Planning Department Staff will refer to the Design Review Board all actions identified in this Article that require historic or architectural review approval. The Design Review Board will not accept any application for review that includes a lot for which there is an outstanding, unresolved written violation from the City that is not the subject of the application.
- b. An eligible applicant for historic or architectural review approval must be the owner, lessee or purchaser under contract for the involved parcel. A lessee and purchaser under contract must have the permission of the current property owners to submit an application for historic or architectural review approval.
- c. All applicable fees must be paid.
- d. In rendering its decision on any application, the Design Review Board must comply with all applicable provisions of the State Environmental Quality Review Act (SEQRA) and its implementing regulations.

2. Process

- a. Within 62 days of the determination by the Design Review Board that the application is complete, or the close of the public hearing, a written decision must be issued. This time frame may be extended by mutual consent of the applicant and the Design Review Board.
- b. Four affirmative votes are required to pass a motion regarding an application before the Design Review Board. If four affirmative votes cannot be attained on a motion within this 62day period, unless extended by mutual consent of the applicant and the Design Review Board, the application is denied by default.
- c. The Design Review Board may request an advisory opinion of the Planning Board or any administrative department or agency in its evaluation of an application for historic review.

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d. The Design Review Board may approve as submitted or approved with conditions. The Design Review Board may impose appropriate conditions in connection with its approval including those related to nature and quality of building materials, manner of construction, and design and other building elements. The Design Review Board may also deny an application provided the Board finds that such construction, alteration, or demolition would be in opposition to the intent and objectives of this section, and that the finding is not based on personal preference as to taste or choice of architectural style.

e. Prior to the granting of final approval by the Design Review Board, an applicant may seek preliminary approval for the general mass and scale of a proposed structure. This preliminary approval is subject to a SEQRA determination and constitutes approval of the footprint and proportions of the proposed structure, including any proposed rooftop structures, and its compatibility with the surrounding neighborhood. Preliminary approval does not constitute approval of elevations and other facade and roofline details. Unless noted within the preliminary approval, an applicant must obtain final approval by the Design Review Board prior to issuance of a building permit.

f. Every Design Review Board decision must be signed and dated by the Board Chairperson and document the circumstances of the case and the findings on which the decision is based.

g. The Design Review Board decision will be filed in the Office of the City Clerk within five business days of the decision and a copy provided to the applicant and to the Building Department.

h. For projects in the Historic District approved after the effective date of this Ordinance, a Notice of Approval will be issued by Planning Department Staff and provided to the applicant within five business days of the filing of the Design Review Board decision. The general presentation and typical content of the Notice of Approval shall be on a form approved by the Design Review Board.

- i. The Notice of Approval must be posted or displayed in a prominent location on the property where the approved project is taking place and must be visible from the public right-of-way.
- ii. The Notice of Approval must be posted or displayed before any work on the project begins and must remain on display for the full duration of the project.
- iii. The Notice of Approval may be removed upon receipt of a certificate of occupancy, certificate of completion, or Building Department written approval.

i. The Design Review Board Chairperson has the authority to approve minor modifications to existing Design Review Board approvals if the Chairperson deems the changes are not material, substantial, or substantive in nature and are not contrary to the intent of the original decision. The Design Review Board Chairperson must issue all administrative approvals in writing and report them to the Design Review Board.

3. Permits

a. Upon approval of historic or architectural review and confirmation of compliance with any required conditions, the Building Department may issue building, sign, or demolition permits associated with the application. No building, sign, or demolition permit will be issued in the event of a denial.

b. For actions subject to historic or architectural review but not requiring a building, sign, or demolition permit, the Building Department will perform inspections as necessary to confirm compliance with Design Review Board approval and any required conditions.

c. Upon confirmation of the completion of an approved action requiring historic or architectural review, and any required conditions, the Building Department may issue a certificate of occupancy.

4. Expiration and Extensions

a. Unless otherwise specified or extended by the Design Review Board, Board approvals expire 18 months following the filing date of the Board's written decision if the applicant has not complied with any required conditions and started actual construction, or otherwise implemented this approval. Actual construction is defined as the fastening or placing of construction materials in a permanent manner, the excavation of a basement, or the demolition or removal of any existing structure if no new construction is approved.

b. The Design Review Board may grant up to two 18 month extensions for historic review approval provided that the application for extension was properly submitted prior to the expiration date of either the original

historic review approval or the first extension. When requesting an extension, it is the applicant's responsibility to demonstrate that there have been no significant changes to the site or neighborhood, and that the circumstances and findings of fact by which the original historic review approval was granted have not significantly changed.

H. Historic Review Approval Standards

1. Historic Review

The following standards apply to review of historic review applications:

a. Preserve Rather Than Remove

Distinguishing original features of a structure or site are essential to the historic quality and character of that site. Distinguishing original qualities or character of a structure, site, and/or its environment must be preserved and protected to the maximum extent possible. Destruction or alteration of any historic material or distinctive architectural feature should be avoided.

b. Repair Rather Than Replace

Distinctive architectural features that characterize a structure or site must be repaired rather than replaced whenever possible. If replacement is necessary, the replacement materials should match the original in composition, design, color, texture, and other visual qualities.

c. Promote Historical Accuracy

Repair or replacement of architectural features should be based on historical evidence rather than on conjectural designs or the incorporation of elements from other structures.

d. Recognize Significance of Historical Time Periods

Structures and sites should be recognized and preserved as products of specific historical period(s). Changes that occurred over time are evidence of the history and development of a structure or site and may have acquired historical significance in their own right.

e. Compatible Contemporary Design

Contemporary design for alterations and additions to existing properties may be encouraged provided it does not destroy significant historical, architectural, or cultural material and is compatible with the size, scale, color, material, and character of the site or surrounding neighborhood. Incompatible alterations shall be discouraged.

f. Structures and Sites Treated with Sensitivity

Archaeological resources affected by any project must be protected and preserved to the maximum extent possible. Activities that will damage historic building materials or site features shall be discouraged. Historic structures are to be cleaned with the gentlest means possible.

2. Design Considerations

For actions subject to review, the Design Review Board will evaluate whether the proposed alteration or construction is compatible with the subject structure, site, and neighboring properties in the historic district with regard to:

a. Height

The Design Review Board must consider whether the height of the proposed structure is compatible with the historic form and context of the site and neighboring properties and with any specific zoning district intent.

b. Scale

The Design Review Board must consider whether the scale of the proposed structure is compatible with the relationship of the building and its architectural elements to neighboring structures, and character of historic setting.

c. Mass and Open Space

The Design Review Board must consider whether the relationship of the dimension and mass of a building to the open space between it and adjoining buildings is compatible with the character of the neighboring area and with any specific zoning district intent.

d. Proportion

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The Design Review Board must consider whether the proposed structure and its architectural elements, including front facades, windows, doors, and bays, are consistent with the dominant proportion of neighboring structures and site.

e. Directional Expression

The Design Review Board must consider whether the directional expression of a building and its architectural elements are compatible with the dominant horizontal or vertical expression of the neighboring buildings.

f. Architectural Rhythm

The Design Review Board must consider whether the architectural, rhythmic pattern resulting from repeated elements such as window and door openings, columns, arches, and other facade elements is consistent within the subject structure and consistent with neighboring structures.

g. Front Setback

The front setback for the building line of all new construction must be compatible with neighboring buildings and any specific zoning district intent.

h. New Construction and Additions

New construction and additions should be undertaken such that their removal will not impair the original historic form and integrity of the structure and site and the surrounding historic site.

i. Treatment of Major Building Elements

i. Doors

Existing historic doors and door openings must be retained and rehabilitated whenever possible. Restoration of historic openings is encouraged where previously altered. Where doorways must be altered to meet current building code and safety requirements, doors and entrance ways must be designed to respect the exterior architectural character of the building.

ii. Windows

Existing historic windows and window openings must be retained and rehabilitated whenever possible. Restoration of historic openings is encouraged where previously altered.

iii. Roofs

Features that give a roof its essential historic and architectural character must be retained and rehabilitated whenever possible. Roof designs for new structures must be compatible with neighboring buildings. Exterior mechanical equipment must be minimized and screened from view.

j. Materials

Materials used in new construction must be compatible with those traditionally used in the neighboring area. Contemporary materials may be acceptable provided that the overall texture, color, and details of the building are compatible with neighboring buildings.

k. Colors

Architectural features of historic buildings must be restored with colors and finishes appropriate to the nature of the materials and to the historic character of the building. Where historically documented colors are not used, colors must be appropriate to the building's predominant architectural style(s). Colors used in new construction must be compatible with neighboring buildings.

I. Architectural Review Approval Standards

The Design Review Board must evaluate whether the proposed alteration or construction is compatible with the subject structure, site, and neighboring properties in the architectural review overlay district with regard to:

1. Height

The Design Review Board must consider whether the height of the proposed structure is compatible with the historic form and context of the site and neighboring properties and with any specific zoning district intent.

2. Scale

The Design Review Board must consider whether the scale of the proposed structure is compatible with the relationship of the building and its architectural elements to neighboring structures and community character.

3. Mass and Open Space

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The Design Review Board must consider whether the relationship of the dimension and mass of a building to the open space between it and adjoining buildings is compatible with the character of the neighboring area and with any specific zoning district intent.

4. Proportion

The Design Review Board must consider whether the proposed structure and its architectural elements, including front facades, windows, doors, and bays, are consistent with the dominant proportion of neighboring structures and site.

5. Directional Expression

The Design Review Board must consider whether the directional expression of a building and its architectural elements are compatible with the dominant horizontal or vertical expression of the neighboring buildings.

6. Architectural Rhythm

The Design Review Board must consider whether the architectural, rhythmic pattern resulting from repeated elements such as window and door openings, columns, arches, and other facade elements is consistent within the subject structure and consistent with neighboring structures.

7. Front Setback

The front setback for the building line of all new construction must be compatible with neighboring buildings and any specific zoning district intent.

8. New Construction and Additions

New construction and additions should be undertaken such that their removal will not impair the original historic form and integrity of the structure and site.

9. Treatment of Major Building Elements

a. Doors

Existing historic doors and door openings must be retained and rehabilitated whenever possible. Restoration of historic openings is encouraged where previously altered. Where doorways must be altered to meet current building code and safety requirements, doors and entrance ways must be designed to respect the exterior architectural character of the building.

b. Windows

Existing historic windows and window openings must be retained and rehabilitated whenever possible. Restoration of historic openings is encouraged where previously altered.

c. Roofs

Features that give a roof its essential historic and architectural character must be retained and rehabilitated whenever possible. Roof designs for new structures must be compatible with neighboring buildings. Exterior mechanical equipment shall be minimized and screened from view.

10. Materials

Materials used in new construction must be compatible with those traditionally used in the neighboring area. Contemporary materials may be acceptable provided that the overall texture, color, and details of the building are compatible with neighboring buildings.

11. Colors

Colors used in new construction must be compatible with neighboring buildings. Architectural features of historic buildings must be restored with colors and finishes appropriate to the nature of the materials and to the historic character of the building. Where historically documented colors are not used, colors must be appropriate to the building's predominant architectural style(s).

12. Rural Design Characteristics

Proposed alteration or construction subject to Architectural Review within the Rural Residential zoning district should be evaluated for compatibility with the rural design standards of Section 16.10 to the extent possible for elements within the Design Review Board's purview.

J. Demolition

1. General

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a. The Design Review Board must determine whether the proposed structure has architectural or historic significance.

b. Significance includes having particular important associations within the context of the architecture, history, or culture of Saratoga Springs or region and may include listing as contributing on the State and National Registers of Historic Places.

2. Structures with No Architectural or Historic Significance

The Design Review Board may approve an application for demolition if it finds that the demolition is consistent with the intent and objectives of this Section and that the structure proposed to be demolished has no historic or architectural significance.

3. Structures with Architectural or Historic Significance

a. For the proposed demolition of a structure with architectural or historical significance, the applicant must demonstrate good cause as to why such structure cannot be preserved. The applicant must provide the following:

i. The applicant must document good faith efforts in seeking an alternative that will result in the preservation of the structure including consultation with the Design Review Board and the Saratoga Springs Preservation Foundation. The relocation of structures may be permitted as an alternative to demolition.

ii. The applicant must document efforts to find a purchaser interested in acquiring and preserving the structure.

iii. The applicant must demonstrate that the structure cannot be adapted for any other permitted use, whether by the current owner or by a purchaser, which would result in a reasonable return.

iv. The applicant must submit evidence that the property is not capable of earning a reasonable return regardless of whether that return represents the most profitable return possible. "Dollars and cents proof" is required to demonstrate such hardship.

v. Application for demolition of a structure with historic or architectural significance must include acceptable post-demolition plans for the site. Such plans include an acceptable timetable and guarantees which may include performance bonds/letters of credit for demolition and completion of the project. The Design Review Board may condition the issuance of a demolition approval on the applicant's receipt of all other necessary approvals and permits for the post- demolition plan.

b. The Design Review Board will schedule a public hearing on an application for demolition of a structure with historic or architectural significance. Notice is required as indicated in Section 13.3.

4. Determination of Jeopardy to Health, Safety, and Welfare of Community

a. In cases where an applicant has sought demolition approval on the basis that a structure represents an imminent danger to the health, safety, and welfare of the community, the Design Review Board will refer the application to the Building Inspector for review and report pursuant to City Code Section 118 Unsafe Structures.

b. The Building Inspector's report is advisory to the Design Review Board.

c. The Design Review Board will review the Building Inspector's report and make a determination that the structure can or cannot reasonably be repaired in such a way as to remove the imminent danger.

5. Demolition of Historic Structures by City

a. The City, through its Code Enforcement Officers or other appropriate municipal officials, may seek demolition of a structure listed individually or as a contributing structure in an historic district on the National Register of Historic Places in New York Supreme Court under N.Y. Executive Law 382.

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b. Prior to filing such an application, the matter must be referred to the Design Review Board for an advisory opinion as to whether the structure can or cannot be reasonably repaired in such a way as to remove the cause for demolition.

c. The Design Review Board has 30 days to render a written advisory opinion unless extended by mutual consent. The City may also seek advisory recommendations from local preservation organizations.

6. Emergency Demolition

If the Building Inspector or Fire Chief, determines that the structure is in danger of imminent collapse or is an immediate danger to public safety, he/she may order the structure demolished immediately in accordance with City Code, Chapter 118. The Building Inspector or Fire Chief will issue a report to the Design Review Board stating the reasons for the order.

7. Court Action

The Design Review Board has no authority to act otherwise in cases where an appropriate legal action or procedure has resulted in a judgment or order by a Court of competent jurisdiction that a structure endangers the health, safety, and welfare of the public and must be demolished.

K. Designation of Landmarks and Historic Districts

1. Designation

Any proposed designation of landmarks or historic districts constitutes an amendment to this Ordinance and is subject to all public hearing, property owner notification, and other applicable provisions of this Ordinance.

a. Once the City Council has accepted for review a proposed designation, no building or demolition permits will be issued until the City Council has made its designation determination.

b. Prior to action on a proposed designation, the City Council must request an advisory opinion from the Design Review Board. The Design Review Board has 30 days to render a written advisory opinion unless extended by mutual consent. The opinion must contain a favorable recommendation only if the Design Review Board finds that the proposed revision is not contrary to the intent and objectives of this Article.

2. City Landmark Criteria

The City Council may designate an individual property as a landmark if it meets one or more of the following:

- a. Possesses special character or archeological, historic, or aesthetic interest or value as part of the cultural, political, economic, or social history of the locality, region, state, or nation.
- b. Is identified with historically significant individuals.
- c. Embodies the distinguishing characteristics of an architectural style.
- d. Is the work of a designer whose work has significantly influenced a particular architectural period or era.
- e. Because of a unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood.

3. Historic District Criteria

The City Council may designate a group of properties as a Historic District if it meets one or more of the following:

- a. Contains properties that meet one or more of the criteria for designation of a landmark
- b. By reason of possessing such qualities, constitutes a distinct section of the City.

4. Designated City Landmarks

The City Council hereby establishes and designates the following City Landmarks:

- a. "Bryan House", 123-125 Maple Avenue, Tax I.D. 165.44-I-31
- b. "Drink Hall", 297 Broadway, Tax I.D. 165.67-I-24
Additional actions requiring review: removal or alteration of any interior feature. Only ordinary maintenance or repair of any interior feature is excluded from review.

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c. "Canfield Casino", East Congress Street, Tax I.D. 165.00-4-1

Additional actions requiring review: removal or alteration of any interior feature. Only ordinary maintenance or repair of any interior feature is excluded from review.

d. "City Hall", 474 Broadway, Tax I.D. 165.52-4-37

Additional actions requiring review: removal or alteration of any interior feature. Only ordinary maintenance or repair of any interior feature is excluded from review.

e. "Congress Park", Broadway, Tax I.D. 165.00-4-1

Additional actions requiring review: removal, addition or alteration of any park feature such as, but not limited to: Spit 'n' Spat, Italian Gardens, Thorsvalden vases, Spirit of Life and surrounding stonework and landscaping, Trask stairway, War Memorial and Pavilion, Civil War monument, Brackett gates, Congress Spring Pavilion, Columbian Pavilion, Deer Park Spring Pavilion, Morrissey Rose Garden Fountain, reservoir, iron fencing, wrought iron fence surrounding park, configuration of ponds, walks and roadways, topography, Colonial Revival information booth, 1920s era gateposts, street lights, the Grotto (including sundial, pillars and statuary), informational signage, urns by northern pond, trout pond, benches and other park furniture. Only ordinary maintenance or repair is excluded from review.

f. "High Rock Park", High Rock Avenue, Tax I.D. 165.52-1-76.1, 165.44-2- lots 6, 22, 23, 24 and 25

Additional actions requiring review: removal, addition or alteration of any park feature such as structures, sculptures, monuments, pavilions, benches, topography, ponds, vegetation, fences, lights, walkways and roads. Only ordinary maintenance or repair is excluded from review.

g. "Central Fire Station", 60 Lake Avenue, Tax I.D. 165.60-2-3

Additional actions requiring review: removal or alteration of any interior feature. Only ordinary maintenance or repair of any interior feature is excluded from review.

h. "Gideon Putnam Cemetery", South Franklin Street, Tax I.D. 165.66-2-38

Additional actions requiring review: removal, addition alteration, or cleaning of any cemetery feature such as grave markers, structures, sculptures, monuments, pavilions, benches, topography, fences, lights, walkways and roads. Only ordinary maintenance or repair is excluded from review.

i. "Smiley-Brackett Cottage", 166 Excelsior Avenue, Tax I.D. 168.-1-15.2

L. Prevent Deterioration in Historic Districts

1. No owner or person with an interest in real property designated as a city landmark or designated as a contributing property within a local historic district may permit the property to fall into a serious state of disrepair so as to result in the deterioration of any exterior architectural feature which would produce a detrimental effect upon the character of the historic district as a whole or the life and character of the property itself.

2. Such deterioration includes, but is not limited to:

- a. Deterioration of exterior walls or other vertical supports.
- b. Deterioration of roofs or other horizontal members.
- c. Deterioration of exterior chimneys.
- d. Deterioration or crumbling of exterior stucco or mortar.
- e. Ineffective waterproofing of exterior walls, roofs, or foundations, including broken windows or doors.

3. Any complaint to a City official charged with the enforcement of this Ordinance may be referred to the Design Review Board for an opinion as to whether the condition of the property constitutes a violation of this section.

4. The Design Review Board will review the complaint in a public meeting. A notice of the public meeting must be sent to the property owner no less than 30 days prior to the date of the meeting. The Design Review Board will forward their recommendation to the Zoning Officer.

5. Any property condition identified by the Design Review Board as a violation of this section will be referred to the Zoning Officer for enforcement. The Zoning Officer will issue a report to the Design Review Board summarizing the enforcement efforts undertaken, and any proposed or agreed resolution.

Part III: Zoning Board of Appeals Applications

13.10 VARIANCES - AREA AND USE

A. Purpose

The purpose of the variance process is to provide a narrowly circumscribed means by which relief may be granted from unforeseen applications of this Ordinance that create practical difficulties or particular hardships.

B. Initiation

An applicant may only propose a variance for property under his/her control.

C. Authority

The Zoning Board of Appeals will take formal action on variances.

D. Procedure

1. Action by Zoning Board of Appeals

- a. Upon receipt of a complete application, the Zoning Board of Appeals will consider the variance at a public hearing.
- b. The Zoning Board of Appeals must evaluate the application based upon the evidence presented at the public hearing, pursuant to the approval standards of this section.
- c. In rendering its decision on any application, the Zoning Board of Appeals must comply with all applicable provisions of the State Environmental Quality Review Act under Article 8 of the Environmental Conservation Law and its implementing regulations.
- d. Within 62 days of the close of the public hearing, the Zoning Board of Appeals must either approve, approve with conditions, or deny the variance.
- e. The Zoning Board of Appeals, in granting a use or area variance, will grant the minimum variance it deems necessary and adequate while, at the same time, preserving and protecting the character of the neighborhood and the health, safety and welfare of the community.
- f. Every variance must be signed and dated by the Chairperson and must document the circumstances of the application and the findings on which the decision is based.
- g. Every variance decision must be filed in the Office of the City Clerk within five business days thereof and a copy provided to the applicant and to the Building Department.

2. Conditions

The Zoning Board of Appeals, in granting a use or area variance, has the authority to impose such reasonable conditions and restrictions as are directly related, and incidental, to the proposed use of the property. Such conditions must be consistent with the spirit and intent of this Ordinance and are imposed for the purpose of minimizing any adverse impact such variance may have on the neighborhood or community.

3. Expiration and Extensions

- a. Unless otherwise specified or extended by the Zoning Board of Appeals, a variance approval expires 18 months following the filing date of such decision if the applicant has not complied with any required conditions and started actual construction, or otherwise implemented this approval. Actual construction is defined as the fastening or placing of construction materials in a permanent manner, the excavation of a basement, or the demolition or removal of any existing structure if no new construction is approved.
- b. The Zoning Board of Appeals may grant up to two 18 month extensions for an approved variance provided that the application for extension was properly submitted prior to the expiration date of either the original variance or the first extension. When requesting an extension, it is the applicant's responsibility to prove that

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there have been no significant changes to the site or neighborhood and that the circumstances and findings of fact by which the original approval was granted have not significantly changed.

E. Variance Types and Approval Standards

1. Area Variance

a. An area variance provides relief from the dimensional or physical requirements imposed by the applicable zoning regulations. An area variance does not authorize any change in the type of use of the property.

b. In making its determination whether to grant an area variance, the Zoning Board of Appeals will take into consideration the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety, and welfare of the neighborhood or community by such grant. In making such determination, the Zoning Board of Appeals will also consider:

i. Whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance.

ii. Whether the benefit sought by the applicant can be achieved by some method feasible for the applicant to pursue, other than an area variance.

iii. Whether the requested area variance is substantial.

iv. Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.

v. Whether the alleged difficulty was self-created, which is relevant to the decision of Zoning Board of Appeals, but does not necessarily preclude the granting of an area variance.

2. Use Variance

a. A use variance provides relief to allow the use of land for a purpose that is otherwise not allowed or is prohibited by the applicable zoning regulations.

b. The Zoning Board of Appeals will not grant a use variance unless the applicant has demonstrated that applicable zoning regulations and restrictions have caused unnecessary hardship. In order to prove unnecessary hardship, the applicant must demonstrate that for each and every permitted use for the particular district where the property is located:

i. The applicant cannot realize a reasonable return, provided that lack of return is substantial as demonstrated by competent financial evidence.

ii. The alleged hardship relating to the property in question is unique and does not apply to a substantial portion of the district or neighborhood.

iii. The requested use variance, if granted, will not alter the essential character of the neighborhood.

iv. The alleged hardship has not been self-created.

F. Procedure to Rehear

In order to rehear an appeal previously determined by the Zoning Board of Appeals, the following must occur:

1. A Zoning Board of Appeals member must move to formally rehear the appeal.

2. A unanimous vote of all Zoning Board of Appeals members present must approve the motion to rehear.

3. The appeal shall be subject to the same notice provisions as an original hearing.

4. The Zoning Board of Appeals may reverse, modify or annul its original decision provided the Zoning Board of Appeals finds that the rights vested in persons acting in good faith reliance upon the reheard order, decision or determination will not be prejudiced thereby.

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5. A unanimous vote of all Zoning Board of Appeals members present is required to reverse, modify, or annul its original decision.

G. Planning Board Recommendation

Pursuant to General City Law Section 33.6, if a proposed subdivision plat contains one or more lots that do not comply with this Ordinance and, therefore, requires an area variance, then the Zoning Board of Appeals will request that the Planning Board provide a written recommendation concerning the proposed variance.

13.11 ZONING INTERPRETATION

A. Purpose

The interpretation process is intended to provide appropriate checks and balances on the administrative authority of the Zoning Officer.

B. Initiation

An aggrieved party may file an interpretation seeking to overturn a determination made by the Zoning Officer charged with the enforcement of this Ordinance.

C. Authority

The Zoning Board of Appeals will take formal action on interpretation applications.

D. Procedure

1. The Zoning Board of Appeals will conduct a public hearing on the interpretation application.
2. Within 62 days of receipt of a complete application, unless an extension of time is agreed to by the applicant and the Zoning Board of Appeals, the Zoning Board of Appeals will make a decision.
3. The Zoning Board of Appeals must evaluate the application based upon the evidence presented at the public hearing.
4. The Zoning Board of Appeals must affirm, modify, impose restrictions, or overrule the initial decision.
5. Every decision must be signed and dated by the Chairperson and must document the circumstances of the application and the findings on which the decision is based.
6. Every decision must be filed in the Office of the City Clerk within five business days thereof and a copy provided to the applicant and to the Building Department.

Part IV: Zoning Officer Applications

13.12 ZONING DETERMINATION

A. Purpose

The determination authority is intended to recognize that the provisions of this Ordinance, though detailed and extensive, cannot, as a practical matter, address every specific zoning issue. However, this zoning determination authority is not intended to add or change the essential content of the Ordinance.

B. Initiation

The City Council, Planning Board, Design Review Board, or a petitioner may initiate a zoning determination application.

C. Authority

The Zoning Officer will review and make final decisions on written requests for zoning determination.

D. Procedure

1. The Zoning Officer must review a written request for a determination and render the determination in writing.
2. The Zoning Officer may request additional information prior to rendering a determination. Until such additional material is received, review is temporarily suspended.

E. Appeal by Interpretation

A determination of the Zoning Officer may only be appealed if an application is filed within 60 days of the date the decision is filed in the Building Department.

13.13 SIGN PERMIT

A. Applicability

No sign, except those identified as exempt from a sign permit by this Ordinance, may be erected, constructed, altered, or relocated without first obtaining a sign permit.

B. Authority

The Zoning Officer is responsible for determining compliance.

C. Process

1. Plans and a sign permit application must be filed with the Zoning Officer showing the dimensions, materials, and required details of construction, including loads, stresses, anchorage, and other pertinent data.
2. Prior to issuance of a sign permit in the Historic Review and Architectural Review Overlay Districts, the Design Review Board will review all signs for compatibility per Section 13.9.
3. The permit application must be accompanied by the written consent of the owner of the premises upon which the sign is to be erected.
4. Once the application is complete, the Zoning Officer will examine the plans and specifications and the premises upon which the proposed sign is to be erected for compliance with this Ordinance.
5. Once the compliance is determined, the Building Inspector will release a sign permit.
6. If construction is not commenced within 120 days from the date of issuance, the permit expires.

13.14 TEMPORARY USE PERMIT - ZONING OFFICER APPROVAL

A. Purpose

1. A temporary use permit allows for the short-term use and/or placement of temporary structures on a lot. There are two levels of approval of temporary use permits - approval by the Zoning Officer and approval by the Planning Board, as stated within Section 8.5.
2. The temporary use permit regulates temporary uses that occur entirely on and within a lot. Temporary uses located within the public right-of-way are regulated separately by the City Code.

B. Authority

The Zoning Officer will review and make final decisions on temporary use permit applications as required by Section 8.5.

C. Procedure

The Zoning Officer will render a decision on the temporary use permit within 30 days of the date of receipt of a complete application. The Zoning Officer must review and evaluate the application, pursuant to the standards of this section, and approve, approve with conditions, deny the application, or refer the application to the Planning Board.

D. Approval Standards

All temporary uses must comply with the requirements of this Ordinance, including the temporary use standards of Section 8.5, and the following standards:

1. The temporary use does not adversely impact the public health, safety, and welfare.
2. The temporary use is operated in accordance with any restrictions and conditions as the Police and Fire District, or other City officials, may require.
3. The temporary use does not conflict with another previously authorized temporary use.
4. The temporary use provides adequate parking if needed. If located on a lot with an operational principal use, does not impact the parking and site circulation of the principal use.
5. The temporary use permit is valid for the time period granted as part of the approval.

E. Appeal to the Zoning Board of Appeals

A decision of the Zoning Officer may only be appealed if an application is filed within 60 days of the date the decision is filed in the administrative office of the Zoning Officer.

Part V: City Council Applications

13.15 ZONING TEXT AND MAP AMENDMENT

A. Purpose

The regulations imposed and the districts created by this Ordinance may be amended from time to time in accordance with this section. This process for amending the Ordinance text or the Zoning Map is intended to allow modifications in response to omissions or errors, changed conditions, or changes in City policy. Amendments are not intended to relieve particular hardships or confer special privileges or rights upon any person or party.

B. Initiation

The City Council, Planning Board, Design Review Board, Zoning Board of Appeals, or petitioner may propose a zoning text or map amendment.

C. Authority

1. The City Council shall have the authority to amend this Chapter or the Zoning Map.

D. Procedure

1. Determination of Merit for Review by City Council

a. The City Council will determine whether the Planning Board, Design Review Board, or Zoning Board of Appeals recommendation or petitioner's application has merit for review and if it will be considered.

b. No determination of merit is required if the owners of 50% or more of the frontage in any district, or part thereof, present a petition duly signed and acknowledged to the City Council requesting an amendment of the regulations prescribed for that district, or part thereof. The Council must vote on the petition within 90 days of filing with the Secretary of the City Council.

c. Upon determination that a proposed amendment has merit for review or is exempt from such determination, the City Council shall seek advisory opinion from the City Planning Board, and the Saratoga County Planning Board as required by General Municipal Law. In addition, for text or map amendments to the design review process, districts, or landmarks, the Council must seek an advisory opinion from the Design Review Board.

2. Action by Planning Board

a. Upon referral, the Planning Board will consider the proposed zoning amendment at a public meeting. The Planning Board may hold a public hearing at its discretion.

b. The Planning Board must evaluate the application based upon the evidence presented at the public meeting, pursuant to the approval standards of this section. For zoning text amendments, the Planning Board must recommend approval, approval with modifications, or denial of the application. For zoning map amendments, the Planning Board must recommend approval or denial of the application.

c. Within 60 days of referral, the Planning Board must forward its recommendation to the City Council, unless an extension is agreed to by mutual consent.

3. Action by Design Review Board - Design Review Process Amendments

a. Upon referral, the Design Review Board will consider the proposed zoning amendment at a public meeting.

b. The Design Review Board must evaluate the application and find that the proposed revision is not contrary to the intent and objects of historic review and architectural review. The Design Review Board must recommend approval, approval with modifications, or denial of the application.

c. Within 60 days of referral, the Design Review Board must forward its recommendation to the City Council, unless an extension is agreed to by mutual consent.

4. Action by City Council

The City Council, after receiving recommendations from the City Planning Board, the Saratoga County Planning Board, and, if applicable, Design Review Board, will hold a public hearing, subject to the noticing requirements of Section 13.3. The City Council may take action in the form of approval, approval with modifications, or denial on applications for zoning text amendments, and approval or denial on applications for zoning map amendments.

E. Approval Standards

The Planning Board recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion. However, in making their recommendation and decision, the Planning Board and the City Council must consider the following standards. The approval of amendments is based on these standards and any additional relevant factors.

1. Approval Standards for Map Amendments

- a. The consistency of the proposed amendment with the Comprehensive Plan and associated adopted land use policies.
- b. The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
- c. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.
- d. The extent to which the proposed amendment creates or eliminates nonconformities.
- e. Whether adequate public facilities are available including, but not limited to, schools, parks, police and fire protection, roads, sanitary sewers, storm sewers, and water lines, or are reasonably capable of being provided prior to the development of the uses, which would be permitted on the subject property if the amendment were adopted.

2. Approval Standards for Text Amendments

- a. The consistency of the proposed amendment with the Comprehensive Plan and whether the proposed amendment provides a more workable way to achieve the intent and purposes of this Ordinance and the Comprehensive Plan.
- b. The consistency of the proposed amendment with the intent and general regulations of this Ordinance.
- c. The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
- d. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.
- e. The extent to which the proposed amendment creates nonconformities.

F. Written Protest of Amendment

- 1. A protest against an amendment to this Ordinance must be signed by the owners of one or more of the following:
 - a. 20% or more of the land area included in the proposed amendment.
 - b. 20% or more of the land area immediately adjacent to and extending 100feet from the land area included in the proposed amendment.
 - c. 20% or more of the land directly opposite thereto and extending 100 feet from the street, road, or highway frontage of such opposite land.
- 2. A protested amendment requires the favorable vote of at least four Council members.

13.16 PLANNED UNIT DEVELOPMENT

A. Purpose

Planned unit developments (PUD) are a special approval intended to encourage and allow more creative and flexible development of land than is possible under district zoning regulations and should only be applied to further those applications that provide compensating amenities to the City. Approved planned unit developments are located in Chapter 167 of the City Code.

B. Initiation

The entire property proposed for the planned unit development must be in single ownership or under unified control. All owners of the property must be included as joint applicants on all applications and all approvals will bind all owners.

C. Authorization

A planned unit development shall require approval by the City Council. A planned unit development may be authorized in all zoning districts except the RR District.

D. Permitted Density

The maximum density permitted in any proposed PUD, or subsequent amendment thereto, shall not cumulatively exceed 20% in addition to the maximum density envisioned by either the current Comprehensive Plan or by the applicable zoning in effect immediately prior to the adoption of the original PUD, whichever is lower.

E. Exceptions from District Regulations

1. A planned unit development is subject to the underlying zoning district regulations, including use, parking, signs, and all other district regulations, unless an exception is specifically granted. The Planning Board may recommend, and the City Council may grant, exceptions to the zoning district regulations, including use, for a planned unit development.
2. Exceptions from district regulations may be granted for planned unit developments, if the exceptions:
 - a. Enhance the overall merit of the planned unit development.
 - b. Promote the objectives of both the City and the development.
 - c. Enhance the quality of the design of the structures and the site plan.
 - d. Will not cause excessive adverse impact.
 - e. Are compatible with adopted City land use policies.
 - f. Provide a public benefit to the City, as described below.
3. In no case may an exception to district regulations be granted unless the applicant demonstrates a substantial benefit to the City. Design characteristics and amenities to be considered in this determination include, but are not limited to, the following examples. Additional benefits not listed below may be included. Dependent on the nature and scale of the PUD, a combination of different types of benefits may be required.
 - a. Community amenities, including plazas, malls, formal gardens, and public art, and bicycle, transit, and pedestrian facilities.
 - b. Preservation of existing environmental features.
 - c. Preservation of historic features.
 - d. Open space and recreational amenities such as recreational open space, including accessory buildings, trails and fitness courses, and playgrounds, dog parks, skate parks, and similar recreational features.
 - e. Reduction of impervious surface throughout the development below the threshold required by the district.
 - f. Adaptive reuse of existing buildings.
 - g. Affordable housing set-asides.

F. Public Improvements and Public Realm Design

1. If required, public improvements must be constructed and designed in accordance with Article 15 of this Ordinance unless specifically exempted by City Council.
2. If required, improvements to the public realm must be constructed and designed in accordance with Article 18 of this Ordinance unless specifically exempted by City Council.

G. Procedure

The following procedures, requirements, restrictions, and conditions are required. The approval of a planned unit development includes a pre-application consultation, concept plan, development plan approval, and final site plan approval.

1. Pre-Application Consultation

- a. Prior to formal submittal of an application, a pre-application conference with the Planning Department Staff is required.
- b. At a pre-application consultation, the applicant must provide:
 - i. A map (or maps) in general form containing the proposed land uses, the natural features of the development site, the character and approximate location of all roadways and access drives proposed, the location of all adjacent public streets, public utilities, and schematic drawings showing the size, character, and disposition of buildings on the site.
 - ii. A summary of the public benefits and amenities and any anticipated exceptions to this Ordinance.
 - iii. A written statement containing a general explanation of the planned unit development, including a statement of the present ownership of all the land within said development and the expected schedule of construction.
- c. The purpose of such pre-application consultation is to make advice and assistance available to the applicant before preparation of the development plan, so that the applicant may determine whether the proposed planned unit development is in compliance with this Ordinance and other applicable regulations, and whether the proposed planned unit development aligns with the adopted land use policies of the City.
- d. The pre-application conference does not require formal application, fee, or filing of a planned unit development application. Any opinions or advice provided by Planning Department Staff are in no way binding with respect to any official action that may be taken on the subsequent formal application. No decision will be made on the application.

2. Concept Plan

Along with a formal application for a planned unit development, the applicant must submit a concept plan for consideration by City Council. At minimum, the concept plan must consist of the following:

- a. A map or maps in general form containing the proposed land uses, the natural features of the development site, the character and approximate location of all roadways and access drives proposed within the planned unit development, the location of all adjacent public streets, public utilities, and schematic drawings showing the size, character, and disposition of buildings on the site.
- b. A written statement containing a general explanation of the planned unit development, including a statement of the present ownership of all the land within said development and the expected schedule of construction.
- c. Detailed information regarding the public benefits and amenities proposed to be provided.
- d. Sufficient information to demonstrate compliance with the Approval Standards of Section 13.16.G.3.f to be evaluated by City Council and the Planning Board.
- e. Proposed legislation which specifies the requirements of the underlying zoning district and authorizes any desired exceptions or expected deviations from the requirements of this Ordinance.

3. Development Plan Process

a. Determination of Merit for Review by City Council

- i. The City Council will determine whether the planned unit development application has merit for review and if it will be considered.
- ii. No determination of merit is required if the owners of 50% or more of the frontage in any district, or part thereof, present a planned unit development to the City Council. The Council must vote on the petition within 90 days of filing with the Secretary of the City Council.
- iii. Upon determination that a planned unit development application and Concept Plan has merit for review or is exempt from such determination, the City Council shall refer the application to the City Planning Board for review, refinement, and recommendation. In addition, for planned unit development applications involving an architectural or historic review district, the Council shall refer the application to the Design Review Board.

b. Action by the Planning Board

- i. Upon referral, the Planning Board will consider the proposed concept plan at a public meeting. The Planning Board may hold a public hearing at its discretion.
- ii. The Planning Board must evaluate the application based upon the information presented at the public meeting, pursuant to the approval standards of this section. The Planning Board must recommend approval, approval with modifications, or denial of the development plan.
- iii. Within 90 days of receipt of referral, the Planning Board must forward its recommendation to the City Council, unless an extension is agreed to by mutual consent.

c. Action by the Design Review Board

- i. For planned unit developments involving any property within the Historic and Architectural Review Overlay Districts, an advisory opinion from the Design Review Board is required.
- ii. Upon referral, the Design Review Board will consider the proposed PUD at a public meeting.
- iii. The Design Review Board must evaluate the application and make a determination on whether the proposed revision is consistent with the intent and objectives of Historic and Architectural Review Overlay Districts and the design review process. The Design Review Board must recommend approval, approval with modifications, or denial of the application.
- iv. Within 90 days of receipt of referral, the Design Review Board must forward its recommendation to the City Council, unless an extension is agreed to by mutual consent.

d. Action by City Council

Through the process of review by the Planning Board and the Design Review Board, if applicable, the applicant shall incorporate any necessary recommendations and refine the Concept Plan into a finalized, actionable Development Plan.

The City Council will determine whether to consider the PUD Development Plan for formal action. Should they determine to consider the PUD Development Plan for formal action, the City Council will refer the Development Plan to the Saratoga County Planning Board for review. With consideration of the advisory opinions from the City Planning Board, the County Planning Board and, if applicable, the Design Review Board, the City Council will hold a public hearing, subject to the noticing provisions of Section 13.3. Following public hearing and SEQRA evaluation, City Council may take action in the form of approval, approval with modifications, or denial of the development plan. The City Council may, at any time, return the application to the Planning Board for additional review and recommendations.

e. Conditions

The Planning Board may recommend and the City Council may impose conditions and restrictions upon the establishment, location, construction, maintenance, and operation of the planned unit development as may be

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deemed necessary for the protection of the public health, safety, and welfare. Such conditions and restrictions must be reflected in the final site plan.

f. Approval Standards

The recommendation of the Planning Board and decision of the City Council must make a finding that the following standards for a planned unit development have generally been met.

- i. The proposed planned unit development is consistent with the goals and objectives of the Comprehensive Plan.
- ii. The proposed planned unit development meets the purpose of a planned unit development.
- iii. The proposed planned unit development will not impede the normal and orderly development and improvement of surrounding property.
- iv. There is provision for adequate utilities and infrastructure, drainage, off-street parking and loading, pedestrian access, and all other necessary facilities.
- v. There is provision for adequate vehicular ingress and egress designed to minimize traffic congestion upon public streets. A traffic study may be required to provide evidence that the circulation system is adequate.
- vi. The location and arrangement of structures, parking areas, walks, landscape, lighting, and other site design elements, are compatible with the surrounding neighborhood and adjacent land uses.

g. Expiration and Extensions

- i. The development plan approval expires if a complete application for approval of a final plan has not been filed within one year after the date the City Council grants development plan approval. As part of the approval of the development plan, the City Council may extend this period of time including approval of a phasing plan where the validity period is longer than one year for the planned unit development.
- ii. An extension of this one year period may also be granted by the City Council if the applicant requests an extension in writing prior to the expiration date of the approval. A public hearing for an extension of time of a development plan is not required.

h. Written Protest of PUD

- i. A protest against a proposed PUD must be signed by the owners of one or more of the following:
 - 20% or more of the land area included in the proposed PUD.
 - 20% or more of the land area immediately adjacent to and extending 100 feet from the land area included in the proposed PUD.
 - 20% or more of the land directly opposite thereto and extending 100 feet from the street, road, or highway frontage of such opposite land.
- ii. A protested PUD requires the favorable vote of at least four Council members.

4. Final Site Plan

a. Action by Planning Department Staff

The Planning Department Staff will review the final site plan upon receipt of the complete final site plan application and take the following action:

- i. If the final site plan is in substantial compliance with the approved development plan, the Planning Department Staff will certify to the Planning Board that the final site plan is in substantial conformance with the previously filed development plan.

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ii. If the final site plan is not in substantial conformance with the approved development plan, the Planning Department Staff must inform the applicant as to specific areas found not to be in compliance, and the applicant must resubmit the final site plan to the Planning Department Staff with changes to those areas found not to be in substantial compliance and the validity of the development plan remains in effect. If the revised final site plan remains noncompliant with the development plan, the applicant may request that the Planning Department Staff render a decision to be forwarded to the Planning Board. In such case, the Planning Department Staff will advise the Planning Board on any areas of noncompliance with the development plan.

b. Action by Planning Board

Upon receipt of the Planning Department Staff evaluation, the Planning Board must review the final site plan. The Planning Board must approve or deny the final plan. If denied, the applicant may reapply by submitting a new final site plan and the validity of the development plan remains in effect. Alternatively, the applicant may submit the final plan as a new development plan at the development plan stage.

c. Effect of Approval

After final site plan approval, the final site plan will constitute the development regulations applicable to the subject property. The planned unit development must be developed in accordance with the final site plan, in addition to the zoning district regulations otherwise applicable to the property. Violation of any condition is a violation of this Ordinance and constitutes grounds for revocation of all approvals granted for the planned unit development.

d. Expiration and Extensions

i. The final site plan approval expires if a building permit has not been issued within two years after the date of final site plan approval. As part of the Planning Board approval of the final site plan, the Planning Board may extend this period of time including approval of a phasing plan where the validity period is longer than two years for the PUD.

ii. An extension of this two year period may also be granted by the City Council if the applicant requests an extension in writing prior to the expiration date of the approval. A public hearing for an extension of time of a development plan is not required.

H. Modifications to Approved Final Site Plans

No adjustments may be made to the approved final site plan, except upon application to the City in accordance with the following.

1. Minor Modifications

The Planning Board may approve the following minor modifications to an approved final site plan when it is determined by the Planning Board that such changes are in general conformance with the approved development plan. Any changes considered a major modification, as defined in this section, cannot be approved as a minor modification and any proposed change that is not compliant with the existing PUD legislation, development plan, or the underlying zoning district may not be evaluated as a minor modification. The Planning Board, at its sole discretion, may choose to classify a modification that meets the criteria of this section as a major modification to be approved by the City Council. No notice is required for a minor modification. When calculating percentages, all fractions are rounded up to the nearest whole number.

a. Changes required during construction when related to final engineering issues such as topography, drainage, underground utilities, structural safety, or vehicular circulation, to be confirmed by the City Engineer.

b. Changes in building location of no more than ten feet that continue to meet the requirements of this Ordinance and any conditions of the final plan approval.

c. Changes to a structure that do not increase the building footprint, gross floor area, or height.

d. Changes in building design, including building materials, that continue to meet the requirements of this Ordinance and any conditions of the final plan approval.

e. Modifications to the approved landscape plan that do not result in a reduction of the total amount of plant material required and conform with all landscape requirements of this Ordinance.

f. An increase or decrease in building height of up to 10%.

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- g.** An increase or decrease in building coverage up to 10%.
- h.** A change in the location of walkways, vehicle circulation ways, and parking areas up to 20 feet.
- i.** An increase or decrease in the number of parking spaces of up to 20 parking spaces.
- j.** A change to the landscape plan that results in a reduction of plant material but does not violate the landscape requirements of this Ordinance.
- k.** Altering any final grade by no more than 20% of the originally planned grade.

2. Major Modifications

- a.** The City Council, following a public meeting and recommendation by the Planning Board and a SEQRA determination, may approve any other changes to an approved final site plan that do not qualify as a minor modification. In addition, any of the following are considered major modifications:
 - i.** Any request for an extension of time of the approved final site plan.
 - ii.** Changes to any conditions imposed as part of the approved final site plan.
 - iii.** Reductions or alterations in the approved public benefit and amenities to be provided.
 - iv.** Any development action that does not comply with zoning district regulations.
- b.** The Planning Board will consider the proposed major modification at a public meeting. The Planning Board will then forward its recommendation to the City Council. The City Council may approve a major modification to a final site plan if they find such changes are in general conformance with the approved development plan, necessary for the continued successful functioning of the planned unit development, respond to changes in conditions that have occurred since the final site plan was approved, and/or respond to changes in adopted City land use policies.
- c.** Upon review of the proposed major modifications, the City Council may determine that the proposed modifications constitute a new planned unit development and the final plan must be resubmitted as a development plan and follow the procedures of approval in this Section. The applicant may submit the final site plan as a new development plan at the development plan stage.

Article 14. Subdivision Approval

- 14.1 PURPOSE AND OBJECTIVES
- 14.2 APPLICABILITY AND CLASSIFICATIONS
- 14.3 SUBDIVISION PROCEDURE
- 14.4 PLANNING BOARD WAIVERS

14.1 PURPOSE AND OBJECTIVES

A. The purpose of subdivision regulations is to:

1. Protect and provide for the public health, safety, and welfare.
2. Guide the future growth and development of the City in accordance with the Comprehensive Plan.
3. Provide for adequate light, air, and privacy, to secure safety from fire, flood, and other danger, and to prevent overcrowding of the land and undue congestion of population.
4. Protect the character and the social and economic stability of all areas of the City and encourage the orderly and beneficial development of the community through appropriate growth management techniques assuring the timing and sequencing of development, promotion of infill development in existing neighborhoods and nonresidential areas with adequate public facilities, to assure proper urban form and open space separation of urban areas, to protect environmentally critical areas and areas premature for urban development.
5. Protect and conserve the value of land and the value of buildings and improvements upon the land, and minimize the conflicts among the uses of land and buildings.
6. Guide public and private policy and action in order to provide adequate and efficient transportation, water, sewerage, schools, parks, playgrounds, recreation, and other public requirements and facilities.
7. Provide the most beneficial relationship between the uses of land and buildings and the circulation of traffic throughout the City, having particular regard to the avoidance of congestion in the streets and highways and the pedestrian traffic movements appropriate to the various uses of land and buildings, and to provide for the proper location and width of streets and building lines.
8. Establish reasonable standards of design and procedures for subdivisions and resubdivisions in order to further the orderly layout and use of land, and to ensure proper legal descriptions and monumenting of subdivided land.
9. Ensure that public services are available concurrent with development and will have a sufficient capacity to serve the proposed subdivision and that the City will be required to bear no more than its fair share of the cost of providing the facilities and services through requiring the developer to pay fees, furnish land, or establish mitigation measures to ensure that the development provides its fair share of capital facilities needs generated by the development.
10. Prevent the pollution of air, streams, and ponds; to assure the adequacy of drainage facilities, to safeguard the water table, and to encourage the wise use and management of natural resources throughout the City in order to preserve the integrity, stability, and beauty of the City and the value of the land.
11. Preserve the natural beauty and topography of the City and to ensure appropriate development with regard to these natural features.
12. Provide for open spaces through the most efficient design and layout of the land, including the use of average density in providing for minimum width and area of lots, while preserving the density of development as established in this Ordinance.
13. Remedy the problems associated with inappropriately subdivided lands and substandard lots.

B. It is the policy of the City to consider land subdivision plats as part of a plan for the orderly, efficient and economical development of the City. This is interpreted to include the following objectives, which guide the Planning Board's decisions.

1. Land to be subdivided must be of such character that it can be used safely for building purposes without danger to health or peril from fire, flood, or other menace.
2. Proper provision must be made for water supply, sewerage, drainage, and other needed public improvements and utilities.
3. Proposed streets must compose a convenient system conforming to the City's Comprehensive Plan and/or Zoning Map as they may be adopted.
4. Streets must be of such width, grade, and location as to accommodate present and prospective traffic, and accommodations called out in the Complete Streets Plan.
5. All development must be so situated on the lot to assure that there is provision for adequate light and air for occupants.
6. All development must facilitate adequate fire protection and provide access for firefighting equipment.
7. Open space for parks and playgrounds shall be shown on the subdivision plat where appropriate.
8. If any provision conflicts or is inconsistent with any provision of the General City Law, the relevant provisions of the General City Law control.

14.2 APPLICABILITY AND CLASSIFICATIONS

A. General Regulations

1. No person may divide, consolidate, or otherwise alter the boundaries of any lot within the City except in compliance with these regulations. No subdivision can create a lot that violates zoning district lot requirement, including any applicable variances granted by the Zoning Board of Appeals.
2. No permits will be issued by the City authorizing the building on, occupancy of, or improvement of any lot not on record until the requirements of this Ordinance have been fully met and an approval of the subdivision issued and the final plat recorded with the County.
3. All subdivisions must meet the applicable standards of Article 15 (Public Improvements), Article 17 (Stormwater Management), and Article 18 (Public Realm).
4. This Article regulates two classifications of proposed actions:
 - a. Modifications of existing lot or zoning lot boundaries and modifications to approved subdivision plats, either or both of which meet the eligibility requirements for administrative action.
 - b. Standard subdivision. Conservation design, per Article 16, is considered a type of standard subdivision.

B. Administrative Action

1. Applications Eligible for Administrative Action

The following qualify as administrative actions:

- a. The consolidation of two or more adjoining lots. Such action is subject to the provisions of Section 19.4.C.
- b. Minor amendments to approved and filed subdivision plats or legally existing lots. Such minor amendments must be non-substantive changes. Any amendment deemed substantive by the Planning Board Chairperson, in consultation with the City Planning Office, must be reviewed as a standard subdivision modification.

c. No action subject to SEQRA review or contrary to a previous SEQRA determination is eligible for administrative action. This restriction includes actions which may affect information which formed the basis for a previous SEQRA determination.

2. Administrative Action Process

a. Only a final plat is required for an administrative action application.

b. Administrative action applications are reviewed and approved by the Planning Department Staff and the Chair of the Planning Board. The Chair of the Planning Board may defer any administrative action application to the Planning Board for the standard subdivision process.

c. Within 62 days of receipt of a complete application, the City Planning Office and the Planning Board Chairperson will review the proposed final plat, and approve, approve with conditions, or deny the application and/or final plat. Administrative action applications will be referred to the County Planning Board for review if required.

d. In order to approve any application and final plat as part of an administrative action, the Planning Board Chairperson must find that the changes contained therein either qualify as a Type II action under SEQRA or are consistent with a previous SEQRA determination. Such finding must be stated on the notice of decision.

e. The Planning Board Chairperson will provide a written account of the actions taken at the next regular meeting of the Planning Board subsequent to the date of the determination and/or action.

C. Subdivision (Standard)

1. Standard Subdivision Actions

Any subdivision or modification that does not qualify as an administrative action is considered a standard subdivision. All conservation design subdivision is a standard subdivision.

2. General Subdivision Process

All such subdivisions will follow the process of Section 14.3 for standard subdivision review.

3. Conservation Design

For all proposed subdivisions within RR and SR Districts, conservation design subdivision is required per Article 16. Conservation subdivision may also be utilized within the other residential districts per Article 16. All such subdivisions will follow the process of Section 14.3 for standard subdivision review.

14.3 SUBDIVISION PROCEDURE

A. General Procedures

1. Whenever a time limit is specified in this Article, the Planning Board may extend the limit upon request by the owner, provided the Planning Board is legally empowered to do so.
2. All subdivision applications (sketch plan, preliminary plat, and/or final plat) must include all submittal requirements as described in the subdivision application.
3. All applications for sketch plans, preliminary plats, and final plats are subject to required fees, payment of which is considered part of a complete application.
4. The applicant is responsible for all planning and engineering project review fees, as may be established from time to time by the City Council.

B. Sketch Plat

1. Required Sketch Plat - Conservation Design Subdivision

A sketch plat is required for all conservation design subdivisions.

- a. An owner of land, prior to submitting a preliminary plat for conservation design subdivision, must submit to the Planning Board, sketch plan of the proposed conservation design subdivision for purposes of preliminary discussion.
- b. The submission must include the analysis of constrained land of the property as required per Section 16.5, the calculation of base density based on remaining developable land per Section 16.9, and the analysis of conservation features of the property is required as required by Section 16.6.
- c. The applicant, or his/her authorized representative, must attend all meeting(s) of the Planning Board to discuss the sketch plan. Discussion of the sketch plan will conclude with a recommendation to proceed with a preliminary plat or to modify the sketch plan for further discussion before proceeding to the next application step.
- d. Based upon the analysis during the sketch plat process, the Planning Board may determine that there is no reasonable basis for requiring a conservation subdivision per the standards of Section 16.7.

2. Optional Sketch Plat - Non-Conservation Design Subdivision

A sketch plat is at the applicant's option for all other subdivision types.

- a. Any owner of land may, prior to applying for subdivision approval, submit to the Planning Board, sketch plan of the proposed subdivision for purposes of preliminary discussion. The submission of a sketch plan is a preapplication procedure available to a prospective subdivider for an informal discussion of the proposed subdivision at a conceptual level for the purpose of seeking advice and direction.
- b. The applicant, or his/her authorized representative, must attend the meeting of the Planning Board to discuss the sketch plan and the requirements of this Ordinance. Discussion of the sketch plan will conclude with a recommendation to proceed with a preliminary or final subdivision plat or to modify the sketch plan for further discussion before proceeding to the next application step.
- c. Except for unusual circumstances, the applicant is limited to two pre-application discussions with the Planning Board.

C. Preliminary Plat

1. Required Preliminary Plat

A preliminary plat is required for the following actions:

- a. Conservation design subdivision.
- b. A standard subdivision that creates 12 or more lots.

- c. At the applicant's option when not required by items a or b above.

2. Submission

Applicants for preliminary approval must file a subdivision application to the Planning Department Staff in accordance with the procedures outlined in the application. The Chair of the Planning Board or designated staff has the right to reject any application submitted if it fails to meet the minimum submittal requirements.

3. Mandatory Attendance at Meeting

Once determined to be complete, the filed application will be placed on the Planning Board agenda. The applicant, or his/her authorized representative, must attend the meeting of the Planning Board to discuss the preliminary plat. If the applicant, or his/her designee, fails to appear, the Board may either continue the application to a subsequent meeting or issue a determination that the application has been withdrawn.

- a. An applicant has the right to withdraw an application at any time prior to the final decision on the application by a Planning Board, including the ability to withdraw the application if it has been tabled. The applicant must submit a request for withdrawal in writing or on the record. There will be no refund of fees.
- b. Following a request for an applicant to submit a revised application when under review by the Planning Board, if the applicant has not submitted a revised application within six months, and he/she has not asked for an extension of time, the application will be considered withdrawn by default. There will be no refund of fees.
- c. The Planning Board may act upon the information available to them at any time once an application comes before them. This includes acting upon applications where a revision has been requested by the Board but not yet submitted within the timeframe provided by the Board.

4. Official Submittal Date

- a. The official time of submission of the preliminary plat is the date of the determination relating to the SEQRA assessment as made by the Planning Board.
- b. A preliminary plat will not be considered for a decision until a negative declaration has been filed or until a notice of a complete DEIS has been filed in accordance with SEQRA. The time period for review of a preliminary plat begins upon the date of filing of such a negative declaration or notice of completeness.

5. Coordination with SEQRA

Subject to NYS DEC SEQRA requirements.

6. Decisions on Preliminary Plat - Planning Board Lead Agency

- a. If the preparation of an environmental impact statement is not required, the Planning Board will make its decision within 62 days after the close of the public hearing on the preliminary plat and must approve, approve with conditions, or deny the preliminary plat.
- b. If an environmental impact statement is required, and a public hearing is held on the DEIS, the FEIS must be filed within 45 days following the close of the public hearing on the DEIS in accordance with SEQRA. If no public hearing is held on the DEIS, the FEIS must be filed within 45 days following the close of the public hearing on the preliminary plat. Within 30 days of the filing of the FEIS, the Planning Board must issue findings on the FEIS and conditionally approve, with or without modification, deny, or grant approval of the preliminary plat.

7. Decisions on Preliminary Plat - Planning Board Not Lead Agency

- a. If the preparation of an environmental impact statement on the preliminary plat is not required, the Planning Board must make its decision within 62 days after the close of the public hearing on the preliminary plat and must approve, approve with conditions, or deny the preliminary plat.
- b. If an environmental impact statement is required, the Planning Board must make its own findings and its decision on the preliminary plat within 62 days after the close of the public hearing on the preliminary plat or within 30 days of the adoption of the findings by the lead agency, whichever period is longer.

8. Conditional Approval

When approved with conditions, the conditions must be stated in the notice of decision of the Planning Board. The Planning Board must state in writing any conditions it deems necessary for submission of a final plat.

9. Grounds for Denial

The grounds for denial must be stated in the notice of decision of the Planning Board. When denying a preliminary plat, the Planning Board must relate the reasons for denial to the purpose section of this Article.

10. Certification and Filing

Within ten business days of the adoption of the decision granting approval or approval with conditions of the preliminary plat, the preliminary plat and any written conditions of approval as specified by the Planning Board must be signed by the Chair of the Planning Board as having granted preliminary plat approval or approval with conditions, and a copy of the plat and any required conditions must be submitted to the Planning Department Staff.

11. Revocation of Approval

Within one year of the approval of the preliminary plat the owner must submit a final plat. If the final plat is not submitted within one year, approval of the preliminary plat may be revoked by the Planning Board.

D. Final Plat

1. Application

a. An application for final plat approval is required for the lawful division of a lot or parcel of land. Applications for final plats are accepted under the following circumstances:

i. The owner, as permitted by this Article, has opted to begin the subdivision process with submission of a final plat application.

ii. The owner has applied for and received approval of a preliminary plat.

b. The final plat must be clearly marked "Final Plat."

c. Where a preliminary plat was approved with conditions, the final plat must comply with and reflect all required conditions as specified in the approving decision for the preliminary plat.

2. Submission

Applicants for final plat approval must file an application to the Planning Department Staff on behalf of the Planning Board. The Chairperson of the Planning Board, or designated staff, has the right to reject any application submitted if it fails to meet the minimum submittal requirements.

3. Mandatory Attendance at Meeting

Once determined to be complete, the filed application will be placed on the Planning Board agenda. The applicant, or his/her authorized representative, must attend the meeting of the Planning Board to discuss the final plat. If the applicant, or his/her designee, fails to appear, the Board may either continue the application to a subsequent meeting or issue a determination that the application has been withdrawn.

a. An applicant has the right to withdraw an application at any time prior to the final decision on the application by a Planning Board, including the ability to withdraw the application if it has been tabled. The applicant must submit a request for withdrawal in writing or on the record. There will be no refund of fees.

b. Following a request for an applicant to submit a revised application when under review by the Planning Board, if the applicant has not submitted a revised application within six months, and he/she has not asked for an extension of time, the application will be considered withdrawn by default. There will be no refund of fees.

c. The Planning Board may act upon the information available to them at any time once an application comes before them. This includes acting upon applications where a revision has been requested by the Board but not yet submitted within the timeframe provided by the Board.

4. Official Submittal Date

- a.** The official time of submission of the final plat is the date of determination relating to the SEQRA assessment as made by the Board.
- b.** When a preliminary plat is not required, a final plat will not be considered for a decision until a negative declaration has been filed or until a notice of a complete DEIS has been filed in accordance with SEQRA. The time periods for review of such a final plat begin upon the date of filing of such a negative declaration or notice of completeness.

5. Coordination with SEQRA

Subject to NYS DEC SEQRA requirements.

6. County Planning Agency Review

- a.** When a preliminary plat is not required, and prior to taking action on a final plat as specified in § 239-m of the General Municipal Law, the Planning Board must make referrals to the County Planning Agency or, in the absence of such agency, to a metropolitan or regional agency having jurisdiction in accordance with §§ 239-l and 239-m of the General Municipal Law.
- b.** If within 30 days after receipt of a full statement of such referred matter, the County Planning Agency, or an authorized agency of said agency denies the proposal or recommends modification thereof, the Planning Board cannot act contrary to such denial or recommendation except by a vote of a majority plus one of all members and after the adoption of a decision fully setting forth the reasons for such contrary action and must transmit said decision to the County Planning Agency within seven days. The report of the County Planning Agency must become part of the record for the matter under review.
- c.** If the County Planning Agency fails to respond within such period of 30 days or such longer period as may have been agreed upon by it and the referring agency, the Board may act without such response.

7. Decisions on Final Plat - Planning Board Lead Agency

- a.** If the preparation of an environmental impact statement is not required, the Planning Board must make its decision within 62 days after the close of the public hearing on the final plat to approve or deny the final plat.
- b.** If an environmental impact statement is required, and a public hearing is held on the DEIS, the FEIS must be filed within 45 days following the close of the public hearing on the DEIS in accordance with SEQRA. If no public hearing is held on the DEIS, the FEIS must be filed within 45 days following the close of the public hearing on the final plat. Within 30 days of the filing of the FEIS, the Planning Board must issue findings on the FEIS and conditionally approve, with or without modification, deny, or grant final approval and authorize signing of the final plat.

8. Decisions on Final Plat - Planning Board Not Lead Agency

- a.** If the preparation of an environmental impact statement on the final plat is not required, the Planning Board must make its decision within 62 days after the close of the public hearing on the final plat to approve or deny the final plat.
- b.** If an environmental impact statement is required, the Planning Board must make its own findings and its decision on the final subdivision plat within 62 days after the close of the public hearing on the final plat or within 30 days of the adoption of the findings by the lead agency, whichever period is longer.

9. Approval of Final Plat in Phases

In granting final approval, the Planning Board may permit the plat to be developed in two or more phases and may in its decision granting conditional or final approval state such requirements as it deems necessary to insure the orderly development of the plat be completed before said phases may be signed by the Chairperson of the Planning Board. Conditional or final approval of the phases of a final plat may be granted concurrently with conditional or final approval of the entire plat, subject to any requirements imposed by the Planning Board.

10. Grounds for Denial

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Any grounds for denial must be stated in the notice of determination (NOD) of the Planning Board. When denying a final plat, the Planning Board must relate the reasons for denial to the purpose statement of this Article.

11. Certification and Filing

- a. No vested rights will accrue to any plat by reason of final plat approval until the actual signing of the plat by the Chair of the Planning Board. All requirements, conditions, or regulations adopted by the Board applicable to the final plat or on all subdivisions generally is deemed a condition for signature of the final plat by the Chair of the Planning Board.
- b. All certifications and filings must be completed in accordance with this section and the requirements of the final plat application.
- c. Within 5 business days of the adoption of the decision granting approval or conditional approval of the final plat, the decision will be filed with the City Clerk. A copy of the decision must be provided to the applicant. In the case of a conditionally approved plat, the approving decision must include a statement of requirements which when completed will authorize the signature of the plat.
- d. Mylars and paper prints of the subdivision plat, as required in the application, must be filed by the applicant with the Planning Department Staff.
- e. The Chair of the Planning Board must sign each plat. The Planning Board must provide back a signed reproducible Mylar and the required number of paper copies for filing in the Office of the Saratoga County Clerk by the owner.

12. Expiration

Approval of the final plat expires within one year after the resolution granting such approval unless all requirements stated in such resolution have been certified as completed. The Planning Board may extend this period for 90 days each time when, in the Planning Board's opinion, such extension is warranted by the particular circumstances.

13. Filing of Final Plat

The owner must file in the Office of the County Clerk the approved final plat or the approved phase of such plat within 62 days from the date of final approval or the approval will expire as provided in Article 3, § 32 of General City Law. The following constitutes final approval: the signature of the Chairperson or duly authorized officer of the Planning Board; or the certificate from the City Clerk's Office as to the date of the submission of the final plat and the failure of the Planning Board to take action within the time required.

14. Building Permits or Certificates of Occupancy

No building permits or certificates of occupancy will be issued for the project until final plat approval has been given, the plat properly signed, the plat recorded with the County Clerk, any and all financial security are in place, and any and all other conditions of approval have been met.

14.4 PLANNING BOARD WAIVERS

A. When the Planning Board finds that because of unusual circumstances of shape, topography, or other physical features of the proposed subdivision or because of the nature of adjacent developments, extraordinary hardship may result from strict compliance with this Article, it may waive certain requirements of this Article so that substantial justice may be done and the public interest secured, provided that no such waiver will be granted which will have the effect of nullifying the intent and purpose of the Official Map, Zoning Ordinance, or other ordinances of the City.

B. In granting changes and modifications, the Planning Board may require such conditions as will, in its judgment, secure substantially the objectives of the standards or requirements so changed or modified.

C. The Planning Board may waive in whole or part, subject to appropriate conditions or guarantees, for such period as it may determine, the provision of any or all such improvements as in its judgment of the special circumstances of a particular plat or plats are not requisite in the interests of the public health, safety, and welfare. The Planning Board may not waive improvements which the public interest requires. The Planning Board cannot approve exceptions or waivers of conditions unless it makes the findings based upon the evidence presented to the Board in each specific case:

- 1. The granting of the exception or the waiver will not be detrimental to the public safety, health, or welfare or injurious to other property.

Article 14. Subdivision Approval

- 2.** The conditions upon which the request is based are unique to the property for which the relief is sought and are not applicable, generally, to the other property.
- 3.** Because of the particular physical surroundings, shape, or topographical condition of the property involved, a particular difficulty for the owner would result, as distinguished from a mere inconvenience, if a strict interpretation of this Article were carried out.
- 4.** The relief sought will not, in any manner, vary the zoning provisions of this Ordinance, the Comprehensive Plan, or the Official Map.

Article 15. Public Improvements

- 15.1 GENERAL COMPLIANCE
- 15.2 LOT CONFIGURATION FOR SUBDIVISION
- 15.3 NATURAL LAND CHARACTERISTICS
- 15.4 STORMWATER MANAGEMENT
- 15.5 PUBLIC REALM AND RIGHTS-OF-WAY
- 15.6 INFRASTRUCTURE IMPROVEMENTS
- 15.7 UTILITIES AND UTILITY EASEMENTS
- 15.8 OPEN SPACE PRESERVATION AND RECREATION LAND REQUIREMENT
- 15.9 PERFORMANCE GUARANTEES
- 15.10 CONSTRUCTION AND INSPECTIONS

15.1 GENERAL COMPLIANCE

- A. Every lot created by subdivision must conform to the applicable regulations of this Ordinance.
- B. Public improvements required by site plan review must conform to the requirements of this Article.
- C. All public improvements and subdivision monumenting must meet the standard details of the City of Saratoga Springs. The Department of Public Works may modify public improvement standards following a site evaluation and verifying the need for such modifications.

15.2 LOT CONFIGURATION FOR SUBDIVISION

- A. All lots created during subdivision must comply with the minimum lot area and width standards of the applicable zoning district. However, if the subdivision is a conservation design, it is subject to the regulations of conservation design.
- B. Every lot created by subdivision must front on a street and must be substantially similar in shape to those lots on the same block, unless the existing contours of an adjacent street or previously established lot render such shape impractical.
- C. Every lot or parcel of land that is subdivided into two or more lots must be so divided that each separate lot contains a relatively straight boundary line between each lot as much as practical.
- D. Through lots and flag lots must be avoided, except where needed to overcome specific disadvantages of topography and orientation.
- E. The Planning Board may require that lots within a development do not derive access exclusively from arterial or collector streets. If access from such streets is necessary for several adjoining lots, the Planning Board as part of plat approval may require that the lots be served by a combined access drive in order to limit possible traffic hazards. Driveways must be designed and arranged to avoid vehicles having to back out onto arterial or collector streets public ways.
- F. Lots must be laid out to provide positive drainage away from all buildings. Individual lot drainage must be coordinated with the overall storm water management for the development. Adequate and positive drainage must be provided by the developer and builder during grading and finished grading activities.
- G. When feasible, lot arrangement should be such that building sites will afford maximum utilization of energy conservation measures, such as providing for solar access purposes.

15.3 NATURAL LAND CHARACTERISTICS

A. Areas Unsuitable for Development and Hazardous Conditions

Land that the Planning Board finds to be unsuitable for subdivision or development due to flooding, improper drainage, steep slopes, rock formations, adverse earth formations or topography, utility easements, or other features that would be harmful to safety, health, and welfare of residents and/or businesses, and/or negatively impact surrounding areas cannot be subdivided or developed unless adequate methods are implemented by the developer and approved by the

Planning Board to solve the problems created by the unsuitable land conditions. Such land should be set aside for uses, such as open space, which would not create a danger.

B. Preservation of Natural Features and Amenities

Existing natural features and amenities, such as tree stands, watercourses, areas of historic or cultural significance, and similar assets, must be preserved in the design of the subdivision or development when required by the Planning Board. No removal of features is permitted until a preliminary plat or site plan has been approved by the Planning Board.

C. Disposal of Natural and Construction Waste Materials

No cut trees, timber, debris, junk, rubbish, or other waste materials of any kind may be buried in any land or left or deposited on any lot or public right-of-way. Removal of such waste is required prior to issuance of any certificate of occupancy. No such waste may be left behind or deposited in any area of the subdivision or development at the time of expiration of the performance bond or dedication of public improvements, whichever is sooner.

15.4 STORMWATER MANAGEMENT

Stormwater management is required per Article 17 of this Ordinance.

15.5 PUBLIC REALM AND RIGHTS-OF-WAY

The public realm and rights-of-way must be constructed and designed in accordance with Article 18 of this Ordinance.

15.6 INFRASTRUCTURE IMPROVEMENTS

A. Engineering Standards

All infrastructure improvements must meet the engineering standard details of the City of Saratoga Springs. The Department of Public Works may modify such standards following a site evaluation and verifying the need for such modifications.

B. Sanitary Sewer

Requirements and regulations for sanitary sewer are found in Chapter 231, Water and Sewers, of the City Code.

C. Water Supply

Requirements and regulations for water supply are found in Chapter 231, Water and Sewers, of the City Code.

15.7 UTILITIES AND UTILITY EASEMENTS

A. Utility services should be clustered within a single easement when practical.

B. The developer must provide underground utilities unless specific site conditions make the installation of underground utilities impractical, subject to verification by the Department of Public Works.

C. On all preliminary and final plats and site plans, developers are required to dedicate easements for public utilities. Such easements must be at least 30 feet in width. The developer must take such actions as are necessary to ensure the coordination and continuation of utility easements established on adjacent properties with those proposed within his/her development. Easements must be indicated on the plats.

D. Temporary construction easements exceeding the width of permanent easements may be required as necessary until completion of any one project.

E. The City and public utility companies must have the perpetual right, privilege, and authority to construct, reconstruct, repair, inspect, maintain, and operate the variety of utility transmission and distribution systems within such easement, together with right of access across the property for necessary personnel and equipment to do work.

F. No permanent buildings are permitted within the easement, but the easement may be used for gardens, shrubs, landscape, and other purposes that do not interfere with the utility and its maintenance. However, within these easements, the right is also granted to cut down and trim or remove any fences, temporary structures, trees, shrubs, or other plants, without compensation, that interfere with operation of the utilities.

G. The City may vacate such easements dedicated when the utility companies or other affected governmental units have agreed to the release of the easement. In order to vacate a utility easement, the Department of Public Works must receive written confirmation from all utility companies and governmental units that provide infrastructure at that location indicating there is no objection to the vacation. An easement may be vacated by a re-plat of the plat that originally dedicated the easement.

15.8 OPEN SPACE PRESERVATION AND RECREATION LAND REQUIREMENT

A. Applicability

1. Upon finding that a proper case exists for requiring a park or other recreational purpose within the City, the Planning Board will require an offering of usable land for active recreation or passive open space, or fee in lieu of land, for each new residential unit created through the subdivision or site plan review processes, with the following exceptions:

a. Conservation Subdivisions are exempt from the applicable requirements in Sections 15.8.B through 15.8.E. This exemption does not apply to subdivisions classified as conventional by the provisions of Section 16.7.

b. When public civic space is required by Section 9.3, such land area is counted toward the required land area of this section.

2. The Planning Board's finding must include an evaluation of the present and anticipated future need for park and recreational facilities based on projected population growth to which the particular site plan or subdivision will contribute.

B. Required Land Area

1. The owner must offer or provide to the City Class A or Class B Type Usable Land, or combination thereof, equal in size to at least 10% of the subject parcel(s) for use as recreational land.

a. Class A Type Usable Land – Active Recreational Land

Class A Type usable land refers to developable land generally devoid of wetlands, drainage courses, steep slopes, and the like. The Planning Board may specify which lands within the development plan must be dedicated for parkland and may seek recommendations from the City Recreation Commission on such offers. The Planning Board may require that the owner suitably grade the offered land.

b. Class B Type Usable Land – Passive Recreational Land/Open Space Preservation

Class B Type usable land refers to land not suitable generally for development except for passive open space. Unique and scenic areas and those areas bordering streams, lakes or other watercourses may be given special consideration by the Planning Board and, should they be deemed essential or desirable for public open spaces, the Planning Board may request that the owner offer or provide Class B Type Usable Land to be defined and preserved as passive open space. The Planning Board may seek recommendation from the Open Space Advisory Committee on its determination.

C. Payment of Fee in Lieu of Usable Land

In the event the Planning Board makes a finding that the proposed development plan presents a proper case for requiring a park or parks suitably located for playgrounds or other recreational purposes, but that a suitable park or parks of adequate size to meet the requirement cannot be properly located on the site, or that the site is not desirable to provide passive open space. The Planning Board may require a sum of money in lieu thereof to be established by the legislative body. The fee is required for each new residential unit created and shall be paid prior to Chair signature on any final plans. The fee must be used by the City exclusively for neighborhood park, playground, or recreation purposes including the acquisition and improvement of property, preservation of open space, or stewardship of existing open space.

D. Combination of Land and Fee in Lieu

If the Planning Board determines that only a portion of the 10% area offered or provided by the owner is acceptable for public use, then the owner must dedicate or conserve the acceptable land and pay a fee equal to the difference in the percentage of land offered and the 10% required.

E. Prior Land Set Aside for Subdivision

If the land included in a site plan is a portion of a previously approved subdivision, the Planning Board will credit the applicant for any land set aside or money donated in lieu thereof under such subdivision plat approval. In the event of re-subdivision of such plat, nothing precludes the additional reservation of parkland or money donated in lieu thereof.

F. Management of Recreation Land and Open Space

1. General Regulations

a. If the recreation land or open space land will not be City owned, a management and ownership plan must be prepared and submitted and must be owned and managed by one or a combination of the following. The management plan must meet the applicable standards for each ownership type.

b. The association or organization responsible for the recreation land is responsible for all maintenance. If the recreation land connects to and/or impacts any public areas, if any damage or negative impacts occur, the association or organization is responsible for any repairs and/or reconstruction.

2. Homeowners Association

a. The developer must provide the City with a description of the association, proof of incorporation of the association, a copy of its bylaws, and satisfactory proof of adoption thereof, a copy of the declaration of covenants, easements, or restrictions or similar document(s) regulating the use of the property and setting forth methods for maintaining the recreation land.

b. The association must be organized by the developer and operated with financial subsidization from the developer before the sale of any lots within the development.

c. Membership in the association is mandatory for all purchasers of homes therein and their successors. The conditions and timing of transferring control of the association from developer to the homeowners must be identified.

d. The association is responsible for maintenance and insurance on recreation land owned by the association, enforceable by liens placed by the homeowners' association. Maintenance obligations also may be enforced by the City, which may place liens to recover its costs. Any governmental body with jurisdiction in the area where the development is located may place liens on the owners of the recreation land to collect unpaid taxes.

e. The members of the association must share equitably the costs of maintaining recreation land owned by the association. Shares must be defined within the association bylaws or declaration. Association dues must be structured to provide for both annual operating costs and to cover projected long-range costs relating to the repair of any facilities and must be reserved for such purposes.

f. The association must have or hire adequate staff to administer the facilities and to properly and continually maintain the recreation land.

g. The homeowners' association may lease recreation land lands to any other qualified person or corporation for operation and maintenance of such lands, but such a lease agreement must provide:

i. That the residents of the development will at all times have access to the open space lands contained therein (except that access to land that is actively farmed).

ii. That the recreation land to be leased must be maintained.

iii. That the operation of recreation land may be for the benefit of the residents only or may be open to the public, at the election of the developer and/or homeowners' association, as the case may be.

h. Homeowners' association documentation approved by the City demonstrating compliance with these provisions must be recorded with the final plat or final site plan, and proof of recording thereof must be provided to the City prior to the issuance of any building permits for the property. At the time of preliminary plan submission, the applicant must provide draft homeowners' association documentation with sufficient detail to demonstrate compliance with this section.

3. Condominium Association

To the degree applicable, condominium documents must comply with item 1 above for homeowners' associations. Condominium documents must be recorded with the final plat or final site plan. At the time of preliminary plan submission, the applicant must provide draft condominium documents with sufficient detail to demonstrate compliance with this section.

4. Private Conservation Organization

With the permission of the City, an owner may transfer either fee-simple title of the recreation land or easements on the recreation land to a private, conservation organization among whose purposes it is to conserve open space and/or natural resources, provided that:

- a. The organization is acceptable to City, and is a bona fide conservation organization with perpetual existence.
- b. The conveyance contains appropriate provision for proper reverter or retransfer in the event that the organization becomes unwilling or unable to continue carrying out its functions.
- c. The recreation land is permanently restricted from future development through a conservation easement and the City is given the ability to enforce these restrictions.
- d. A maintenance agreement acceptable to the City is entered into by the developer and the organization.

5. Private Ownership

An individual who will maintain the land for recreation land purposes, as provided by a conservation easement. This option may be used only on a very limited basis for unique situations where no other options are practical, as approved by the Planning Board.

15.9 PERFORMANCE GUARANTEES

A letter of credit or acceptable equivalent security must be delivered to the City to guarantee that the applicant will construct and complete the required improvements as indicated on the approved site plan or subdivision plat. The Planning Board may waive the requirement for a performance guarantee if the estimated cost of site improvements is less than \$10,000 with approval by the Department of Public Works.

A. Establishment of Performance Guarantee

1. The performance guarantee must cover the full estimated cost of required off-site improvements within the public right-of-way and areas to be dedicated to the City or utilities to be dedicated to the City and 25% of the full estimated cost of required on-site improvements. These improvements may include grading, curbs, sidewalks, utilities, street lighting, driveways, parking lots, plantings, signs, and the like.
2. Estimates of construction costs are to be submitted to the Planning Board by the applicant's New York State licensed professional engineer or landscape architect. The Department of Public Works must review and revise estimated costs in accordance with current construction standards and practices or as modified by the Planning Board.
3. The performance guarantee must comply with the requirements of the adopted City Council policy, as may be amended from time to time.
- d. The performance guarantee must be valid for no less than 12 months and expires at quarterly intervals. Upon completion of all required construction, and with approval of the Department of Public Works, the City will cancel the performance guarantee by written notice to the applicant.

B. Amendment and/or Extension to Performance Guarantee

An applicant may request to extend and/or amend the original performance guarantee. The Planning Board Chairperson, in consultation with staff, may act upon the request administratively and report such action to the Board in a timely manner, or may refer the request to the Planning Board for its review. All requests to extend or amend must be approved by the Department of Public Works. All applications for amendment or extension must be accompanied by the required fee.

15.10 CONSTRUCTION AND INSPECTIONS

Construction and inspections are conducted by the Department of Public Works.

A. Pre-Construction Conference

Following final plat and site plan approval, a pre-construction conference must be held with the Department of Public Works and relevant department staff to discuss construction schedules, process and inspections.

B. Construction Notifications

The owner or designated representative must notify the Department of Public Works 48 hours prior to commencing any work and prior to resuming work if the contractor is absent from the site for more than seven days. In addition, the Department of Public Works must be notified prior to any of the following construction activities:

1. Site clearing
2. Sanitary sewer installation
3. Storm sewer installation
4. Waterline installation
5. Sub-grade preparation
6. Gravel installation
7. Asphalt binder and wearing courses and curbing
8. Blasting
9. Any special construction

Failure to notify the Department of Public Works of these activities prior to completion will make the work subject to rejection, excavation, and inspection at the applicant's expense.

C. Inspections

1. The Department of Public Works will inspect the required construction activity. The applicant is responsible for all inspection fees as established by the City Council.
2. If the Department of Public Works finds that the required improvements have not been constructed in accordance with approved plans and specifications, The Department of Public Works will report such to the City Attorney, the Building Inspector, and the Planning Board. The City Attorney will notify the applicant and, if necessary, the financial guarantor, and take all necessary steps to preserve the City's rights under the performance guarantee.
3. The Department of Public Works has the authority to suspend work on any site if it is found to be in violation of the approved plat or plan or is conducted in an unsafe or dangerous manner. All unauthorized activity must be suspended until the stop work order has been rescinded.
 - a. The stop work order must be in writing and must state the conditions under which the activity may resume.
 - b. The stop work order will be presented to the person performing the work and, if different, the property owner in person or by certified or registered mail, and may be placed upon a conspicuous portion of the building or premises in use.

Article 15. Public Improvements

4. The Department of Public Works has the authority to direct or take immediate action to abate or remedy any hazard or imminent danger to the public health, safety, or welfare. Any documented costs incurred by such action will be paid for by the owner of such property or person responsible. The City is authorized to institute a suit, if necessary, against the person liable for such expenses or to place a lien against the property in order to recover the said costs.

5. Upon completion of all required improvements, the applicant must submit proposed "as-built" drawings to the Department of Public Works for review and approval.

Article 16. Conservation Design

- 16.1 PURPOSE
- 16.2 APPLICABILITY
- 16.3 USES PERMITTED
- 16.4 CONSERVATION DESIGN PROCESS
- 16.5 CONSTRAINED LAND ANALYSIS
- 16.6 CONSERVATION FEATURES ANALYSIS
- 16.7 EXEMPTION FROM CONSERVATION DESIGN
- 16.8 CONSERVATION EASEMENTS
- 16.9 DIMENSIONAL AND SITING STANDARDS
- 16.10 DESIGN STANDARDS

16.1 PURPOSE

The purpose of conservation design is to achieve a balance between well designed residential development, meaningful open space conservation, and natural resource protection in the countryside by requiring conservation design instead of conventional subdivision. Conservation design standards guide development so that it locates and coordinates areas for development where the conservation of natural features is prioritized, and provides common open space areas for passive and/or active recreational use by residents of the development and, where appropriate, the larger community.

16.2 APPLICABILITY

Conservation design is required for subdivisions in the RR and SR Districts. The Planning Board may authorize conservation design in any residential district following an evaluation of the constrained land and conservation features analyses.

16.3 USES PERMITTED

Only single-family and single-family attached dwellings are permitted within a conservation design.

16.4 CONSERVATION DESIGN PROCESS

The following provides an overview of the conservation design process:

- A. The conservation design subdivision application process is as described in Article 14 and in accordance with this Article.
- B. Analysis of constrained land of the property is required, as identified in Section 16.5.
- C. Calculation of base density based on remaining developable land.
- D. Analysis of conservation features of the property is required, as identified in Section 16.6.
- E. The Planning Board will not accept any application that does not include complete constrained land and conservation features analyses sufficient for the Planning Board to make its conservation findings.
- F. Calculation of density bonus, if applicable.
- G. All constrained land and the conservation features must be placed within the conservation easement.
- H. The land area outside of the conservation easement, may be developed according to the density and design standards of Section 16.9.

16.5 CONSTRAINED LAND ANALYSIS

Constrained land is any land classified as:

- A. Wetlands.
 - 1. The conservation analysis must show all wetlands as defined by the Federal Clean Water Act and the NYS Department of Environmental Conservation (NYS DEC).

2. U.S. Fish and Wildlife Service National Wetlands Inventory maps, NYS DEC wetlands maps, and other sources required by the City may be used to identify wetlands.

3. If wetlands are present, a wetlands assessment must be submitted prior to consideration of a preliminary plat as required by the U.S. Army Corps of Engineers or the NYS DEC. The name and address of the individual who conducted the wetland assessment must be indicated on the development project plan.

4. Wetlands must be shown on the constrained land analysis by a line denoting the boundary of wetlands or a note stating that no wetlands exist on the site.

B. Watercourses. Topographic maps must be used to determine the presence of watercourses and drainage courses. If engineering studies provide the basis for topographic or flood plain information, they must be approved by a professional engineer.

C. 100-year floodplains as shown on FEMA flood insurance rate maps or more current sources of information.

D. Steep slopes over 15% of a minimum of 2,000sf of contiguous sloped area. The constrained land analysis must show existing slopes greater than 15%. Slopes between 15% to 25% must be distinguished from slopes greater than 25%.

16.6 CONSERVATION FEATURES ANALYSIS

A. Purpose

The purpose of the conservation analysis is to identify additional natural resources outside of constrained land to be preserved. The conservation analysis describes the importance and the current and potential conservation value of all land on the site. The conservation analysis shows those lands with conservation value including, but not limited to, the following:

1. Land exhibiting present or potential recreational, historic, cultural, ecological, agricultural, water resource, scenic, or other natural resource value, as identified in item B below.
2. Open space and recreational resources described in the City's Comprehensive Plan, Urban and Community Forest Master Plan, the Saratoga Springs Open Space Plan and the Saratoga Greenbelt Trail Plan, and any Natural Resources Inventory conducted by the City.

B. Conservation Features Analysis – Required Elements

A conservation features analysis must address, at a minimum, each element of this section, including statements that such resources are not present.

1. Sensitive Soils

The conservation analysis must show sensitive soils as identified on any soil survey prepared for a government body. Soil limitations on development must be noted on the conservation analysis. Severe soil limitations must also be noted and described, which are defined as having one or more of the following characteristics as identified below:

- a. Seasonal high water table
- b. Subject to flood hazard
- c. Poor drainage
- d. High shrink/swell potential
- e. Shallow depth to bedrock
- f. Excessive slopes
- g. High susceptibility to erosion
- h. Agriculturally significant soils

2. Wetland Buffers

Wetland buffers as required in Article 7.

3. Woodlands

The conservation analysis must show woodlands indicated by the most current aerial photos from the City or County, or other available sources. Woodlands are areas of trees whose combined canopies cover a minimum of 80% of an area of one acre or more. Such areas must be delineated by a circumferential line extending to the outer perimeter of the tree canopies. Tree varieties and range of size must be indicated. If historic aerial photos of the woodlands are available, those must be included as part of the analysis.

4. Threatened and Endangered Species

The conservation analysis must show generally the habitat and location of flora and fauna designated as rare, threatened, endangered, in need of conservation, or listed as watch list species, as determined by the U.S. Fish and Wildlife Service, NYS DEC, or other sources required by the City, known to exist on the property proposed for development.

5. Existing Wildlife

A general description of existing wildlife seen or known to exist on the subject property must be set forth in a note on the conservation analysis. The note must address potential wildlife management problems (e.g., displacement, residential interactions, road crossings, movement corridors) related to the proposed development.

6. Cultural and Historic Resources

Any cultural or historic resources identified by the City, NYS Office of Parks, Recreation, and Historic Preservation, and any other known or identified cultural or historic resources.

7. Context

In addition to describing the conservation features on-site, an inventory of conservation features within 200 feet of the subject property's boundary is required. In addition to the conservation features outlined in this section, the context analysis should also show any constrained features (per Section 16.5 above) within this 200 foot area.

16.7 EXEMPTION FROM CONSERVATION DESIGN

If, based upon the conservation analysis, the Planning Board determines in its conservation findings that there is no reasonable basis for requiring a conservation subdivision, the Board may approve a conventional development of the site. Such determination will be made during the sketch plat process.

A. In order for the Planning Board to make such a determination, the applicant must demonstrate at least one of the following:

1. The land contains no substantial resources with conservation value and no areas offer an opportunity for restoration.
2. The acreage is too small to preserve a substantial amount of land with conservation value. This criterion cannot be evaded by piecemeal subdivision of larger tracts.
3. The lot configuration is unique and precludes preservation of a substantial amount of land with conservation value.
4. That there are extraordinary circumstances unique to the parcel that demonstrates that conventional subdivision is in the best interest of the adjacent neighborhoods.

B. The applicant must also demonstrate that the property does not adjoin other land that, when combined with open space on the subject parcel, would result in the preservation of a substantial amount of land with conservation value, including any portion of a designated trail corridor, regardless of whether or not the adjoining parcels have been protected as open space.

C. An approval of a conventional subdivision must refer to the conservation findings and may be conditioned upon the protection by conservation easement of select portions of the site identified in the constrained land and conservation analyses and findings as having conservation value.

16.8 CONSERVATION EASEMENTS

A. Required Land Area for Conservation Easement

The preliminary plat must show the following land to be preserved by conservation easement:

1. Constrained Land

All land identified as constrained land, as defined in Section 16.5.

2. Conservation Features

a. Conservation features identified in the conservation features analysis, as described in Section 16.6, will be reviewed and analyzed by the Planning Board during the initial preliminary plat review to determine which of the identified areas are most important to preserve. The Planning Board will indicate which of the lands identified in the conservation features analysis are most important to preserve. The Planning Board will make the final determination as to which land has the most conservation value and must be protected from development by conservation easement.

b. The Planning Board will identify the following minimum amounts of land area of conservation features to be preserved in a conservation easement. These minimums are calculated based on land area minus all constrained lands.

i. In the RR District, a minimum of 50% of the developable land area must be conserved.

ii. In the SR District and other residential districts, a minimum of 35% of the developable land area must be conserved.

c. As part of this analysis, the preliminary plat must also show preferred locations for intensive development and acceptable locations for less dense development.

d. Whenever the Planning Board approves a plat with protected open space, it must make written findings identifying the specific conservation values protected and the reasons for protecting such land (conservation findings).

B. Conservation Easement Requirements

The conservation easement will include all constrained lands and those conservation features identified by the Planning Board in item A above.

1. A perpetual conservation easement restricting development of the land identified in item A above and allowing use only for agriculture, forestry, passive recreation, protection of natural resources, or similar conservation purposes, pursuant to § 247 of the General Municipal Law and/or §§ 49-0301 through 49-0311 of the Environmental Conservation Law, is required. A land management plan is required that describes the ownership and maintenance of the easement in one of the forms allowed in Section 15.8.F, and must be approved by the Planning Board. Applicants must submit a digital file that indicates the location of the conservation easement that can be integrated into the City's GIS mapping system.

2. The conservation easement may be contained in a separate lot within the development, which does not include any other development. Alternatively, it may be included as a portion of one or more lots within the development where dwellings may be constructed on that portion of the lot not in a conservation easement.

3. Such conservation easement must be approved by the Planning Board and is required as a condition of final plat approval. The Planning Board will require that the conservation easement be enforceable by the City if the City is not the holder of the conservation easement.

4. The conservation easement must be recorded in the County Clerk's Office prior to or simultaneously with the filing of the final plat in the County Clerk's Office. Proof of such recording must be provided to the City prior to a building permit being issued.

5. A land management plan, approved by the Planning Board, must be included in the conservation easement. The conservation easement must provide that if the City Council finds that the land management plan has been violated in a manner that renders the condition of the land a public nuisance, the City may, upon 30 days written notice to the owner, enter the premises for necessary maintenance, and that the cost of such maintenance by the

City will be assessed against the landowner or, in the case of an homeowner's association, the owners of properties within the development. If unpaid, it will become a tax lien on such property or properties.

6. The conservation easement must be clearly delineated and labeled on the final plat as to its use, ownership, management, method of preservation, and the rights, if any, of the owners of lots in the subdivision and the public to the land under the easement. The final plat must clearly show that the land is permanently preserved for conservation purposes by a conservation easement required by this section, and include deed recording information in the County Clerk's office for the conservation easement.

16.9 DIMENSIONAL AND SITING STANDARDS

The following dimensional and siting standards apply with a conservation design.

A. Density

The permitted residential density for the development as a whole is calculated as follows:

1. Subtract the constrained land (Section 16.8.A) from the total area of the parcel to determine developable land.
2. Divide the developable acreage by the minimum lot size for a single-family dwelling of the zoning district. Fractions of less than one-half are disregarded and fractions of one-half or more are rounded up. This determines the total number of lots allowed within the development.
3. The constrained land and the minimum percentage of the remaining developable land per Section 16.8.A.2.b must be placed in conservation easement. The remaining land will include the dwellings.
4. Density may be increased by up to 20%, at the discretion of the Planning Board, where it finds one of the following:
 - a. The project provides public open space or public recreation benefits. Examples of such benefits include, but are not limited to: the provision of a new recreational opportunity available to the public in an area where there has not been such an opportunity; and the provision of public access to an important natural or park area.
 - b. The project provides a desirable mix of affordable housing. Examples include the provision of at least 20% of the housing mix below the median housing price. Such houses or lots must be set aside for purchase by low and moderate income households, as those terms are currently defined by the City's Community Development Office. The Board may establish such other conditions with respect to the purchase and occupancy of affordable housing, as it deems appropriate.
5. There is no minimum lot size in a conservation design. The Planning Board will determine appropriate lot sizes in the course of its review of a conservation design based upon the purposes and design criteria established in this Article.

B. Dimensional Standards

The applicant will propose dimensional standards for lots within a conservation design in conformance with Table 16-A: Dimensional Standards for Conservation Design below. The Planning Board as indicated in Table 16-A below may modified the standards as part of the approval.

Table 16-A: Dimensional Standards for Conservation Design	
Minimum Lot Area	Determined by Planning Board
Minimum Lot Width	Determined by Planning Board
Maximum Building Coverage	Unless modified by the Planning Board: 2 or more acres: 20% 1 acre to less than 2 acres: 25% Less than 1 acre: 30%
Maximum Impervious Surface Coverage	Unless modified by the Planning Board: 2 or more acres: 20% 1 acre to less than 2 acres: 40% Less than 1 acre: 60%
Maximum Building Height	No modification allowed from underlying zoning district
Minimum Front Setback	20' unless modified by the Planning Board
Minimum Interior Side Setback	15' unless modified by the Planning Board
Minimum Corner Side Setback	10' unless modified by the Planning Board
Minimum Rear Setback	30' unless modified by the Planning Board

C. Lot Arrangement

1. Lots must be arranged in a manner that protects land of conservation value, and facilitates pedestrian and bicycle circulation. Permitted building locations or areas ("building envelopes") must be shown on the final plat.
2. For developments of more than 40 residential dwellings, dwellings must be clustered according to the following standards. The Planning Board may waive this requirement as part of conservations design approval.
 - a. Each residential cluster is limited to no more than 20 dwellings.
 - b. Residential clusters should be located a minimum of 150 feet apart lot line to lot line, separated by greenbelts or other natural features. The greenbelts may include bike paths or hiking trails, but no development is permitted within these separation areas.
 - c. Residential clusters must be located to minimize negative impacts on the natural, scenic, and cultural resources of the site.
 - d. Residential clusters must be sited to achieve the following goals:
 - i. Minimize disturbance to natural areas. Clear-cutting is prohibited.
 - ii. Prevent downstream impacts due to runoff through adequate on-site stormwater management practices.
 - iii. Protect scenic views of open land from adjacent roads to the extent practical.
 - e. Whenever possible, open space must connect with existing or potential open space on adjoining parcels and local or regional recreational trails.
 - f. Whenever possible, fragmentation of woodland areas and other natural ecosystems must be avoided. Contiguous swaths of undisturbed or restored habitat should be preserved to create corridors for the movement of wildlife and natural resources, and to promote biodiversity.

16.10 DESIGN STANDARDS

A. Landform

Landform is the gradient, slope form, and orientation of development in relationship to the shape of the land. Landform is the signature element that is essential for achieving an environment that has its own identity or sense of place.

1. Locally distinct natural landform features should generally be left in a natural state.
2. Natural rural landforms are typically soft and roll due to the rounding effect of wind and water over time. Geometric landforms may also be present in areas of shallow bedrock or seasonal flooding. The character and diversity of the natural landform should be reflected in grading to accommodate development.
3. Minimize cuts and fills. When grading is necessary, slopes should be graded to mimic existing slopes and blend smoothly into the surrounding landform. Graded slopes should be a maximum of 1:5 and gradually blend into surrounding slopes.

B. Vegetation

Vegetation is the review of varying plant forms and their relationship to development and its mass on the landscape. In addition to the benefits plants offer the ecological system (soil stabilization, clean air, wildlife habitat) their presence or absence, how they are configured or arranged, and their species has a significant influence on development character. In the rural environment vegetation, not structures, is the primary determinant of how far we can see and where we look. Every effort should be made to:

1. Preserve existing vegetation patterns and species mix and density.
2. Select and place new vegetation in ways that enhance the indigenous vegetation characteristics.
3. Vegetation in undeveloped rural areas is typically clustered. Rural vegetation should not be in geometric patterns that are associated with the urban environment.
4. Use existing vegetation and topography to screen new buildings if possible.

C. Structures

The height, placement, form, and pattern of building envelopes can establish an urban or rural character to any development. The intent of this section is to identify building envelopes, forms and patterns that are complementary to and reflective of rural characteristics.

1. Building envelopes in rural areas should be designed to maximize the preservation of the site's natural features (e.g., landform, vegetation), whereas, in more urban environments, sites are more often modified to accommodate the building.
2. The placement of building envelopes in relationship to rights-of-way critically affects the character of a community. Varied setbacks provide a different experience than a street where buildings are placed uniformly along a street.
3. Rural placement is historically deeper and more varied than in urban environments and therefore recommended.
4. When building envelopes must be placed in open fields they should be oriented to and reflect the alignment and orientation of the site's natural features.
5. Site building envelopes so that treetops and crest lines of hills as seen from public places and roads will screen future buildings. Use vegetation as a backdrop to reduce the prominence of the structure. Wherever possible, open up views by selective cutting of small trees and pruning lower branches of large trees, rather than by clearing large areas or removing mature trees.
6. The dominant visual context from the rural roads should be of natural and agricultural features, with structures visually subservient. Typically, development should be interior lot development with 70% of the immediate highway viewshed preserved.

7. The following structural guidelines apply only to structures in conservation subdivisions, which are also located in architectural review districts. The intent in these areas is to have the mass and roof forms of structures contribute to the rural character of the development. These guidelines are examples of the preferred way to design and site uses but they should not be considered the only acceptable solution.

a. Massing of structures or structural elements influences rural character. Historically, rural buildings were often an assemblage of additions. These additions over time created a complexity of roof forms that have become icons associated with our rural agrarian environments.

b. Rural roof form options include, but are not limited to, symmetrically pitched or hip roofs with or without gables and horse barn-type roof ends.

D. Circulation Systems

Circulation systems are comprised of both vehicular, pedestrian, and bicycle systems. In general, rural systems are curvilinear in alignment, a pattern that evolved out of historic systems following the lines of least resistance (e.g., stream corridors) following natural landforms.

1. Whenever possible, roads (and the resultant lot layout) should be planned and designed so the site's cultural and environmental features are preserved and enhanced.

2. Vehicular and pedestrian circulation systems should retain and reuse historic farm roads, railroads, trolley lines and lanes. This guideline allows a development to build upon the site's historic context while minimizing clearing and disruption of the landscape. Care should be taken to apply this guideline only where its implementation would not destroy the historic lanes, hedgerows, and stone walls it was meant to preserve. Otherwise, vehicular and pedestrian circulation systems should be arranged to reflect the patterns of the site landform, vegetation, water bodies and vegetation massing.

3. Minimize clearing of vegetation at the edge of the road, clearing only as much as is necessary to create a driveway entrance with adequate sight distance. Use curves in the driveway to increase the screening of buildings.

4. Rural road edges are historically unprotected (e.g., no curbs or gutters, with only a shoulder for user safety).

5. Trail systems connecting destination areas should be designed in accordance with the guidelines of the Saratoga Greenbelt Trail Plan, comprised of flexible materials (e.g., asphalt, stone dust, bark, wood chips), and connect areas of concentrated development.

6. Sidewalks should only be used to connect facilities within areas of concentrated development.

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- 17.1 STATUTORY AUTHORITY
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- 17.3 STORMWATER MANAGEMENT OFFICER
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- 17.8 ADMINISTRATION AND ENFORCEMENT
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17.1 STATUTORY AUTHORITY

In accordance with Article 10 of the Municipal Home Rule Law of the State of New York, the City Council of Saratoga Springs has the authority to enact local laws and amend local laws and for the purpose of promoting the health, safety, and welfare of the City, and for the protection and enhancement of its physical environment. The City Council of Saratoga Springs may include in any such local law provisions for the appointment of any municipal officer, employees, or independent contractor to effectuate, administer and enforce such local law.

17.2 PURPOSE AND FINDINGS OF FACT

A. Purpose

The purpose of these regulations is to establish minimum stormwater management requirements and controls to protect and safeguard the general health, safety, and welfare of the public residing within this jurisdiction and to address the findings of fact of item B below. This Article seeks to meet those purposes by achieving the following objectives:

1. Meet the requirements of Minimum Control Measures 4 and 5 of the SPDES General Permit for Stormwater Discharges from Municipal Separate Stormwater Sewer Systems (MS4s), Permit No. GP-0-15-003 or as amended or revised.
2. Require land disturbance activities to conform to the substantive requirements of the New York State Department of Environmental Conservation State Pollutant Discharge Elimination System (SPDES) General Permit for Construction Activities GP-0-20-001 or as amended or revised.
3. Minimize increases in stormwater runoff from land disturbance activities in order to reduce flooding, siltation, increases in stream temperature, and streambank erosion and maintain the integrity of stream channels.
4. Minimize increases in pollution caused by stormwater runoff from land disturbance activities which would otherwise degrade local water quality.
5. Minimize the total annual volume of stormwater runoff which flows from any specific site during and following development to the maximum extent practicable.
6. Reduce stormwater runoff rates and volumes, soil erosion and non-point source pollution, wherever possible, through stormwater management practices and to ensure that these management practices are properly maintained and eliminate threats to public safety.

B. Findings of Fact

It is hereby determined that:

1. Land disturbance activities and associated increases in site impervious cover often alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, stream channel erosion, or sediment transport and deposition.
2. This stormwater runoff contributes to increased quantities of waterborne pollutants, including siltation of aquatic habitat for fish and other desirable species.
3. Clearing and grading during construction tends to increase soil erosion and add to the loss of native vegetation necessary for terrestrial and aquatic habitat.

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4. Improper design and construction of stormwater management practices can increase the velocity of stormwater runoff thereby increasing stream bank erosion and sedimentation.
5. Impervious surfaces allow less water to percolate into the soil, thereby decreasing groundwater recharge and stream base flow.
6. Substantial economic losses can result from these adverse impacts on the waters of the municipality.
7. Stormwater runoff, soil erosion and non-point source pollution can be controlled and minimized through the regulation of stormwater runoff from land disturbance activities.
8. The regulation of stormwater runoff discharges from land disturbance activities in order to control and minimize increases in stormwater runoff rates and volumes, soil erosion, stream channel erosion, and non-point source pollution associated with stormwater runoff is in the public interest and will minimize threats to public health and safety.
9. Regulation of land disturbance activities by means of performance standards governing stormwater management and site design will produce development compatible with the natural functions of a particular site or an entire watershed and thereby mitigate the adverse effects of erosion and sedimentation from development.
10. The boundaries of the City's Municipal Separate Sewer System (MS4) is defined as the entire City of Saratoga Springs, and all lands within its corporate limits.

17.3 STORMWATER MANAGEMENT OFFICER

A. The City designates the City Engineer or his/her designee as the Stormwater Management Officer. The Stormwater Management Officer shall accept and review all stormwater pollution prevention plans and forward such plans to the applicable City board. The Stormwater Management Officer may:

1. Review the plans.
2. Upon approval by the City Council, engage the services of a registered professional engineer to review the plans, specifications and related documents at a cost not to exceed a fee schedule established by the City Council.
3. Accept the certification of a licensed professional that the plans conform to the requirements of this chapter.

17.4 APPLICABILITY

A. A stormwater pollution prevention plan (SWPPP) is required as follows:

1. Basic SWPPP is required for residential development disturbing 1.0 to 5.0 acres, unless a full SWPPP is required by Section 17.5.B.1.a.
2. Full SWPPP is required for residential development disturbing more than 5.0 acres.
3. Basic SWPPP is required for nonresidential and mixed-use development disturbing between 0.25 acre and 0.49 acre.
4. Full SWPPP is required for nonresidential and mixed-use development disturbing between 0.50 acre and 0.99 acre. Post-construction requirements are limited to 100% of the Runoff Reduction volume (RRv) from new impervious cover and 50% of the RRv from existing/redeveloped impervious cover using accepted RRv criteria and methods as prescribed by the New York State Stormwater Management Design Manual.
5. Full SWPPP is required for nonresidential and mixed-use development disturbing 1.0 acre or more.

B. All land disturbance activities subject to review and approval by the Planning Board under subdivision, site plan, special use permit, and/or land disturbance activity regulations are reviewed subject to the standards of this Article.

C. All other land disturbance activities not subject to review by the Planning Board but required under item A above are also to be required to submit a stormwater pollution prevention plan (SWPPP) to the Stormwater Management Officer who will approve the SWPPP if it complies with the requirements of this Article.

D. The following activities are exempt from the stormwater pollution prevention plan requirement.

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1. Agricultural activity of an active farm including grazing and watering livestock, irrigating crops, harvesting crops, and using land for growing agricultural products, but does not include the operation of a dude ranch or similar operation, or the construction of new structures associated with agricultural activities.
2. Silvicultural activity, except that landing areas, log haul roads, and the removal of stumps are subject to these requirements.
3. Routine maintenance activities that disturb less than one acre and are performed to maintain the original line and grade, hydraulic capacity or original purpose of a facility.
4. Repairs to any stormwater management practice or facility deemed necessary by the Stormwater Management Officer.
5. Cemetery graves.
6. Installation of fence, sign, telephone, and electric poles and other kinds of posts or poles.
7. Emergency activity immediately necessary to protect life, property, or natural resources.
8. Activities of an individual engaging in home gardening by growing flowers, vegetable, and other plants primarily for use by that person and household.
9. Landscaping and horticultural activities in connection with an existing structure.

17.5 STORMWATER POLLUTION PREVENTION PLANS (SWPPP)

A. Basic SWPPP

Basic SWPPPs must provide the following information, and erosion and sediment controls:

1. Background information about the scope of the project, including location, type and size of project.
2. Site map/construction drawing(s) for the project at a scale no smaller than 1" = 100', including a general location map. At a minimum, the site map must show:
 - a. Total site area
 - b. All improvements
 - c. Areas of disturbance
 - d. Areas that will not be disturbed
 - e. Existing vegetation
 - f. On-site and adjacent off-site surface water(s), wetlands, and drainage patterns that could be affected by the construction activity
 - g. Existing and final grades (five foot contour interval max)
 - h. Material, waste, borrow, or equipment storage areas
 - i. Location(s) of the stormwater discharge(s)
3. Delineation and description of the soil(s) present at the site, including an identification of the Hydrologic Soil Group (HSG); test pit or soil boring information as required by the Stormwater Management Officer.
4. Construction phasing plan describing the intended sequence of construction activities, including clearing and grubbing, excavation and grading, utility and infrastructure installation and any other activity at the site that results in soil disturbance. Consistent with the New York State Standards and Specifications for Erosion and Sediment

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Control (Erosion Control Manual), not more than five acres can be disturbed at any one time unless pursuant to an approved SWPPP and prior written authorization from the Stormwater Management Officer.

5. Description of the pollution prevention measures that will be used to control litter, construction chemicals, and construction debris from becoming a pollutant source in stormwater runoff.
6. Description of construction and waste materials expected to be stored on-site with updates as appropriate, and a description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to stormwater, and spill prevention and response.
7. Temporary and permanent structural and vegetative measures to be used for soil stabilization, runoff control, and sediment control for each stage of the project from initial land clearing and grubbing to project completion and achievement of final soil stabilization. Measures must meet the requirements of the most current version of the technical standard, New York State Standards and Specifications for Erosion and Sediment Control.
8. A site map/construction drawing(s) specifying the location(s), size(s), and length(s) of each erosion and sediment control practice.
9. Dimensions, material specifications, installation details, and operation and maintenance requirements for all erosion and sediment control practices, including the siting and sizing of any temporary sediment basins.
10. Temporary practices that will be converted to permanent control measures.
11. Implementation schedule for staging temporary erosion and sediment control practices, including the timing of initial placement or implementation of each erosion and sediment control practice and duration that each practice should remain in place or be implemented.
12. Maintenance schedule to ensure continuous and effective operation of the erosion and sediment control practice. The maintenance schedule must be in accordance with the requirements in the most current version of the technical standard, New York State Standards and Specifications for Erosion and Sediment Control.
13. Name(s) of the receiving water(s).
14. Delineation of SWPPP implementation responsibilities for each part of the site.
15. Description of structural practices designed to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable.
16. Any existing data that describes the stormwater runoff at the site.

B. Full SWPPP

1. Land disturbance activities as described in this Article and meeting one of the following conditions must submit a full SWPPP (erosion and sediment controls and post-construction management):
 - a. Condition A. Stormwater runoff from land disturbance activities directly discharging a pollutant of concern to either an impaired water identified on the Department's 303(d) list of impaired waters or a total maximum daily load (TMDL) designated watershed for which pollutants in stormwater have been identified as a source of the impairment.
 - b. Condition B. Stormwater runoff from residential development disturbing more than 5.0 acres.
 - c. Condition C. For nonresidential and mixed-use development:
 - i. Stormwater runoff from nonresidential and mixed-use development disturbing between 0.50 acre and 0.99 acre. Post-construction requirements are limited to 100% of the Runoff Reduction volume (RRv) from new impervious cover and 50% of the RRv from existing/redeveloped impervious cover using accepted RRv criteria and methods as prescribed by the New York State Stormwater Management Design Manual.
 - ii. Stormwater runoff from nonresidential and mixed-use development disturbing 1.0 acre or more.

2. SWPPP Requirements for conditions A, B and C:

- a.** A full SWPPP includes all basic SWPPP requirements, per item 17.5.A above.
- b.** Description of each post-construction stormwater management practice.
- c.** Site map/construction drawing(s) showing the specific location(s) and size(s) of each post-construction stormwater management practice.
- d.** Hydrologic and hydraulic analysis for all structural components of the stormwater management system for the applicable design storms.
- e.** Comparison of post-development stormwater runoff conditions with predevelopment conditions.
- f.** Dimensions, material specifications, and installation details for each post-construction stormwater management practice.
- g.** Maintenance schedule to ensure continuous and effective operation of each post-construction stormwater management practice.
- h.** Maintenance easements to ensure access to all stormwater management practices at the site for the purpose of inspection and repair. Easements must be recorded on the plan and remain in effect with transfer of title to the property.
- i.** Inspection and maintenance agreement binding on all subsequent landowners served by the on-site stormwater management measures.
- j.** The SWPPP must be prepared by a landscape architect, certified professional or professional engineer and must be signed by the professional preparing the plan, who must certify that the design of all stormwater management practices met the requirements of this Ordinance.

C. Other Environmental Permits

The applicant must assure that all other applicable environmental permits have been or will be acquired for the land disturbance activity prior to approval of the final stormwater design plan.

D. Contractor Certification

- 1.** Each contractor and subcontractor identified in the SWPPP who will be involved in soil disturbance and/or stormwater management practice installation must sign and date a copy of the following certification statement before undertaking any land disturbance activity:

I hereby certify that I understand and agree to comply with the terms and conditions of the SWPPP and agree to implement any corrective actions identified by the qualified inspector during a site inspection. I also understand that the owner or operator must comply with the terms and conditions of the most current version of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.

- 2.** The certification must include the name and title of the person providing the signature, address, and telephone number of the contracting firm, the address (or other identifying description) of the site, and the date the certification is made.
- 3.** The certification statement(s) will become part of the SWPPP.

E. On-Site Record of SWPPP

A copy of the SWPPP must be retained at the site of the land disturbance activity from the date of initiation of construction activities to the date of final soil stabilization.

17.6 PERFORMANCE AND DESIGN CRITERIA

All land disturbance activities are subject to the following performance and design criteria:

A. Technical Standards

The following documents serve as the official guides and specifications for stormwater management. Stormwater management practices that are designed and constructed in accordance with these technical documents are presumed to meet the standards imposed by this Ordinance:

1. New York State Stormwater Management Design Manual (New York State Department of Environmental Conservation, most current version, hereafter referred to as the Design Manual).
2. New York State Standards and Specifications for Erosion and Sediment Control (Empire State Chapter of the Soil and Water Conservation Society, most current version, hereafter referred to as the Erosion Control Manual).

B. Equivalence to Technical Standards

Where stormwater management practices are not in accordance with technical standards, the applicant or developer must demonstrate equivalence to the technical standards set forth in this Ordinance and the SWPPP must be prepared by a licensed professional.

C. Water Quality Standards

Any land disturbance activity cannot cause an increase in turbidity that will result in substantial visible contrast to natural conditions in surface waters of the State of New York.

17.7 MAINTENANCE AND REPAIR OF STORMWATER FACILITIES

A. Maintenance and Inspection During Construction

1. The applicant or developer of the land disturbance activity must at all times properly operate and maintain all facilities and systems of treatment and control, and related appurtenances, which are installed or used by the applicant or developer to achieve compliance with the conditions of this Ordinance. Sediment must be removed from sediment traps or sediment ponds whenever their design capacity has been reduced by 50%.
2. For land disturbance activities as defined in this Ordinance and meeting conditions A, B or C, the applicant must have a qualified professional conduct site inspections and document the effectiveness of all erosion and sediment control practices every seven days. Soil disturbances five acres or more in size at any one time require two site inspections every seven days. Inspection reports must be maintained in a log book and be kept on site along with the approved SWPPP.
3. A trained contractor must be on site at all times when construction or grading activity takes place, and must inspect and document the effectiveness of all erosion and sediment control practices.

B. Maintenance Easement(s)

Prior to the issuance of any approval that has a stormwater management facility as one of the requirements, the applicant or developer must execute a maintenance easement agreement that is binding on all subsequent landowners served by the stormwater management facility. The easement must provide for access to the facility at reasonable times for periodic inspection by the City to ensure that the facility is maintained in proper working condition to meet design standards and any other provisions established by this Ordinance. The easement must be recorded by the grantor in the office of the County Clerk after approval by the City Attorney.

C. Maintenance After Construction

The owner or operator of permanent stormwater management practices installed in accordance with this Ordinance must ensure that they are operated and maintained to achieve the goals of this Ordinance. Proper operation and maintenance also includes, as a minimum, the following:

1. A preventive/corrective maintenance program for all critical facilities and systems of treatment and control, or related appurtenances, which are installed or used by the owner or operator to achieve the goals of this Ordinance.
2. Written procedures for operation and maintenance and training new maintenance personnel.
3. Discharges from the stormwater management practices (SMPs) cannot exceed design criteria or cause or contribute to water quality standard violations in accordance with this Ordinance.

D. Maintenance Agreements

The City must approve a formal maintenance agreement for stormwater management facilities binding on all subsequent landowners and recorded in the Office of the County Clerk as a deed restriction on the property prior to final plan approval. The maintenance agreement must be consistent with the terms and conditions of the City's Sample Stormwater Control Facility Maintenance Agreement. The City, in lieu of a maintenance agreement, at its sole discretion may accept dedication of any existing or future stormwater management facility, provided such facility meets all the requirements of this Ordinance and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.

17.8 ADMINISTRATION AND ENFORCEMENT

A. Construction Inspection

1. Erosion and Sediment Control Inspection

a. The Stormwater Management Officer may conduct or require such inspections as necessary to determine compliance with this Ordinance and may either approve that portion of the work completed or notify the applicant wherein the work fails to comply with the requirements of this Ordinance and the SWPPP as approved. To schedule inspections, the applicant must notify the Stormwater Management Officer at least 48 hours in advance before any of the following, as required by the Stormwater Management Officer:

- i. Start of construction
- ii. Installation of sediment and erosion control measures
- iii. Completion of site clearing
- iv. Completion of rough grading
- v. Completion of final grading
- vi. Close of the construction season
- vii. Completion of final landscaping
- viii. Successful establishment of landscaping in public areas

b. If any violations are found, the applicant and developer must be notified in writing of the nature of the violation and the required corrective actions. No further work can be conducted except for site stabilization until any violations are corrected and all work previously completed has received approval by the Stormwater Management Officer.

2. Stormwater Management Practice Inspections

The Stormwater Management Officer is responsible for conducting or ensuring inspections of stormwater management practices (SMPs) after final construction is completed. All applicants are required to submit as built plans for any stormwater management practices located on site. The plan must show the final design specifications for all stormwater management facilities and must be certified by a professional engineer verifying all practices have been constructed in conformance with the SWPPP and are operational.

3. Inspection of Stormwater Facilities After Project Completion

a. Inspection programs must be established on any reasonable basis, including but not limited to: routine inspections, random inspections, inspections based upon complaints or other notice of possible violations, inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants, inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the SPDES stormwater permit, and joint inspections with other agencies inspecting under environmental or safety laws.

b. Inspections may include, but are not limited to: reviewing maintenance and repair records, sampling discharges, surface water, groundwater, and material or water in drainage control facilities, and evaluating the condition of drainage control facilities and other stormwater management practices.

4. Submission of Reports

The Stormwater Management Officer may require monitoring and reporting from entities subject to this Ordinance as are necessary to determine compliance with this Ordinance.

5. Right-of-Entry for Inspection

When any new stormwater management facility is installed on private property or when any new connection is made between private property and the public stormwater system, the landowner must grant the City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection as specified in this section.

B. Performance Guarantee

1. Construction Completion Guarantee

In order to ensure the full and faithful completion of all land disturbance activities related to compliance with all conditions in the approval of the stormwater pollution prevention plan, the City may require the applicant or developer to provide, prior to construction, cash escrow, or irrevocable letter of credit from an appropriate financial or surety institution which guarantees satisfactory completion of the project and names the City of Saratoga Springs as the beneficiary. The security must be in an amount to be determined by City based on submission of final design plans, with reference to actual construction and landscaping costs. The performance guarantee must remain in force until the surety is released from liability by the City, provided that such period will not be less than one year from the date of final acceptance or such other certification that the facility(ies) have been constructed in accordance with the approved plans and specifications and that a one year inspection has been conducted and the facilities have been found to be acceptable to the City. Per-annum interest on cash escrow deposits must be reinvested in the account until the surety is released from liability.

2. Maintenance Guarantee

Where stormwater management and erosion and sediment control facilities are to be operated and maintained by the developer or by a corporation that owns or manages a commercial or industrial facility, the developer, prior to construction, may be required to provide the City with an irrevocable letter of credit from an approved financial institution or surety to ensure proper operation and maintenance of all stormwater management and erosion control facilities both during and after construction, and until the facilities are removed from operation. If the developer or landowner fails to properly operate and maintain stormwater management and erosion and sediment control facilities, the City may draw upon the account to cover the costs of proper operation and maintenance, including engineering and inspection costs.

3. Recordkeeping

The City may require entities subject to this Ordinance to maintain records demonstrating compliance with this Ordinance.

C. Enforcement and Penalties

See Article 20 for enforcement provisions.

17.9 DEFINITIONS

See Article 21 for Definitions and Measurement Methodologies.

Any definitions or measurement methodologies applicable to this Article which are not specified herein or in Article 21 shall be assumed to have the meaning assigned by the technical standards referenced in Section 17.6.A.

Article 18. Public Realm

- 18.1 APPLICABILITY
- 18.2 GENERAL RIGHT-OF-WAY ARRANGEMENT
- 18.3 BLOCKS
- 18.4 GENERAL RIGHT-OF-WAY STANDARDS
- 18.5 SIDEWALK AND MULTI-USE PATH REQUIREMENTS
- 18.6 PEDESTRIAN ZONE
- 18.7 BICYCLE LANE DESIGN STANDARDS
- 18.8 RIGHT-OF-WAY DESIGN

18.1 APPLICABILITY

All public right-of-way construction, reconstruction, and reconfiguration shall be under the statutory authority of the City of Saratoga Springs Department of Public Works, Saratoga County Department of Public Works, or New York State Department of Transportation, as applicable. Any new construction, reconstruction, and reconfiguration of City rights-of-way subject to the requirements of this Ordinance must comply with this Article to the extent that such provisions do not conflict with the statutory authority of the controlling agency. Any standard may be modified as needed by the Department of Public Works to address specific site conditions. A right-of-way must be designed in relation to topographic and drainage conditions, public convenience and safety, and the existing and proposed development served by the right-of-way.

18.2 GENERAL RIGHT-OF-WAY ARRANGEMENT

- A. Public rights-of-way must be arranged so that building sites are approximately at right-of-way grade, unless site specific conditions do not allow it.
- B. The use of public rights-of-way running in an east-west direction and lots on a north-south axis is encouraged for energy conservation of developments.
- C. Public rights-of-way must be properly integrated with existing and proposed system of public rights-of-way and dedicated rights-of-way.
- D. Public right-of-way design and capacity must take into consideration land use traffic generators, such as employment centers, commercial districts and retail centers, and institutional uses, as well as the density of residential neighborhoods.
- E. Public rights-of-way must be laid out to conform as much as possible to the topography, permit efficient drainage and utility systems, and provide convenient and safe access to abutting lots.

18.3 BLOCKS

A. Block Length

New or reconfigured residential blocks must not exceed 1,000 feet in length, unless a greater length is approved by the Department of Public Works. Nonresidential blocks must be of such length and width as deemed necessary by the Department of Public Works and approved by the Planning Board.

B. Block Design

1. The shape of a new block must be generally rectangular, but may vary to conform to natural features, highway and rail rights-of-way, open space boundaries, or particular site constraints. Where blocks curve, they must generally maintain their cardinal orientation over their entire trajectory.
2. New rights-of-way must connect to and extend the existing block network where possible. This requirement does not apply when connections cannot be made because of a natural or man-made barrier, such as existing structures, steep slopes, wetlands and waterbodies, railroad and utility rights-of-way, and open space.
3. All rights-of-way must terminate at other rights-of-way, forming a network. The Planning Board may approve cul-de-sacs and dead-end streets only when they meet both of the following criteria:

- a. No connection is available to an existing adjacent development or a natural or man-made barrier, such as a waterway, railroad, limited-access expressway, or unusual topography, exists that prevents connection.
 - b. The cul-de-sac or dead-end street is no more than 600 feet in length, as measured along the centerline from the closest intersection. The minimum radius of a cul-de-sac shall be 75 feet with a circular turn around pavement of not less than 100 feet in diameter.
4. In new developments, where adjoining areas are not developed, rights-of-way must extend to the project boundary line where feasible to make provision for the future projection of rights-of-way into the adjoining areas.

18.4 GENERAL RIGHT-OF-WAY STANDARDS

New construction, reconstruction, and reconfiguration of rights-of-way subject to the requirements of this Ordinance must comply with this section. Design standards must also be in accordance with the standards of the New York State Department of Transportation (NYSDOT), the American Association of State Highway and Transportation Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD), and the National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide, as updated or amended to the extent that such standards do not conflict with the statutory authority of the controlling agency.

A. Complete Streets

All public and private rights-of-way must be improved as Complete Streets in accordance with the policies of the City of Saratoga Springs Complete Streets Plan. A complete street is defined as right-of-way facilities that are designed and operated to enable safe access for all users. Persons with disabilities, pedestrians, bicyclists, motorists, and transit riders are able to safely move along and across a right-of-way designed as a complete street.

B. Right-of-Way Construction

1. All right-of-way construction and repair must be in accordance with standards and specifications set forth by the City.
2. Vertical and horizontal alignment must be in accordance with standards and specifications set forth by the City.
3. Grades of public rights-of-way must conform as closely as possible to the original topography. A combination of steep grades and curves is not permitted.

C. Intersections

1. Street intersections must be at right angles. If, because of topography or other natural or man-made barriers, an intersection cannot be at right angles, the intersection may use an alternate design that ensures safety.
2. Not more than two public rights-of-way can intersect at any one point unless specifically approved by the Planning Board.
3. Proposed new intersections along one side of an existing public right-of-way must coincide, wherever practicable, with any existing intersections on the opposite side of such public right-of-way. Where rights-of-way intersect arterial or collector streets, their alignment must be continuous.
4. All intersections must follow the guidance of the City's Saratoga Springs Pedestrian Crossing Toolbox.

D. Curb Radius

Curb radii must be a minimum of 25 feet and must be increased proportionately where the angle of intersection is less than 50 degrees. These minimums may be increased where the Department of Public Works finds that larger arcs or radii are necessary for the proper design of the intersection.

E. Utility Installation

Prior to paving of streets or sidewalks, water and sewer mains and services must be in place, or the developer must provide necessary casing for utilities. No pavement may be cut without the approval of the Department of Public Works. No boring of new pavement is allowed for the installation of new service lines mains or other facilities unless approved by the Department of Public Works.

18.5 SIDEWALK AND MULTI-USE PATH REQUIREMENTS

A. All development that involves new construction of a principal building or an increase in floor area of 50% or more to any existing principal building must provide for sidewalks of the minimum dimensions required by this Article. Sidewalks must be installed, widened, or repaired, as appropriate, prior to the issuance of a certificate of occupancy. However, new construction on a lot for a single-family, single-family-attached, or two-family dwelling or an increase in floor area of 50% or more to any such existing dwelling is only required to provide a sidewalk in the following circumstances:

1. When required by the Complete Streets Plan.
2. When located within the Inside District.
3. When the installation of a sidewalk would continue an existing sidewalk system along the blockface.
4. When the Zoning Officer determines, in consultation with the Department of Public Works and the Planning Department Staff, that a sidewalk is necessary.

B. A multi-use path must be installed when required by the City of Saratoga Springs Greenbelt Trail Plan, Complete Streets Plan, and/or any adopted plans and policies. This multi-use path is required in place of or in addition to a sidewalk. In addition, the Planning Board may require a multi-use path instead of a required sidewalk even if not specified within adopted plans and policies.

C. The requirement of a sidewalk may be waived for a fee-in-lieu payment when existing conditions do not allow or the existing character is incongruent with such based on the density of development, anticipated traffic volumes, and/or street lengths and connections. A fee-in-lieu payment waiver is not permitted for a required multi-use path.

1. When development is approved by the Planning Board, the Board will approve the use of a fee-in-lieu payment.
2. When development is approved by the Zoning Officer or administratively, the Department of Public Works and the Planning Department Staff will approve the use of a fee-in-lieu payment.
3. The fee-in-lieu payment amount will be established by the legislative body as part of the fee schedule.

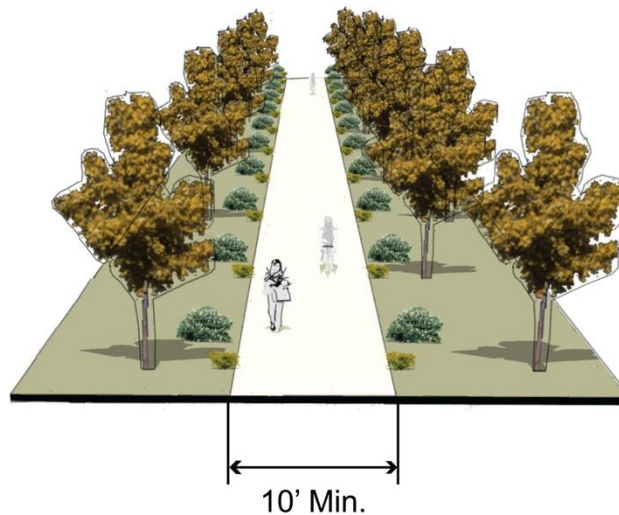
D. Sidewalks must be constructed according to City engineering standards and require the Department of Public Works approval.

E. Multi-use paths must be a minimum of ten feet in width and must meet the standards of National Association of City Transportation Officials (NACTO), as well as the applicable standards of the Manual on Uniform Traffic Control Devices (MUTCD), as updated or amended, and any City engineering standards. In the case of conflict, City standards control.

F. Sidewalks and multi-use paths must be as straight and direct as possible unless specifically designed to follow natural contours and to preserve natural features, such as significant trees. Sidewalks shall be designed to include structural soil under sidewalk flags adjacent to new and existing street trees.

G. Where sidewalks and multi-use paths cross driveways, the sidewalk and multi-use path must remain level, with no change in cross-slope.

MULTI-USE PATH EXAMPLE



18.6 PEDESTRIAN ZONE

A. The pedestrian zone, which is defined as the area between the curb line to the lot line of the adjoining property, is defined as the following zones:

1. Frontage Zone: The area adjacent to the lot line that transitions between the public sidewalk and the building facade.
2. Sidewalk Zone: The portion of the pedestrian zone containing the sidewalk.
3. Tree Belt: The portion of the sidewalk used for streetlights, street trees, landscape, transit stops/shelters, street furniture, etc.
4. Bulb Out: The area where pedestrian access may be extended into the parking lane, by features such as bulb-outs. The extension zone is an optional element.

B. The placement and layout of typical streetscape elements must be in accordance with the following:

1. Frontage Zone: Outdoor sales displays, outdoor seating, outdoor dining, building facade plantings.
2. Sidewalk Zone: Sidewalks
3. Tree Belt: Street lights, street trees and plantings, bollards, outdoor seating, outdoor dining, bicycle racks, public art, utility boxes, transit stops/shelters, other street furnishings, green infrastructure
4. Bulb Out: Curb extensions, which should follow design guidelines from Pedestrian Crossing Toolbox for Bulb Outs

CURB EXTENSION



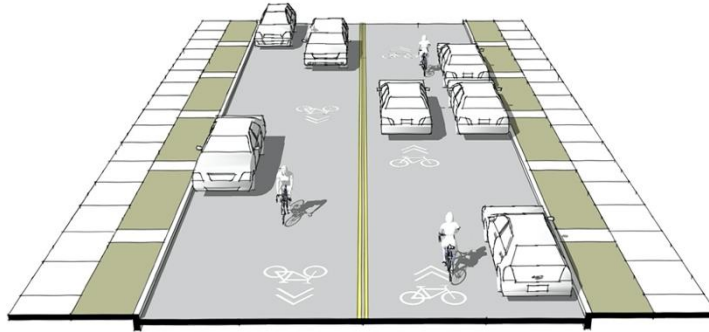
18.7 BICYCLE LANE DESIGN STANDARDS

When required by the Planning Board based on the City of Saratoga Springs Complete Streets Plan and approved by the Departments of Public Works and Public Safety, bicycles lanes must be included in right-of-way construction, reconstruction, and reconfiguration projects. Appropriate designs include, but are not limited to, the design types of this section. Where installed, bicycle facilities, should be constructed in accordance with the Urban Bikeway Design Guide, as updated or amended, published by the National Association of City Transportation Officials (NACTO), as well as the applicable standards of the Manual on Uniform Traffic Control Devices (MUTCD), as updated or amended.

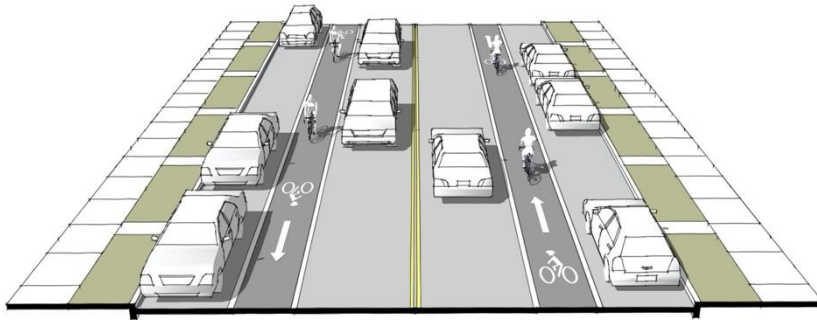
- A. Shared:** A marking placed in a vehicular travel lane to indicate that a bicyclist may use the full lane. Also called a shared-lane marking or sharrow.
- B. Bike Lane:** A portion of the roadway that has been designated by striping, signs, and pavement markings for the preferential or exclusive use of bicyclists, typically located adjacent to motor vehicle travel lanes and flowing in the same direction as motor vehicle traffic.
- C. Buffered Bike Lane:** A conventional bicycle lane paired with a designated buffer space separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane.
- D. Contra-Flow Bike Lane:** A bicycle lane designed to allow bicyclists to ride in the opposite direction of motor vehicle traffic, typically used to convert a one-way traffic street into a two-way street, one direction being for motor vehicles and bikes, and the other being for bikes only.
- E. Left-Side Bike Lane:** A conventional bike lane placed on the left side of one-way streets or two-way median divided streets.
- F. Cycle Track:** An exclusive bike facility that combines the user experience of a separated path with the on-street infrastructure of a conventional bike lane. A cycle track is physically separated from motor traffic and distinct from the sidewalk.
- G. Raised Cycle Track.** A bicycle facility that is vertically separated from motor vehicle traffic, typically paired with a furnishing zone between the cycle track and motor vehicle travel lane and/or pedestrian area, and allowing for one-way or two-way travel by bicyclists.
- H. Two-Way Cycle Track.** A physically separated cycle track that allows bicycle movement in both directions on one side of the road.

SELECT EXAMPLES OF BICYCLE LANE DESIGN

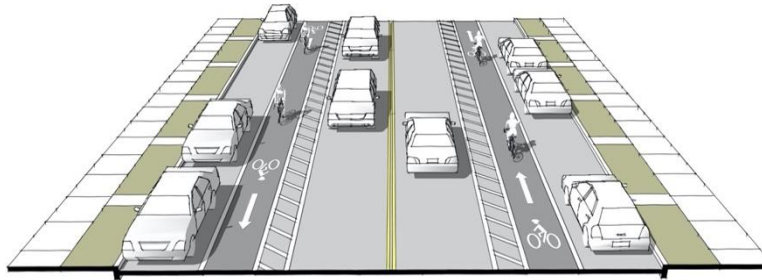
Shared Bike/Vehicle Example/Sharrows



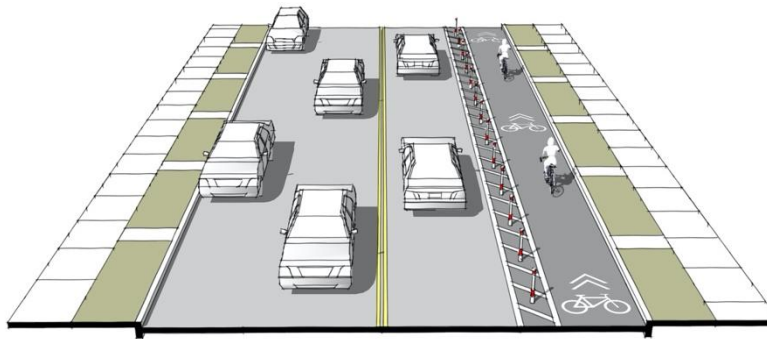
Bike Lane Example



Cycle Track Example



Buffered Bike Lane Example



18.8 RIGHT-OF-WAY DESIGN

All rights-of-way must match one of the right-of-way types of this section to the extent that such right-of-way types do not conflict with the statutory authority of the controlling agency. Right-of-way types and design may be modified as needed by the Department of Public Works to address specific site conditions. All rights-of-way must be constructed according to City engineering standards.

A. Right-of-Way Types

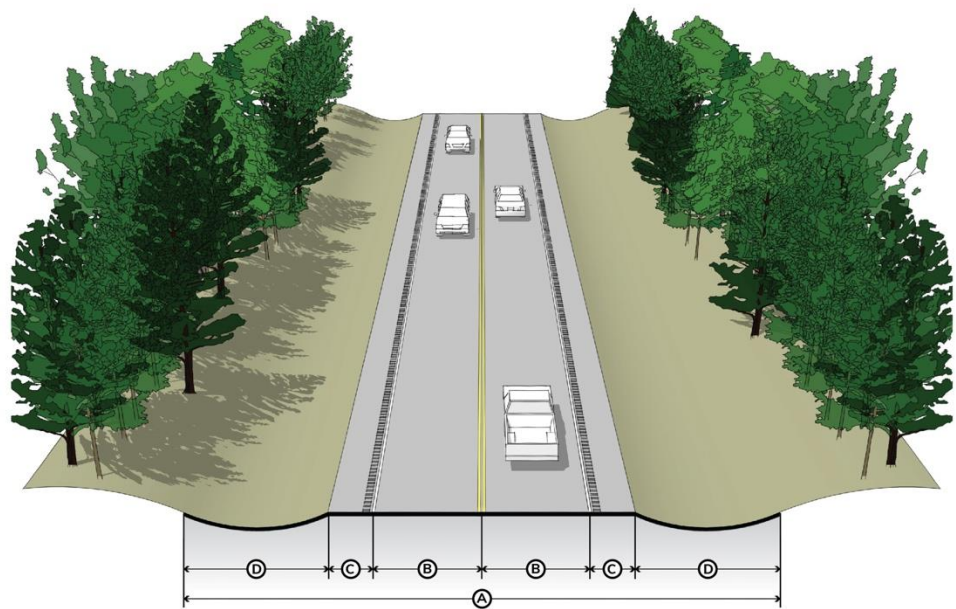
The classifications of rights-of-way are divided into the following:

1. Rural roads provide access and circulation through portions of the City that are rural in character.
2. An alley is a vehicular drive located to the rear of lots providing access to service areas, parking, outbuildings, or containing utility easements.
3. Local streets primarily provide direct access to abutting land and access to the higher order street.
4. Collector streets provide both access to and traffic circulation within residential neighborhoods, commercial, and industrial areas. Collector streets also collect traffic from local streets in residential neighborhoods and channel into the arterial system. Collector streets differ from arterial streets in that collector streets enter residential neighborhoods, distributing trips from arterials through the area to destinations.
5. Arterial streets carry the majority of trips entering and leaving the City, as well as the majority of through movements. A street that meets the definition of the New York State Department of Transportation for the arterial street functional classification is considered an arterial street.

B. Right-of-Way Dimensional Requirements

- 1. Minimum dimensions are provided for rural roads, alleys, and local streets. Typical dimensions are provided for collector and arterial streets. Variations to these dimensions and configurations may be approved by the Department of Public Works.
- 2. In the event that a subdivision adjoins or includes existing City streets that have a right-of-way width less than 55 feet, additional land along both sides of the street sufficient to conform to the right-of-way requirements shall be offered to the City. If a subdivision is along one side only, one-half of the required extra width shall be offered to the City.
- 3. The diagrams provided for each right-of-way type are examples only, illustrating a potential configuration. In some cases, the dimensions of the illustrations may exceed the minimum dimensions to illustrate how certain right-of-way features may be designed.

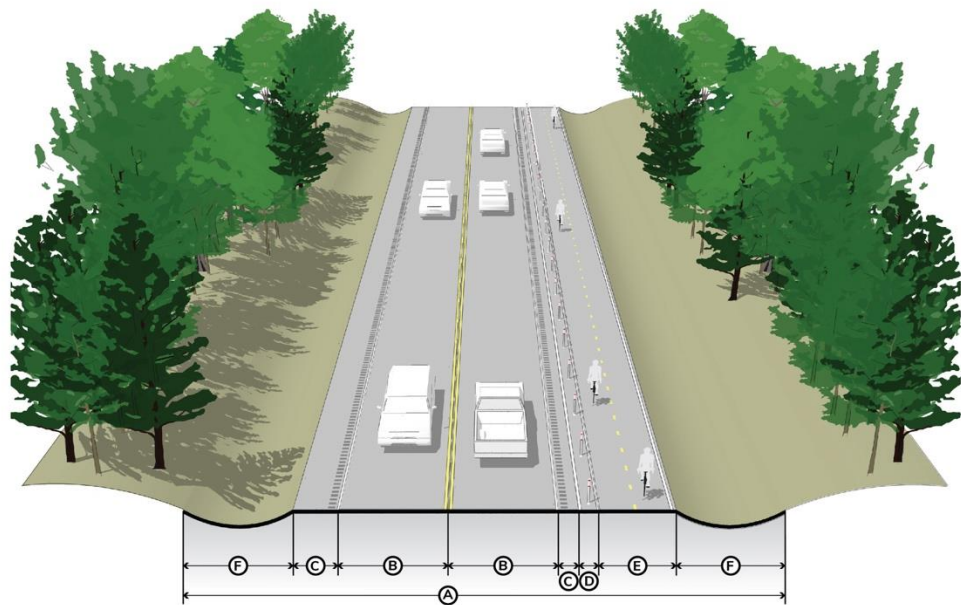
RURAL ROAD: TWO-LANE



RURAL ROAD: TWO-LANE

(A)	Minimum Right-of-Way Width	55'	(C)	Minimum Shoulder Width	4'
(B)	Minimum Travel Lane Width	11'	(D)	Minimum Drainage Area	11'-6"

RURAL ROAD: TWO-LANE WITH MULTI-USE PATH



RURAL ROAD: TWO-LANE WITH MULTI-USE PATH

Ⓐ	Minimum Right-of-Way Width	63'	Ⓓ	Minimum Bike Lane Buffer	2'
Ⓑ	Minimum Travel Lane Width	11'	Ⓔ	Minimum Multi-Use Path Width	10'
	Minimum Shoulder Width	4'	Ⓕ	Minimum Drainage Area	11'6"
Ⓒ	Minimum Shoulder Width Adjacent to Bike Lane	2'			

ALLEY



ALLEY

Ⓐ	Minimum Right-of-Way Width	24'	Ⓑ	Minimum Travel Lane Width	20'
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LOCAL STREET: NEIGHBORHOOD ONE-WAY STREET



LOCAL STREET: NEIGHBORHOOD ONE-WAY STREET

Ⓐ	Minimum Right-of-Way Width	55'	Ⓓ	Typical Tree Belt Width	12'-6"
Ⓑ	Minimum Travel Lane Width	13'	Ⓔ	Minimum Sidewalk Width	5'
Ⓒ	Minimum Parking Lane Width	7'			

LOCAL STREET: NEIGHBORHOOD TWO-LANE MINOR STREET



LOCAL STREET: NEIGHBORHOOD TWO-LANE MINOR STREET

(A)	Minimum Right-of-Way Width	55'	(D)	Minimum Tree Belt Width	5'-5"
(B)	Minimum Travel Lane Width	10'	(E)	Minimum Sidewalk Width	5'
(C)	Minimum Parking Lane Width	7'			

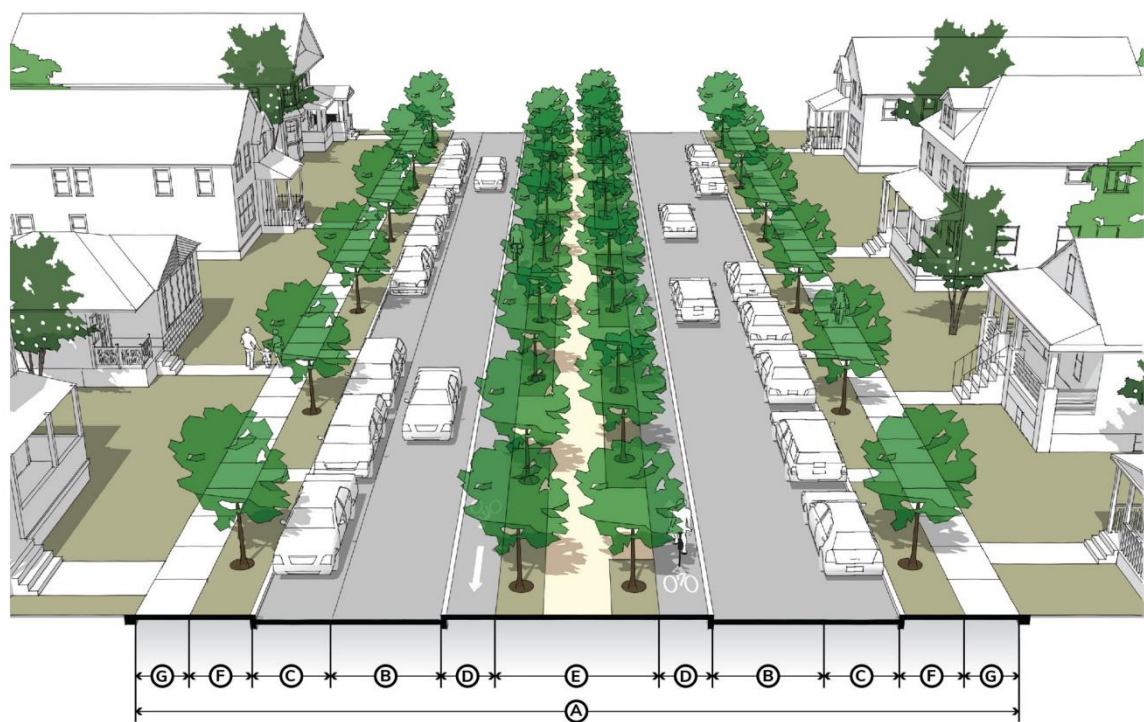
LOCAL STREET: NEIGHBORHOOD TWO-LANE STREET



LOCAL STREET: NEIGHBORHOOD TWO-LANE STREET

Ⓐ	Minimum Right-of-Way Width	66'	Ⓔ	Minimum Tree Belt Width	6'
Ⓑ	Minimum Travel Lane Width	10'	Ⓕ	Minimum Sidewalk Width	5'
Ⓒ	Minimum Parking Lane Width	7'			
Ⓓ	Minimum Bike Lane Width	5'			

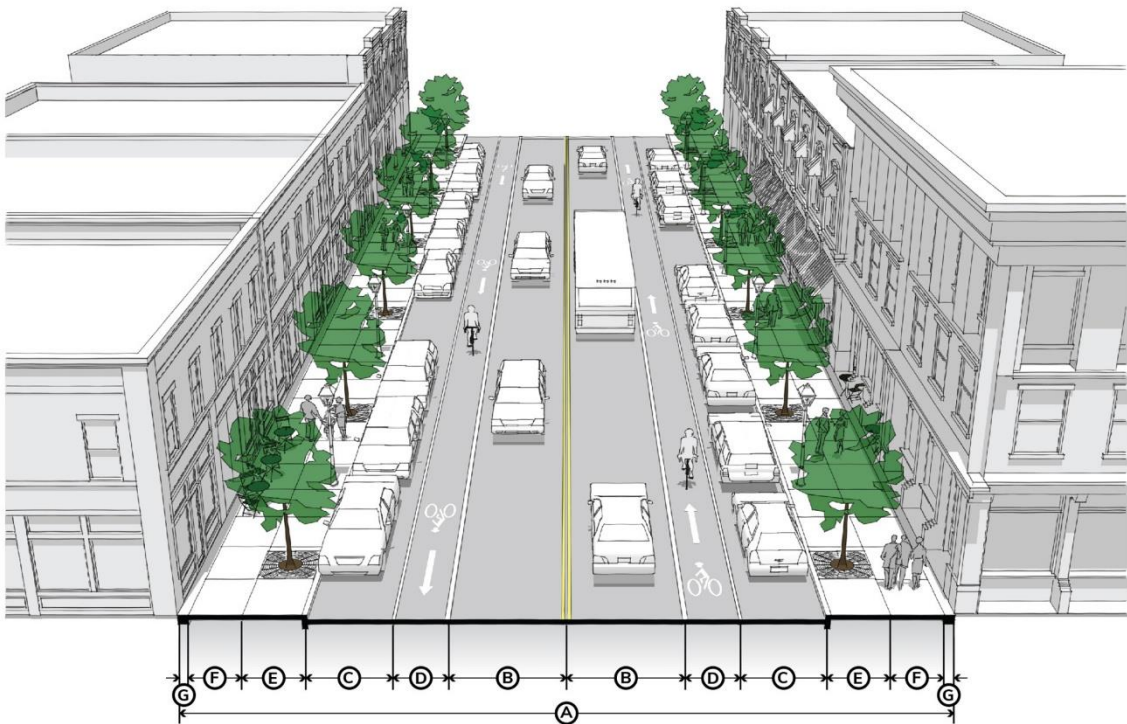
LOCAL STREET: NEIGHBORHOOD TWO-LANE DIVIDED STREET



LOCAL STREET: NEIGHBORHOOD TWO-LANE DIVIDED STREET

Ⓐ	Minimum Right-of-Way Width	76'	Ⓔ	Minimum Center Lane Width	10'
Ⓑ	Minimum Travel Lane Width	10'	Ⓕ	Minimum Tree Belt Width	6'
Ⓒ	Minimum Parking Lane Width	7'	Ⓖ	Minimum Sidewalk Width	5'
Ⓓ	Minimum Bike Lane Width	5'			

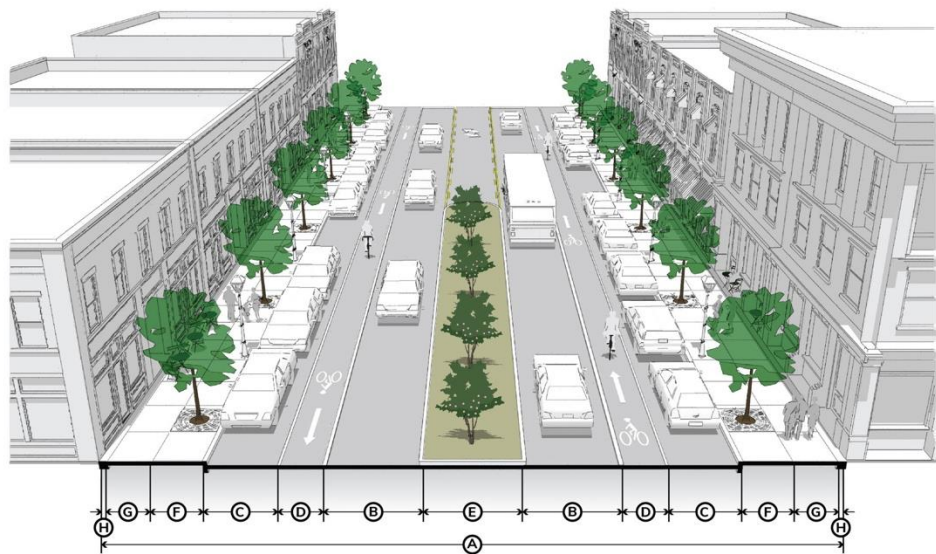
COLLECTOR: TWO-LANE, UNDIVIDED



COLLECTOR: TWO-LANE, UNDIVIDED

Ⓐ	Typical Right-of-Way Width	72'	Ⓔ	Typical Tree Belt Width	6'
Ⓑ	Typical Travel Lane Width	11'	Ⓕ	Typical Sidewalk Width	5'
Ⓒ	Typical Parking Lane Width	8'	Ⓖ	Typical Maintenance Strip	1'
Ⓓ	Typical Bike Lane Width	5'			

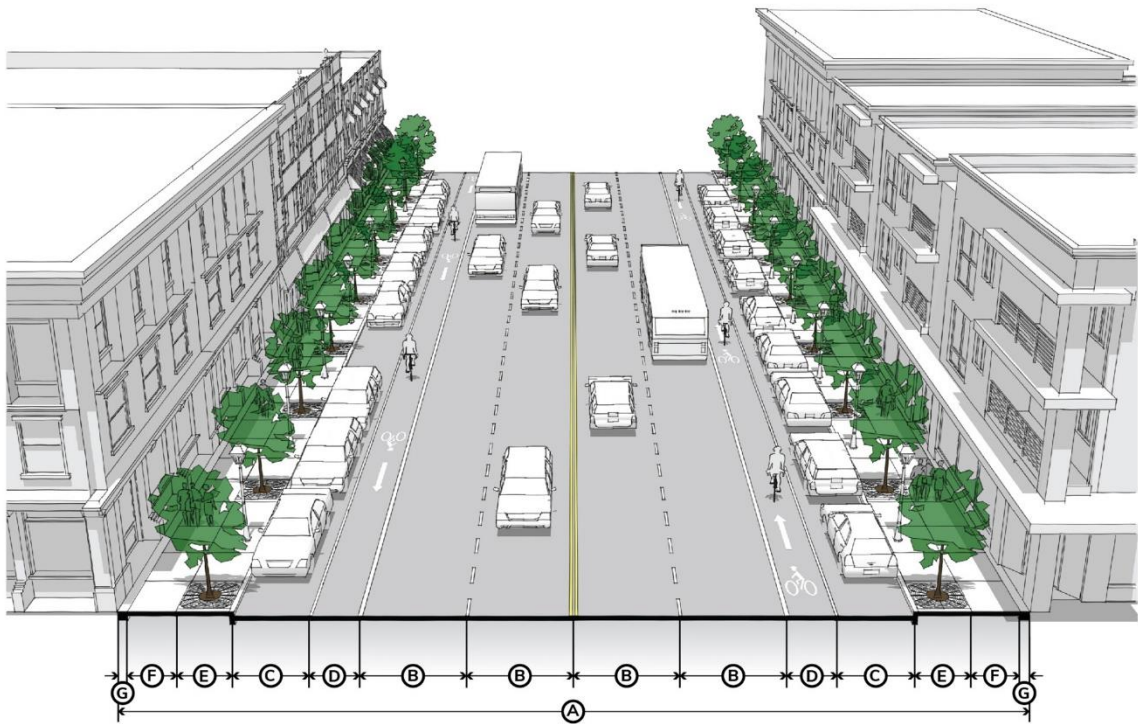
COLLECTOR: TWO-LANE, DIVIDED



COLLECTOR: TWO-LANE, DIVIDED

A	Typical Right-of-Way Width		E	Typical Center Lane Width	
	Median	76'		Median	4'
	Turning Lane	82'		Turning Lane	11'
B	Typical Travel Lane Width	11'	F	Typical Tree Belt Width	6'
C	Typical Parking Lane Width	8'	G	Typical Sidewalk Width	5'
D	Typical Bike Lane Width	5'	H	Typical Maintenance Strip	1'

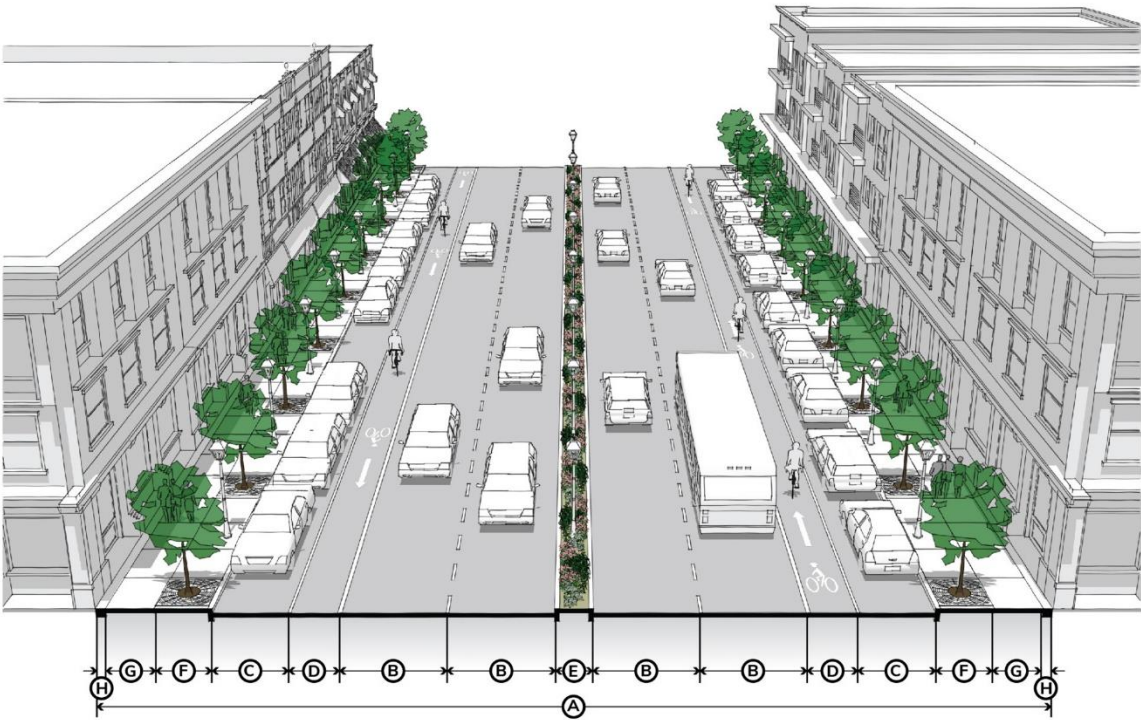
COLLECTOR: FOUR-LANE, UNDIVIDED



COLLECTOR: FOUR-LANE, UNDIVIDED

Ⓐ	Typical Right-of-Way Width	94'	Ⓔ	Typical Tree Belt Width	6'
Ⓑ	Typical Travel Lane Width	11'	Ⓕ	Typical Sidewalk Width	5'
Ⓒ	Typical Parking Lane Width	8'	Ⓖ	Typical Maintenance Strip	1'
Ⓓ	Typical Bike Lane Width	5'			

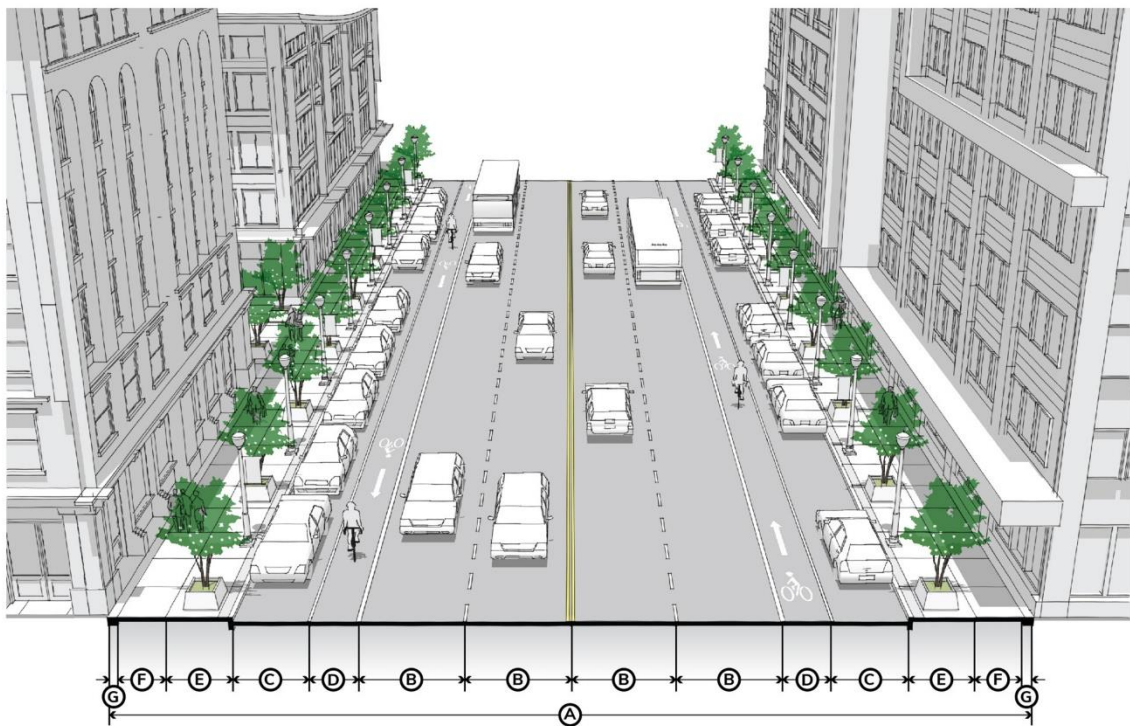
COLLECTOR: FOUR-LANE, DIVIDED



COLLECTOR: FOUR-LANE, DIVIDED

A	Typical Right-of-Way Width		E	Typical Center Lane Width	
	Median	98'		Median	4'
	Turning Lane	105'		Turning Lane	11'
B	Typical Travel Lane Width	11'	F	Typical Tree Belt Width	6'
C	Typical Parking Lane Width	8'	G	Typical Sidewalk Width	5'
D	Typical Bike Lane Width	5'	H	Typical Maintenance Strip	1'

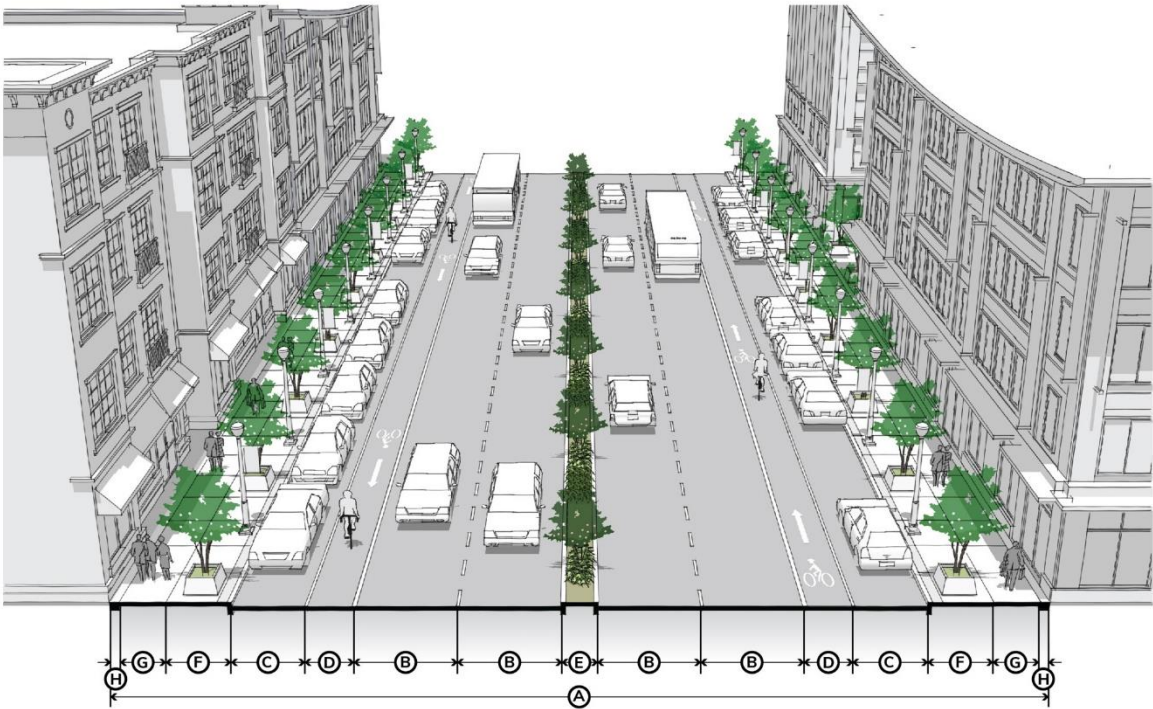
ARTERIAL STREET: FOUR-LANE, UNDIVIDED



ARTERIAL STREET: FOUR-LANE, UNDIVIDED

(A)	Typical Right-of-Way Width	96'	(E)	Typical Tree Belt Width	7'
(B)	Typical Travel Lane Width	11'	(F)	Typical Sidewalk Width	5'
(C)	Typical Parking Lane Width	8'	(G)	Typical Maintenance Strip	1'
(D)	Typical Bike Lane Width	5'			

ARTERIAL STREET: FOUR-LANE, DIVIDED



ARTERIAL STREET: FOUR-LANE, DIVIDED

Ⓐ	Typical Right-of-Way Width		Ⓔ	Typical Center Lane Width	
	Median	100'		Median	4'
	Turning Lane	107'		Turning Lane	11'
Ⓑ	Typical Travel Lane Width	11'	Ⓕ	Typical Tree Belt Width	7'
Ⓒ	Typical Parking Lane Width	8'	Ⓖ	Typical Sidewalk Width	5'
Ⓓ	Typical Bike Lane Width	5'	Ⓗ	Typical Maintenance Strip	1'

Article 19. Nonconformities

- 19.1 GENERAL APPLICABILITY
- 19.2 NONCONFORMING USE
- 19.3 NONCONFORMING STRUCTURE
- 19.4 NONCONFORMING LOT OF RECORD
- 19.5 NONCONFORMING SITE ELEMENTS
- 19.6 NONCONFORMING SIGNS

19.1 GENERAL APPLICABILITY

A. Authority to Continue

Any use, structure, lot, or site element that legally existed as of the effective date of this Ordinance, and any use, structure, lot, or site element that has been made nonconforming as of the effective date of this Ordinance, and any subsequent amendments, may continue subject to the provisions of this Article so long as it remains otherwise legal.

B. Burden on Property Owner

The burden of establishing the legality of a nonconformity under the provisions of this Ordinance is the responsibility of the property owner or operator of the nonconforming use, structure, sign, site element, or lot. Based upon the evidence presented, the Zoning Officer will make a determination of the validity of the nonconforming status in accordance with Section 13.12.

C. Unlawful Use, Structure, Sign, Site Element, or Lot

Any use, structure, sign, site element, or lot established or constructed in violation prior to the effective date of this Ordinance is not regarded as lawfully nonconforming and is not entitled to any of these rights.

D. Safety Regulations

All police power regulations enacted to promote public health, safety, and welfare, including, but not limited to, all building, fire, and health codes apply to nonconformities.

19.2 NONCONFORMING USE

A. Expansion

1. A nonconforming use of a structure or land cannot be expanded, extended, enlarged, or increased in intensity. Such prohibited activity includes additions or enlargements of any structure devoted entirely to a nonconforming use, and any expansion, extension, or relocation of a nonconforming use to any other structure, any portion of the floor area, or any land area currently not occupied by such nonconforming use.

2. An increase in the amount of on-site parking provided is considered an expansion of a nonconforming use except when such additional parking spaces, combined with existing parking spaces, does not exceed the minimum required parking for the use. A nonconforming use may only increase on-site parking spaces to meet the minimum parking requirement of Table 10-3.

B. Change of Use

A nonconforming use can only be changed to a use allowed within the zoning district where it is located. When a nonconforming use has been changed, in whole or in part, to an allowed use, the whole or part that conforms cannot be changed back to a use that is not allowed in the district. A change of use occurs when an existing nonconforming use has been terminated and another use has commenced. Any change in use in violation of this Ordinance is deemed an abandonment of the previously existing nonconforming use.

C. Discontinuation or Abandonment

If a nonconforming use is discontinued or abandoned for a continuous period of 12 months, the nonconforming use terminates automatically. Any subsequent use or occupancy of such land or structure must comply with all regulations of the zoning district in which the structure or land is located. A period of discontinuance caused through no fault of the property owner or tenant are not included in calculating the length of discontinuance or abandonment for this section. When a nonconforming use is offered for sale or lease, such sale period is not included in calculating the length of discontinuance or abandonment for this section; however, all equipment, building design, and similar use infrastructure must be maintained in working condition during the sale or lease period. The Zoning Officer may request evidence of active marketing during this period.

D. Damage or Destruction

In the event that any structure that is devoted in whole or in part to a nonconforming use is structurally damaged or destroyed through no fault of the property owner or tenant, the nonconforming use may be re-established provided that no new nonconforming uses are created and the degree of the previous nonconformity is not increased, and a building permit is obtained for such rebuilding, restoration, repair, or reconstruction within 12 months of the date of damage or destruction, and a certificate of occupancy is obtained prior to expiration of the building permit. In the event that a building permit is not obtained within 12 months, then the use cannot be re-established. If the structure containing the nonconforming use is also a nonconforming structure, the structure may only be rebuilt, restored, repaired, or reconstructed in accordance with Section 19.3.

19.3 NONCONFORMING STRUCTURE

A. Maintenance

Normal maintenance and repair may be performed on any nonconforming structure. No repairs or reconstruction are permitted that would create any new nonconformity or increase the degree of the previously existing nonconformity.

B. Structural Alterations

No structural alterations are permitted on any nonconforming structure, except in the following situations:

1. When the alteration is required by law or is necessary to restore the structure to a safe condition upon the order of any official charged with protecting public safety.
2. When the alteration will eliminate the nonconformity.
3. When the alteration will not create a new nonconformity or will not increase the degree of any existing nonconformity.

C. Relocation

A nonconforming structure cannot be relocated, in whole or in part, to any other location on the same lot unless such relocation would make the structure conforming. A nonconforming structure may be relocated to another lot only if the structure conforms to all regulations of the zoning district where it is relocated.

D. Damage or Destruction

If a nonconforming structure is destroyed or damaged through no fault of the property owner or tenant, regardless of the percent of damage, it may be rebuilt to its original condition before such casualty or loss if a building permit is obtained for such rebuilding, restoration, repair, or reconstruction within 12 months of the date of damage or destruction, and a certificate of occupancy is obtained prior to expiration of the building permit. In the event that the building permit is not obtained within 12 months, then the structure cannot be restored unless it conforms to all regulations of the district in which it is located.

E. Replacement In-Kind Exemption

A nonconforming structure may be replaced in-kind. Only the pre-existing nonconformity may be maintained and may not be increased in degree; all other zoning district standards must be met. However, if the structure's foundation is removed, the legal nonconforming status is null and void and the structure must meet all district standards.

F. Required Build-To Zone or Build-To Line Exemption

As of the effective date of this Ordinance, when an existing structure does not conform to the required build-to zone or build-to line of the applicable district, the structure is deemed exempt from that standard and may be expanded or altered without having to conform to build-to zone or build-to line of the district until the structure's building footprint is expanded by 50% or more. If expansions to the structure are incremental, this is calculated as the sum total of all expansions that occur after the effective date of this Ordinance. Once the principal structure is demolished, deemed conforming status is null and void.

G. Accessory Structures

Newly defined accessory structures, as of the effective date of this Ordinance, built without a permit, do not have pre-existing nonconforming status.

19.4 NONCONFORMING LOT OF RECORD

A. Use

A nonconforming lot of record may be used for any use allowed within the zoning district. However, the use must be that associated with the smallest permissible lot size in the district.

B. Development

Development of nonconforming lots of record is permitted as follows:

1. Minimum lot size and minimum average lot width requirements do not apply to any lawfully recorded lot which was under different ownership from any adjoining land on or before August 25, 1961.
2. The owner of any lot in a residential district which does not conform to the district's minimum lot size and minimum average lot width requirements may erect a single-family residence or accessory building if the lot legally existed on or before January 19, 1970 and is not under the same ownership as any adjoining land.
3. A zoning determination per Section 13.12 is required for verification of condition 1 or 2 above.
4. Further, such lots are subject to the following:
 - a. Where two or more adjacent lots of record are held in common ownership and one or more of the lots does not meet the requirements for lot area and/or lot width, then the lots of record are considered to be a single zoning lot per this Ordinance. Common ownership means lots owned by the same property owner or the same legal entity. For the purposes of this section, common ownership also means lots owned by related parties, including legal entities with common principals.
 - b. No portion of the zoning lot may be used, transferred, or conveyed which does not meet the lot width and lot area requirements established by this Ordinance. No division of the zoning lot may be made which leaves the remaining lot(s) with lot width or lot area below the requirements of the district.
 - c. No building permit will be issued for the use of any lot, or portion of a lot, transferred or conveyed in violation of this section.
5. Development of any other legal nonconforming lot of record that does not meet the above conditions requires a variance.

C. Lot Consolidation

A nonconforming lot is permitted to consolidate with an adjacent lot, even if such consolidation still does not conform to the lot dimension requirements of the zoning district in which it is located. Such consolidation is seen as a reduction of the nonconformity. No new exemptions are conferred upon consolidation. The Zoning Officer will determine whether the resulting lot retains any previous exemptions.

19.5 NONCONFORMING SITE ELEMENTS

A. Maintenance

Normal maintenance and incidental repair to a nonconforming site element may be performed. However, no repairs or reconstruction are permitted that would create any new nonconformity or increase the degree of the previously existing nonconformity.

B. Required Conformance

1. General

All nonconforming site elements must be brought into conformance when the following occurs:

- a. A new principal building is constructed on a site. This includes construction of a second or more principal buildings on the site.
- b. An existing principal building is increased in building footprint square footage by 50% or more.

2. Nonconforming Parking Lot Landscape

When a parking lot of 15 or more spaces does not conform to required parking lot landscape requirements, it must be brought into conformance when such parking lot is fully reconstructed or expanded by an additional 50% or more spaces (viz., the total number of spaces after expansion is 150% or more of the spaces prior to expansion).

- a.** Resealing or re-striping of an existing parking lot, which does not entail paving, resurfacing, or replacement of the asphalt, concrete, or other paving material, is not considered reconstruction.
- b.** If such action would result in creating a parking area that no longer conforms to the parking regulations of this Ordinance, such existing parking lot is not required to install all or a portion of the required landscape. The applicant is required to show that landscape cannot be accommodated on the site.
- c.** If only certain requirements are able to be accommodated on the site, those elements are required. The Zoning Officer will make the determination that all or a portion of required landscape does not have to be installed.

3. Nonconforming Exterior Lighting

For exterior lighting, when 25% or more of exterior lighting fixtures are replaced, all exterior lighting on the site must be brought into conformance. This requirement is calculated by dividing the number of new lighting posts and/or non-post mounted lighting fixtures to be installed by the total number of lighting posts and/or non-post mounted lighting fixtures on the site prior to replacement. Lighting mounting types (posts or non-post mounted lighting) are calculated separately (i.e., if only post lighting installation is being replaced, then only those types are counted, disregarding any non-post mounted lighting).

19.6 NONCONFORMING SIGNS

- A.** A nonconforming permanent sign and sign structure may remain in use so long as it remains otherwise lawful and has not been damaged or destroyed to the extent of less than 50% of its value. A nonconforming permanent sign and sign structure that is damaged or destroyed to the extent of 50% or more of its value cannot be restored or repaired unless it conforms to all applicable regulations for the district.
- B.** Sign value, for the purposes of item A above, is determined by comparing a repair cost estimate of the damaged sign with an estimate of the cost of a new identical sign. Sign owners must supply such estimates to the Building Inspector.
- C.** Once the sign and/or sign structure has been removed, it cannot be restored or repaired unless it conforms to all applicable regulations for the district.
- D.** The sign face of an existing nonconforming permanent sign may be replaced, but the structure cannot be altered to accommodate such change. A change of a sign face requires a sign permit. In addition, in any case where a new sign would require approval by the Design Review Board, such change of sign face of a nonconforming sign also requires Design Review Board approval.
- E.** No nonconforming sign and sign structure may be relocated, in whole or in part, to any other location on the same or other lot, unless the entire sign and sign structure conforms to all regulations applicable to the lot where the sign is relocated.
- F.** No nonconforming sign can be altered or enlarged in a way that increases the nonconformity of the sign or sign structure. This does not include normal maintenance and cleaning, or changing of the sign face.

Article 20. Enforcement

- 20.1 ENFORCEMENT AUTHORITY
- 20.2 ORDINANCE ENFORCEMENT - EXCLUDING STORMWATER MANAGEMENT
- 20.3 STORMWATER MANAGEMENT ENFORCEMENT

20.1 ENFORCEMENT AUTHORITY

The Code Administrator or his/her designee, the Zoning Officer or his/her designee, or any designated Code Enforcement Official is charged with enforcement of this Ordinance with the exception of the stormwater management regulations. The City Engineer or his/her designee is charged with enforcement of the stormwater management regulations.

20.2 ORDINANCE ENFORCEMENT - EXCLUDING STORMWATER MANAGEMENT

The following enforcement provisions apply to all provisions of this Ordinance with the exception of Article 17, Stormwater Management, which is controlled by Section 20.3 below.

A. Violations

1. No person or entity shall maintain any land or structure, or part thereof, in violation of the regulations of this Ordinance. Any person or entity that violates this Ordinance is subject to the procedures and penalties stated herein. The continuation of a violation constitutes a separate and distinct offense for each day the violation is continued.
2. The official has the right to enter upon, examine and inspect any building or property at any reasonable time for the purpose of carrying out his/her duties and to determine compliance with the provisions of this Ordinance.

B. Notice of Violations

Upon finding a violation of this Ordinance, the official will deliver written notice to the property owner in person or by certified or registered mail. This notice must inform the recipient of:

1. The nature and specific details of such violation.
2. The recommended remedial action.
3. The date by which the violation must be remedied.

C. Stop Work Orders

Upon finding a violation of this Ordinance, the official may require the suspension of work by issuing a stop work order to the responsible person. Such person must suspend all unauthorized activity until the stop work order has been rescinded.

1. The stop work order must be in writing and must state the conditions under which the activity may resume.
2. The stop work order must be presented to the person performing the work and, if different, the property owner in person or by certified or registered mail, and may be placed upon a conspicuous portion of the building or premises in use.
3. The failure of any person to comply with the terms of a stop work order constitutes a separate violation.

D. Appeal

A determination of violation may be appealed via zoning interpretation to the Zoning Board of Appeals per Section 13.11. Upon filing of such appeal, any further enforcement efforts are stayed pending Zoning Board of Appeals public hearing and decision on the appeal. Any stop work order remains in effect until the Zoning Board of Appeals issues a decision on the appeal.

E. Penalties and Fines

Except as otherwise provided in this Ordinance, the following penalties apply:

1. First violations of this Ordinance are punishable by a fine of not more than \$50.00 for each day the violation continues and/or imprisonment of up to five days.

2. Second violations are punishable by a fine of not more than \$100.00 for each day the violation continues and/or imprisonment of up to 15 days.
3. Third and subsequent violations are punishable by a fine of not more than \$250.00 or each day the violation continues and/or a jail sentence of up to 30 days.
4. These fines and/or imprisonment are exclusive of any additional civil fees or remedies.

F. Civil Enforcement

In addition to penalties prescribed elsewhere in this Ordinance and other laws, any person who violates any provision of this Ordinance are liable to a civil penalty of not more than \$250.00 for each day during which the violation continues. These civil penalties are recoverable in an action instituted by the City.

G. Court Action

The imposition of fines and/or imprisonment do not preclude the City from instituting an action for injunction or other legal action to prevent any unlawful use or activity, or to correct or abate a violation, or to prevent the illegal occupancy of a building, land or premises. In the event the City prevails in this action, the City has the authority to seek all reasonable attorneys' fees incurred by or on behalf of the City, together with all costs and disbursements of the litigation.

H. Non-Exclusivity of Remedies

The City may proceed under any subsection hereof at any time without respect to whether any other remedy has been imposed or sought by the City. The alternative remedies, fees, and penalties provided for herein are not mutually exclusive but may be commenced, implemented, and enforced simultaneously without regard to whether any other remedies, fees, or penalties have been sought or imposed.

20.3 STORMWATER MANAGEMENT ENFORCEMENT

A. Notice

When the City Engineer, or his/her designee, determines that a land disturbance activity is not being carried out in accordance with the stormwater management regulations, it may issue a written notice of violation to the landowner. The notice of violation must contain:

1. The name and address of the landowner, developer or applicant.
2. The address, when available, or a description of the building, structure, or land upon which the violation is occurring.
3. A statement specifying the nature of the violation.
4. A description of the remedial measures necessary to bring the land disturbance activity into compliance with this Ordinance and a time schedule for the completion of such remedial action.
5. A statement of the penalty or penalties that will or may be assessed against the person to whom the notice of violation is directed.
6. A statement that the determination of violation may be appealed to the municipality by filing a written notice of appeal within 15 days of service of notice of violation.

B. Stop-Work Orders

The City Engineer, or his/her designee, may issue a stop-work order for violations of the stormwater management regulations. Persons receiving a stop-work order are required to halt all land disturbance activities, except those activities that address the violations leading to the stop-work order. The stop-work order will be in effect until the City Engineer confirms that the land disturbance activity is in compliance and the violation has been satisfactorily addressed. Failure to address a stop-work order in a timely manner may result in civil, criminal, or monetary penalties in accordance with the enforcement measures authorized in this Ordinance.

C. Violations

Any land disturbance activity that is commenced or is conducted contrary to the stormwater management regulations may be restrained by injunction or otherwise abated in a manner provided by law.

D. Penalties for Offenses

1. In addition to or as an alternative to any penalty provided herein or by law, any person who violates the provisions of this Ordinance will be guilty of a violation punishable by:

a. For conviction of a first offense, a fine not exceeding \$350 or imprisonment for a period not to exceed six months, or both.

b. For conviction of a second offense, both of which were committed within a period of five years, punishable by a fine not less than \$350 nor more than \$700 or imprisonment for a period not to exceed six months, or both.

c. For conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine not less than \$700 nor more than \$1,000 or imprisonment for a period not to exceed six months, or both.

2. However, for the purposes of conferring jurisdiction upon courts and judicial officers generally, violations of the stormwater management regulations are deemed misdemeanors and for such purpose, all provisions of law relating to misdemeanors apply to such violations. Each week's continued violation constitutes a separate additional violation.

E. Withholding of Certificate of Occupancy

If any building or land disturbance activity is installed or conducted in violation of the stormwater management regulations, the City Engineer may request that the Building Department withhold the certificate of occupancy of said building or land.

F. Restoration of Lands

Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the City Engineer may take necessary corrective action, the cost of which will become a lien upon the property until paid.

G. Fees for Services

The City may require any person undertaking land disturbance activities regulated by the stormwater management regulations to pay reasonable costs at prevailing rates for review of SWPPPs, inspections, or SMP maintenance performed by the City or performed by a third party for the City.

Article 21. Definitions & Measurement Methodologies

- 21.1 RULES OF INTERPRETATION
- 21.2 GENERAL ABBREVIATIONS
- 21.3 DEFINITION OF GENERAL TERMS
- 21.4 RULES OF MEASUREMENT

21.1 RULES OF INTERPRETATION

The terms in the text of this Ordinance are interpreted in accordance with the following rules of construction:

- A. The singular number includes the plural, and the plural the singular.
- B. The present tense includes the past and future tenses, and the future tense includes the present.
- C. The terms “must,” “shall,” and “will” are mandatory.
- D. The terms “may” and “can” are permissive.
- E. The terms “must not,” “will not,” “cannot,” and “shall not” are prohibiting.
- F. Any gender includes all genders.
- G. Whenever a defined word or term appears in the text of this Ordinance, its meaning must be construed as set forth in the definition. Words not defined must be interpreted in accordance with the definitions considered to be normal dictionary usage.

21.2 GENERAL ABBREVIATIONS

The following abbreviations may be used within this Ordinance:

- A. BTZ is an abbreviation for “build-to zone.”
- B. GFA is an abbreviation for “gross floor area.”
- C. ft is an abbreviation for “feet.”
- D. N/A is an abbreviation for “not applicable.”
- E. sf is an abbreviation for “square feet.”
- F. SF is an abbreviation for “single-family.”
- G. SF-A is an abbreviation for “single-family - attached.”
- H. 2F is an abbreviation for “two-family.”
- I. TH is an abbreviation for “townhouse.”
- J. MF is an abbreviation for “multi-family.”

21.3 DEFINITION OF GENERAL TERMS

The following are definitions of general terms used throughout this Ordinance with the exception of use definitions, which are defined in Article 8.

100-Year Floodplain. Land subject to a 1% or greater chance of flooding in any given year as specified in the City Ordinance Chapter 120, Flood Damage Prevention.

Abandonment. To stop the use of property intentionally.

Abut. To share a common wall or lot line without being separated by a public or private street or alley.

Access. A way or means to provide physical entrance to a property or physical element of the landscape.

Accessibility Ramp. A ramp or similar structure that provides wheelchair or similar access to a structure.

Accessory Structure. A detached structure located on the same lot as the principal building that is incidental to the use of the principal building.

Accessory Use. The use of land or a structure, or portion thereof, customarily incidental and subordinate to the principal use of the land or structure.

Addition. Construction that increases the size of a structure in terms of building footprint, height, or floor area.

Affordable Housing. Dwellings that are affordable by qualified very low and low-income households.

Age-Restricted Housing. A multi-family dwelling or a planned residential development of various dwelling types where 80% of the dwelling units are required to be occupied by at least one person who is age 55 or older.

Alley. A service road with one-way or two-way traffic providing a secondary means of public access to abutting property and not intended for general traffic circulation.

Alteration. A change, addition, or modification in construction, other than cosmetic or decorative, or any change in the structural members of buildings such as bearing walls, columns, beams, or girders.

Amateur (ham) Radio Equipment. An amateur (ham) radio station licensed by the Federal Communications Commission (FCC), including equipment such as, but not limited to, a tower or building-mounted structure supporting a radiating antenna platform and other equipment.

Ancillary. In regard to principal uses, a structure or use that provides support and is typically integral to a principal structure or use.

Aquaculture/Aquaponics. A structure designed for the farming of aquatic organisms such as fish, crustaceans, mollusks, and aquatic plants under controlled conditions

Architectural Feature. A part or projection that contributes to the aesthetics of a structure, exclusive of signs, that is not necessary for the structural integrity of the structure or to make the structure habitable.

Arterial Street. A street that meets the definition of the New York State Department of Transportation for the arterial street functional classification.

Awning. A roof like structure typically made of cloth, metal, or other material attached to a frame that extends from and is supported by a building. Awnings are typically erected over a window, doorway, or building front and they may be raised or retracted to a position adjacent to the building.

Balcony. A roofed or unroofed platform that projects from the exterior wall of a structure above the ground floor, which is exposed to the open air, has direct access to the interior of the building, and is not supported by posts or columns extending to the ground.

Banner. A temporary sign printed upon flexible material mounted with or without rigid frames on a building.

Article 21. Definitions & Measurement Methodologies

Bay Window. A window that projects outward from the structure, which does not rest on the building foundation or on the ground.

Berm. An earthen mound designed to provide visual interest on a site, fully or partially screen undesirable views, reduce noise, or fulfill other similar purposes.

Bike Facility. Improvements to accommodate bicyclists, including bike parking, bike lanes, and repair stations and the like.

Bike Lane. A designated area within a street right-of-way reserved for bicycle travel and separated from the rest of the roadway by painted lines, other pavement markings, or physical barriers.

Bike Share. A membership-based bike-sharing service that provides bike rental to members, billable by the hour or other time increments.

Blank Wall. The horizontal linear dimension of contiguous building wall that does not contain fenestration, doors, or decorative elements such as banding, medallions, artwork such as murals and mosaics, change in wall plane of at least three inches, or other architectural or material embellishment. Any wall less than five feet in height is not considered to be a blank wall.

Block. Defined in Section 21.4.

Blockface. Defined in Section 21.4.

Blue Roof. A roof designed to store water and discharge rainfall.

Buffer. An area of dimensional separation between land uses, buildings, or structures, which is undeveloped, with installed screening and/or undisturbed and left in a natural condition.

Buffer Yard. Land area with landscape plantings and other components used to separate one use from another and to shield or block noise, lights, or other nuisances.

Build-To Zone (BTZ). Defined in Section 21.4.

Build-Out Percentage. Defined in Section 21.4.

Buildable Area. The portion of a lot, excluding required setbacks, where a structure or building improvements may be erected.

Building. Any structure used or intended for supporting or sheltering any use or occupancy.

Building Envelope. The three-dimensional space within which a structure is permitted to be built on a lot and which is defined by regulations governing building setbacks, maximum height, and bulk, by other regulations, and/or by any combination thereof.

Building Coverage. Defined in Section 21.4.

Building Height. Defined in Section 21.4.

Building Line. A line measured at the building wall of a structure between lot lines including architectural features, such as facade modulation and bay windows.

Building Permit. A permit issued by the duly designated building official authorizing the erection, construction, reconstruction, alteration, repair, conversion, or maintenance of a building, structure, or portion thereof.

Building-Integrated Solar Energy System. A combination of solar panels and solar energy equipment integrated into any building envelope system such as vertical facades, semitransparent skylight systems, roofing materials, or shading over windows, which produce electricity for onsite consumption.

Canopy. A canopy is a roof-like cover designed for protection from the weather or as a decorative embellishment affixed to a building or freestanding, with supports that extend to the ground.

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Car Share. A membership-based car-sharing service that provides automobile rental to members, billable by the hour or other time increments.

Carport. An open-sided roofed vehicle shelter, usually formed by extension of the roof from the side of a building, but may be freestanding. A carport must be open on at least two sides. A carport attached to a structure is considered part of that structure.

Certificate of Occupancy. A document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure or use has been constructed or will be used in compliance with all the applicable municipal codes and ordinances

Centerline (Road). A line representing the physical center of a roadway between road shoulders.

Central Water Supply System. A permanently installed water supply system, including the facilities, works, and water sources used by such system, that is owned and operated by a single entity lawfully authorized to provide a supply of potable water to more than one user. A central water supply system may be a municipal central water system or a private central water system.

Changeable Message Board. A sign designed where a portion of the sign area allows for a message to be changed manually. A changeable message board sign does not include electronic message signs or portable reader-board sign.

Channel. A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

Chicken Coop. An accessory structure where chickens are kept.

Chimney. A vertical shaft of reinforced concrete, masonry or other approved material enclosing one or more flues, for the purpose of removing products of combustion from solid, liquid, or gaseous fuel.

Clearing. Any activity that removes the vegetative surface cover. This can include, but is not limited to, logging equipment operation, the cutting and skidding of trees, stump removal and/or brush root removal.

Coldframe Structure. A temporary unheated outdoor structure used for protecting seedlings and plants from the cold.

Co-Location. Placement of equipment from more than one service or service provider on a single tower or site.

Comprehensive Plan. The document adopted by the City Council containing policies for the general development of the City, which indicates the general location for physical growth of the community, together with any and all amendments thereto.

Complete Streets. Infrastructure constructed/modified based on the Saratoga Springs Complete Streets Plan, as amended from time to time.

Contour Line. Contour lines denote elevation or altitude and depth on maps.

Conservation Easement. A perpetual restriction on the use of land, created in accordance with the provisions of Article 49, Title 3 of the Environmental Conservation Law or § 247 of the General Municipal Law, for the purposes of conservation of open space, agricultural land, and natural, cultural, historic, and scenic resources.

Conservation Subdivision. A pattern of development that places dwelling units on those portions of a property most suitable for development, while leaving substantial portions as undeveloped open space.

Corner Lot Element. An accentuated vertical element located on a building corner at a street intersection that can be located within a required step back.

Cross-Access. A vehicular and/or pedestrian connection between abutting properties that connects the two sites and allows vehicles and/or pedestrians to travel between sites without the having to exit to the street.

Day. A calendar day, unless otherwise specified as a business day in this Ordinance.

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Deck. A roofless outdoor space built as an above ground platform projecting from the wall of a structure and connected by structural supports at grade or by the structure.

Density. The number of dwelling units per acre.

Design Manual (Stormwater Management). The New York State Stormwater Management Design Manual, most recent version including applicable updates that serve as the official guide for stormwater management principles, methods and practices.

Developer Agreement. An agreement between the City and the developer through which the City agrees to vest development use or intensity or refrain from interfering with subsequent phases or development through new legislation in exchange for provision of public facilities or amenities by the developer in excess of those required under current community regulations. Such agreements shall include "inclusionary housing agreements," etc.

Dock. A fixed or floating structure, including moorings, used for the purpose of berthing buoyant vessels.

Donation Box. An unmanned receptacle designed with a door, slot, or similar opening intended to accept and store donated clothes and household items.

Dwelling. A structure, or portion thereof, designed exclusively for human habitation.

Dwelling Unit. One or more habitable rooms which are occupied, or which are intended or designed to be occupied as a residence by one household or family, with facilities for living, sleeping, sanitation, and cooking.

Easement. Authorization by an owner for the use, by others for a specific purpose, of a designated part of his property.

Eave. The projecting lower edges of a roof overhanging the wall of a structure.

Electronic Message Sign. A sign designed where a portion of the sign area uses changing light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the electronic display panel(s) to form a message or messages in text and/or image from where the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. Time/temperature signs are not considered electronic message signs. Flashing signs, animated signs, and video display signs are not considered electronic message signs.

Electrical Vehicle Charging Station. Vehicle battery charging equipment that supplies electric energy for the recharging of plug-in electric vehicles, including electric cars and plug-in hybrids.

Encroachment. The extension, placement, or existence of any structure, or a component of such, into a required setback, adjacent property or right-of-way.

Endwall. The wall of the end unit of a townhouse development that is not attached to another dwelling unit or party wall.

Equine. A member of the equus genus of mammals in the family Equidae, including horses and ponies.

Erect. To build, construct, attach, hang, place, suspend, or affix.

Erosion Control Manual. The most recent version of the "New York State Standards and Specifications for Erosion and Sediment Control" manual, commonly known as the "Blue Book."

Escape Well. A reinforced excavation that surrounds a basement window installed for emergency egress.

External Illumination. Illumination by an artificial source of light not internal to the sign face.

Exterior Lighting. The illumination of an outside area or object by any man-made device that produces light by any means.

Exterior Stairwell. One or more flights of stairs, and the necessary landings and platforms connecting them, to form a continuous passage from the entryway of a floor or level to another in a structure located on the exterior of a principal building.

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Facade. An exterior building wall, from grade to the top of the parapet or eaves. A facade incorporates the full width of a building elevation, including any projections or recesses occurring across an elevation. The front facade is the principal elevation of a building and contains the building's main entrance, the rear facade is the building's rear exterior wall, and the side facades are a building's side exterior walls.

Family. One or more persons related by blood, marriage, civil union, or domestic partnership, and all adopted and foster children and all children under legal guardianship of any person in the household. A family is also defined as a group of no more than four unrelated persons maintaining a common household in a single dwelling unit.

Farmland of Statewide Importance. Land, designated as "Farmland of Statewide Importance" in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)'s Soil Survey Geographic (SSURGO) Database on Web Soil Survey, that is of statewide importance for the production of food, feed, fiber, forage, and oilseed crops as determined by the appropriate state agency or agencies. Farmland of Statewide Importance may include tracts of land that have been designated for agriculture by state law.

Feather Flag/Sail. A freestanding attention-getting device, vertical in orientation, typically constructed of cloth held taut by a single post.

Fence. A structure used as a boundary, screen, separation, means of privacy, protection or confinement, and is constructed of wood, plastic, metal, wire mesh, masonry, or other similar material and is used as a barrier, including retaining walls.

1. **Fence - Open.** A fence that has, over its entirety, more than 70% of the superficial surface consisting of regularly distributed openings.
2. **Fence - Solid.** A fence that has, over its entirety, no distributed openings. A shadowbox design fence is considered a solid fence. A chain link fence with slats is not considered a solid fence.

Fence, Corral. Corral fences are fences designed and constructed with posts and two to four rails to contain animals.

Final Plat. The final map upon which the owner's plan of subdivision is presented to the Board for approval, and which, if approved shall be submitted to the County Clerk for recording. The final plat is submitted as part of the final submission.

Financial Security. Monetary backing provided by the owner, from a bank or financial institution, which guarantees the City that a specific amount of money will be kept available for the completion of an approved project. Said financial security is to be drawn on only by the City.

First Floor Elevation. Defined in Section 21.4.

Flag. Flags of any nation, state, municipality, or political subdivision, flags officially designated as a national, state, or local symbol, or flags of fraternal, religious, and civic organizations. Pennants and sails are not considered flags

Floodlight. A powerful light, typically in a grouping of several lights, used to illuminate the exterior of a building or sign.

Food Truck or Trailer. A motor vehicle or a food trailer towed by another vehicle, designed and equipped to prepare, assemble, and sell food and/or beverages directly to consumers.

Foot-Candle. A unit of measure of illuminance equal to one lumen of light spread over an area of one square foot.

Frontage. The boundary between a building and the right-of-way or the pavement of a public sidewalk. Frontage may also refer to the full linear dimension of this boundary.

Garage. An accessory building or portion of a principal building used for the storage of motor vehicles of the occupants of the premises.

Gazebo. A freestanding outdoor accessory structure with a roof designed for recreational use and not for habitation.

Generic Legal Item Exchange Box. An outdoor accessory structure maintained by a property owner on private property where legal items such as books, recorded performing arts and media, puzzles, games, and the like, are kept for public and/or exchanges with no fees, sales, or other compensation and are publicly accessible.

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Glare. The effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort, or loss in visual performance and visibility in any material respects.

Grade. Defined in Section 21.4.

Grading. Excavation or fill of material, including the resulting conditions thereof.

Ground-Mounted Solar Energy System. A solar energy system that is anchored to the ground via a pole or other mounting system, detached from any other structure, that generates electricity for on-site or off-site consumption.

Green Roof. A building roof partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional layers such as a root barrier and drainage and irrigation systems.

Greenhouse (Accessory). A structure constructed chiefly of glass, glasslike or translucent material, cloth, or lath, which is devoted to the protection or cultivation of flowers or other tender plants.

Gross Floor Area (GFA). Defined in Section 21.4.

Guestroom. A room occupied by one or more guests for compensation and in which no provision is made for cooking. Guestroom does not include rooms in a dormitory.

Habitable/Living Space. A space in a building suitable for living, sleeping, cooking, bathing, washing or sanitation purposes.

Hedge. A row of closely planted shrubs, bushes, or any kind of plant forming a boundary.

Home Occupation. Any commercial activity carried out for economic gain by a resident, conducted as an accessory use in the resident's dwelling unit. Telecommuting is not considered a home occupation.

Horse Stable (Private). An accessory structure or land use that is designed, arranged, used, or intended to be used for the keeping of equines for the private use of the occupants of a principal building and their guests.

Impervious Surface Coverage. Defined in Section 21.4.

Industrial Stormwater Permit. A State Pollutant Discharge Elimination System permit issued to a commercial industry or group of industries which regulates the pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies.

Infiltration. The process of percolating stormwater into the subsoil.

Infrastructure. Facilities and services needed to sustain residential, commercial, industrial, institutional, and other activities, including, but not limited to, water lines, sewer lines, and rights-of-way.

Institutional Use. A nonprofit, public, or quasi-public use, such as a place of worship, educational facility, hospital, assisted or custodial care facility, or government-owned or government-operated structure or land used for public purpose.

Intensity of Use. Square feet of gross floor area, number of dwelling units, number of employees, or other factor used as a basis for requiring off-street parking or loading facilities.

Land Disturbance Activity. Any activity including clearing, grading, excavating, filling, demolishing or stock piling that results in soil disturbance. Includes land development activity and construction activity.

Light Pole. Pole on which a luminaire is mounted.

Light Pole Banner. Banners mounted on and with arms installed perpendicular to light poles.

Lighting, Full Cut Off. A light distribution where the candela value is zero at or above horizontal (90°above nadir) and does not exceed 10% at or above a vertical angle of 80°above nadir.

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Lighting, Semi Cut Off. A light distribution where the candela value does not exceed 5% of the maximum intensity at or above horizontal (90° above nadir) and 20% at or above a vertical angle of 80° above nadir.

Lot. Defined in Section 21.4.

Lot Area. Defined in Section 21.4.

Lot, Corner. Defined in Section 21.4.

Lot Depth. Defined in Section 21.4.

Lot, Interior. Defined in Section 21.4.

Lot Line. Defined in Section 21.4.

Lot Line, Corner. Defined in Section 21.4.

Lot Line, Front. Defined in Section 21.4.

Lot Line, Interior. Defined in Section 21.4.

Lot Line, Rear. Defined in Section 21.4.

Lot Line, Street. Defined in Section 21.4.

Lot, Through. Defined in Section 21.4.

Lot Width. Defined in Section 21.4.

Maintenance Agreement (Stormwater Management). A legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of stormwater management practices.

Marquee. A permanent roof-like structure that extends from the wall, with no supports extending to the ground, constructed over the entrance of a building of permanent building materials that includes a sign element along its edge for changeable messages, whether electronic or by hand.

Metes and Bounds. A method of describing the boundaries of land by directions and distances from a known point of reference.

Monument. A boundary or survey marker.

Mural. A graphic displayed on the exterior of a building for the purposes of decoration or artistic expression, including but not limited to painting, fresco, or mosaic. A mural is public art and does not include any advertising or commercial content.

Nadir. The angle pointing directly downward from the luminaire or 0°.

Native Perennial Vegetation. Native wildflowers, forbs, and grasses that serve as habitat, forage, and migratory way stations for pollinators but excluding any prohibited or regulated invasive species as determined by the New York State Department of Environmental Conservation.

Noncommercial Message. The expression of *noncommercial* ideas and *messages*. A noncommercial message does not promote a business, product, service, commercial entertainment, or other commercial activity offered on or off the premises.

Nonconforming Lot. A lawful lot of record that predates comprehensive zoning or at one time conformed to the lot dimension requirements of the zoning district in which it is located, but because of this Ordinance, or a subsequent amendment to this Ordinance, does not meet current requirements.

Nonconforming Sign. A sign that predates comprehensive zoning or at one time conformed to applicable zoning regulations, but because of this Ordinance, or a subsequent amendment to this Ordinance, does not meet current requirements.

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Nonconforming Site Element. A site development element, such as landscape or lighting, that predates comprehensive zoning or was constructed or installed in conformance with the applicable zoning regulations, but because of this Ordinance, or a subsequent amendment to this Ordinance, does not meet current requirements.

Nonconforming Structure. A principal or accessory structure that predates comprehensive zoning or at one time conformed to applicable zoning regulations, but because of this Ordinance, or a subsequent amendment to this Ordinance, does not meet current requirements.

Nonconforming Use. The use of a structure or land that predates comprehensive zoning or at one time was an allowed use within a zoning district, but because of this Ordinance, or a subsequent amendment to this Ordinance, is no longer allowed.

Non-Point Source Pollution. Pollution from any source other than from any discernible, confined, and discrete conveyances, and shall include, but not be limited to, pollutants from agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Nonresidential Districts. Zoning districts that allow a variety of nonresidential uses such as retail, restaurant, service, and office, where such types of uses are the primary uses allowed, or where a wide range of commercial uses are allowed with residential uses to create mixed-use development. Nonresidential districts are identified in Section 2.1 as "Mixed-Use and Commercial Districts" (excluding AC, NCU and UN.), "Institutional Districts," and "Industrial Districts."

Nonresidential Use. A structure or land used, or intended to be used for nonresidential uses, which includes, but is not limited to, retail, office, entertainment, recreation, public, institutional, and other nonresidential uses. Structures with multi-family dwellings with ground floor nonresidential uses are considered mixed-use development and considered a nonresidential use for the purposes of this Ordinance.

Nonresidential Activities (For SWPPP). Any activity not included within definition of residential activity for purposes of establishing SWPPP requirements only.

Nits. A luminance unit equal to one candle per square meter measured perpendicular to the rays from the source.

Off-Premise Commercial Sign – Permanent. A permanent sign directing attention to a specific business, product, service, entertainment event, activity, or other commercial activity that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located.

Off-Premise Commercial Sign – Temporary. A temporary sign directing attention to a specific business, product, service, entertainment event, activity, or other commercial activity that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located. This includes any ground-mounted, building-mounted, or sign painted, pasted, or otherwise affixed to any tree, rock, fence, utility pole, hydrant, bridge, sidewalk, parkway, curb or street, bench, or trash receptacle that directs attention off-premises.

Off-Street Parking. The storage space for an automobile on premises other than streets or rights-of-way.

Outdoor Display and Sales Area. Part of a lot used for outdoor sales and/or display of goods accessory to the principal use.

Outlot. An area of land set aside within a retail center for a separate principal building that shares a circulation system and may share common parking with the larger retail center development but is separated from the principal building or buildings, typically located along the property line.

Overlay District. A district established in the Ordinance that is superimposed on one or more zoning districts or parts of zoning districts. The standards and requirements associated with an overlay district may be more or less restrictive than those in the underlying districts.

Owner. Any person or entity, including the owner of the title or a mortgage whose interest is shown of record in the mortgage and conveyance records; a person or entity shown as owner in the records of the tax assessor of the county in which the property is situated; or the agent of any such person or entity and those in possession of a dwelling, dwelling unit, or premises.

Parapet. The extension of a false front or wall above a roofline.

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Parking Facility. A parking lot and/or parking structure. Parking facility does not include parking spaces and parking pads for individual dwelling units for single-family, two-family, or townhouse dwellings.

Party Wall. A wall starting from the foundation and extending continuously through all stories to or above the roof that separates one building from another along a property line, but is in joint use by each building.

Patio. A hard surface at or less than six inches above grade designed and intended for gathering or cooking and not used as a parking space. Patios are constructed such that its finished walking surface is laid or poured directly on finished grade.

Pedestrian Facilities. Sidewalks, shared use paths, and similar facilities intended for pedestrian mobility.

Performance Bond. An obligation in writing, under seal, issued by a surety company, satisfactory to the City, binding the obligator to pay a sum of money to the City if the obligor fails to satisfactorily install and/or maintain improvements as required under § 33 of the General City Law, including escrow agreement and other similar collateral or surety agreements.

Pergola. An open structure, which may be either freestanding or attached to a structure, that forms a partially shaded pedestrian walkway, passageway, or sitting area, and is constructed of a semi-open roof and vertical posts that support cross-beams and a sturdy open lattice. If attached to a structure, it is considered part of the building. Freestanding pergolas are considered accessory structures.

Personal Recreation Game Court. Game courts for sports such as tennis or basketball for the private use of the occupants of the property.

Pervious Paving. A range of sustainable materials and techniques for permeable paving with a base and sub-base that allow the movement of stormwater through the surface. Gravel and loose rock are not considered pervious paving.

Phasing (Stormwater Management). Clearing a parcel of land in distinct pieces or parts, with the stabilization of each piece completed before the clearing of the next.

Planning Department Staff. Staff of the Saratoga Springs Office of Planning and Economic Development that provides technical assistance on development applications made to the City's Land Use Boards as well as other planning and development duties.

Plat. A map representing a tract of land illustrating the boundaries and location of individual properties and streets, or a map of a subdivision or planned unit development site plan.

Pollinator. Bees, birds, bats, and other insects or wildlife that pollinate flowering plants, and includes both wild and managed insects.

Pollutant of Concern. Sediment or a water quality measurement that addresses sediment (such as total suspended solids, turbidity or siltation) and any other pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the land disturbance activity.

Preliminary Plat. A drawing showing the salient features of a proposed subdivision submitted to the Board for its consideration prior to submission of the final plat. The preliminary plat is submitted as part of the preliminary submission.

Porch. An architectural feature that projects from the exterior wall of a structure, has direct access to the street level of the building, and is covered by a roof or eaves.

Porch – Unenclosed. A porch that is open on all sides that do not abut a principal building wall.

Porch – Enclosed. A porch enclosed by walls, screens, lattice or other material. A screened-in porch is an enclosed porch.

Porte Cochere. A permanent structure built over a driveway or entry drive attached to a dwelling that provides temporary shelter to persons exiting a vehicle.

Property Line. A lot line. (See lot line definition.)

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Prime Farmland. Land designated as “Prime Farmland” in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)’s Soil Survey Geographic (SSURGO) Database on Web Soil Survey, that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is also available for these land uses.

Principal Building. A non-accessory structure in which a principal use of the lot on which it is located is conducted.

Principal Use. The main use of land or structures as distinguished from an accessory use.

Public Art. Art in any media that has been planned and executed with the intention of being staged in the physical public domain, usually outdoors and accessible to all.

Public Utility. A closely regulated private enterprise with an exclusive franchise for providing a public service deemed necessary for the public health, safety and welfare.

Public Utility Facilities. Telephone, electric and cable television lines, poles, equipment and structures; water or gas pipes, mains, valves or structures; sewer pipes, valves or structures; pumping stations; telephone exchanges and repeater stations; and all other facilities, equipment and structures necessary for conducting a service by a government or a public utility.

Recharge. The replenishment of underground water reserves.

Recreational Vehicle. Any vehicle or boat designed for temporary living quarters, recreation, or temporary human habitation and not used as a commercial vehicle including, but not limited to, the following: boat/watercraft, camper trailer, motorized trailer, off-road vehicle, racing car or cycle, travel trailer, and truck camper.

Refuse Container. A container for the collection of refuse with a hooking mechanism that permits it to be raised and dumped into a sanitation truck typically between one to two cubic yards.

Recycling Containers. A container for the collection of recyclables.

Residential Districts. Zoning districts where the primary permitted use is residential. Residential districts, within the use structure, may allow very limited compatible nonresidential uses, such as places of worship. Residential districts are identified in Section 2.1 as “Residential Districts” and include the NCU, AC, and UN Districts

Residential Use. A structure designed and used or intended to be used for residential occupancy by one or more households, such as single-family, two-family, townhouse, and multi-family dwellings. Multi-family dwellings with ground floor nonresidential uses are considered mixed-use development and are considered a nonresidential use for the purposes of this Ordinance.

Residential Activity (For SWPPP). Activities related to the development of living quarters for single-family or two-family dwelling units for purposes of establishing SWPPP requirements only.

Right-of-Way. A strip of land dedicated for use as a public way. In addition to the roadway, it typically incorporates the curbs, tree belt, sidewalks, and shoulders.

Roof-Mounted Solar Energy System. A solar energy system located on the roof of any legally permitted building or structure that produces electricity for on-site or off-site consumption.

Roofline. The top edge of a roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys, or minor projections.

Satellite Dish Antenna. A dish antenna designed for transmitting signals to a receiver or receiving station or for receiving television, radio, data, communication, or other signals from other antennas, satellites, or other services.

Searchlight. An attention-getting device where an artificial light of high intensity is shined upward in a focused beam and can turn in any direction to attract attention to a location. Also known as sky-beams or sky spotlights.

Sediment Control. Measures that prevent eroded sediment from leaving the site.

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Sensitive Areas (Stormwater Management). Cold water fisheries, shellfish beds, swimming beaches, groundwater recharge areas, water supply reservoirs, habitats for threatened, endangered, or special concern species.

SEQRA. The State Environmental Quality Review Act of New York State as defined in 6 NYCRR 617.

Setback. Defined in Section 21.4.

Setback, Corner Side. Defined in Section 21.4.

Setback, Front. Defined in Section 21.4.

Setback, Interior Side. Defined in Section 21.4.

Setback, Parking. Defined in Section 21.4.

Setback, Rear. Defined in Section 21.4.

Setback, Street. Defined in Section 21.4

Shared Use Path. A path that supports multiple recreation and transportation opportunities, such as walking, bicycling, and wheelchairs.

Shed. An accessory structure, often purchased pre-built or as a kit in pre-fabricated sections, that is not designed to be served by heat or plumbing and does not need to be placed on a permanent foundation. A shed is typically intended to store lawn, garden, or recreational equipment.

Sign. A lettered, numbered, symbolic, pictorial, or illuminated visual display designed to identify, announce, direct, or inform that is visible from a public right of way.

Sign, A-Frame. A temporary sign ordinarily in the shape of the letter "A" or some variation thereof, which is displayed on the ground, not permanently attached to the ground, and usually two-sided, generally connected at the top and separated at the bottom.

Sign, Animated. A sign that uses moving or changing lights to depict action, movement, or the optical illusion of movement of part of the sign structure, sign, or pictorial segment, or including the movement of any illumination or the flashing or varying of light intensity to create a special effect or scene. Animated signs do not include electronic message signs.

Sign, Awning. An awning is a roof-like cover designed for protection from the weather or as a decorative embellishment, which projects from a wall or roof of a structure over a window, walkway, or door, with no supports that extend to the ground. An awning sign is a sign printed or displayed upon an awning.

Sign, Balloon. A sign or advertising device designed to be airborne or inflated and tethered to the ground or other structure. This includes any air-inflated signs and any signs that inflate and move via air inflation.

Sign, Blade. A sign that is attached to a rigid structure that extends more than 12 inches beyond the surface of the structure to which it is attached.

Sign, Canopy. A canopy sign is a sign printed, mounted, or installed upon a canopy. A sign canopy may be one of two types:

1. **Canopy - Non-Structural.** A roofed structure attached to a building, which is not integral to the structure, that is made of durable, weather-resistant material such as canvas, canvas-like material, nylon, or vinyl-coated fabric, placed to extend outward from the building and is supported both by mountings on the structure wall and by supports that extend to the ground.

2. **Canopy - Structural.** A roofed structure constructed of permanent building materials, such as metal, brick, stone, wood or similar building materials, that is constructed as part of and attached to a building, extends outward from the building, and is supported both by the structure and by supports that extend to the ground.

Sign, Drive-Through. A sign constructed as part of drive-through facilities.

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Sign, Flashing. A sign with an intermittent or sequential flashing light source used primarily to attract attention. Flashing signs do not include electronic message signs.

Sign, Freestanding. A sign that is placed on or supported by the ground, independent of the principal structure on the lot.

Sign, Gateway. A sign that is installed over a pedestrian entryway and supported by the ground, independent of the principal structure on the lot, designed as an entryway feature to the property.

Sign, Ghost. A painted wall sign that remains from an earlier time or advertises the use of a building that provides evidence of the history of the use of the building or activities of the community. A ghost sign is not an off-premise sign.

Sign, Moving. A sign where the entire sign structure or a portion of which rotates, moves, elevates, or in any way alters position or geometry. A tri-vision sign where triangular prisms rotate inside a frame to show a new message and/or information are considered moving signs. Moving signs do not include clocks or barber poles.

Sign, Portable. A sign whose principal supporting structure is intended, by design and construction, to rest upon the ground for support and may be easily moved or relocated for reuse. Portable signs include, but are not limited to, signs mounted upon a trailer, wheeled carrier, or other non-motorized mobile structure, with wheels or with wheels removed. Portable signs do not include a-frame signs.

Sign, Roof. A sign that is erected, constructed, or maintained on and/or extending above the roof structure or parapet of any building with the principal support attached to the roof structure.

Sign, Wall (Standard). A sign that is attached directly to an exterior wall of a building or dependent upon a building for support and projects 18 inches or less from the wall of a structure with the exposed face of the sign in a plane substantially parallel to the face of the wall. Window signs are not considered wall signs.

Sign, Wall (Painted). A sign that is painted, applied, or affixed directly on the exterior wall of a building or structure. A painted wall sign is not limited to only the application of paint, but includes other methods of application and/or material, including, but not limited to tiles or screen-printing.

Sign, Wall (Projected). A sign that is projected by an optical device that projects an image directly onto the exterior wall of a building or structure by light or other technological means.

Sign, Window. A sign that is attached directly to, placed directly upon, or printed directly on the interior or exterior of a window or door of a building, or a sign placed on the interior within three feet of a window intended for viewing from the exterior of such a building. A window sign may be either permanent or temporary. Shadowbox design within display windows, where the window display is designed with a background enclosure against which signs are mounted that blocks view into the establishment, is considered a window sign and the entire area of the shadowbox is subject to the maximum sign area limitation.

Significant Tree. A broadleaf tree that measures 12 inches or more in diameter at breast height or a coniferous tree that measures 24 inches or more in diameter at breast height. Any tree of an invasive species, regardless of size, is not considered a significant tree.

Sketch Plan. A concept, informal map of a proposed subdivision or planned unit development site plan of sufficient accuracy to be used for the purpose of discussion and classification.

Solar Energy Equipment. Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

Solar Energy System. The components and subsystems required to convert solar energy into electric energy suitable for use. The term includes, but is not limited to, solar panels and solar energy equipment. The area of a solar energy system includes all the land inside the perimeter of the solar energy system, which extends to any interconnection equipment. A solar energy system is classified as a Tier 1, Tier 2, or Tier 3 solar energy system as follows:

1. Tier 1 solar energy systems include the following:
 - a. Roof-mounted solar energy systems

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b. Building-integrated solar energy systems

2. Tier 2 solar energy systems include ground-mounted solar energy systems with system capacity up to 25 kW AC and that generate no more than 110% of the electricity consumed on the site over the previous 12 months.
3. Tier 3 solar energy systems are systems that do not meet the definitions of Tier 1 and Tier 2 solar energy systems.

Solar Panel. A photovoltaic device capable of collecting and converting solar energy into electricity.

SPDES General Permit for Construction Activities GP-0-20-001 (as amended or revised). A permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to developers of construction activities to regulate disturbance of one or more acres of land.

SPDES General Permit for Stormwater Discharges from Municipal Separate Stormwater Sewer Systems GP-0-15-003 (as amended or revised). A permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to municipalities to regulate discharges from municipal separate storm sewers for compliance with EPA established water quality standards and/or to specify stormwater control standards.

Stabilization. The use of practices that prevent exposed soil from eroding.

Stacking Space. A space specifically designed and designated as a waiting area for vehicles patronizing a drive-through facility or service bay.

Standpipe. A rigid vertical or horizontal pipe to which fire hoses can be connected, which may be building, ground, or roof mounted.

Stepback. In building height, a stepback is the required additional distance that upper stories of a structure must be recessed from the facade of the stories below.

Stoop. An exterior floor typically, constructed of stone, concrete, and/or masonry, with a finished floor elevation higher than the adjacent ground level, often with steps leading up to it, and utilized primarily as an access platform to a structure. A stoop may be roofed and designed with railings, but cannot be enclosed.

Stop-Work Order. An order issued which requires construction activity on a site be stopped.

Storage Battery. A device that stores energy and makes it available in an electrical form.

Stormwater. Rainwater, surface runoff, snowmelt and drainage.

Stormwater Hotspot. A land use or activity that generates higher concentrations of hydrocarbons, trace metals or toxicants than are found in typical stormwater runoff, based on monitoring studies.

Stormwater Management. The use of structural or nonstructural practices that are designed to reduce stormwater runoff and mitigate its adverse impacts on property, natural resources and the environment.

Stormwater Management Facility. One or a series of stormwater management practices installed, stabilized and operating for the purpose of controlling stormwater runoff.

Stormwater Management Practices (SMPs). Measures, either structural or nonstructural, that are determined to be the most effective, practical means of preventing flood damage and preventing or reducing point source or non-point source pollution inputs to stormwater runoff and water bodies.

Stormwater Pollution Prevention Plan (SWPPP). A plan for controlling stormwater runoff and pollutants from a site during and after construction activities.

Stormwater Runoff. Flow on the surface of the ground, resulting from precipitation.

Stream. A watercourse having a source and a terminus, banks and channel through which water flows at least periodically.

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Structural Alteration. Any change, other than incidental repairs, which would prolong the life of supporting members of a structure, such as the addition, removal, or alteration of bearing walls, columns, beams, girders or foundations.

Structure. Any constructed or placed material in or upon the ground, including buildings, towers, sheds, pools, signs and the like, but excluding sidewalks, paving, grading, patios, and the like.

Subdivision. The division of a lot, tract, or parcel of land into two or more lots.

Surface Waters of the State of New York. Lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic ocean within the territorial seas of the state of New York and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, public or private (except those private waters that do not combine or effect a junction with natural surface or underground waters), which are wholly or partially within or bordering the state or within its jurisdiction. Storm sewers and waste treatment systems, including treatment ponds or lagoons which also meet the criteria of this definition are not waters of the state. This exclusion applies only to man-made bodies of water which neither were originally created in waters of the state (such as a disposal area in wetlands) nor resulted from impoundment of waters of the state.

Survey. The process of precisely ascertaining the area dimensions of a piece of land and conducted by an individual licensed by the New York State Department of Education. This process may also involve ascertaining the precise location of naturally occurring or built features, and topography.

Tasting Room. An area within an alcohol production facility where guests may sample products produced on-site.

Timber Harvesting. The felling and trimming trees and subsequent transportation of the logs to a mill.

Unified Control. The combination of two or more tracts of land wherein each owner has agreed that his tract of land will be developed under the same development approvals.

Use. The purpose or activity for which the land or structure is designed, arranged, or intended, or for which it is occupied or maintained.

Video Display Sign. A sign, or portion of a sign, that displays an electronic video, whether pre-recorded or streaming. This includes projection of an electronic video on a wall or other surface.

Watercourse. Any stream, pond, lake, drainage channel, or other area of land that is normally filled with water. Boundaries of a watercourse are measured at the high-water mark.

Waterway. A channel that directs surface runoff to a watercourse or to the public storm drain.

Wetland. An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Wetland, Jurisdictional. An area of land that is characterized by hydrophytic vegetation, saturated soils, or periodic inundation, which is classified as a wetland or by either the New York State Department of Environmental Conservation or the U.S. Army Corps of Engineers.

Wind Turbine. A device that converts the wind's kinetic energy into electrical energy.

White Roof. A roof designed to deliver high solar reflectance, reducing heat transfer to the building and the ability to radiate absorbed, or non-reflected solar energy.

Yard. Defined in Section 21.4.

Yard, Front. Defined in Section 21.4.

Yard, Interior Side. Defined in Section 21.4.

Yard, Corner Side. Defined in Section 21.4.

Yard, Rear. Defined in Section 21.4.

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Zoning Lot. A lot or combination of lots within a single block, which may be designated by its owner or developer, or by the Zoning Officer to be used, developed, or built upon as a unit. A zoning lot may coincide with a lot of record or may be comprised of one or more lots of record under common ownership as specified in the conditions of Section 19.4.

Zoning Officer. The administrative officer, or his/her designee, charged with enforcing the provisions of this Ordinance.

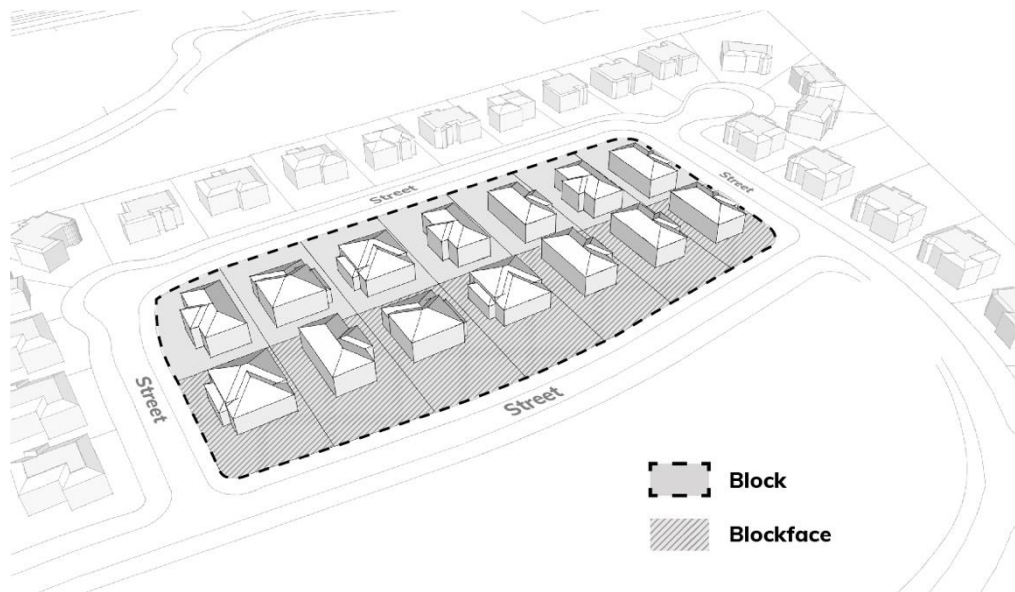
21.4 RULES OF MEASUREMENT

This section provides the rules of measurement for the dimensional standards and locational characteristics within the Ordinance.

A. Block and Blockface

1. A block is a tract of land bounded by streets, or a combination of streets and railroad rights-of-way.
2. Blockface is measured as that portion of a block or tract of land facing the same side of a single street and lying between the closest intersecting streets.

BLOCK AND BLOCKFACE



B. Build-To Dimensions

Certain dimensional requirements with the district require structures to be constructed at a build-to dimension. A build-to requirement is a boundary or alignment, parallel to a lot line, where a structure must be placed. This Ordinance includes two types of build-to dimensions:

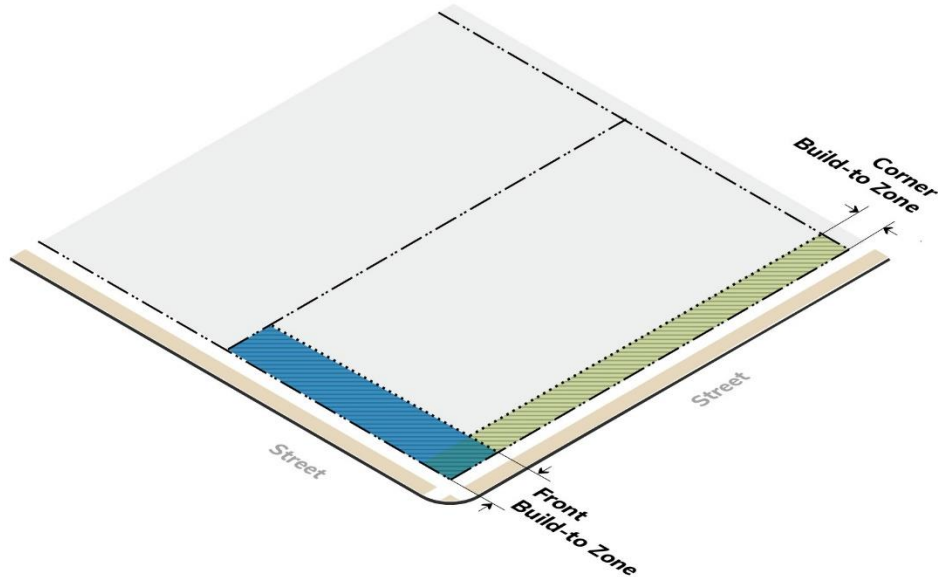
1. Build-To Zone (BTZ)

A build-to zone (BTZ) is the area on a lot, measured perpendicular from the applicable lot line, where the building line must locate within the minimum and maximum range of setback provided. The building line must be located within the build-to zone.

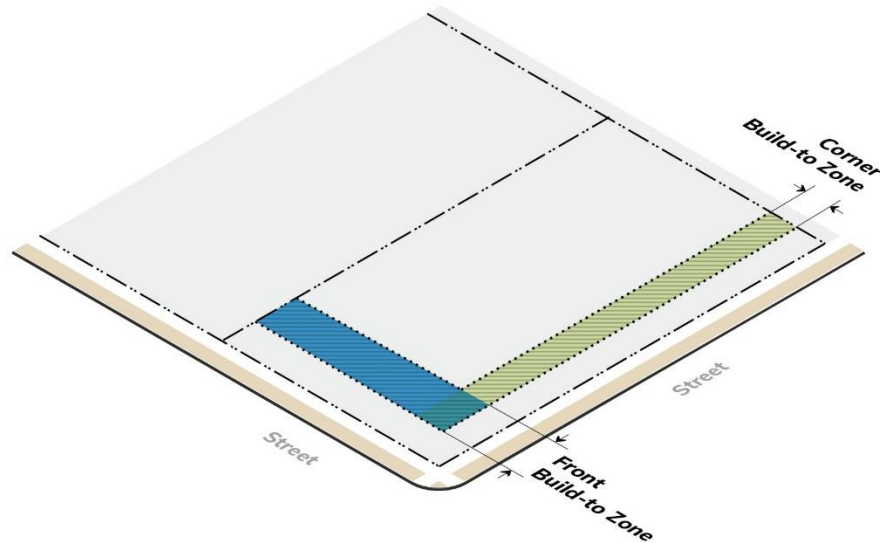
2. Build-Out Percentage

A build-out percentage specifies the percentage of the total lot width that must be occupied by the building line within the build-to zone. Public civic space included on-site, designed per the standards of Section 9.3, will count as part of the building line for the purposes of calculating the build-out percentage.

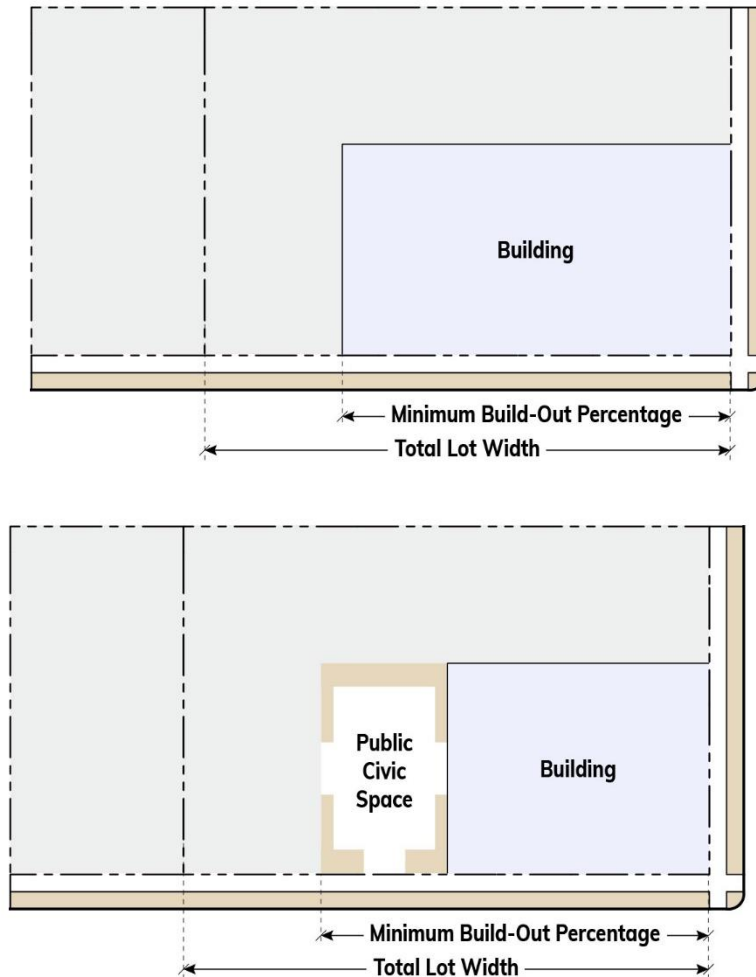
BUILD-TO ZONE (BTZ): MINIMUM DIMENSION BEGINS AT LOT LINE (For example, a 0'-5' BTZ)



BUILD-TO ZONE (BTZ): MINIMUM DIMENSION BEGINS BEHIND LOT LINE (For example, a 5'-15' BTZ)



BUILD-OUT PERCENTAGE



C. Building Coverage

That portion of the lot that is covered by principal buildings and accessory structures. Building coverage is measured from all overhangs and above ground projections such as eaves, cornices, bay windows, and balconies, and all ground level projections such as window wells, escape wells, porches, and decks.

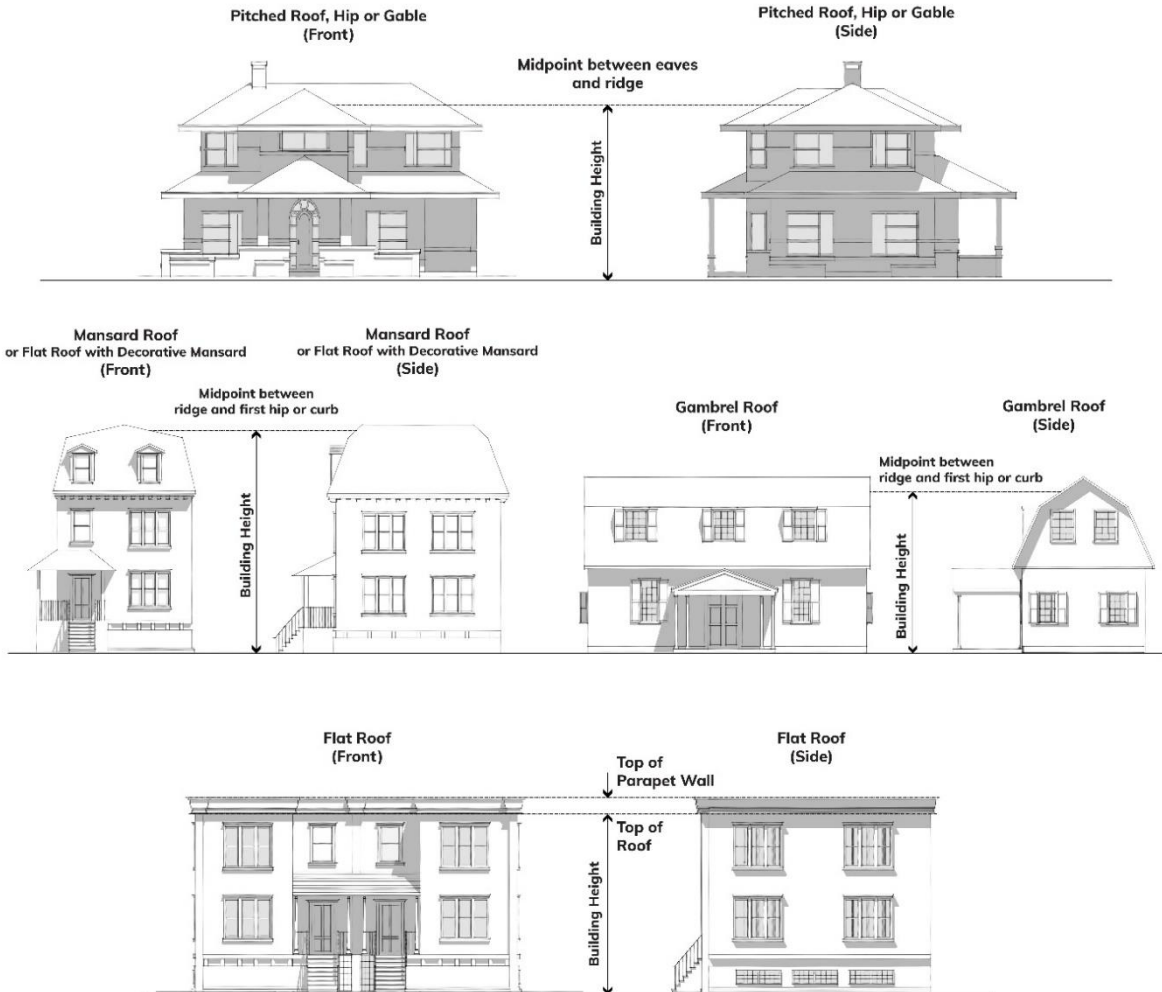
D. Building Height

1. Maximum building height is measured from grade (see item G below) at each side of the building as follows:
 - a. The top of a flat roof, including structures designed with a decorative mansard roof concealing a flat roof.
 - b. The midpoint between the ridge and the first hip or curb of a mansard or gambrel roof.
 - c. The midpoint height between the eaves and the ridge in the case of a pitched roof.
 - d. Any dormers on the roof that extend past the roofline cannot exceed the maximum building height permitted in the district, as measured from the adjacent average grade, or its equivalent, to the top of the dormer.

Article 21. Definitions & Measurement Methodologies

- 2.** For the purposes of building height measurement, roof types are defined as follows:
 - a.** Flat Roof: A roof that is not pitched and where the surface of the roof is generally parallel to the ground. A mono-pitched roof with a pitch of 2:12 or less, also called a shed roof, is a single-sloping roof surface, and is also considered a flat roof.
 - b.** Mansard or Gambrel Roof: A two-sided roof with two slopes on each side. The upper slope is positioned at a shallow angle, while the lower slope is steep. A gambrel roof has vertical gable ends, while a mansard roof is hipped at the four corners of the building.
 - c.** Pitched Roof: A gable or hip roof having a slope or pitch of at least one foot rise for each four feet of horizontal distance in the direction of the slope or pitch of the roof. A hipped roof is sloped in two pairs of directions compared to the one pair of direction for a gable roof.
- 3.** The following architectural features and mechanical equipment are exempt from maximum height limitations, unless otherwise limited by any height restriction imposed by any airport authority, or other similar federal, state, or local authority. Such architectural features or mechanical equipment cannot exceed 25% in aggregate coverage of the roof area and cannot be used for human occupancy.
 - a.** Public utility poles, towers, and wires. Public utilities do not include wireless telecommunications, solar panels, and wind turbines unless operated by a government agency.
 - b.** Water tanks and standpipes.
 - c.** Building appurtenances such as chimneys, parapet walls up to 48 inches in height, skylights, steeples, flag poles, smokestacks, cooling towers, elevator bulkheads, monuments, stacks, ornamental towers and spires, unoccupied rooftop accessory structures, or penthouses to house mechanical equipment and the like.

BUILDING HEIGHT



E. Caliper

Tree caliper is the diameter of a tree trunk, measured at four and one-half feet above the adjacent ground.

F. First Floor Elevation

The supporting base upon which a building sits and the finished elevation of the first floor living space as measured from grade as described in this section. Grade for first floor elevation is measured as follows:

1. The grade for measurement is the existing grade of adjacent lots or the existing grade of the sidewalk, as applicable.
 - a. For an interior lot, the average of the existing grade at the interior side lot line of each adjacent lot.
 - b. For a corner lot, the average of the existing grade at the interior side lot line of the adjacent lot and the grade of the adjacent sidewalk at the corner lot line.
 - c. Where there is a difference in grade between the interior side lot lines, or in the case of a corner lot between the interior side lot line and the corner side lot line, the average between the two lot lines is used.

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2. For the subject lot, the grade used is the existing grade prior to any grading of the subject lot before construction.

G. Grade

The average of the finished ground level at six feet from the face of the building or the property line, whichever is less, of each wall of a building measured vertically along the facade and averaged.

H. Gross Floor Area (GFA)

The gross floor area (GFA) of a structure is the sum of the gross horizontal areas of all floors of the structure as measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings.

I. Impervious Surface Coverage (non-SWPPP)

Note: the following definition and measurement methodology applies to projects and properties not covered by an approved Stormwater Pollution Prevention Plan (SWPPP). Projects and properties covered by SWPPP shall utilize the Impervious Cover definition and methodology as specified in the NYS Stormwater Management Design Manual.

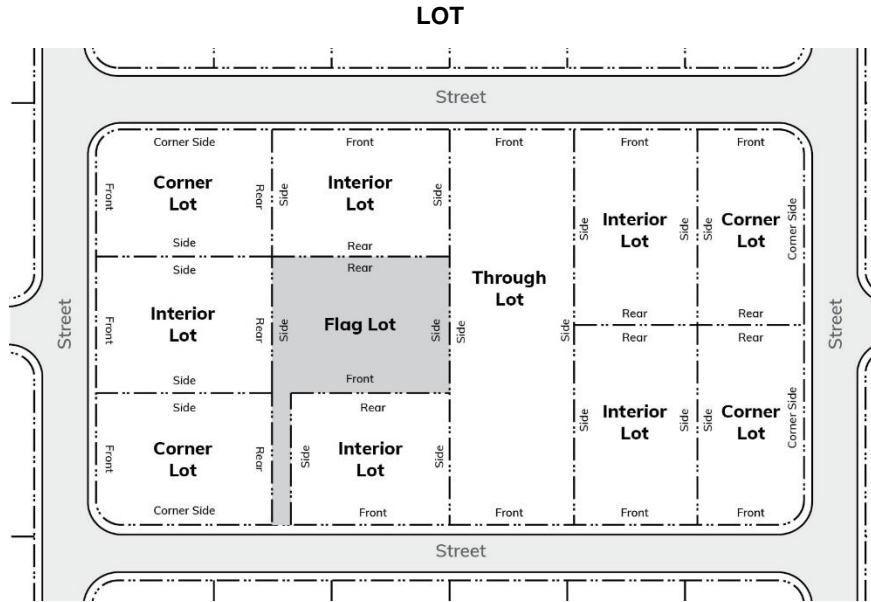
1. Impervious surface coverage is a measure of intensity of land use that represents the portion of a site that is occupied by structures, pavement, and other impervious surfaces that do not allow for the absorption of water into the ground. Maximum impervious surface of a lot is calculated as the percentage of all impervious surface area against the total area of the lot.
2. Impervious surfaces include: paved and gravel road surfaces, paved and gravel parking lots, paved and gravel driveways, paved sidewalks, building structures, decks, and miscellaneous impermeable structures such as patios, pools, and sheds.
3. Permeable pavement includes any materials installed, operated, and maintained to permit the passage of water through the pavement, including, but not limited to, porous concrete, porous asphalt, permeable interlocking concrete pavers, and concrete grid pavers. Permeable pavement is permitted, but will be calculated as impervious surface unless it can be materially demonstrated that the effective infiltration rate of the surface meets or exceeds 1.1 inches / hour. Permeable pavement must be designed in accordance with the NYS Stormwater Management Design Manual and installed per manufacturer's instructions in order to be eligible for consideration as a permeable surface.

J. Lot

A lot is the basic development unit for determination of lot area, depth, and other dimensional regulations; or a parcel of land whose boundaries have been established by some legal instrument such as a recorded deed or recorded map and which is recognized as a separate legal entity for purposes of transfer of title or a zoning lot as defined or specified in this Ordinance. The following describes the types of lot configurations:

1. An interior lot is a lot other than a corner or through lot, bounded by two interior side lot lines.
2. A corner lot is a lot situated at the junction of, and abutting on, two or more intersecting streets.
3. A through lot is a lot which fronts upon two parallel streets, or which fronts upon two streets which do not intersect at the boundaries of the lot. A through lot is also called a double frontage lot.
4. A flag lot is platted so that the main building site area (the "flag") is set back from the street on which it fronts and includes an access strip (the "pole") connecting the main building site with the street.

Article 21. Definitions & Measurement Methodologies



K. Lot Area

The total area within the boundaries of a lot, excluding any street right-of-way, usually defined in square footage.

L. Lot Depth

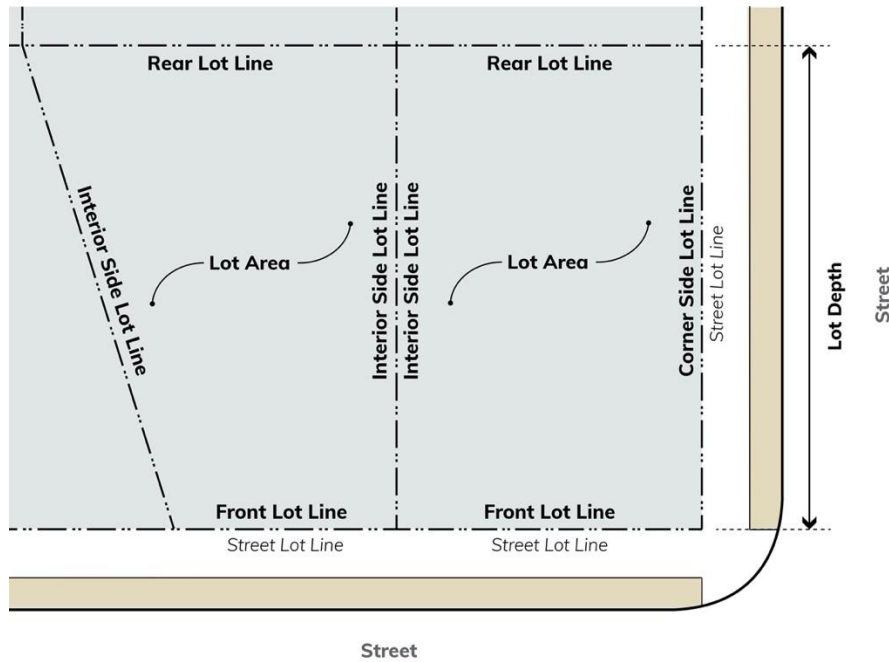
The distance from the front lot line to the rear lot line as measured from the midpoint of the front lot line to the midpoint of the rear lot line. In the case of triangular or similarly irregularly shaped lots, the rear lot line used to measure lot depth is a calculated line of ten feet in length entirely within the lot, parallel to and at a maximum distance from the front lot line.

M. Lot Line

A line of record bounding a lot, as indicated on an approved, filed, and recorded subdivision plat, which divides one lot from another lot or from a public or private street or any other public or private space and includes:

1. A front lot line is the lot line separating a lot from a street right-of-way. The front lot line of a corner lot is the shortest street lot line of a corner lot abutting a street. A front lot line for a through lot is both lot lines that abut a street. On a corner lot, where both street lot lines are equal, the applicant may choose which lot line is the front lot line.
2. A rear lot line is the lot line opposite and most distant from the front lot line. In the case of triangular or similarly irregularly shaped lots, the rear lot line is a calculated line of ten feet in length entirely within the lot, parallel to and at a maximum distance from the front lot line.
3. On a corner lot, the corner side lot line is perpendicular or approximately perpendicular to the front lot line and is the longer street abutting lot line of a corner lot. On a corner lot, where both street lot lines are equal, the applicant may choose which lot line is the corner side lot line.
4. On an interior lot, the interior side lot line is perpendicular or approximately perpendicular to the front lot line and abuts an adjacent lot.
5. A street lot line is any lot line separating a lot from a street right-of-way.

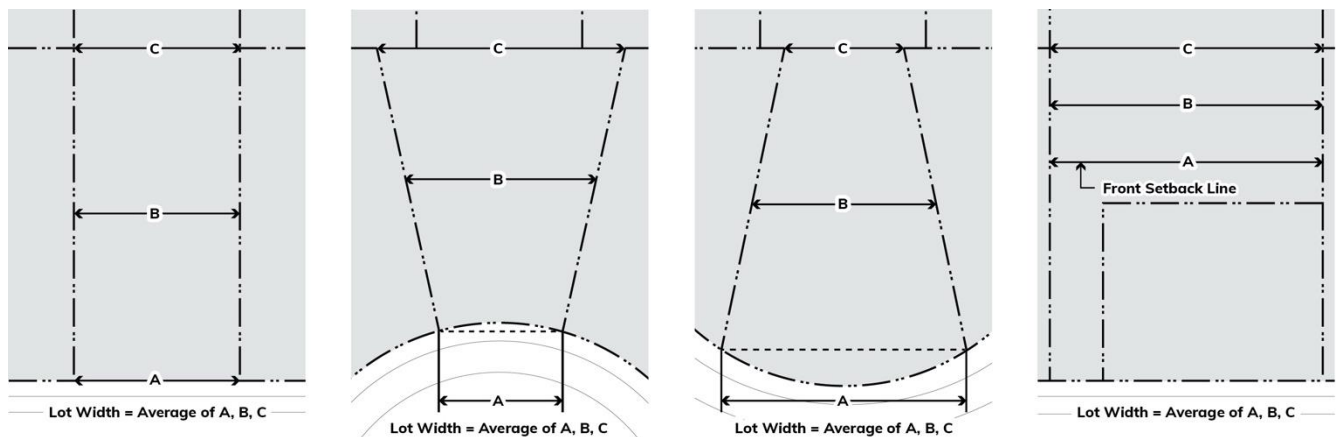
LOT AREA, LOT DEPTH, AND LOT LINES



N. Lot Width

1. Lot width is calculated as the average of the lot width at the front lot line, the lot width at the rear lot line, and the lot width at the midpoint of the lot.
2. For lots with a curved front lot line, the width of the front lot line is a chord measured as a straight line segment that intersects each of the two end points of the curved lot line
3. For flag lots, the lot width used for the front lot line is that of the front setback line, as defined in this section. The midpoint of the lot is calculated as the midpoint between the front setback line and the rear lot line.

LOT WIDTH



O. Separation Measurement

When uses are required to be measured a certain distance from another use or district, such separation distance is measured from a point of the lot line on which such use is proposed to be located to the nearest point on the lot line where the other use or district is located.

P. Sign Dimensions

1. Calculation of Sign Area

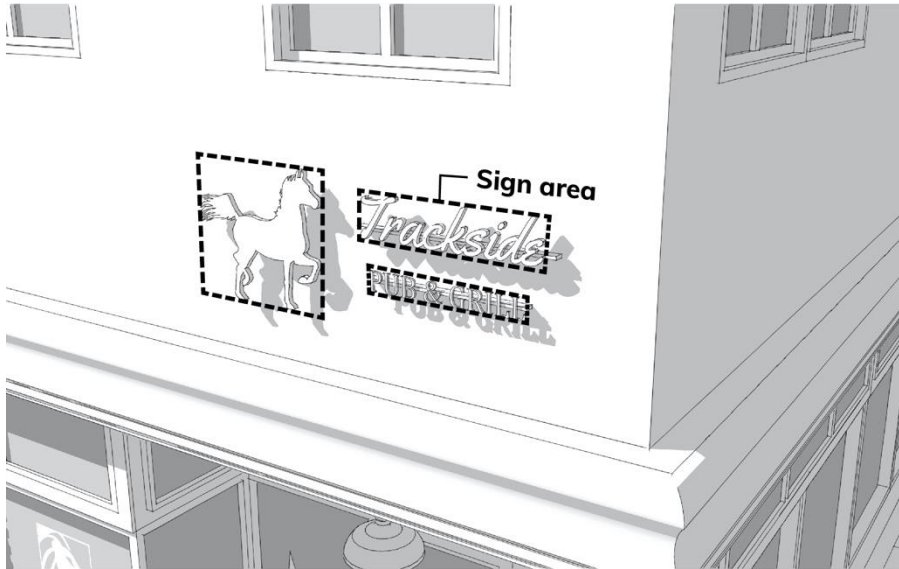
a. The sign area of each sign is the total exposed surface devoted to the sign's message, including all ornamentation, embellishment, symbols, logos, letters, characters, other figures, or frames, whether structural or decorative. The calculation of sign area does not include any supports or bracing. For channel letters or freestanding logos/symbols, the sign area is calculated as the customary, applicable mathematical formula for the total area of each square, circle, ellipse, rectangle, or triangle, or combination thereof, that encompasses each word, logo, image, background, and/or display.

b. Window area for the purpose of calculating maximum area of window signs is calculated as a continuous surface until divided by an architectural or structural element. Muntins or mullions one inch or less in size are not considered an element that divides window area. Total window area is calculated as length times width of the window area. Only the individual letters or logos of the window sign shall be used in the calculation of surface area. The transparent film around the perimeter of the individual letters or logos comprising the window sign and used to affix the window sign to the interior or exterior of a windowpane or glass door shall be exempt from the area calculations, provided that such portion of the transparent film maintains 100% transparency of the window.

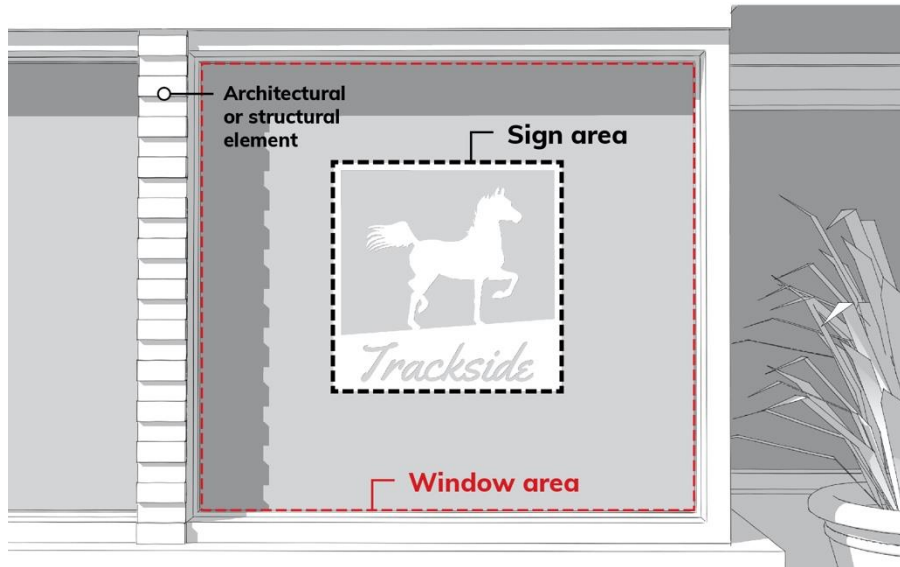
SIGN AREA - SIGN WITH BACKGROUND



SIGN AREA - CHANNEL LETTERS/FREESTANDING LOGOS



SIGN AREA - WINDOW SIGNS



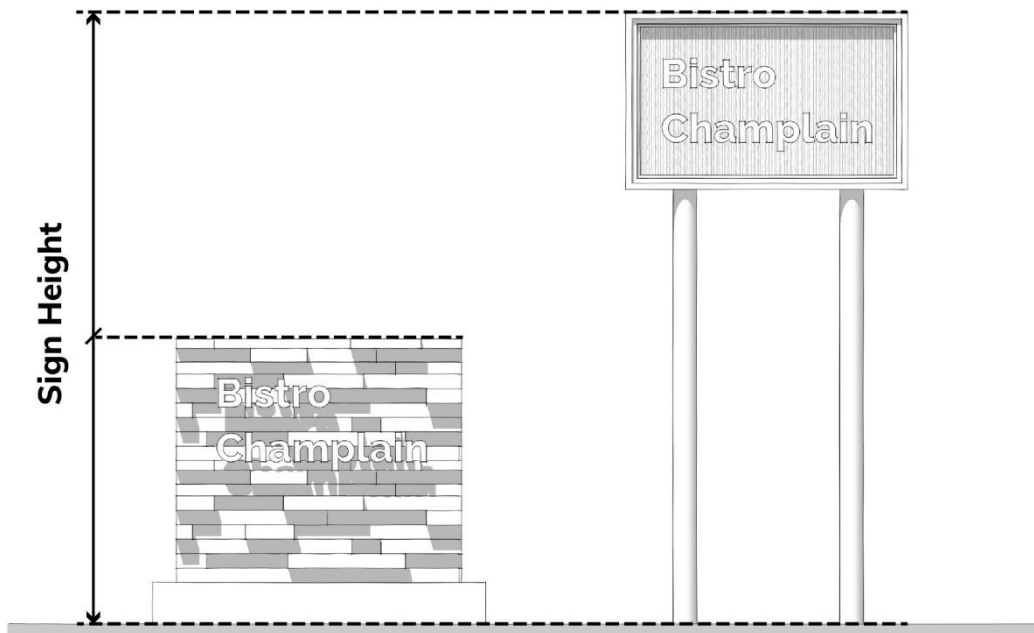
2. Measurement of Sign Height

For ground signs, sign height is measured as the vertical distance measured from the normal grade at the base of the sign to the highest point of the sign, including any decorative elements. Normal grade shall be construed to be the existing grade prior to construction or the newly established grade after construction, exclusive of any fill, berm, mound, or excavation solely for the purpose of locating the sign, whichever is lower.

3. Measurement of Vertical Clearance

For building-mounted signs, vertical clearance is measured as the vertical distance measured from the ground directly below the sign to the lowest point of the sign.

SIGN HEIGHT



VERTICAL CLEARANCE



4. Determination of Number of Sign Faces

If the interior angle between two sign faces is 45° (degrees) or less, the sign area is computed as the area of one face only. If the angle between two sign faces is greater than 45° (degrees), the total sign area is computed as the sum of the areas of the two faces.

5. Sign Setback

A required sign setback is measured from the applicable lot line to the closest component of the sign or sign structure.

Q. Yards and Setbacks

1. General Definitions

- a.** A yard is the open space area between the building line of a principal building and the adjoining lot lines, exclusive of facade articulation, such as window or wall recesses and projections.
- b.** A required setback is the required minimum distance a principal building must be located from a lot line, which is unoccupied and unobstructed by any projections of a principal building, unless permitted by this Ordinance.
 - i.** A build-to zone is considered a required setback. In the case of a build-to zone, the setback is the defined area (defined by minimum and maximum build-to lines) where the principal building must be located.
- c.** A setback may be equal to or lesser than a yard.
- d.** A setback is located along the applicable lot line for the minimum depth specified by the zoning district in which such lot is located.

2. Front Yard and Front Setback

The front yard and front setback extend the full width of the lot between side lot lines measured perpendicular to the front lot line.

- a.** Front Yard: A front yard is located between a principal building line and the front lot line.
- b.** Front Setback: A front setback is the required minimum distance per the zoning district that a principal building must be located from the front lot line.
- c.** Front setbacks on irregular lots are subject to the additional provisions:
 - i.** On a lot with a radial (curved) front lot line, the required front setback, as measured from the right-of-way line follows the curve of the lot line.
 - ii.** For flag lots, the front yard and setback is measured from the rear lot line of the lot that separates the flag portion of the lot from the street. For multiple flag lots that utilize a common drive, the front yard and setback may be measured from the lot line of the pole or access strip, as extended into the lot.
- d.** Front setback averaging is calculated as per Section 3.3.B.1.

3. Interior Side Yard and Interior Side Setback

The interior side yard and interior side setback extend along the interior side lot line between the front and rear yard or setback, measured perpendicular to the interior side lot line.

- a.** Interior Side Yard: An interior side yard is located between a principal building line and the interior side lot line.
- b.** Interior Side Setback: An interior side setback is the required minimum distance per the zoning district that a principal building must be located from the interior side lot line.
- c.** Total Interior Side Setback: The total combined interior side setback required on the lot. This standard does not apply to corner lots.
- d.** For single-family semi-detached and single-family attached developments, the interior side yard and interior side setback are only applicable to the side of the unit not located on the lot line (no shared wall attachment to another unit). For townhouse developments, the interior side yard and interior side setback are only applicable to end units of the development townhouse building.

Article 21. Definitions & Measurement Methodologies

4. Corner Side Yard and Corner Side Setback

The corner side yard and corner side setback extend along the corner side lot line between the front yard or front setback and the rear lot line, measured perpendicular to the corner side lot line.

- a.** Corner Side Yard: A corner side yard is located between a principal building line and the corner side lot line.
- b.** Corner Side Setback: A corner side setback is the required minimum distance per the zoning district that a principal building must be located from the corner side lot line.

5. Rear Yard and Rear Setback

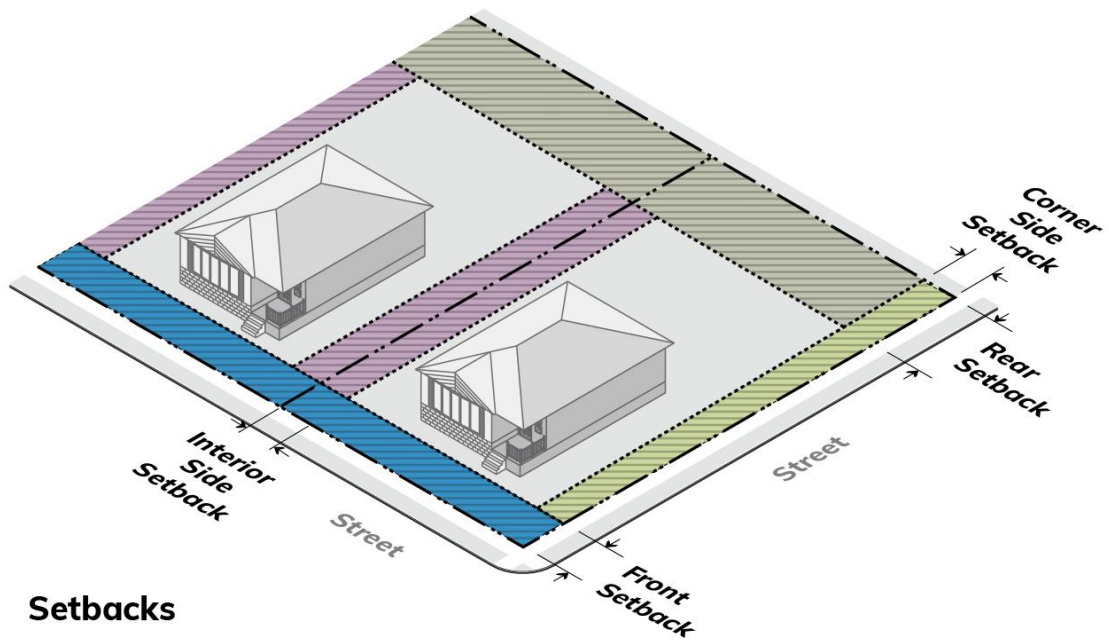
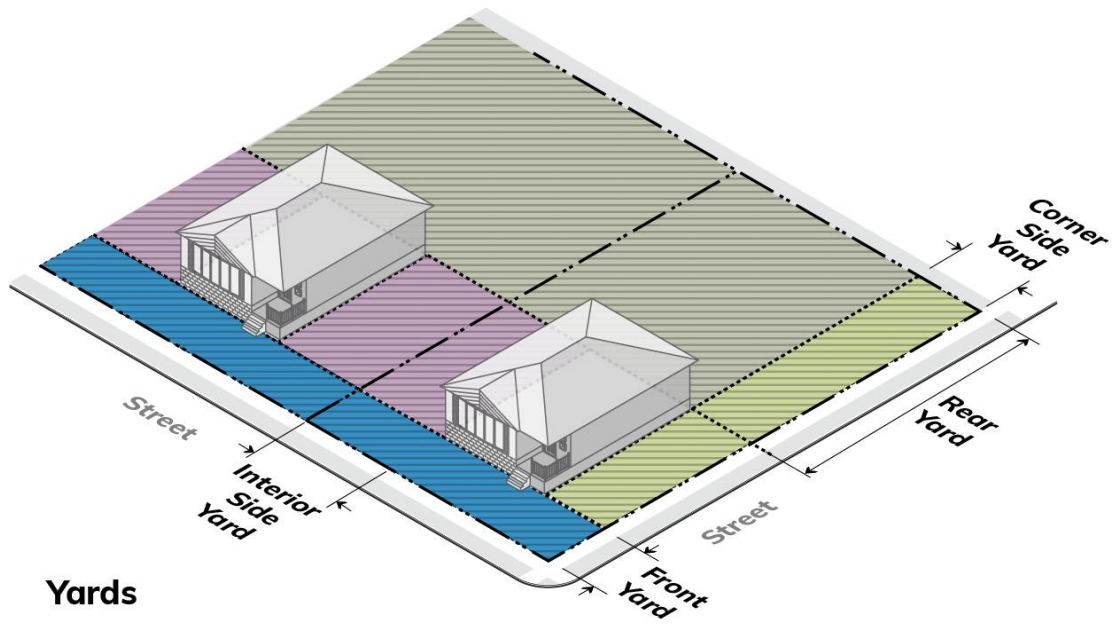
The rear yard and rear setback extend between interior side lot lines, measured perpendicular to the rear lot line.

- a.** Rear Yard: A rear yard is located between a principal building line and the rear lot line.
- b.** Rear Setback: A rear setback is the required minimum distance per the zoning district that a principal building must be located from the rear lot line.
- c.** In the case of a corner lot, the rear yard and rear setback extend between the interior side lot line to the required corner side setback, measured perpendicular to the rear lot line.

7. Yard and Setback Requirements for Through Lots

For through lots, both the front and the rear required setbacks must meet the required front setback of the zoning district.

YARDS AND SETBACKS



Problem Gambling Awareness Month 2022

WHEREAS, problem gambling is a preventable public health issue that affects over 600,000 New York residents of all ages, races, and ethnic backgrounds, and causes significant societal and economic costs for families, businesses and communities.

WHEREAS, expanding availability and accessibility of gambling activities in New York State increase our collective risk for problem gambling.

WHEREAS problem gambling is treatable, and treatment is effective in minimizing this harm to both individuals and society as a whole.

WHEREAS, promoting public awareness provides New Yorkers an opportunity to educate the public and policy makers about the warning signs and available support for individuals and families struggling with problems related to gambling activity.

WHEREAS the New York Council on Problem Gambling and its partners have encouraged individuals, professionals, and organizations to join the effort to raise awareness of this issue, support those struggling and become advocates for the cause through StrongerThanYouThinkNY.org;

WHEREAS, the New York Council on Problem Gambling, and the Northeast Problem Gambling Resource Center invite all residents of Saratoga Springs, NY to participate in Problem Gambling Awareness Month.

WHEREAS, the National Council on Problem Gambling, the New York Council on Problem Gambling and the Northeast Problem Gambling Resource Center has designated March 2022 as Problem Gambling Awareness Month.

THEREFORE, I, Ron Kim, Mayor do hereby proclaim the month of March 2022 as

Problem Gambling Awareness Month in the city of Saratoga Springs, NY

and encourage all citizens to support the New York Council on Problem Gambling, and the Northeast Problem Gambling Resource Center in their efforts to raise awareness and stimulate action for the issue of problem gambling with friends, family, clients, and communities.



Signature



Date

RESOLUTION BY THE CITY OF SARATOGA SPRINGS, NEW YORK

(Locally Administered Project)

RESOLUTION NUMBER:_____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project Geyser Road (CR 43) Ballston Avenue (NY 50) Intersection, City of Saratoga Springs, Saratoga County, P.I.N. 1759.83 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the City of Saratoga Springs desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design and Construction/Construction Inspection.

NOW, THEREFORE, the City Council, duly convened does hereby

RESOLVE, that the City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the City Council hereby authorizes the City of Saratoga Springs to pay in the first instance 100% of the federal and non-federal share of the cost of Design and Construction/Construction Inspection work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$25,000.00 has been appropriated pursuant to the Saratoga Springs city budget process and made available to cover the cost of participation in the Design and Construction/Construction Inspection phases of the Project; and it is further

RESOLVED, that the additional sum of \$3,753,074.00 is hereby appropriated pursuant to the Saratoga Springs city budget process and made available to cover the cost of participation in the Design and Construction/Construction Inspection phases of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City Council of the City of Saratoga Springs shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Mayor of the City of Saratoga Springs be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Saratoga Springs with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately.

Ayes: __ Nays: __

Dated: *August 6, 2019*

STATE OF NEW YORK)

)S.S:

COUNTY OF Saratoga)

I, _____, Clerk of the _____ New York, do hereby certify that I have compared the foregoing copy of the resolution with the original resolution of file in my office and that the same is a true and correct transcript of said original resolution and of the whole thereof as duly adopted by said _____ at a meeting duly called and held at _____ on _____ by the required necessary vote of the members to approved the resolution.

WITNESS, my hand and the official seal of the _____ of _____, New York, the _____ day of _____, 2019.

Clerk



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

PATRICK S. BARNES, P.E.
Regional Director

March 4, 2022

Tina Carton
Planning Department
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

RE: PIN 1760.86/ D035900 – Saratoga Greenbelt Downtown Connector, City of
Saratoga, Saratoga County

Dear Ms. Carton

Please be advised that this Department is in receipt of the Contract Award Package for the above subject, locally administered, Federal-Aid project. It appears, based on your recommendation, that you have selected Rifenburg Contracting Corp for award of the contract.

After reviewing the Contract Award Package, we have deemed the package complete according to the Local Projects Manual (LPM). This project has a 7% DBE goal. Consider this letter as New York State Department of Transportation concurrence with your selection. You may now award the contract to Rifenburg Contracting Corp and commence construction.

Remember that this concurrence is based on the belief that there is no outstanding right of way issues. The Contractor cannot perform work on any property where the ROW has not been acquired including temporary easements, permanent easements, fees or releases. Also, there must be no utility issues. There will be no federal reimbursement for delay charges related to these items if agreements are not in place. Also, all necessary construction permits are the responsibility of the Sponsor to obtain. And finally, any contractor who fails to commit to a contract's DBE goal is obligated to continue their efforts and GFE for the life of the contract continually updating their efforts.

Please be sure that a representative of this office as well as our Regional Materials and Geotechnical Engineer are present at the preconstruction meeting for this project and that they are provided with all the items that are required to be submitted to NYSDOT at that time.

If you have any questions or need any further information, please contact me at 518-485-0655.

Sincerely,

Alexander Poland

Alexander Poland
Regional Local Project Liaison
NYS Department of Transportation, R-1

Request for Certification of Sufficient Funds

Submittal Date: 3/4/2022

The Department of Mayor - OPED requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

Vendor: Rifenburg Contracting Corp., #9084

Project: Construction of the Saratoga Greenbelt Trail Downtown Connector

City Council Approval:

- City of Saratoga Springs released an RFP on January 14, 2022 to retain a construction contractor to provide all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in the specifications within RFP #2022-1 for a Federally-Funded project.
- On February 11, 2022, the City received five (5) bids and the lowest bidder was Rifenburg Contracting Corp.
- On March 4, 2022, the NYSDOT deemed the Contract Award Package complete according to the Local Projects Manual (LPM) and concurred with the selection of Rifenburg Contracting Corp. to award the project.
- On March 15, 2022, a contract will be added to the City Council meeting between the CITY OF SARATOGA SPRINGS, NY and RIFENBURG CONTRACTING CORP. in the amount of \$ 2,880,467.35.

Org/Object/Proj(s): H3517142-52000-1252

Amount Requested for Approval: \$ 2,880,467.35

Current Amount Available: \$ 2,871,652.93 (End of Yr PO to Commissioner of Finance PO 210470 - \$3,161,652.93 and \$170,000 Budget Transfer of \$170,000 approved 3/1/2022 – and minus \$460,000 for pending GPI Contract on 3/15/2022)

Transfer/Amendment Pending: \$ 20,000 (Pending 3/15/2022 Budget Transfer at City Council Meeting)

Transfer/Amendment Date: 3/15/2022



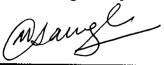
Department Head Signature

3/7/22

Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:

00CBE3FAAE9B4F8...

3/9/2022

Commissioner of Finance

Approval Date

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made on the day of March in the year 2022 by and between the City of Saratoga Springs, a municipal subdivision of the State of New York, (hereinafter called OWNER or City) and Rifenburg Contracting Corp. (hereinafter called the CONTRACTOR).

WITNESSETH that the City and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project will provide a 1.6-mile trail that begins at the intersection of Lake Avenue/High Rock Avenue and ends at the existing trail terminus on Excelsior Avenue. The project will construct a 10-foot-wide multi-use path on the north side of the roadways. It will also reconstruct the High Rock Avenue/Excelsior Avenue/Warren Street intersection so that both Warren Street and the High Rock Avenue spur intersection the mainline at ninety-degree angles and are stop controlled. The mainline will operate under a free-flow condition. As a result of the trail/intersection construction there will be improvements to storm drainage, the Excelsior Avenue/East Avenue signal, roadway striping and landscaping. The project will also construct segments of sidewalk to connect the existing network located primarily on the south side of the roadways. Miscellaneous appearances such as benches, wayfinding signage, bike racks will be installed to support the trail.

ARTICLE 2 – ENGINEER

The Project has been designed by Greenman-Pedersen, Inc who is hereinafter called ENGINEER and who is to act as OWNERS representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.1. Assuming a start time of April 1, 2022 the Work will be completed and ready for final payment on or before December 1, 2022. Prior to final payment a walkthrough with the City, NYSDOT, Engineer, and Contractor must be performed with all punch list items addressed.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize delays, expense and difficulties involved in proving the actual loss suffered by the OWNER is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Liquidated Damages assessed in accordance with the current NYSDOT Standard Specifications, Section 108-03 and/or Table 108-1 "Schedule of Liquidated Damages" included below. If Section 108-03 and/or Table 108-1 are amended during the project, the amended provision shall control. The Reference to the "Commissioner of Transportation" shall be read to mean OWNER.

Table 108-1 - SCHEDULE OF LIQUIDATED DAMAGES		
Original Total Contract Bid Price		Liquidated Damages per Calendar Day
From More Than	To and Including	
\$0	\$100,000	\$500

\$100,000	\$500,000	\$1,000
\$500,000	\$2,000,000	\$1,500
\$2,000,000	\$5,000,000	\$2,000
\$5,000,000	\$10,000,000	\$2,500
\$10,000,000	\$20,000,000	\$4,000
\$20,000,000	-	\$7,000

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

- 4.1. for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work time the estimated quantity of that item as indicated in the Bid Summary Forms:

TOTAL OF ALL UNIT PRICES Two Million Eight Hundred Eighty Thousand Four
Hundred Sixty Seven Dollars and Thirty Five
Cents \$ 2,880,467.35 dollars
(Use words) (figures)

- 4.2. As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.C of the General Conditions.

ARTICLE 5 - PAYMENTS

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions, Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

- 5.1. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, on or about the 10th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in General Requirements.

- 5.1.1. As the work progresses in accordance with the contract and in a manner that is satisfactory to the Owner, the Owner hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The Owner shall once in each month and on such days as it may fix, determine the quantity of work completed and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the monies due as determined by the Engineer. No monthly payment shall be rendered unless the value of the work completed equals 5% of the contract amount or \$1,000, whichever is the lesser. Semi-monthly payments may be rendered provided (a) the value of work performed in two successive weeks is more than \$50,000 or (b) the Engineer deems it to be on the best interest of the Owner to do so. The Contractor shall not hold any retainage from any Subcontractor.

5.1.2. When in the opinion of the Engineer, a Contractor has fully performed the work under the contract, the Engineer shall recommend to the Owner the acceptance of work so completed. If the Owner accepts the recommendation of the Engineer, he/she shall thereupon by letter notify the Contractor, with copies to the other interested parties, of such acceptance. Prior to the final acceptance of the work by the Owner, the contract work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.

5.2. The City reserves the right, at any time, to modify or change the Plans or Specifications as deemed necessary, and the Agreement shall not be invalidated thereby, however;

5.3. If the Contractor considers that he is being required to perform extra work for which no Change Order has been issued, he shall serve Written Notice upon the City prior to such extra work is performed. On failure to serve this Notice, all rights of the Contractor to be paid therefore shall be forfeited.

5.4. Upon final completion and acceptance of the work in accordance with section 14.07 of the General Conditions, the City shall pay the remainder of the Contract Price as recommended by the Engineer as provided in said section 14.07.

ARTICLE 6 - INTEREST

N.Y. State Fin. Law §16 provides that the interest rate on judgments against the state "shall not exceed nine per centum per annum." (The rate was amended upwards in 1982, from 6 percent to 9 percent.) The "shall not exceed" language permits courts to apply a lower rate upon evidence warranting departure from the presumptive 9 percent rate.

ARTICLE 7 - CONTRACTOR REPRESENTATIONS.

In order to induce the OWNER to enter into this Agreement the CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including Addenda listed in Article 8) and other related data identified in the Bidding Documents including "technical data."
- 7.2 CONTRACTOR as visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth on paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawing are not Contract Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully

studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations test, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, test, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR is aware of the general nature of the work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to the CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the Owner and the Contractor concerning the Work consist of the following:

- 8.1. This Agreement
- 8.2. Performance, Payment and other Bonds
- 8.3. Notice to Proceed
- 8.4. General Conditions
- 8.5. Supplementary Conditions
- 8.6. All technical specification as set forth in the Table of Contents
- 8.7. Drawings consisting of a cover sheet and sheets numbered 1 through 113, inclusive with each sheet bearing the following general title: **SARATOGA DOWNTOWN CONNECTOR TRAIL**
- 8.8. Addenda numbers 1 to 7, inclusive
- 8.9. CONTRACTOR's Bid Pages as set forth in the Bidders Checklist
- 8.10. Documentation submitted by CONTRACTOR & SUBCONTRACTORS prior to Notice of Award including:
 - As identified in the Bidder's Checklist (BC-1)
 - Documentation submitted by Contractor prior to Notice of Award
 - DMWBE Utilization Package in EBO
- 8.11. Appendix A – Additional Provisions

- 8.12. State and/or Federal Prevailing Wage Schedules, as applicable
- 8.13. All other documents set forth in this project manual except Supplemental Information Available to Bidders
- 8.14. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS.

9.1. Terms used in this Agreement shall have the same meanings which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. Neither the County nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the County.

9.4. The County and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.5. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.6. OTHER PROVISIONS

9.6.1. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City of Saratoga Springs, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon the City of Saratoga Springs, its boards, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Contractor's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of Contractor's work or from any of the acts or omissions on the part of the Contractor, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law. The City of Saratoga Springs and the Contractor shall notify each other in writing within

thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions.

9.6.2. GOVERNING LAW / FORUM SELECTION: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State Court located within the County of Saratoga.

9.6.3. INDEPENDENT CONTRACTOR: The relationship of the Contractor to the City, individually, arising out of this Agreement shall be that of an independent contractor. The Contractor, in accordance with its status as independent contractor, covenants and agrees that it will conduct itself in a manner consistent with such status, that neither Contractor, nor any member hereof, or person, firm, company, agency, association, corporation, or organization engaged by Contractor as an expert, consultant, independent contractor, specialist, trainee, employee, servant or agent will hold himself out as, or claim to be, an officer or employee of the County by reason hereon, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership credit.

All personnel of the Contractor shall be within the employ of the Contractor, which alone shall be responsible for their work, direction and compensation. Nothing in this Agreement shall impose any liability or duty on the County on account of any acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation, or organization engaged by Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature, including, but not limited to, unemployment insurance, disability coverage, and worker's compensation, and Contractor hereby agrees to indemnify and hold individually harmless the City against such liabilities.

9.7. The insurance provided for this project is required to meet the requirements set forth in Section 107-06 of New York State Department of Transportation Standard Specifications and City of Saratoga Springs Risk and Safety Agreement for Contractor Services. The Risk and Safety Agreement is contained within the project manual and must be submitted as part of the CONTRACTOR'S bid package. In the event there is a discrepancy in insurance limits then the higher limits shall prevail.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR, or identified by ENGINEER on their behalf.

This Agreement will be effective on March 4, 2022 (which is the Effective Date of the Agreement).

OWNER _____

By: _____

[COPORATE SEAL]

Attest: _____

Address for giving notices

(If OWNER is a public body, attached evidence of authority to sign and resolution or other documents

CONTRACTOR: Rifenburg Contracting Corp.

By: WILLIAM J. DEMARIA

[CORPORATE SEAL]

Attest: _____

Address for giving notices

1175 Hoosick Road
Troy, NY 12180

License No. _____

authorizing execution of Agreement

Agent for services of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

ACKNOWLEDGMENT OF CITY

- (a)
(b) *State of New York* } ss
(c) *City of Saratoga Springs* } ss

On thisday of, 20..... before me, the undersigned, a Notary Public in and for said State, personally appeared _____, as Mayor of the City of Saratoga Springs, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and that said _____ duly acknowledged to me that he executed the same pursuant to the power and authority vested in him by the City of Saratoga Springs, and that by his signature on the instrument he executed the instrument pursuant to the authority vested in him.

.....
Notary Public

ACKNOWLEDGMENT OF CONTRACTOR

State of New York } ss
County of Rensselaer } ss

On this 4th day of March, 2022, before me, the undersigned, a Notary Public in and for said State personally came and appeared William J. De Maria, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who, being by me duly sworn, did depose and say that he she resides at Saratoga Springs, NY and that he she is the Vice President of Rifenburg Contracting Corp.

the corporation described in and which executed the foregoing instrument, that he/she knows the seal of said corporation, that one of the seals affixed to said instrument is such as was so affixed by order of the directors of said corporation, and that he / she signed his / her name hereto by the order.

Kristen Fisk
Notary Public



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2022

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

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

PRODUCER Amsure - Albany 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044	CONTACT NAME: Lisa M Angerami	
	PHONE (A/C, No, Ext): 518 458-1800	FAX (A/C, No): 518 458-8390
	E-MAIL ADDRESS: langerami@amsureins.com	
INSURED Rifenburg Contracting, Corp. 1175 Hoosick Rd Troy, NY 12180	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Arch Insurance Company	
	INSURER B: Starr Indemnity & Liability Company	
	INSURER C: Arch Indemnity Insurance Company	
	INSURER D: Navigators Insurance Company	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	11PKG8917909	12/31/2021	12/31/2022	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X X	11PKG8917909	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X X	1000584870211	12/31/2021	12/31/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	14WCI8924709	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability		RK21EXC831373IV	12/31/2021	12/31/2022	\$5,000,000 Excess of Primary

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured/Waiver of Subrogation coverage shown above (and marked with an X) apply only when such coverage is required by written contract signed by the insured prior to a loss.

Saratoga Greenbelt Downtown Connector Trail City RFP #2022-01 - PIN 1760.86 Contract D035900

The City of Saratoga Springs Office of Risk and Safety, New York State Department of Environmental

Conservation Division of Water, New York State Department of Transportation, Greenman-Pedersen, Inc. are

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

The City of Saratoga Springs
Office of Risk and Safety
474 Broadway, Suite 14
Saratoga Springs, NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

May Alorpe

DESCRIPTIONS (Continued from Page 1)

Additional Insured on a primary and non-contributory basis for General Liability, Auto Liability and Excess/Umbrella Liability when required by written contract. Waiver of Subrogation applies to General Liability, Auto Liability, Excess/Umbrella Liability and Workers Compensation when required by written contract. Thirty (30) Days Written Notice in the event of cancellation.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/02/2022

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

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

PRODUCER Amsure - Albany 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044	CONTACT NAME: Lisa M Angerami PHONE (A/C, No, Ext): 518 458-1800 FAX (A/C, No): 518 458-8390 E-MAIL ADDRESS: langerami@amsureins.com																					
INSURED Rifenburg Contracting Corp. 1175 Hoosick Road Troy, NY 12180	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Endurance American Insurance Co.</td><td>10641</td></tr> <tr> <td>INSURER B :</td><td>North River Insurance</td><td>21105</td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Endurance American Insurance Co.	10641	INSURER B :	North River Insurance	21105	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EXN30002719301	12/31/2021	12/31/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	4th Layer Excess			522810846	12/31/2021	12/31/2022	\$5,000,000 Excess Over \$15,000,000 Underlying

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Saratoga Greenbelt Downtown Connector Trail City RFP #2022-01 - PIN 1760.86 Contract D035900

Excess Liability policies are follow form subject to all underlying policies and policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

The City of Saratoga Springs
 Office of Risk and Safety
 474 Broadway, Suite 14
 Saratoga Springs, NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ray Abaze

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**Workers'
Compensation
Board**

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

1a. Legal Name & Address of Insured (use street address only) Rifenburg Contracting Corp. 1175 Hoosick Road Troy, NY 12180 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 518-279-3265 1c. NYS Unemployment Insurance Employer Registration Number of Insured 46-20986 1d. Federal Employer Identification Number of Insured or Social Security Number 14-1721306
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) The City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Arch Indemnity Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 14WCI8924709 3c. Policy effective period 12/31/2021 to 12/31/2022 3d. The Proprietor, Partners or Executive Officers are <input checked="checked" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

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

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

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

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

Approved by: Guy Alonge, III
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: 
(Signature) (Date)

Title: President, Amsure - A Division of ATCFSI

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-458-1800

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

Workers' Compensation Law

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

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

Client#: 30507

RIFENCON1

ACORD_{TM}**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/01/2022

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

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PRODUCER Amsure - Albany 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044	CONTACT NAME: Lisa M Angerami	
	PHONE (A/C, No, Ext): 518 458-1800	FAX (A/C, No): 518 458-8390
	E-MAIL ADDRESS: langerami@amsureins.com	
INSURED The City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Arch Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	NAIC # 11150	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			99COP6037900	02/28/2022	02/28/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$ \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$ \$ \$ \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Saratoga Greenbelt Downtown Connector Trail City RFP #2022-01 - PIN 1760.86 Contract D035900**Designated Contractor: Rifenburg Contracting Corp., 1175 Hoosick Road, Troy, NY 12180****Additional Insureds: New York State Department of Environmental Conservation Division of Water, New York****State Department of Transportation, Greenman-Pedersen, Inc.****CERTIFICATE HOLDER****CANCELLATION**

The City of Saratoga Springs
Office of Risk and Safety
474 Broadway, Suite 14
Saratoga Springs, NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

May Aloré

© 1988-2015 ACORD CORPORATION. All rights reserved.

Client#: 27118

RIFENCON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2022

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

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

PRODUCER Amsure - Albany 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044		CONTACT NAME: Lisa M Angerami PHONE (A/C, No, Ext): 518 458-1800 FAX (A/C, No): 518 458-8390 E-MAIL ADDRESS: langerami@amsureins.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : Greenwich Insurance Company	NAIC # 22322
INSURED Rifenburg Contracting, Corp. 1175 Hoosick Rd Troy, NY 12180		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Pollution Liab			PEC005366903	12/31/2021	12/31/2022	\$1,000,000 Limit \$2,000,000 Ea Condition \$4,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Saratoga Greenbelt Downtown Connector Trail City RFP #2022-01 - PIN 1760.86 Contract D035900

CERTIFICATE HOLDER

CANCELLATION

The City of Saratoga Springs
 Office of Risk and Safety
 474 Broadway, Suite 14
 Saratoga Springs, NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Greg Abaze

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NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

 DATE (MM/DD/YYYY)
 12/28/2021

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY Amsure - a Division of ATCFSI		NAMED INSURED(S) Rifenburg Contracting Corp.	
POLICY NUMBER 11PKG8917909	EFFECTIVE DATE 12/31/2021	CARRIER Arch Insurance Company	NAIC CODE 11150

ADDENDUM INFORMATION**CERTIFICATE NUMBER:** _____**REVISION NUMBER:** _____**A. Insurer**

- ☒ Admitted / authorized
- ☐ Excess line or free trade zone

B. General Liability (GL) policy form

- ☒ ISO / ISO modified
- ☐ Other

C. Specific operations excluded or restricted (GL policy)

- ☐ Location: N/A
- ☐ Type of construction: N/A
- ☐ Building height: N/A
- ☐ Classifications [see attached declarations / endorsement]
- ☐ Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- ☒ CG 20 10 ☐ CG 20 26 ☐ CG 20 32 ☐ CG 20 33 ☒ CG 20 37 ☐ CG 20 38
- ☐ Other: #: _____ Title: _____

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

ADDENDUM INFORMATION (continued)

AGENCY CUSTOMER ID: _____

RIFENCON

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

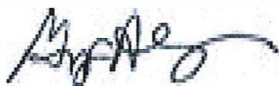
K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

☒ Yes, by specific policy provision ☐ Yes, by endorsement ☐ No and ☐ no other option is available with this insurer

AUTHORIZED REPRESENTATIVE SIGNATURE

12/28/2021

DATE (MM/DD/YYYY)



**Workers'
Compensation
Board**

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

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Rifenburg Contracting Corp. 1175 Hoosick Road Troy, NY 12180</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 518-279-3265</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 46-20986</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 14-1721306</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>The City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866</p>	<p>3a. Name of Insurance Carrier Arch Indemnity Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" 14WCI8924709</p> <p>3c. Policy effective period 12/31/2021 to 12/31/2022</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded. </p>

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

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

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

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

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

Approved by: Guy Alonge, III
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: 
(Signature) (Date)

Title: President, Amsure - A Division of ATCFSI

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-458-1800

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

Workers' Compensation Law

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

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



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) RIFENBURG CONTRACTING CORP. 1175 HOOSICK ROAD TROY, NY 12180 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (518) 279-3265 1c. Federal Employer Identification Number of Insured or Social Security Number 14 1721306
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) The City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	3a. Name of Insurance Carrier The Guardian Life Insurance Company of America 3b. Policy Number of Entity Listed in Box "1a" 00923013 0004 3c. Policy effective period <u>01/01/2022</u> to <u>01/01/2023</u>

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

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

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

Date Signed 2/28/2022 By Stuart J. Shaw
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Stuart J. Shaw, FSA, MAAA - Vice President, Group Insurance

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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



Additional Instructions for Form DB-120.1

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

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

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

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

PATRICK S. BARNES, P.E.
Regional Director

March 4, 2022

Tina Carton
Planning Department
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

RE: PIN 1760.86/ D035900 – Saratoga Greenbelt Downtown Connector, City of
Saratoga, Saratoga County

Dear Ms. Carton

Please be advised that this Department is in receipt of the Contract Award Package for the above subject, locally administered, Federal-Aid project. It appears, based on your recommendation, that you have selected Rifenburg Contracting Corp for award of the contract.

After reviewing the Contract Award Package, we have deemed the package complete according to the Local Projects Manual (LPM). This project has a 7% DBE goal. Consider this letter as New York State Department of Transportation concurrence with your selection. You may now award the contract to Rifenburg Contracting Corp and commence construction.

Remember that this concurrence is based on the belief that there is no outstanding right of way issues. The Contractor cannot perform work on any property where the ROW has not been acquired including temporary easements, permanent easements, fees or releases. Also, there must be no utility issues. There will be no federal reimbursement for delay charges related to these items if agreements are not in place. Also, all necessary construction permits are the responsibility of the Sponsor to obtain. And finally, any contractor who fails to commit to a contract's DBE goal is obligated to continue their efforts and GFE for the life of the contract continually updating their efforts.

Please be sure that a representative of this office as well as our Regional Materials and Geotechnical Engineer are present at the preconstruction meeting for this project and that they are provided with all the items that are required to be submitted to NYSDOT at that time.

If you have any questions or need any further information, please contact me at 518-485-0655.

Sincerely,

Alexander Poland

Alexander Poland
Regional Local Project Liaison
NYS Department of Transportation, R-1

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Rifenburg Contracting Corp.
1175 Hoosick Road
Troy, NY 12180

SURETY (Name, and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

City of Saratoga Springs
474 Braodway, Suite 14
Saratoga Springs, NY 12866

CONTRACT

Effective Date of Agreement: March 4, 2022

Amount: Two Million Eight Hundred Eighty Thousand Four Hundred Sixty Seven Dollars and 35/100 Dollars (\$2,880,467.35)

Description (Name and Location): Saratoga Greenbelt Downtown Connector Trail

Contract: D035900 / P# 1760.86

BOND

Bond Number: 107557748

Date (Not earlier than Effective Date of Agreement): March 4, 2022

Amount: Two Million Eight Hundred Eighty Thousand Four Hundred Sixty Seven Dollars and 35/100 Dollars (\$2,880,467.35)

Modifications to this Bond Form: N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Rifenburg Contracting Corp. (Seal)

Contractor's Name and Corporate Seal

By:

Signature

William J. DeMaria

Print Name

Vice President

Title

Attest:

Signature

Title

SURETY

Travelers Casualty and Surety Company of America (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Sandra C. Lopes

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Gabriela Camacho, Witness

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (<i>Name, Address and Telephone</i>)	Alliant Insurance Services, Inc.
Surety Agency or Broker:	131 Oliver Street, 4th Floor, Boston, MA 02110
Owner's Representative (<i>Engineer or other party</i>):	617-535-7200

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
Rifenburg Contracting Corp.
1175 Hoosick Road
Troy, NY 12180

SURETY (*Name, and Address of Principal Place of Business*):
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (*Name and Address*):
City of Saratoga Springs
474 Broadway, Suite 14
Saratoga Springs, NY 12866

CONTRACT

Effective Date of Agreement: March 4, 2022

Amount: Two Million Eight Hundred Eighty Thousand Four Hundred Sixty Seven Dollars and 35/100 Dollars (\$2,880,467.35)

Description (*Name and Location*): Saratoga Greenbelt Downtown Connector Trail

Contract: D035900 / PIN 1760.86

BOND

Bond Number: 107557748

Date (*Not earlier than Effective Date of Agreement*): March 4, 2022

Amount: Two Million Eight Hundred Eighty Thousand Four Hundred Sixty Seven Dollars and 35/100 Dollars (\$2,880,467.35)

Modifications to this Bond Form: N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Rifenburg Contracting Corp. (Seal)

Contractor's Name and Corporate Seal

By:

Signature

William J. DeNaria

Print Name

Vice President

Title

Attest:

Signature

Title

SURETY

Travelers Casualty and Surety Company of America (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Sandra C. Lopes

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Gabriela Camacho, Witness

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (<i>Name, Address and Telephone</i>)	Alliant Insurance Services, Inc.
Surety Agency or Broker:	131 Oliver Street, 4th Floor, Boston, MA 02110
Owner's Representative (<i>Engineer or other party</i>):	617-535-7200

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF New York }
COUNTY OF Rensselaer } SS

On this 4th day of March, 2022 before me personally appeared William J. DeMaria to be known, who, being by me duly sworn, did depose and say; that he resides at Saratoga Springs NY, that he is the Vice President of Risenburg Contracting Corp. the corporation described in and which executed the within insurance instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he signed his name thereto by like order.

Kristen Fisk



ACKNOWLEDGMENT OF PRINCIPAL - IF INDIVIDUAL OR FIRM

STATE OF }
COUNTY OF } SS

On this day of before me personally appeared to me know to be (the Individual) (one of the firm) of described in and who executed the within instrument and he/she thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF MASSACHUSETTS }
COUNTY OF SUFFOLK } SS

On this 4th day of March, 2022, before me personally came Sandra C. Lopes to me known, who, being by me duly sworn, did depose and say; that he/she resides in Boston, State of Massachusetts, that he/she is the Attorney-in-Fact of the Travelers Casualty and Surety Company of America the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Travelers Casualty and Surety Company of America (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

Nicole Roy
Notary Public



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2021

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 4,178,693,571	LOSSES	\$ 1,122,815,478
STOCKS	114,786,486	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	695,864
CASH AND INVESTED CASH	236,770,155	LOSS ADJUSTMENT EXPENSES	159,285,563
OTHER INVESTED ASSETS	4,526,223	COMMISSIONS	35,618,399
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	4,589,444	OTHER EXPENSES	36,401,381
INVESTMENT INCOME DUE AND ACCRUED	36,933,276	TAXES, LICENSES AND FEES	12,207,838
PREMIUM BALANCES	301,257,638	CURRENT FEDERAL AND FOREIGN INCOME TAXES	8,751,186
REINSURANCE RECOVERABLE	54,828,629	UNEARNED PREMIUMS	1,157,893,732
NET DEFERRED TAX ASSET	56,521,569	ADVANCE PREMIUM	964,295
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	33,124,477	POLICYHOLDER DIVIDENDS	13,993,267
OTHER ASSETS TRI-PARTY / TAX CREDIT BONDS	1,436,195	CEDED REINSURANCE NET PREMIUMS PAYABLE	70,509,295
OTHER ASSETS	1,943,169	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	52,326,253
		REMITTANCES AND ITEMS NOT ALLOCATED	15,935,338
		PROVISION FOR REINSURANCE	7,930,280
		PAYABLE FOR SECURITIES	14,986,150
		PAYABLE FOR SECURITIES LENDING	4,589,444
		ESCHEAT LIABILITY	614,973
		RETROACTIVE REINSURANCE RESERVE ASSUMED	798,263
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,810
		TOTAL LIABILITIES	\$ 2,716,318,809
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,868,808,262
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,309,092,022
TOTAL ASSETS	\$ 5,025,410,831	TOTAL LIABILITIES & SURPLUS	\$ 5,025,410,831

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2021.

Michael J. Doody
VICE PRESIDENT - FINANCE

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUBSCRIBED AND SWORN TO BEFORE ME THIS
20TH DAY OF AUGUST, 2021



**STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES**

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE
LAW**

It is hereby certified that

**Travelers Casualty and Surety Company of America
of Hartford, Connecticut**

a corporation organized under the laws of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$2,091,034,607. (Capital \$6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2020, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-
unto set my hand and affixed the
official seal of this Department
at the City of Albany, this 9th
day of April, 2021.

Linda A. Lacewell
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent

107557748

COUNTY OF Suffolk

Subscribed to and sworn before me this 4th day of March, 2022

BY:

Sandra C. Lopes

ATTORNEY-IN-FACT

(NOTARY)

Nicole Roy



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SANDRA C LOPES** of **BOSTON**, **Massachusetts**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **March**, **2022**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

December 8, 2021 (revision 2)
November 18, 2021 (revision 1)
October 20, 2020

Ms. Christina Carton
Admin of Parks, Open Lands, Historic Preservation, and Sustainability
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

**Re: Supplemental No. 1 – Construction Support & Inspection Services
PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs, Saratoga County, New York**

Dear Ms. Carton:

Enclosed for your review and approval is Supplemental Agreement No. 1 for the rendering of construction support and inspection services on the above referenced project. This revision reflects comments that were received from your office on December 1, 2021 and today. The enclosed agreement includes three attachments:

- Attachment A - Project Description and Funding
- Attachment B - Supplemental Scope of Services
- Attachment C - Staffing Tables and Summary of Costs

The maximum amount payable for construction support and inspection under this supplemental agreement is \$460,000.00.

Please note that the fee proposed is contingent upon the Contractor providing engineering field office and supplies as included in the construction documents.

If the enclosed agreement meets with your approval, please have the mayor sign and return. Once we receive it, we will sign and return a fully executed copy of the agreement to you for your records.

Should you have any questions regarding the enclosed information or require any additional information, please feel free to contact me at 518.898.9512 or ccornwell@gpinet.com.

Sincerely,

GPI/Greenman-Pedersen, Inc.



Christopher C. Cornwell, P.E., LEED AP
Vice President/Highway Department Manager

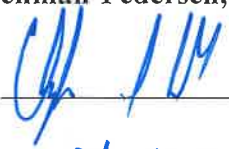
\\NY2FS1V\Engineering\2017\2017166.00 Saratoga Greenbelt DC\Contract\CI Agreement\Final_CI Agreement 2021_12_8.doc

PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs
Saratoga County, NY

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: City Contract # _____

Pursuant to Resolution No. ____ for 202__, Adopted _____, 202__

City of Saratoga Springs	Greenman-Pedersen, Inc.
By: _____	By: 
Date: _____	Date: <u>2/15/2022</u>

STATE OF NEW YORK

SS:

_____ OF _____

On this _____ day of _____, 202__ before me, the subscriber, personally appeared to me known as _____, who, being by me duly sworn, did depose and say- that he/she resides at _____, New York; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of the City.

Notary Public, _____, N.Y.

STATE OF NEW YORK

SS:

County of Albany

On this 15th day of February, 2022 before me, the subscriber, personally appeared to me known as Christopher C. Cornwell, who, being by me duly sworn, did depose and say- that he/she resides at 157 Horizon Drive, Richmondville NY 12149; that he a Vice President of Greenman-Pedersen, Inc., the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of the Consultant.

KIMBERLY K DEMPSEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6303449
Qualified In Saratoga County
My Commission Expires 05-12-2022


Notary Public, 5-12-2022, N.Y.

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: 1760.86

Term of Agreement Ends: June 30, 2023

BIN: N/A

- ☐ Main Agreement
☐ Amendment to Agreement # _____
☒ Supplement to Agreement # 1

Phase of Project Consultant to work on:

- ☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Construction, C/I, & C/S

Dates or term of Consultant Performance: _____ through _____

Start Date: March 2, 2022

Finish Date: June 30, 2023

PROJECT DESCRIPTION:

Construction Support and Inspection Services for the Saratoga Springs Greenbelt Trail Downtown Connector.

Project Location:

City of Saratoga Springs, Saratoga County, New York

Consultant Work Type(s): See Attachment B for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$ \$460,000

ATTACHMENT B

SCOPE OF SERVICES

CONSTRUCTION SUPPORT & INSPECTION SERVICES

Saratoga Springs Greenbelt Trail Downtown Connector

PIN 1760.86

EXECUTIVE SUMMARY

Saratoga Springs Greenbelt Trail Downtown Connector

PIN 1760.86

This project will be a primary segment of the Saratoga Greenbelt Trail and will extend parallel to and/or on City streets from the corner of Lake Avenue to the western entrance of the NYSDOT Route 50 /87 bicycle and pedestrian overpass. It will enable safe access for bicyclists and pedestrians to and along the arterial street networks and downtown areas through the creation of sidewalks, bike lanes, and/or off-road trails to connect the gap in the larger transportation network. It is expected to utilize best practices for complete streets design and be ADA compliant.

The project will provide a 1.6-mile trail that begins at the intersection of Lake Avenue/High Rock Avenue and ends at the existing trail terminus on Excelsior Avenue. The project will construct a 10-foot-wide multi-use path on the north side of the roadways. It will also reconstruct the High Rock Avenue/Excelsior Avenue/Warren Street intersection so that both Warren Street and the High Rock Avenue spur intersection the mainline at ninety-degree angles and are stop controlled. The mainline will operate under a free-flow condition. As a result of the trail/intersection construction there will be improvements to storm drainage, the Excelsior Avenue/East Avenue signal, roadway striping and landscaping. The project will also construct segments of sidewalk to connect the existing network located primarily on the south side of the roadways. Miscellaneous appearances such as benches, wayfinding signage, bike racks will be installed to support the trail.

Construction is anticipated to begin in the Spring 2022 and be complete by December 1, 2022.

GPI will provide construction support and inspection services.

All work will be constructed as per the NYSDOT Standard Specifications (Construction and Materials).

The estimated cost for construction is approximately \$2,674,000

Table of Contents

Section 1	General
Section 6A	Additional Design, Coordination and ROW Services
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

SECTION 1 – GENERAL

1.01 Project Description and Location

This project is known as: **Saratoga Springs Greenbelt Trail Downtown Connector
PIN 1760.86**

City (Sponsor): **Saratoga Springs**

County: **Saratoga**

Project Description:

This project will be a primary segment of the Saratoga Greenbelt Trail and will extend parallel to and/or on City streets from the corner of Lake Avenue to the western entrance of the NYSDOT Route 50 /87 bicycle and pedestrian overpass. It will enable safe access for bicyclists and pedestrians to and along the arterial street networks and downtown areas through the creation of sidewalks, bike lanes, and/or off-road trails to connect the gap in the larger transportation network. It is expected to utilize best practices for complete streets design and be ADA compliant.

This project incorporates the integration of non-motorized transportation and recreational uses, including walking, running, and bicycling as well as transit improvements within a primary urban corridor. The 1.66 mile project will generally consist of the construction of a combination 10' multi-use trail along High Rock Ave and Excelsior Ave. In addition, the project includes the reconstruction the intersection of Excelsior Ave/High Rock Ave and Warren Street. This project will also incorporate benches, LED street lighting along High Rock Park, and address landscape and stormwater improvements resulting from project construction.

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Contract Administrator

The **City's** Contract Administrator for this project is **Christina Carton Admin of Parks, Open Lands, Historic Preservation, and Sustainability** who can be reached at (518) 587-3550 x2534.

All correspondence to the **City** should be addressed to:

**Ms. Christina Carton Admin of Parks, Open Lands, Historic Preservation, and Sustainability
474 Broadway
Saratoga Springs City Hall
Saratoga Springs, NY 12866**

The Contract Administrator should receive copies of all project correspondence directed other than to the **City**.

1.03 Project Classification

This project has been determined to be a Class II Programmatic Categorical Exclusion under USDOT Regulations, 23 CFR 771. FHWA is the lead agency for the National Environmental Policy Act (NEPA) process.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) has been determined to be a Type I Action. The City of Saratoga Springs was the lead agency for the SEQRA process.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 6A	Additional Design, Coordination and ROW Services
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **City** with Construction Inspection, and other data specifically described in Sections 1, 6A, 9 and 10.

1.05 Project Familiarization

The **Consultant** will become familiar with the project documents before starting any work. This includes a thorough review of all plans, specifications and estimates.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **City's** Contract Administrator. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.
- It is assumed that bi-weekly project meetings will be held at the Inspector's office for the construction duration.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **City** on a monthly basis a Progress Report in a format approved by the **City**. The Progress Report must contain the "Progress Report Summary Sheet" (Appendix 6-H of the "Procedures for Locally Administered Federal Aid Projects" manual). The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges (In cases where all work under this contract is officially suspended by the **City**, this task will not be performed during the suspension period).

As part of the Cost Control Report, certified payrolls will be provided. Non-direct salary cost for mileage reimbursement shall not exceed the federal rate.

1.08 Policy and Procedures

This project will be progressed in accordance with the current version of the "Procedures for Locally Administered Federal Aid Projects" manual, including the latest updates.

1.09 Specifications

The project will be constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials – US Customary Units, including all applicable revisions.

1.10 Subconsultant

Not Applicable

1.11 Subcontractor

Procurement of subcontractors must be in accordance with the requirements set forth in the "Procedures for Locally Administered Federal Aid Projects" manual.

GPI will utilize a company who will provide testing of materials as per the Construction Management Plan.

SECTION 6A - ADDITIONAL DESIGN, COORDINATION AND ROW SERVICES

GPI performed additional design for several section of the above project. This mainly focus of additional work was related to the numerus iterations with the owner of MAP 03, 225 Excelsior Avenue Holding LLC. This resulted in numerus revisions to the site plans, ROW acquisition mapping, legal counsel review and project coordination all which were not assumed the original scope. This is broken out in detail in hours in the attached fee breakout for GPI. RK Hite will be addressed under a separate contract.

SECTION 8 - CONSTRUCTION SUPPORT

8.01 Construction Support – This work will be performed by **Consultant** and is anticipated to include:

- Provide design responses to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans;
- Response to unanticipated and/or varying field conditions or changes in construction procedures and prepare Field Change Sheets modifying pertinent contract plan sheets;
- Analyze and make recommendations on the implementation of changes proposed by the **City** or the construction contractor;
- Interpret and clarify design concepts, plans and specifications;
- Review and approve shop drawings for construction; and
- Prepare As-Built plans based upon marked up set of plans provided by the Inspector.

SECTION 9 - CONSTRUCTION INSPECTION

9.01 Equipment

The **Consultant** will furnish field and field laboratory supplies and equipment required to properly perform the inspection services.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **City's** contract administrator construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining project records and processing payments. All requirements as per the approved Construction Management Plan will be performed, which will include:

- Scheduling and coordinating and attending preconstruction/construction progress meetings;
- Reviewing all contractor submittals as necessary;

- Assist the Contractor as required with contacting and coordinating any utility relocations;
- Perform full-time on-site construction inspections to determine conformance with the contract documents and to ensure quality workmanship. The following field staff and duration is anticipated:
 - It is assumed that the **Consultant** will provide one (1) full time Inspector (NICET Level III or equivalent.) and it is anticipated that construction work for this project will begin April 2021 and end by December 2021. Total duration of field inspection is **9** months.
- Maintain and provide the **City** with a copy of written field inspection reports for all field visits and inspections;
- Maintain and provide the **City** with a copy of written preconstruction and progress meeting minutes;
- Digitally photograph the entire construction progress and provide the **City** with a digital diary of the project on a CD;
- Review, verify and approve contractor's monthly estimates and forward to the **City** for payment;
- Inspect off site construction warning signage on a weekly basis;
- Review, recommend and prepare contractor change order requests;
- Prepare a set of As-Built Plans showing all field changes for the **City**;
- Complete and submit to the **City** all required project close-out documents, including but not limited to shop drawings and material/field testing reports;
- Prepare a Construction Management Plan;
- All inspection work shall be in accordance with the MURK Manual;
- Measure or calculate quantities of pay items in the contract

9.03 Ethics

Prior to the start of work, the **Consultant** will submit to the **City** a statement regarding conflicts of interest.

9.04 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.05 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement.

9.06 Scope of Services/Performance Requirements

- Quality - The Consultant will enforce the specifications and identify in a timely manner to the **City** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

- Record Keeping & Payments to the Contractor
 1. All records must be kept in accordance with the requirements of NYSDOT, FHWA, and the **City**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare weekly inspection reports, monthly and final estimates, survey notes, marked up plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
 2. Any record plans, engineering data, survey notes or other data provided by the **City** should be returned to the **City** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
 3. The **Consultant** will check, and when acceptable, approve all structural shop drawings.
 4. The **Consultant** must submit the final estimate of the contract to the **City** within four (4) weeks after the date of approval of final change order by NYSDOT. All project records must be cataloged, indexed, packaged, and delivered to the **City** within five (5) weeks after the date of the final estimate being paid.

- Health & Safety/Maintenance and Protection of Traffic
 1. The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **City** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
 2. The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

- Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of inputting and

monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. The Consultant, when monitoring the Contractor's Equal Opportunity and Labor compliance, will utilize the guidance contained in the contract, standard specifications and the **City's** policies.

SECTION 10 - ESTIMATING & TECHNICAL ASSUMPTIONS

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Sections 1, 6 & 8 Estimate number of hours for GPI office staff:

- Attend construction meetings and address construction related issues by construction supervisor, assume total of 200 hours.
- Construction management and billing – 11 months x 3 hours per month = 33 hours (includes the 6-week project close-out period).
- Finalize the Construction Management Plan and submit to City for review. The **Consultant** will forward to NYSDOT Region 1 for final review and approval. A total of 8 hours is budgeted for this effort.
- Additional 150 hours for revised plans, details, coordination that was completed for Task 6A for the out of scope ROW work
- Provide construction support, review shop drawings and submittals, and resolve design issues during construction. This includes attending bi-weekly meetings over the course of the project assumed at 10 hours week for 39 weeks = 390 hours

Section 9 Estimate construction will begin in April 2022 and will be completed by December 2022.

- Estimate 1 NICET IV inspector will be required for 9 months/39 weeks in the field over the course of the construction window, and 4 additional weeks in the office for project start up and preparing project close-out documents.
- Estimate 1 NICET II inspector will be required for 4 months/18 weeks in the field over the course of the construction window.
- It is assumed both inspectors will work an average of 9 hours/day with 1 hour/day of overtime when in the field.
- Based upon the assumed construction duration, estimated inspection hours are as follows:

NICET IV -	Field Time = 39 weeks x 45 hours/week = 1,755 hours
	Office Time = 4 weeks x 40 hours/week = 160 hours
	TOTAL = 1,915 hours

NICET II	Field Time = 18 weeks Days x 45 hours/week = 810 hours
	Total 810 hours

Subcontractor Cost – GPI will hire the services of subcontractors as needed for testing services. Subcontractors will be needed for concrete pours and compaction testing. Assume total subcontractor cost of \$10,000.00.

All expenses for millage will be based upon the per diem rate for on site travel.

ATTACHMENT C

SUMMARY OF COSTS

**SALARY SCHEDULE, DIRECT NON-SALARY COSTS, STAFFING TABLES,
SUB-CONSULTANT COSTS**

Saratoga Springs Greenbelt Trail Downtown Connector

PIN 1760.86

**GREENBELT TRAIL DOWNTOWN CONNECTOR
CITY OF SARATOGA SPRINGS**

PIN 1760.86

12/8/2021

EXHIBIT A

GREENMAN-PEDERSEN, INC.

----- Salary Schedule -----

TITLE	ASCE OR NICET TITLE	Avg Rate	Max Hourly Rate				Overtime Category
			1/1/2020 to 12/31/2020	1/1/2021 to 12/31/2021	1/1/2022 to 12/30/2022	1/1/2023 to 12/31/2023	
Productive Principal	ASCE IX	\$110.00	\$113.30	\$116.70	\$120.20	\$123.81	A
Project Director	ASCE VIII	\$80.00	\$82.40	\$84.87	\$87.42	\$90.04	A
Principal Engineer	ASCE VII	\$73.00	\$75.19	\$77.45	\$79.77	\$82.16	A
Project Manager	ASCE VII	\$65.00	\$66.95	\$68.96	\$71.03	\$73.16	B
Geotechnical Engineer	ASCE VI	\$55.00	\$56.65	\$58.35	\$60.10	\$61.90	B
Senior Engineer	ASCE VI	\$60.00	\$61.80	\$63.65	\$65.56	\$67.53	B
Construction Supervisor	ASCE VI	\$55.00	\$56.65	\$58.35	\$60.10	\$61.90	B
Project Engineer	ASCE V	\$46.00	\$47.38	\$48.80	\$50.27	\$51.77	B
Engineer	ASCE IV	\$45.00	\$46.35	\$47.74	\$49.17	\$50.65	B
Environmental Engineer	ASCE IV	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	B
Design Engineer	ASCE III	\$38.00	\$39.14	\$40.31	\$41.52	\$42.77	B
Junior Engineer	ASCE II/I	\$29.00	\$29.87	\$30.77	\$31.69	\$32.64	B
Senior Environmental Scientist	N/A	\$49.00	\$50.47	\$51.98	\$53.54	\$55.15	B
Senior Landscape Architect	N/A	\$72.00	\$74.16	\$76.38	\$78.68	\$81.04	B
Landscape Architect	N/A	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	B
Senior Engineering Technician	NICET III	\$33.00	\$33.99	\$35.01	\$36.06	\$37.14	C
Engineering Technician	NICET II	\$28.00	\$28.84	\$29.71	\$30.60	\$31.51	C
CADD Operator	NICET II	\$28.00	\$28.84	\$29.71	\$30.60	\$31.51	C
Technician	NICET I	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14	C
Right-of-Way Specialist	N/A	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	B
Resident Engineer	NICET IV	\$51.00	\$52.53	\$54.11	\$55.73	\$57.40	C
Office Engineer/Sr. Inspector	NICET III	\$42.00	\$43.26	\$44.56	\$45.89	\$47.27	C
Construction Inspector	NICET III	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	C
Construction Inspector	NICET II	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	C
Construction Inspector	NICET I	\$30.00	\$30.90	\$31.83	\$32.78	\$33.77	C
Technical Typist	N/A	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14	C

NOTE:

It shall be the Engineer's responsibility to pay prevailing wage rates and supplements as required by the NYS Department of Labor, for services requiring such rates and supplements.

ENGINEER'S OVERTIME COMPENSATION POLICY

The Engineer's overtime compensation policy controls what overtime category is assigned to each job title listed above.

Category A - No Overtime Compensation

Category B - Overtime Compensated at Straight Time Rate

Category C - Overtime Compensated at Straight Time Rate x 1.5 for all Hours Beyond 40 Hours Worked.

**GREENBELT TRAIL DOWNTOWN CONNECTOR
CITY OF SARATOGA SPRINGS**

PIN 1760.86

12/8/2021

EXHIBIT B, Page 1

**GREENMAN-PEDERSEN, INC.
----- ESTIMATE OF DIRECT NON-SALARY COSTS -----**

1. REPRODUCTION

Item	# Sets	Units/Set	# Units	Cost/Unit	Cost
Draft DAD	0	0	0	\$0.10	\$0.00
Final DAD	0	0	0	\$0.10	\$0.00
Xerox-Working	0	0	0	\$0.10	\$0.00
Bid Documents	0	0	0	\$0.10	\$0.00
Prints/Plots-Half Size	0	0	0	\$0.10	\$0.00
Prints/Plots-Full Size	0	0	0	\$2.50	\$0.00
Color Copies (Info Meetings)	0	0	0	\$2.50	\$0.00
Exhibits	0	0	0	\$2.50	\$0.00
1. TOTAL					\$0.00

2. MILEAGE, TOLLS & PARKING

Destination	# Trips	Miles/Trip	Miles	Cost/Mile	Cost
Proj Site	450	15	6750	\$0.570	\$3,847.50
Municipality			0	\$0.570	\$0.00
NYSDOT Region 1			0	\$0.570	\$0.00
2. TOTAL					\$3,847.50

mileage rate shall not exceed the federal reimbursement rate.

3. SHIPPING

	# Packages	Cost/Package	Cost
Postage		\$0.49	\$0.00
Overnight Delivery		\$10.00	\$0.00
3. TOTAL			\$0.00

4. SUBSURFACE INVESTIGATIONS

	Number	Unit Cost	Cost
QA Lab testing of Materials	20	\$500.00	\$10,000.00
4. TOTAL			\$10,000.00

5. PROPERTY ACQUISITIONS

	# Parcels	Unit Cost	Cost
Appraisal	0	\$0.00	\$0.00
5. TOTAL			\$0.00

6. OWNER'S PROTECTIVE INSURANCE

6. TOTAL \$0.00

GRAND TOTAL \$13,847.50
=====

GREENBELT TRAIL DOWNTOWN CONNECTOR

CITY OF SARATOGA SPRINGS

PIN 1760.86

12/8/21

EXHIBIT C

GREENMAN-PEDERSEN, INC

----- STAFFING TABLE -----

JOB TITLE	GRADE	RATE	1.06	6.0A	8.01	9.02	TOTAL HOURS	HOURLY RATE	DIRECT WAGES
Productive Principal	ASCE IX	\$120.20					0	\$120.20	\$0.00
Project Director	ASCE VIII	\$87.42					0	\$87.42	\$0.00
Principal Engineer	ASCE VII	\$79.77					0	\$79.77	\$0.00
Project Manager	ASCE VII	\$71.03					0	\$71.03	\$0.00
Geotechnical Engineer	ASCE VI	\$60.10					0	\$60.10	\$0.00
Senior Engineer	ASCE VI	\$65.56					0	\$65.56	\$0.00
Construction Supervisor	ASCE VI	\$60.10			200		200	\$60.10	\$12,020.00
Project Engineer	ASCE V	\$50.27					0	\$50.27	\$0.00
Engineer	ASCE IV	\$49.17					0	\$49.17	\$0.00
Environmental Engineer	ASCE IV	\$43.71					0	\$43.71	\$0.00
Design Engineer	ASCE III	\$41.52		150	431		581	\$41.52	\$24,125.23
Junior Engineer	ASCE II/I	\$31.69					0	\$31.69	\$0.00
Senior Environmental Scientist	N/A	\$53.54					0	\$53.54	\$0.00
Senior Landscape Architect	N/A	\$78.68					0	\$78.68	\$0.00
Landscape Architect	N/A	\$43.71					0	\$43.71	\$0.00
Senior Engineering Technician	NICET III	\$36.06					0	\$36.06	\$0.00
Engineering Technician	NICET II	\$30.60					0	\$30.60	\$0.00
CADD Operator	NICET II	\$30.60					0	\$30.60	\$0.00
Technician	NICET I	\$27.32					0	\$27.32	\$0.00
Right-of-Way Specialist	N/A	\$43.71					0	\$43.71	\$0.00
Resident Engineer	NICET IV	\$55.73				1915	1915	\$55.73	\$106,721.18
Office Engineer/Sr. Inspector	NICET III	\$45.89					0	\$45.89	\$0.00
Construction Inspector	NICET III	\$43.71					0	\$43.71	\$0.00
Construction Inspector	NICET II	\$37.15				810	810	\$37.15	\$30,093.70
Construction Inspector	NICET I	\$32.78					0	\$32.78	\$0.00
Technical Typist	N/A	\$27.32					0	\$27.32	\$0.00
TOTAL HOURS			0	150	631	2725	3506		

TOTAL DTL	\$ 172,960.11
OVERHEAD AT 134%	\$ 231,766.54
FIXED FEE AT 10%	\$ 40,472.67
TOTAL DTL + OH & FEE	\$ 445,199.32

GREENBELT TRAIL DOWNTOWN CONNECTOR

CITY OF SARATOGA SPRINGS

PIN 1760.86

EXHIBIT D

GREENMAN-PEDERSEN, INC.

----- SUMMARY -----

12/8/2021

Item IA, Direct Technical Salaries (estimated) subject to audit	\$	172,960
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		
Item II, Direct Non- Salary Cost (estimated) subject to audit	\$	13,848
Item II Direct Non- Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$	-
Item III, Overhead (134%)	\$	231,767
Item IV Fixed Fee (10%)	\$	40,473
Item II, Direct Non- Salary Cost subject to audit (Sub-Consultant Cost)	\$	-
Total Estimated Cost	\$	459,047
MAXIMUM AMOUNT PAYABLE	\$	460,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2022

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

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

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME: Jeff Kozarsky PHONE (A/C, No, Ext): 516-869-8788 E-MAIL ADDRESS: jkozarsky@genattgrp.com FAX (A/C, No): 516-470-0338															
INSURED Greenman Pedersen, Inc. 325 West Main Street (Albany) Babylon NY 11702		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C: Westchester Surplus Line Insurance Company</td> <td>10172</td> </tr> <tr> <td>INSURER D: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER E: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Starr Indemnity & Liability Company	38318	INSURER B: XL Specialty Insurance Company	37885	INSURER C: Westchester Surplus Line Insurance Company	10172	INSURER D: Berkley Insurance Company	32603	INSURER E: Everest National Insurance Company	10120	INSURER F:	
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INSURER D: Berkley Insurance Company	32603																
INSURER E: Everest National Insurance Company	10120																
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 1075379898

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			100002553211	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000198539211	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			G71780296003 XC5EX01512-211	12/31/2021 12/31/2021	12/31/2022 12/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000002543 1000002541	12/31/2021 12/31/2021	12/31/2022 12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	Property Professional Liability			UM00082200MA21A AEC-905031302	12/31/2021 12/31/2021	12/31/2022 12/31/2023	Valuable Papers \$150,000 Each Claim \$5,000,000 Aggregate \$10,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WV, WY FOREGOING PER POLICY FORM

RE: Construction Support and Inspection, Greenbelt Trail; Downtown Connector, City of Saratoga Springs, New York State Department of Environmental Conservation and New York State Department of Transportation are included as additional insured as required by written contract. Additional Insured Status Encompasses General Liability & Umbrella Coverage as required by written contract. Primary Insurance Status Encompasses General Liability, Automobile & Umbrella Coverage on a Primary and Non-Contributory Basis. Waiver of Subrogation Status Encompasses General Liability, Automobile, Umbrella and Workers Compensation Coverage as required by written contract.

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

City of Saratoga Springs 474 Broadway Saratoga Springs NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Request for Certification of Sufficient Funds

Submittal Date: 2/25/2022

The Department of Mayor - OPED requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

Vendor: Greenman-Pedersen, Inc., #6210, PO 171866-00

Project: Construction Support and Inspection for the Saratoga Greenbelt Trail x
Downtown Connector – Addendum One

City Council Approval:

- City of Saratoga Springs released an RFP on August 4, 2017 to retain an engineering firm to provide detailed/final design, right-of-way acquisition and construction inspection services for a Federally-Funded project. x
- The CITY OF SARATOGA SPRINGS, NY and GREENMAN PEDERSEN, INC. (GPI) entered into an agreement approved by the City Council on December 18, 2017 in the amount of \$444,900 (PO 171866). x
- GPI will provide additional services to the original contract as outlined in the December 8, 2021 supplement entitled "Supplemental No. 1 – Construction Support & Inspection Services PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector City of Saratoga Springs, Saratoga County, New York" in the amount of \$460,000. x

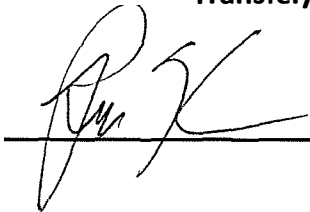
Org/Object/Proj(s): H3517142-52000-1252

Amount Requested for Approval: \$ 460,000 x

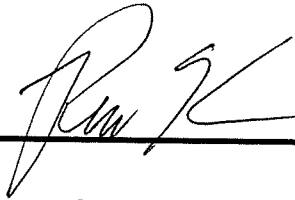
Current Amount Available: \$ 3,194,496.39 x
(End of Yr PO to Commissioner of Finance PO 210470 - \$3,184,652.93)

Transfer/Amendment Pending: \$ 170,000 x
(Pending March 1, 2022 City Council Meeting)

Transfer/Amendment Date: _____



Department Head Signature



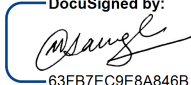
Date

2/25/22

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:



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2/25/2022

Commissioner of Finance

Approval Date

CITY OF SARATOGA SPRINGS
PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
PROJECT ADDENDUM ONE

ADDENDUM ONE TO AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS, NY and GREENMAN PEDERSEN, INC.

THIS ADDENDUM is made by and between THE CITY OF SARATOGA SPRINGS, NY ("City"), and GREENMAN PEDERSEN, INC., with offices at 80 Wolf Road, Suite 300 Albany, NY 12205 ("Contractor"). The City and the Contractor entered into an agreement approved by the City Council on December 18, 2017 that the Contractor would provide the City preliminary and final design services for the Saratoga Greenbelt Downtown Connector Trail as set forth in Contractor's Proposal dated December 5, 2017 (responsive to the City's RFP issued August 4, 2017). Fees under the original contract were established so as not to exceed Four Hundred Forty Four Thousand and Nine Hundred Dollars (\$444,900).

Additional Services Provided: In addition to the services provided under the December 18, 2017 agreement, the Contractor will provide services as outlined in the December 8, 2021 supplement entitled "Supplemental No. 1 – Construction Support & Inspection Services PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector City of Saratoga Springs, Saratoga County, New York" proposal herein attached as Exhibit A. The scope of work detailed in the original RFP included "provide detailed/final design, right-of-way acquisition and construction inspection services for a Federally-Funded project." The additional services include construction inspection and support services for a Federally-Funded project. The maximum amount payable for construction support and inspection under this Addendum One is an additional Four Hundred and Sixty Thousand Dollars (\$460,000.00). Start date is March 2, 2022 and the finish date is June 30, 2023.

The additional services are specified in the three attachments which are incorporated into and made part of this addendum:

- Attachment A - Project Description and Funding
- Attachment B - Supplemental Scope of Services
- Attachment C - Staffing Tables and Summary of Costs

The Contractor represents that the company providing this service is qualified to perform the type and scope of work to be done.

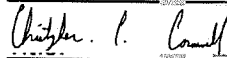
All other terms and conditions of the original Agreement remain the same.

The parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, sign this Addendum.

WITNESSETH:

Contractor

By:



Date:

Digitally signed by

CHRISTOPHER C
CORNWELL

Date: 2022.02.25

10:33:29-05'00'

City

By:

Title:

Date:

City Council Approval Date:



December 8, 2021 (revision 2)
November 18, 2021 (revision 1)
October 20, 2020

Ms. Christina Carton
Admin of Parks, Open Lands, Historic Preservation, and Sustainability
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

**Re: Supplemental No. 1 – Construction Support & Inspection Services
PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs, Saratoga County, New York**

Dear Ms. Carton:

Enclosed for your review and approval is Supplemental Agreement No. 1 for the rendering of construction support and inspection services on the above referenced project. This revision reflects comments that were received from your office on December 1, 2021 and today. The enclosed agreement includes three attachments:

- Attachment A - Project Description and Funding
- Attachment B - Supplemental Scope of Services
- Attachment C - Staffing Tables and Summary of Costs

The maximum amount payable for construction support and inspection under this supplemental agreement is \$460,000.00.

Please note that the fee proposed is contingent upon the Contractor providing engineering field office and supplies as included in the construction documents.

If the enclosed agreement meets with your approval, please have the mayor sign and return. Once we receive it, we will sign and return a fully executed copy of the agreement to you for your records.

Should you have any questions regarding the enclosed information or require any additional information, please feel free to contact me at 518.898.9512 or ccornwell@gpinet.com.

Sincerely,
GPI/Greenman-Pedersen, Inc.

A handwritten signature in black ink, appearing to read "Christopher C. Cornwell".

Christopher C. Cornwell, P.E., LEED AP
Vice President/Highway Department Manager

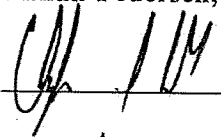
\\NY2FS1V\Engineering\2017\2017166.00 Saratoga Greenbelt DC\Contract\CI Agreement\Final_CI Agreement 2021_12_8.doc

PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs
Saratoga County, NY

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: City Contract # _____

Pursuant to Resolution No. ____ for 202__, Adopted _____, 202__

City of Saratoga Springs	Greenman-Pedersen, Inc.
By: _____	By: 
Date: _____	Date: <u>2/15/2022</u>

STATE OF NEW YORK

SS:

_____ OF _____

On this _____ day of _____, 202__ before me, the subscriber, personally appeared to me known as _____, who, being by me duly sworn, did depose and say- that he/she resides at _____, New York; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of the City.

Notary Public, _____, N.Y.

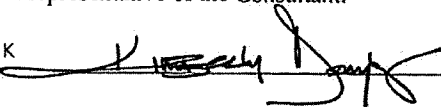
STATE OF NEW YORK

SS:

County of Albany

On this 15th day of February, 2022 before me, the subscriber, personally appeared to me known as Christopher C. Cornwell, who, being by me duly sworn, did depose and say- that he/she resides at 157 Horizon Drive, Richmondville NY 12149; that he a Vice President of Greenman-Pedersen, Inc., the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of the Consultant.

KIMBERLY K DEMPSEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6303449
Qualified In Saratoga County
My Commission Expires 05-12-2022


Notary Public, 5-12-2022, N.Y.

***PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs
Saratoga County, NY***

**Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding**

PIN: 1760.86

Term of Agreement Ends: June 30, 2023

BIN: N/A

- ☐ Main Agreement
☐ Amendment to Agreement # _____
☒ Supplement to Agreement # 1

Phase of Project Consultant to work on:

☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Construction, C/I, & C/S

Dates or term of Consultant Performance: _____ through _____

Start Date: March 2, 2022

Finish Date: June 30, 2023

PROJECT DESCRIPTION:

Construction Support and Inspection Services for the Saratoga Springs Greenbelt Trail
Downtown Connector.

Project Location:

City of Saratoga Springs, Saratoga County, New York

Consultant Work Type(s): See Attachment B for more detailed Task List.

**MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER
THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B
FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN
ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER
TERMS OF THIS AGREEMENT:**

\$ 460,000

Greenman Pedersen Inc.
325 West Main Street
Babylon, NY 11702

772-337-3080

6652238

11-2537074

Starr Indemnity & Liability Company

New York State Department of Environmental Conservation
Division of Water
625 Broadway, 4th Floor
Albany, NY 12233-3506

12/31/21

12/31/22

X

Nikolaos Paras

CCO

516-869-8788

***PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs
Saratoga County, NY***

ATTACHMENT B

SCOPE OF SERVICES

CONSTRUCTION SUPPORT & INSPECTION SERVICES

Saratoga Springs Greenbelt Trail Downtown Connector

PIN 1760.86

***PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs
Saratoga County, NY***

EXECUTIVE SUMMARY

Saratoga Springs Greenbelt Trail Downtown Connector

PIN 1760.86

This project will be a primary segment of the Saratoga Greenbelt Trail and will extend parallel to and/or on City streets from the corner of Lake Avenue to the western entrance of the NYSDOT Route 50 /87 bicycle and pedestrian overpass. It will enable safe access for bicyclists and pedestrians to and along the arterial street networks and downtown areas through the creation of sidewalks, bike lanes, and/or off-road trails to connect the gap in the larger transportation network. It is expected to utilize best practices for complete streets design and be ADA compliant.

The project will provide a 1.6-mile trail that begins at the intersection of Lake Avenue/High Rock Avenue and ends at the existing trail terminus on Excelsior Avenue. The project will construct a 10-foot-wide multi-use path on the north side of the roadways. It will also reconstruct the High Rock Avenue/Excelsior Avenue/Warren Street intersection so that both Warren Street and the High Rock Avenue spur intersection the mainline at ninety-degree angles and are stop controlled. The mainline will operate under a free-flow condition. As a result of the trail/intersection construction there will be improvements to storm drainage, the Excelsior Avenue/East Avenue signal, roadway striping and landscaping. The project will also construct segments of sidewalk to connect the existing network located primarily on the south side of the roadways. Miscellaneous appearances such as benches, wayfinding signage, bike racks will be installed to support the trail.

Construction is anticipated to begin in the Spring 2022 and be complete by December 1, 2022.

GPI will provide construction support and inspection services.

All work will be constructed as per the NYSDOT Standard Specifications (Construction and Materials).

The estimated cost for construction is approximately \$2,674,000

***PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs
Saratoga County, NY***

Table of Contents

Section 1	General
Section 6A	Additional Design, Coordination and ROW Services
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

SECTION 1 – GENERAL

1.01 Project Description and Location

This project is known as: **Saratoga Springs Greenbelt Trail Downtown Connector
PIN 1760.86**
City (Sponsor): **Saratoga Springs**
County: **Saratoga**

Project Description:

This project will be a primary segment of the Saratoga Greenbelt Trail and will extend parallel to and/or on City streets from the corner of Lake Avenue to the western entrance of the NYSDOT Route 50 /87 bicycle and pedestrian overpass. It will enable safe access for bicyclists and pedestrians to and along the arterial street networks and downtown areas through the creation of sidewalks, bike lanes, and/or off-road trails to connect the gap in the larger transportation network. It is expected to utilize best practices for complete streets design and be ADA compliant.

This project incorporates the integration of non-motorized transportation and recreational uses, including walking, running, and bicycling as well as transit improvements within a primary urban corridor. The 1.66 mile project will generally consist of the construction of a combination 10' multi-use trail along High Rock Ave and Excelsior Ave. In addition, the project includes the reconstruction the intersection of Excelsior Ave/High Rock Ave and Warren Street. This project will also incorporate benches, LED street lighting along High Rock Park, and address landscape and stormwater improvements resulting from project construction.

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

***PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs
Saratoga County, NY***

1.02 Contract Administrator

The City's Contract Administrator for this project is **Christina Carton Admin of Parks, Open Lands, Historic Preservation, and Sustainability** who can be reached at (518) 587-3550 x2534.

All correspondence to the City should be addressed to:

**Ms. Christina Carton Admin of Parks, Open Lands, Historic Preservation, and Sustainability
474 Broadway
Saratoga Springs City Hall
Saratoga Springs, NY 12866**

The Contract Administrator should receive copies of all project correspondence directed other than to the City.

1.03 Project Classification

This project has been determined to be a Class II Programmatic Categorical Exclusion under USDOT Regulations, 23 CFR 771. FHWA is the lead agency for the National Environmental Policy Act (NEPA) process.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) has been determined to be a Type I Action. The City of Saratoga Springs was the lead agency for the SEQRA process.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 6A	Additional Design, Coordination and ROW Services
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **City** with Construction Inspection, and other data specifically described in Sections 1, 6A, 9 and 10.

1.05 Project Familiarization

The **Consultant** will become familiar with the project documents before starting any work. This includes a thorough review of all plans, specifications and estimates.

***PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs
Saratoga County, NY***

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **City's** Contract Administrator. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.
- It is assumed that bi-weekly project meetings will be held at the Inspector's office for the construction duration.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **City** on a monthly basis a Progress Report in a format approved by the **City**. The Progress Report must contain the "Progress Report Summary Sheet" (Appendix 6-H of the "Procedures for Locally Administered Federal Aid Projects" manual). The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges (In cases where all work under this contract is officially suspended by the **City**, this task will not be performed during the suspension period).

As part of the Cost Control Report, certified payrolls will be provided. Non-direct salary cost for mileage reimbursement shall not exceed the federal rate.

1.08 Policy and Procedures

This project will be progressed in accordance with the current version of the "Procedures for Locally Administered Federal Aid Projects" manual, including the latest updates.

1.09 Specifications

The project will be constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials – US Customary Units, including all applicable revisions.

1.10 Subconsultant

Not Applicable

***PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs
Saratoga County, NY***

1.11 Subcontractor

Procurement of subcontractors must be in accordance with the requirements set forth in the "Procedures for Locally Administered Federal Aid Projects" manual.

GPI will utilize a company who will provide testing of materials as per the Construction Management Plan.

***PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs
Saratoga County, NY***

SECTION 6A - ADDITIONAL DESIGN, COORDINATION AND ROW SERVICES

GPI performed additional design for several section of the above project. This mainly focus of additional work was related to the numerus iterations with the owner of MAP 03, 225 Excelsior Avenue Holding LLC. This resulted in numerus revisions to the site plans, ROW acquisition mapping, legal counsel review and project coordination all which were not assumed the original scope. This is broken out in detail in hours in the attached fee breakout for GPI. RK Hite will be addressed under a separate contract.

SECTION 8 - CONSTRUCTION SUPPORT

8.01 Construction Support – This work will be performed by **Consultant** and is anticipated to include:

- Provide design responses to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans;
- Response to unanticipated and/or varying field conditions or changes in construction procedures and prepare Field Change Sheets modifying pertinent contract plan sheets;
- Analyze and make recommendations on the implementation of changes proposed by the **City** or the construction contractor;
- Interpret and clarify design concepts, plans and specifications;
- Review and approve shop drawings for construction; and
- Prepare As-Built plans based upon marked up set of plans provided by the Inspector.

SECTION 9 - CONSTRUCTION INSPECTION

9.01 Equipment

The **Consultant** will furnish field and field laboratory supplies and equipment required to properly perform the inspection services.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **City's** contract administrator construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining project records and processing payments. All requirements as per the approved Construction Management Plan will be performed, which will include:

- Scheduling and coordinating and attending preconstruction/construction progress meetings;
- Reviewing all contractor submittals as necessary;

***PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs
Saratoga County, NY***

- Assist the Contractor as required with contacting and coordinating any utility relocations;
- Perform full-time on-site construction inspections to determine conformance with the contract documents and to ensure quality workmanship. The following field staff and duration is anticipated:
 - It is assumed that the **Consultant** will provide one (1) full time Inspector (NICET Level III or equivalent.) and it is anticipated that construction work for this project will begin April 2021 and end by December 2021. Total duration of field inspection is 9 months.
- Maintain and provide the **City** with a copy of written field inspection reports for all field visits and inspections;
- Maintain and provide the **City** with a copy of written preconstruction and progress meeting minutes;
- Digitally photograph the entire construction progress and provide the **City** with a digital diary of the project on a CD;
- Review, verify and approve contractor's monthly estimates and forward to the **City** for payment;
- Inspect off site construction warning signage on a weekly basis;
- Review, recommend and prepare contractor change order requests;
- Prepare a set of As-Built Plans showing all field changes for the **City**;
- Complete and submit to the **City** all required project close-out documents, including but not limited to shop drawings and material/field testing reports;
- Prepare a Construction Management Plan;
- All inspection work shall be in accordance with the MURK Manual;
- Measure or calculate quantities of pay items in the contract

9.03 Ethics

Prior to the start of work, the **Consultant** will submit to the **City** a statement regarding conflicts of interest.

9.04 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.05 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement.

***PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs
Saratoga County, NY***

9.06 Scope of Services/Performance Requirements

- Quality - The Consultant will enforce the specifications and identify in a timely manner to the **City** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.
- Record Keeping & Payments to the Contractor
 1. All records must be kept in accordance with the requirements of NYSDOT, FHWA, and the **City**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare weekly inspection reports, monthly and final estimates, survey notes, marked up plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
 2. Any record plans, engineering data, survey notes or other data provided by the **City** should be returned to the **City** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
 3. The **Consultant** will check, and when acceptable, approve all structural shop drawings.
 4. The **Consultant** must submit the final estimate of the contract to the **City** within four (4) weeks after the date of approval of final change order by NYSDOT. All project records must be cataloged, indexed, packaged, and delivered to the **City** within five (5) weeks after the date of the final estimate being paid.
- Health & Safety/Maintenance and Protection of Traffic
 1. The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **City** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
 2. The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.
- Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of inputting and

PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
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monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. The Consultant, when monitoring the Contractor's Equal Opportunity and Labor compliance, will utilize the guidance contained in the contract, standard specifications and the City's policies.

SECTION 10 - ESTIMATING & TECHNICAL ASSUMPTIONS

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Sections 1, 6 & 8 Estimate number of hours for GPI office staff:

- Attend construction meetings and address construction related issues by construction supervisor, assume total of 200 hours.
- Construction management and billing – 11 months x 3 hours per month = 33 hours (includes the 6-week project close-out period).
- Finalize the Construction Management Plan and submit to City for review. The **Consultant** will forward to NYSDOT Region 1 for final review and approval. A total of 8 hours is budgeted for this effort.
- Additional 150 hours for revised plans, details, coordination that was completed for Task 6A for the out of scope ROW work
- Provide construction support, review shop drawings and submittals, and resolve design issues during construction. This includes attending bi-weekly meetings over the course of the project assumed at 10 hours week for 39 weeks = 390 hours

Section 9 Estimate construction will begin in April 2022 and will be completed by December 2022.

- Estimate 1 NICET IV inspector will be required for 9 months/39 weeks in the field over the course of the construction window, and 4 additional weeks in the office for project start up and preparing project close-out documents.
- Estimate 1 NICET II inspector will be required for 4 months/18 weeks in the field over the course of the construction window.
- It is assumed both inspectors will work an average of 9 hours/day with 1 hour/day of overtime when in the field.
- Based upon the assumed construction duration, estimated inspection hours are as follows:

NICET IV -	Field Time = 39 weeks x 45 hours/week = 1,755 hours
	Office Time = 4 weeks x 40 hours/week = 160 hours
	TOTAL = 1,915 hours

NICET II	Field Time = 18 weeks Days x 45 hours/week = 810 hours
	Total 810 hours

***PIN 1760.86; Saratoga Springs Greenbelt Trail Downtown Connector
City of Saratoga Springs
Saratoga County, NY***

Subcontractor Cost – GPI will hire the services of subcontractors as needed for testing services. Subcontractors will be needed for concrete pours and compaction testing. Assume total subcontractor cost of \$10,000.00.

All expenses for millage will be based upon the per diem rate for on site travel.

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Saratoga County, NY***

ATTACHMENT C

SUMMARY OF COSTS

**SALARY SCHEDULE, DIRECT NON-SALARY COSTS, STAFFING TABLES,
SUB-CONSULTANT COSTS**

Saratoga Springs Greenbelt Trail Downtown Connector

PIN 1760.86

**GREENBELT TRAIL DOWNTOWN CONNECTOR
CITY OF SARATOGA SPRINGS**

PIN 1760.86

12/8/2021

EXHIBIT A

GREENMAN-PEDERSEN, INC.

----- Salary Schedule -----

TITLE	ASCE OR NICET TITLE	Avg Rate	Max Hourly Rate				Overtime Category
			1/1/2020 to 12/31/2020	1/1/2021 to 12/31/2021	1/1/2022 to 12/30/2022	1/1/2023 to 12/31/2023	
Productive Principal	ASCE IX	\$110.00	\$113.30	\$116.70	\$120.20	\$123.81	A
Project Director	ASCE VIII	\$80.00	\$82.40	\$84.87	\$87.42	\$90.04	A
Principal Engineer	ASCE VII	\$73.00	\$75.19	\$77.45	\$79.77	\$82.16	A
Project Manager	ASCE VII	\$65.00	\$66.95	\$68.96	\$71.03	\$73.16	B
Geotechnical Engineer	ASCE VI	\$55.00	\$56.65	\$58.35	\$60.10	\$61.90	B
Senior Engineer	ASCE VI	\$60.00	\$61.80	\$63.65	\$65.56	\$67.53	B
Construction Supervisor	ASCE VI	\$55.00	\$56.65	\$58.35	\$60.10	\$61.90	B
Project Engineer	ASCE V	\$46.00	\$47.38	\$48.80	\$50.27	\$51.77	B
Engineer	ASCE IV	\$45.00	\$46.35	\$47.74	\$49.17	\$50.65	B
Environmental Engineer	ASCE IV	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	B
Design Engineer	ASCE III	\$38.00	\$39.14	\$40.31	\$41.52	\$42.77	B
Junior Engineer	ASCE II/I	\$29.00	\$29.87	\$30.77	\$31.69	\$32.64	B
Senior Environmental Scientist	N/A	\$49.00	\$50.47	\$51.98	\$53.54	\$55.15	B
Senior Landscape Architect	N/A	\$72.00	\$74.16	\$76.38	\$78.68	\$81.04	B
Landscape Architect	N/A	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	B
Senior Engineering Technician	NICET III	\$33.00	\$33.99	\$35.01	\$36.06	\$37.14	C
Engineering Technician	NICET II	\$28.00	\$28.84	\$29.71	\$30.60	\$31.51	C
CADD Operator	NICET II	\$28.00	\$28.84	\$29.71	\$30.60	\$31.51	C
Technician	NICET I	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14	C
Right-of-Way Specialist	N/A	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	B
Resident Engineer	NICET IV	\$51.00	\$52.53	\$54.11	\$55.73	\$57.40	C
Office Engineer/Sr. Inspector	NICET III	\$42.00	\$43.26	\$44.56	\$45.89	\$47.27	C
Construction Inspector	NICET III	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	C
Construction Inspector	NICET II	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	C
Construction Inspector	NICET I	\$30.00	\$30.90	\$31.83	\$32.78	\$33.77	C
Technical Typist	N/A	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14	C

NOTE:

It shall be the Engineer's responsibility to pay prevailing wage rates and supplements as required by the NYS Department of Labor, for services requiring such rates and supplements.

ENGINEER'S OVERTIME COMPENSATION POLICY

The Engineer's overtime compensation policy controls what overtime category is assigned to each job title listed above.

Category A - No Overtime Compensation

Category B - Overtime Compensated at Straight Time Rate

Category C - Overtime Compensated at Straight Time Rate x 1.5 for all Hours Beyond 40 Hours Worked.

**GREENBELT TRAIL DOWNTOWN CONNECTOR
CITY OF SARATOGA SPRINGS**

PIN 1760.86

12/8/2021

EXHIBIT B, Page 1

**GREENMAN-PEDERSEN, INC.
----- ESTIMATE OF DIRECT NON-SALARY COSTS -----**

1. REPRODUCTION

Item	# Sets	Units/Set	# Units	Cost/Unit	Cost
Draft DAD	0	0	0	\$0.10	\$0.00
Final DAD	0	0	0	\$0.10	\$0.00
Xerox-Working	0	0	0	\$0.10	\$0.00
Bid Documents	0	0	0	\$0.10	\$0.00
Prints/Plots-Half Size	0	0	0	\$0.10	\$0.00
Prints/Plots-Full Size	0	0	0	\$2.50	\$0.00
Color Copies (Info Meetings)	0	0	0	\$2.50	\$0.00
Exhibits	0	0	0	\$2.50	\$0.00
1. TOTAL					\$0.00

2. MILEAGE, TOLLS & PARKING

Destination	# Trips	Miles/Trip	Miles	Cost/Mile	Cost
Proj Site	450	15	6750	\$0.570	\$3,847.50
Municipality			0	\$0.570	\$0.00
NYSDOT Region 1			0	\$0.570	\$0.00
mileage rate shall not exceed the federal reimbursement rate.					
2. TOTAL					\$3,847.50

3. SHIPPING

	# Packages	Cost/Package	Cost
Postage		\$0.49	\$0.00
Overnight Delivery		\$10.00	\$0.00
3. TOTAL			\$0.00

4. SUBSURFACE INVESTIGATIONS

	Number	Unit Cost	Cost
QA Lab testing of Materials	20	\$500.00	\$10,000.00
4. TOTAL			\$10,000.00

5. PROPERTY ACQUISITIONS

	# Parcels	Unit Cost	Cost
Appraisal	0	\$0.00	\$0.00
5. TOTAL			\$0.00

6. OWNER'S PROTECTIVE INSURANCE

6. TOTAL **\$0.00**

GRAND TOTAL **\$13,847.50**
=====

GREENBELT TRAIL DOWNTOWN CONNECTOR**CITY OF SARATOGA SPRINGS****PIN 1760.86****EXHIBIT D****GREENMAN-PEDERSEN, INC.****----- SUMMARY -----****12/8/2021**

Item IA, Direct Technical Salaries (estimated) subject to audit	\$	172,960
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		
Item II, Direct Non- Salary Cost (estimated) subject to audit	\$	13,848
Item II Direct Non- Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$	-
Item III, Overhead (134%)	\$	231,767
Item IV Fixed Fee (10%)	\$	40,473
Item II, Direct Non- Salary Cost subject to audit (Sub-Consultant Cost)	\$	-
Total Estimated Cost	\$	459,047
MAXIMUM AMOUNT PAYABLE	\$	460,000



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: Greenbelt Trail; Downtown Connector
 Department: Mayor/Planning & Eco. Development Department Contact Person: Christina Carton City Ext. 2534
 Company Name: Greenman-Pedersen, Inc.
 Company Address: 80 Wolf Road, Suite 300, Albany NY 12205
 Company Telephone No.: 518 453-9431 Company Fax No.: 518 453 9438
 Vendor and/or Service Provider Primary Contact: Peter Faith Title: Vice President
 Primary Contact Email: p.faith@gpinet.com
 Service to be Provided: Scoping, Preliminary, and Final Design
 Remit Name (If different from above): _____
 Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Preliminary and Final Design for the Saratoga Greenbelt Trail Downtown Connector, the Vendor and/or Service Provider submitted proposals dated December 5, 2017 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by December 31, 2019. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFPQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed Four Hundred Forty Four Thousand Nine Hundred dollars (\$444,900.00), a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Peter Faith. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
 To Vendor and/or Service Provider: Peter Faith, GPI 80 Wolf Road, Suite 300 Albany, NY 12205
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or

Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- A. For projects whose total value is between Zero and \$100,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of professional services:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- **Legal:** Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Right to organize:** Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster, strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: [Signature] Date: 11/17/2017

Print Name: Peter Faith Title: Vice President

City of Saratoga Springs' Signature: [Signature] Date: 12/8/17

Print Name: Joanne Yepsen Title: Mayor City Council Approval Date: 12/5/17

CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2022	03	2 03/01/2022	BUDGET	CCM 030122	BUA TRANS-CAP	1	1		
1	H3517142 52000 1252	CULTURE & RECREATION			CAPITAL PROJECT OUTLAY		275,000.00	110,000.00	385,000.00
	H -35-1-7140-2-52000 -1252				FRM TRL FUNDS TO SSDNT CNCTR	03/01/2022			
2	H3517142 52000 1240	CULTURE & RECREATION			COMPLETE STREETS GREENBELT		100,000.00	-110,000.00	-10,000.00 B
	H -35-1-7140-2-52000 -1240				FRM TRL FUNDS TO SSDNT CNCTR	03/01/2022			
3	H3517142 52000 1252	CULTURE & RECREATION			CAPITAL PROJECT OUTLAY		275,000.00	60,000.00	335,000.00
	H -35-1-7140-2-52000 -1252				FRM TRL FUNDS TO SSDNT CNCTR	03/01/2022			
4	H3517142 52000 1251	CULTURE & RECREATION			CAPITAL PROJECT OUTLAY		.00	-60,000.00	-60,000.00 B
	H -35-1-7140-2-52000 -1251				FRM TRL FUNDS TO SSDNT CNCTR	03/01/2022			
					** JOURNAL TOTAL		0.00		

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 CITY OF SARATOGA SPRINGS LIVE
 BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2022 3 2										
BUA H3517142-52000-1252						CAPITAL PROJECT OUTLAY	5		110,000.00	
03/01/2022 TRANS-CAP		BUDGET CCM 030122				FRM TRL FUNDS TO SSDNT CNCTR				
BUA H3517142-52000-1240						COMPLETE STREETS GREENBELT	5			110,000.00
03/01/2022 TRANS-CAP		BUDGET CCM 030122				FRM TRL FUNDS TO SSDNT CNCTR				
BUA H3517142-52000-1252						CAPITAL PROJECT OUTLAY	5		60,000.00	
03/01/2022 TRANS-CAP		BUDGET CCM 030122				FRM TRL FUNDS TO SSDNT CNCTR				
BUA H3517142-52000-1251						CAPITAL PROJECT OUTLAY	5			60,000.00
03/01/2022 TRANS-CAP		BUDGET CCM 030122				FRM TRL FUNDS TO SSDNT CNCTR				
JOURNAL 2022/03/2							TOTAL		.00	.00



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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL					.00	.00

** END OF REPORT - Generated by Lynn Bachner **



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

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)
GREENMAN-PEDERSEN, INC
325 West Main St
Babylon, NY 11702

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

1b. Business Telephone Number of Insured
(631) 587-5060

1c. Federal Employer Identification Number of Insured or Social Security Number
11 2537074

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

The City of Saratoga Springs
Office of Risk and Safety
474 Broadway, Suite 14
Saratoga Springs, NY 12866

3a. Name of Insurance Carrier

The Guardian Life Insurance Company of America

3b. Policy Number of entity listed in box "1a":
00923005 0000

3c. Policy effective period:
01/01/2022 to 01/01/2023

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

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

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

Date Signed: 12/15/2021

By: Raymond J. Marra Raymond J. Marra
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 1-888-278-4542

Title: Senior Vice President, Group and Worksite Markets

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.
If Box "4b, 4c or 5b" is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Birmingham, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4c or 5b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed: _____ By: _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number: _____ Title: _____

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

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Disability and/or Family Leave Benefits contract of insurance only while the underlying policy is in effect.

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220.Subd. 8

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

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Greenman Pedersen Inc. 325 West Main Street Babylon, NY 11702 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 772-337-3080 1c. NYS Unemployment Insurance Employer Registration Number of Insured 6652238 1d. Federal Employer Identification Number of Insured or Social Security Number 11-2537074
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) The City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Starr Indemnity & Liability Company 3b. Policy Number of entity listed in box "1a" WC1000002543 3c. Policy effective period 12/31/21 to 12/31/22 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.

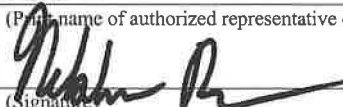
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers'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

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

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

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

Approved by: Nikolaos Paras
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: 
(Signature)

Title: CCO
(Date) 1/26/22

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-869-8788

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2022

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

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

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME: Jeff Kozarsky PHONE (A/C, No, Ext): 516-869-8788 E-MAIL ADDRESS: jkozarsky@genattgrp.com FAX (A/C, No): 516-470-0338															
INSURED Greenman Pedersen, Inc. 325 West Main Street (Albany) Babylon NY 11702		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C: Westchester Surplus Line Insurance Company</td> <td>10172</td> </tr> <tr> <td>INSURER D: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER E: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Starr Indemnity & Liability Company	38318	INSURER B: XL Specialty Insurance Company	37885	INSURER C: Westchester Surplus Line Insurance Company	10172	INSURER D: Berkley Insurance Company	32603	INSURER E: Everest National Insurance Company	10120	INSURER F:	
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INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 1075379898

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			100002553211	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000198539211	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			G71780296003 XC5EX01512-211	12/31/2021 12/31/2021	12/31/2022 12/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000002543 1000002541	12/31/2021 12/31/2021	12/31/2022 12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	Property Professional Liability			UM00082200MA21A AEC-905031302	12/31/2021 12/31/2021	12/31/2022 12/31/2023	Valuable Papers \$150,000 Each Claim \$5,000,000 Aggregate \$10,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WV, WY FOREGOING PER POLICY FORM

RE: Construction Support and Inspection, Greenbelt Trail; Downtown Connector, City of Saratoga Springs, New York State Department of Environmental Conservation and New York State Department of Transportation are included as additional insured as required by written contract. Additional Insured Status Encompasses General Liability & Umbrella Coverage as required by written contract. Primary Insurance Status Encompasses General Liability, Automobile & Umbrella Coverage on a Primary and Non-Contributory Basis. Waiver of Subrogation Status Encompasses General Liability, Automobile, Umbrella and Workers Compensation Coverage as required by written contract.

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

City of Saratoga Springs 474 Broadway Saratoga Springs NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Greenman Pedersen Inc. 325 West Main Street Babylon, NY 11702 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 772-337-3080 1c. NYS Unemployment Insurance Employer Registration Number of Insured 6652238 1d. Federal Employer Identification Number of Insured or Social Security Number 11-2537074
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) The City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Starr Indemnity & Liability Company 3b. Policy Number of entity listed in box "1a" WC1000002543 3c. Policy effective period 12/31/21 to 12/31/22 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.

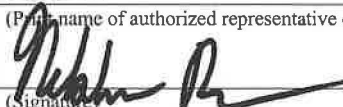
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The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the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

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

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

Approved by: Nikolaos Paras
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: 
(Signature)

Title: CCO
(Date) 1/26/22

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-869-8788

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



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

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)

GREENMAN-PEDERSEN, INC
325 West Main St
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2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

The City of Saratoga Springs
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474 Broadway, Suite 14
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3a. Name of Insurance Carrier

The Guardian Life Insurance Company of America

3b. Policy Number of entity listed in box "1a":

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4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
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5. Policy covers:

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

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

Date Signed: 12/15/2021

By: Raymond J. Marra Raymond J. Marra

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 1-888-278-4542

Title: Senior Vice President, Group and Worksite Markets

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.
If Box "4b, 4c or 5b" is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Birmingham, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4c or 5b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed:

By: _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number:

Title:

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

Additional Instructions for Form DB-120.1

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DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220.Subd. 8

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

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2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York State Department of Transportation Attention: Central Permit 50 Wolf Road Albany, NY 12232	3a. Name of Insurance Carrier Starr Indemnity & Liability Company 3b. Policy Number of entity listed in box "1a" WC1000002543 3c. Policy effective period 12/31/21 to 12/31/22 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.

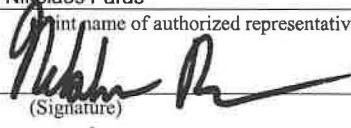
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Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Nikolaos Paras
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  1/26/22
(Signature) (Date)

Title: CCO

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-869-8788

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

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2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York State Department of Environmental Conservation Division of Water 625 Broadway, 4th Floor Albany, NY 12233-3506	3a. Name of Insurance Carrier Starr Indemnity & Liability Company 3b. Policy Number of entity listed in box "1a" WC1000002543 3c. Policy effective period 12/31/21 to 12/31/22 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

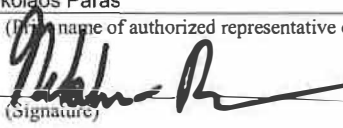
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers'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

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

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

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

Approved by: Nikolaos Paras
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  1/26/22
(Signature) (Date)

Title: CCO

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-869-8788

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



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

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)

GREENMAN-PEDERSEN, INC
325 West Main St
Babylon, NY 11702

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

1b. Business Telephone Number of Insured

(631) 587-5060

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

11 2537074

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

New York State Department of Transportation
Attention: Central Permit
50 Wolf Road
Albany, NY 12232

3a. Name of Insurance Carrier

The Guardian Life Insurance Company of America

3b. Policy Number of entity listed in box "1a":

00923005 0000

3c. Policy effective period:

01/01/2022

to 01/01/2023

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

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

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

Date Signed: 12/15/2021

By: Raymond J. Marra Raymond J. Marra

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 1-888-278-4542

Title: Senior Vice President, Group and Worksite Markets

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.
If Box "4b, 4c or 5b" is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Birmingham, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4c or 5b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed:

By: _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number:

Title:

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

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Disability and/or Family Leave Benefits contract of insurance only while the underlying policy is in effect.

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220.Subd. 8

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

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Greenman Pedersen Inc. 325 West Main Street Babylon, NY 11702 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 772-337-3080 1c. NYS Unemployment Insurance Employer Registration Number of Insured 6652238 1d. Federal Employer Identification Number of Insured or Social Security Number 11-2537074
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York State Department of Environmental Conservation Division of Water 625 Broadway, 4th Floor Albany, NY 12233-3506	3a. Name of Insurance Carrier Starr Indemnity & Liability Company 3b. Policy Number of entity listed in box "1a" WC1000002543 3c. Policy effective period 12/31/21 to 12/31/22 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.


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

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

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

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

Approved by: Nikolaos Paras
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  1/26/22
(Signature) (Date)

Title: CCO

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-869-8788

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



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

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)

GREENMAN-PEDERSEN, INC
325 West Main St
Babylon, NY 11702

1b. Business Telephone Number of Insured

(631) 587-5060

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

11 2537074

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

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

New York State Department of Transportation
Attention: Central Permit
50 Wolf Road
Albany, NY 12232

3a. Name of Insurance Carrier

The Guardian Life Insurance Company of America

3b. Policy Number of entity listed in box "1a":

00923005 0000

3c. Policy effective period:

01/01/2022

to 01/01/2023

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

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

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

Date Signed: 12/15/2021

By: Raymond J. Marra Raymond J. Marra

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 1-888-278-4542

Title: Senior Vice President, Group and Worksite Markets

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.
If Box "4b, 4c or 5b" is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Birmingham, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4c or 5b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed: _____ By: _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number: _____ Title: _____

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

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Disability and/or Family Leave Benefits contract of insurance only while the underlying policy is in effect.

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220.Subd. 8

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

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Greenman Pedersen Inc. 325 West Main Street Babylon, NY 11702 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 772-337-3080 1c. NYS Unemployment Insurance Employer Registration Number of Insured 6652238 1d. Federal Employer Identification Number of Insured or Social Security Number 11-2537074
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York State Department of Transportation Attention: Central Permit 50 Wolf Road Albany, NY 12232	3a. Name of Insurance Carrier Starr Indemnity & Liability Company 3b. Policy Number of entity listed in box "1a" WC1000002543 3c. Policy effective period <div style="text-align: center;">12/31/21 to 12/31/22</div> 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.

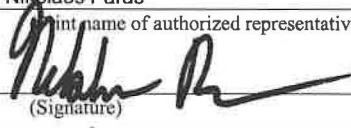
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers'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

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

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

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

Approved by: Nikolaos Paras
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  1/26/22
(Signature) (Date)

Title: CCO

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-869-8788

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



Sandra M. Cross
DIRECTOR

Saratoga County Department of Aging and Youth
152 West High Street
Ballston Spa, N.Y. 12020

Telephone: 518-884-4100
Fax: 518-884-4104
E-Mail: aging@saratogacountyny.gov

Saratoga County Office for the Aging

NUTRITION AGREEMENT

The Saratoga County Office for the Aging shall provide, through subcontract with Mazzone Hospitality, LLC, a Dining program and/or Home Delivery of Meals for the senior citizens in the **City of Saratoga Springs** from January 1, 2022 to December 31, 2022. The dining and/or home delivery program will provide meals and supportive services subject to the rules and regulations under Title III of the Older Americans Act of 1965, as amended.

For such services, the **City of Saratoga Springs** will pay to the Saratoga County Office for the Aging the sum of SIX THOUSAND EIGHT DOLLARS (\$ 6,008.00).

The payments will be made quarterly as follows:

January 1, 2022	\$ 1,502.00
April 1, 2022	\$ 1,502.00
July 1, 2022	\$ 1,502.00
October 1, 2022	\$ 1,502.00

These monies will be used to meet the County Office for the Aging financial obligations for the Nutrition Program.

Date: _____

By: _____
Town Official

Date: _____

By: _____
Chairman, Board of Supervisors
Per Resolution 146-96

Date: _____

By: _____
Director, Office for the Aging

Approved: _____

By: _____
County Attorney



Sandra M. Cross
DIRECTOR

Saratoga County Department of Aging and Youth
152 West High Street
Ballston Spa, N.Y. 12020

Telephone: 518-884-4100
Fax: 518-884-4104
E-Mail: aging@saratogacountyny.gov

Saratoga County Office for the Aging

TRANSPORTATION AGREEMENT

The Saratoga County Office for the Aging shall provide, through subcontract with A & H Services, transportation program for the transportation of senior citizens in the **City of Saratoga Springs** from January 1, 2022 to December 31, 2022. The program will provide transportation for medical and legal appointments, services and programs provided through the Senior Center, Nutrition Programs, when they exist, and to other necessary services and events subject to the rules and regulations under Title III of the Older Americans Act of 1965, as amended.

For such services, the **City of Saratoga Springs** will pay the Saratoga County Office for the Aging, the sum of SIX THOUSAND EIGHT DOLLARS (\$ 6,008.00).

The payments will be made quarterly as follows:

January 1, 2022	\$ 1,502.00
April 1, 2022	\$ 1,502.00
July 1, 2022	\$ 1,502.00
October 1, 2022	\$ 1,502.00

These monies will be used to meet the County Office for the Aging financial obligations for the Transportation Contract.

Date: _____

By: _____
Town Official

Date: _____

By: _____
Chairman, Board of Supervisor
Per Resolution 146-96

Date: _____

By: _____
Director, Office for the Aging

Approved:

By: _____
County Attorney

Zimbra**lisa.ribis@saratoga-springs.org**

Re: Award of Bid Package - Rifenburg

From : Marilyn Rivers <marilyn.rivers@saratoga-springs.org> Wed, Mar 09, 2022 10:54 AM
Subject : Re: Award of Bid Package - Rifenburg  8 attachments
To : Lisa Ribis <lisa.ribis@saratoga-springs.org>
Cc : Stefanie Richards <stefanie.richards@saratoga-springs.org>, Angela Rella <angela.rella@saratoga-springs.org>, Stacy Connors <stacy.connors@saratoga-springs.org>, Dillon Moran <dillon.moran@saratoga-springs.org>, Christina Carton <christina.carton@saratoga-springs.org>

Risk and Safety approves the Award of Bid per the bid materials provided contingent upon the approval of Purchasing and asks it be moved forward to Commissioner Moran's 031522 agenda for consideration per his approval.

PRIVILEGED AND CONFIDENTIAL:

This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs Risk and Safety Department and is intended solely for the use of the individual(s) or entity to whom it has been addressed. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail.

Thank you for your cooperation.

From: "Christina Carton" <christina.carton@saratoga-springs.org>
To: "Stefanie Richards" <stefanie.richards@saratoga-springs.org>, "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>
Cc: "Angela Rella" <angela.rella@saratoga-springs.org>
Sent: Wednesday, March 9, 2022 9:30:16 AM
Subject: Award of Bid Package - Rifenburg

Good morning Stefanie-

Please review the following award of bid. I have included the bid package with the itemized amounts adjusted as you requested in order for the final number to match the original bid amount. I am requesting that this be placed on the Commissioner of Accounts agenda for the March 15th meeting.

All paperwork, insurance, budget, etc. have been reviewed and approved (attached). I plan on uploading to the Mayor's agenda for a Discussion and Vote for the Mayor to sign the contract. My understanding is if you approve the award of bid this gets moved prior to the Mayor's agenda item in order for the vote on the contract.

If you have any questions or need any other paperwork, please let me know.

Thanks a lot for all of your help on this one.

Tina Carton
Administrator (Director) of Parks, Open Lands, Historic Preservation and Sustainability
City of Saratoga Springs
474 Broadway Suite 32
Saratoga Springs, NY 12866
Phone: (518) 587-3550 x2534
Email: Tina.Carton@Saratoga-Springs.org

GO GREEN... Please consider the environment before printing this email.

Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

 **Marilyn Rivers.vcf**
205 B

 **Rifenburg Contracting Bid Package.pdf**
5 MB

 **D035900 Rifenburg Contracting Construction SGT Downtown Connector Trail Contract.pdf**
3 MB

 **176086_Ok to Award (2022.03.04).pdf**
455 KB

 **Bid Results 2022-01.pdf**
66 KB

 **City of Saratoga Spring Memo of Award of Bid.pdf**

54 KB



Award of Bid - Rifenburg.doc

149 KB



COSF_Rifenburg_Contracting_Corp.pdf

194 KB

Client#: 27118

RIFENCON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2022

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

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

PRODUCER Amsure - Albany 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044	CONTACT NAME: Lisa M Angerami PHONE (A/C, No, Ext): 518 458-1800 FAX (A/C, No): 518 458-8390 E-MAIL ADDRESS: langerami@amsureins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Rifenburg Contracting, Corp. 1175 Hoosick Rd Troy, NY 12180	INSURER A: Arch Insurance Company NAIC # 11150	
	INSURER B: Starr Indemnity & Liability Company 38318	
	INSURER C: Arch Indemnity Insurance Company 30830	
	INSURER D: Navigators Insurance Company 42307	
	INSURER E:	
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	11PKG8917909	12/31/2021	12/31/2022	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COM/OP AGG \$6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	11PKG8917909	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	X	X	1000584870211	12/31/2021	12/31/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	14WC18924709	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability			RK21EXC831373IV	12/31/2021	12/31/2022	\$5,000,000 Excess of Primary

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured/Waiver of Subrogation coverage shown above (and marked with an X) apply only when such coverage is required by written contract signed by the insured prior to a loss.

Saratoga Greenbelt Downtown Connector Trail City RFP #2022-01 - PIN 1760.86 Contract D035900


The City of Saratoga Springs Office of Risk and Safety, New York State Department of Environmental

Conservation Division of Water, New York State Department of Transportation, Greenman-Pedersen, Inc. are

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

The City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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DESCRIPTIONS (Continued from Page 1)

Additional Insured on a primary and non-contributory basis for General Liability, Auto Liability and Excess/Umbrella Liability when required by written contract. Waiver of Subrogation applies to General Liability, Auto Liability, Excess/Umbrella Liability and Workers Compensation when required by written contract. Thirty (30) Days Written Notice in the event of cancellation.

Client#: 27118

RIFENCON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/02/2022

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

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

PRODUCER Amsure - Albany 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044	CONTACT NAME: Lisa M Angerami
	PHONE (A/C, No, Ext): 518 458-1800 FAX (A/C, No): 518 458-8390 E-MAIL ADDRESS: langerami@amsureins.com
INSURED Rifenburg Contracting Corp. 1175 Hoosick Road Troy, NY 12180	INSURER(S) AFFORDING COVERAGE
	INSURER A : Endurance American Insurance Co. NAIC # 10641
	INSURER B : North River Insurance 21105
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		EXN30002719301 Excess Over \$10M Underlying	12/31/2021	12/31/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	4th Layer Excess		522810846	12/31/2021	12/31/2022	\$5,000,000 Excess Over \$15,000,000 Underlying


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Saratoga Greenbelt Downtown Connector Trail City RFP #2022-01 - PIN 1760.86 Contract D035900

Excess Liability policies are follow form subject to all underlying policies and policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

The City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Workers'
Compensation
Board**

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

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Rifenburg Contracting Corp. 1175 Hoosick Road Troy, NY 12180</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>518-279-3265</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>46-20986</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>14-1721306</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>The City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866</p>	<p>3a. Name of Insurance Carrier</p> <p>Arch Indemnity Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>14WC18924709</p> <p>3c. Policy effective period</p> <p>12/31/2021 to 12/31/2022</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

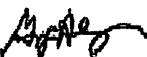
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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

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

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

Approved by: Guy Alonge, III
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: 
(Signature) (Date)

Title: President, Amsure - A Division of ATCFSI

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-458-1800

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

Workers' Compensation Law

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

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

Client#: 30507

RIFENCON1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/01/2022

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

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PRODUCER Amsure - Albany 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044	CONTACT NAME: Lisa M Angerami PHONE (A/C, No, Ext): 518 458-1800 FAX (A/C, No): 518 458-8390 E-MAIL ADDRESS: langerami@amsureins.com																					
INSURED The City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Arch Insurance Company</td><td>11150</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Arch Insurance Company	11150	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Arch Insurance Company	11150																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		99COP6037900	02/28/2022	02/28/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Saratoga Greenbelt Downtown Connector Trail City RFP #2022-01 - PIN 1760.86 Contract D035900


Designated Contractor: Rifenburg Contracting Corp., 1175 Hoosick Road, Troy, NY 12180

Additional Insureds: New York State Department of Environmental Conservation Division of Water, New York

State Department of Transportation, Greenman-Pedersen, Inc.

CERTIFICATE HOLDER

CANCELLATION

The City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Client#: 27118

RIFENCON

ACORD_{TM}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2022

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

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PRODUCER Amsure - Albany 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044	CONTACT NAME: Lisa M Angerami	
	PHONE (A/C, No., Ext): 518 458-1800	FAX (A/C, No): 518 458-8390
	E-MAIL ADDRESS: langerami@amsureins.com	
INSURED Rifenburg Contracting, Corp. 1175 Hoosick Rd Troy, NY 12180	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Greenwich Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Pollution Liab			PEC005366903	12/31/2021	12/31/2022	\$1,000,000 Limit \$2,000,000 Ea Condition \$4,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Saratoga Greenbelt Downtown Connector Trail City RFP #2022-01 - PIN 1760.86 Contract D035900

CERTIFICATE HOLDER

CANCELLATION

The City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

 DATE (MM/DD/YYYY)
12/28/2021

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY Amsure - a Division of ATCFSI		NAMED INSURED(S) Rifenburg Contracting Corp.	
POLICY NUMBER 11PKG8917909	EFFECTIVE DATE 12/31/2021	CARRIER Arch Insurance Company	NAIC CODE 11150

ADDENDUM INFORMATION**CERTIFICATE NUMBER:** _____**REVISION NUMBER:** _____**A. Insurer**

- ☒ Admitted / authorized
- ☐ Excess line or free trade zone

B. General Liability (GL) policy form

- ☒ ISO / ISO modified
- ☐ Other

C. Specific operations excluded or restricted (GL policy)

- ☐ Location: N/A
- ☐ Type of construction: N/A
- ☐ Building height: N/A
- ☐ Classifications [see attached declarations / endorsement]
- ☐ Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- ☒ CG 20 10 ☐ CG 20 26 ☐ CG 20 32 ☐ CG 20 33 ☒ CG 20 37 ☐ CG 20 38
- ☐ Other: #: _____ Title: _____

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

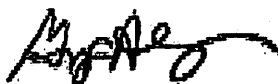
☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

☒ Yes, by specific policy provision ☐ Yes, by endorsement ☐ No and ☐ no other option is available with this insurer



AUTHORIZED REPRESENTATIVE SIGNATURE

12/28/2021

DATE (MM/DD/YYYY)



**Workers'
Compensation
Board**

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

1a. Legal Name & Address of Insured (use street address only) Rifenburg Contracting Corp. 1175 Hoosick Road Troy, NY 12180 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 518-279-3265 1c. NYS Unemployment Insurance Employer Registration Number of Insured 46-20986 1d. Federal Employer Identification Number of Insured or Social Security Number 14-1721306
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) The City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Arch Indemnity Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 14WC18924709 3c. Policy effective period 12/31/2021 to 12/31/2022 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

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

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

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

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

Approved by: Guy Alonge, III
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: 
(Signature) (Date)

Title: President, Amsure - A Division of ATCFI

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-458-1800

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

Workers' Compensation Law

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

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



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) RIFENBURG CONTRACTING CORP. 1175 HOOSICK ROAD TROY, NY 12180 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured (518) 279-3265 1c. Federal Employer Identification Number of Insured or Social Security Number 14 1721306
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) The City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	3a. Name of Insurance Carrier The Guardian Life Insurance Company of America 3b. Policy Number of Entity Listed in Box "1a" 00923013 0004 3c. Policy effective period 01/01/2022 to 01/01/2023

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

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

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

Date Signed 2/28/2022

By

Stuart J. Shaw

(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number 1-888-278-4542

Name and Title Stuart J. Shaw, FSA, MAAA - Vice President, Group Insurance

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____

Name and Title _____

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

Additional Instructions for Form DB-120.1

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

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

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

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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



City of Saratoga Springs
OFFICE OF THE MAYOR

Mayor Ronald J. Kim

CITY HALL
474 Broadway
Saratoga Springs, NY 12866
Telephone 518-587-3550

Angela Rella
Deputy Mayor

Kerry Huyben
Executive Assistant

MEMORANDUM

FROM: Mayor Ron Kim

TO: COMMISSIONER OF ACCOUNTS, Dillon Moran

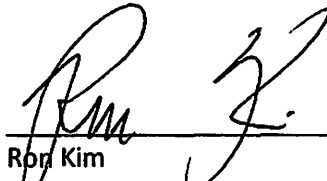
Date: March 3, 2022

RE: AWARD OF BID – Rifenburg Contracting Corp. (# 9084)


The Office of Planning and Economic Development would like to award the following bid for the year 2022. This Vendor has bid the lowest overall price that best meets the specifications, in accordance to contract procedures.

Hence, we are asking you to put this on your next Council Meeting Agenda, March 15, 2022.

Thank you for your cooperation in this matter.



Ron Kim
Mayor



Date

Saratoga Greenbelt Downtown Connector Trail RFP 2022-01 Bid Results

	Total Bid	Purchasing	Risk & Safety
Wm. J. Keller & Sons John D. Keller Jr. 1435 Route 9 Clifton, NY 120615	\$3,198,071.82	Meets requirements.	No insurance provided.
Peter Luizzi & Bros. Contracting, Inc. Doug Spoor PO Box 887 Watervliet, NY 12189 dspoor@luizzibros.com	\$2,997,456.00	Meets requirements.	No insurance provided.
Reale Constructpon Peter or Jogn Reals 411 Conty Route 56 Ticonderoga, NY 12883	\$3,484,000.00	Meets requirements.	No insurance provided.
Carver Construction Nicholas Laraway 494 Western Turnpike Altamonte NY 12009	\$2,982,145.00	Meets requirements.	No insurance provided.
Rifenburg Contractting Corp. John K. Rifenburg 1175 Hoosick Road Troy, NY 12180	\$2,880,467.35	Meets requirements.	No insurance provided.

Request for Certification of Sufficient Funds

Submittal Date: 3/4/2022

The Department of Mayor - OPED requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

Vendor: Rifenburg Contracting Corp., #9084

Project: Construction of the Saratoga Greenbelt Trail Downtown Connector

City Council Approval:

- City of Saratoga Springs released an RFP on January 14, 2022 to retain a construction contractor to provide all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in the specifications within RFP #2022-1 for a Federally-Funded project.
- On February 11, 2022, the City received five (5) bids and the lowest bidder was Rifenburg Contracting Corp.
- On March 4, 2022, the NYSDOT deemed the Contract Award Package complete according to the Local Projects Manual (LPM) and concurred with the selection of Rifenburg Contracting Corp. to award the project.
- On March 15, 2022, a contract will be added to the City Council meeting between the CITY OF SARATOGA SPRINGS, NY and RIFENBURG CONTRACTING CORP. in the amount of \$ 2,880,467.35.

Org/Object/Proj(s): H3517142-52000-1252

Amount Requested for Approval: \$ 2,880,467.35

Current Amount Available: \$ 2,871,652.93 (End of Yr PO to Commissioner of Finance PO 210470 - \$3,161,652.93 and \$170,000 Budget Transfer of \$170,000 approved 3/1/2022 – and minus \$460,000 for pending GPI Contract on 3/15/2022)

Transfer/Amendment Pending: \$ 20,000 (Pending 3/15/2022 Budget Transfer at City Council Meeting)

Transfer/Amendment Date: 3/15/2022



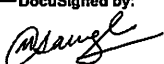
Department Head Signature

3/7/22

Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:


00CB23FAAE9B4F8...

3/9/2022

Commissioner of Finance

Approval Date



City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
474 Broadway
Saratoga Springs, New York 12866
Telephone 518-587-3550 ext: 2560
Fax 518-587-6512

Award of Bid Sign-Off Form

Award of Bid

Prior to an award of bid being placed on the Accounts Department agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A memo from your department's commissioner/mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- the Assistant Purchasing Agent **must** review and agree the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all risk and insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached; and
- budget line item **must** be identified and indicated below.

Department That Owns Award/Extension of Bid: Department of Public Works

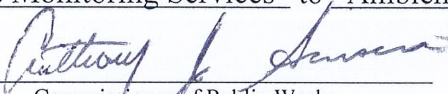
Project or Item Being Awarded: Hazardous Materials Testing & Monitoring Services

Vendor Who Won the Bid: Ambient Environmental, Inc.

Budget Line Item: H3031492-52000-1141

(This is for a "Professional Service" contract to be able to retain Ambient Environmental for the services identified. There is no specifically identified project at this time. Funds to be used for the services identified would be paid from any professional service line (54720) in the general, water, sewer or capital budgets.

Commissioner of Public Works: Please add to the March 15, 2022 City Council Agenda, the bid award for Hazardous Materials Testing & Monitoring Services to Ambient Environmental, Inc.



Commissioner of Public Works

3/8/2022

Date

Assistant Purchasing Agent: Purchasing policy has _____ / has not _____ been followed in the selection of the winner of the bid or bid extension.

Assistant Purchasing Agent

Date

Director of Risk and Safety: Vendor being awarded the bid or the bid being extended has _____ / has not _____ met all risk and insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.

Director of Risk and Safety

Date

****An award/extension of bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.**

Hazardous Materials RFP 2022-03 Bid Results**Ambient Environmental**

Joella Viscusi

828 Washington Ave.

Albany, NY 12203

christina@ambient-env.com**A. NYS Certified Asbestos Inspector**

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$75.00 /Hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$112.50 /Hour
- PLM Samples (24 hour and 72 hour Turn Around Time) \$15.00/\$12.00 /Sample
- Non Friable Asbestos Bulk Sample Analysis, Including PLM Nob, and TEM Analysis (24 Hour Turn Around Time from Receipt at Lab) \$80.00 /Sample
- Non Friable Asbestos Bulk Sample Analysis, Including PLM Nob, and TEM Analysis (72 Hour Turn Around Time from Receipt at Lab) \$65.00 /Sample

B. NYS Certified Asbestos Air/Project Monitor

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$60.00 /Hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$90.00 /Hour
- PCM Air Samples, 24 hr Turn Around Time, Reg Service Hours \$7.75 /Sample
- PCM Air Samples, Expedited 4 Hour Turn Around Time \$15.00 /Sample
- Off Hours Lab Charge (5:00 pm-7:00 am, weekends, holidays) \$150.00 /Charge
- TEM 7402 Air Sample (24 Hour Turn Around Time from Receipt at send away Lab) \$110.00 /Sample

C. Variance

Fee for Variance Submittal
(Includes man-hours for development, required drawings and NYS Variance Fee)

\$1,850.00 /Building/Variance

D. Preparation of Asbestos Technical Specification by Project Designer Using CSI format.

\$200.00 /15 Pages

A. Certified EPA Lead Inspector

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$85.00 /Hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$127.50 /Hour
- Lead Wipe Sample \$20.00 /Sample
- Lead XRF Machine \$50.00 /Visit
- Lead Paint Chip Sample \$20.00 /Sample
- Lead-In-Water Sample \$20.00 /Sample

Purchasing	Risk and Safety
Meets requirements.	Missing excess insurance.
	City needs to be named additional insured P & NC.

Hazardous Materials RFP 2022-03 Bid Results

Flatley Read

Michelle Read DeGarmo

12 Spring St. Ste, 102

Schuylerville, NY 12871

michelle@flatleyread.com

A. NYS Certified Asbestos Inspector

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$185.00 /Hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$250.00 /Hour
- PLM Samples (24 hour and 72 hour Turn Around Time) \$15.00/\$25.00 /Sample
- Non Friable Asbestos Bulk Sample Analysis, Including PLM Nob, and TEM Analysis (24 Hour Turn Around Time from Receipt at Lab) \$40.00 /Sample
- Non Friable Asbestos Bulk Sample Analysis, Including PLM Nob, and TEM Analysis (72 Hour Turn Around Time from Receipt at Lab) \$50.00 /Sample

B. NYS Certified Asbestos Air/Project Monitor

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$78.00 /Hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$99.00 /Hour
- PCM Air Samples, 24 hr Turn Around Time, Reg Service Hours \$16.50 /Sample
- PCM Air Samples, Expedited 4 Hour Turn Around Time \$32.00 /Sample
- Off Hours Lab Charge (5:00 pm-7:00 am, weekends, holidays) \$350.00 /Charge
- TEM 7402 Air Sample (24 Hour Turn Around Time from Receipt at send away Lab) \$190.00 /Sample

C. Variance

- Fee for Variance Submittal
(includes non-hours for development, required drawings and NYS Variance Fee)
- \$1,400.00 /Building/Variance

D. Preparation of Asbestos Technical Specification by Project Designer Using CSI format.

/15 Pages
\$3,500.00

A. Certified EPA Lead Inspector

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$185.00 /Hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$250.00 /Hour
- Lead Wipe Sample \$12.00 /Sample
- Lead XRF Machine \$200.00 /Visit
- Lead Paint Chip Sample \$12.00 /Sample
- Lead-In-Water Sample \$85.00 /Sample

Purchasing Risk and Safety

Meets Insufficient
requirements. excess.
City needs to be
named additional
insured P & NC.

Hazardous Materials RFP 2022-03 Bid Results**Professional Service Industries, Inc.**

John Trantor

104 Erie Blvd.

Schenectady, NY 12305

john.trantor@intertek.com**A. NYS Certified Asbestos Inspector**

• Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily)	\$70.00 /Hour
• Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily)	\$85.00 /Hour
• PLM Samples (24 hour and 72 hour Turn Around Time)	\$12.50 /Sample
• Non Friable Asbestos Bulk Sample Analysis, Including PLM Nob, and TEM Analysis (24 Hour Turn Around Time from Receipt at Lab)	\$75.00 /Sample
• Non Friable Asbestos Bulk Sample Analysis, Including PLM Nob, and TEM Analysis (72 Hour Turn Around Time from Receipt at Lab)	\$60.00 /Sample

B. NYS Certified Asbestos Air/Project Monitor

• Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily)	\$70.00 /Hour
• Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily)	\$85.00 /Hour
• PCM Air Samples, 24 hr Turn Around Time, Reg Service Hours	\$8.50 /Sample
• PCM Air Samples, Expedited 4 Hour Turn Around Time	\$25.00 /Sample
• Off Hours Lab Charge (5:00 pm-7:00 am, weekends, holidays)	\$175.00 /Charge
• TEM 7402 Air Sample (24 Hour Turn Around Time from Receipt at send away Lab)	\$145.00 /Sample

C. Variance

Fee for Variance Submittal (Includes man-hours for development, required drawings and NYS Variance Fee)	\$1,700.00 /Building/Variance
--	-------------------------------

D. Preparation of Asbestos Technical Specification by Project Designer Using CSI format.

\$2,900.00 /15 Pages

A. Certified EPA Lead Inspector

• Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily)	\$85.00 /Hour
• Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily)	\$95.00 /Hour
• Lead Wipe Sample	\$15.00 /Sample
• Lead XRF Machine	\$100.00 /Visit
• Lead Paint Chip Sample	\$15.00 /Sample
• Lead-In-Water Sample	\$15.00 /Sample

Purchasing	Risk and Safety
Metts	Missing pollution
requirements.	liability.
	City needs to be
	named additional
	insured P & NC.

Hazardous Materials RFP 2022-03 Bid Results

CT Male Associates

A. NYS Certified Asbestos Inspector

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$75.00 /Hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$100.00 /Hour
- PLM Samples (24 hour and 72 hour Turn Around Time) \$12.00 /Sample
- Non Friable Asbestos Bulk Sample Analysis, Including PLM Nob, and TEM Analysis (24 Hour Turn Around Time from Receipt at Lab) \$55.00 /Sample
- Non Friable Asbestos Bulk Sample Analysis, Including PLM Nob, and TEM Analysis (72 Hour Turn Around Time from Receipt at Lab) \$45.00 /Sample

B. NYS Certified Asbestos Air/Project Monitor

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$50.00 /Hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$60.00 /Hour
- PCM Air Samples, 24 hr Turn Around Time, Reg Service Hours \$10.00 /Sample
- PCM Air Samples, Expedited 4 Hour Turn Around Time \$13.00 /Sample
- Off Hours Lab Charge (5:00 pm-7:00 am, weekends, holidays) \$160.00 /Charge
- TEM 7402 Air Sample (24 Hour Turn Around Time from Receipt at send away Lab) \$160.00 /Sample

C. Variance

Fee for Variance Submittal
(Includes man-hours for development, required drawings and NYS Variance Fee) \$1,150.00 /Building/Variance

D. Preparation of Asbestos Technical Specification by Project Designer Using CSI format.

\$1,200.00 /15 Pages

A. Certified EPA Lead Inspector

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$90.00 /Hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$110.00 /Hour
- Lead Wipe Sample \$20.00 /Sample
- Lead XRF Machine \$500-\$1,200 /Visit
- Lead Paint Chip Sample \$20.00 /Sample
- Lead-In-Water Sample \$20.00 /Sample

Purchasing	Risk and Safety
Meets	No insurance
requirements.	provided.

Hazardous Materials RFP 2022-03 Bid Results**Atlantic Testing Laboratories**

Dylan Snyder

22 Corporate Drive

Clifton Park, NY 12065

dsnyder@atlantictesting.com**A. NYS Certified Asbestos Inspector**

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$70.00 /Hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$95.00 /Hour
- PLM Samples (24 hour and 72 hour Turn Around Time) \$13.00 (24hr TAT)
\$9.75 (72hr TAT) /Sample
- Non Friable Asbestos Bulk Sample Analysis, Including PLM Nob, and TEM Analysis (24 Hour Turn Around Time from Receipt at Lab) \$62.00 /Sample
- Non Friable Asbestos Bulk Sample Analysis, Including PLM Nob, and TEM Analysis (72 Hour Turn Around Time from Receipt at Lab) \$53.00 /Sample

B. NYS Certified Asbestos Air/Project Monitor

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$61.50 /Hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$77.00 /Hour
- PCM Air Samples, 24 hr Turn Around Time, Reg Service Hours \$7.25 /Sample
- PCM Air Samples, Expedited 4 Hour Turn Around Time \$11.75 /Sample
- Off Hours Lab Charge (5:00 pm-7:00 am, weekends, holidays) \$550.00 /Charge
- TEM 7402 Air Sample (24 Hour Turn Around Time from Receipt at send away Lab) \$140.00 /Sample

C. Variance

Fee for Variance Submittal
(Includes man-hours for development, required drawings and NYS Variance Fee) \$1,500.00 /Building/Variance

D. Preparation of Asbestos Technical Specification by Project Designer Using CSI format.

\$2,750.00 /15 Pages

A. Certified EPA Lead Inspector

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$72.50 /Hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$95.00 /Hour
- Lead Wipe Sample \$18.00 /Sample
- Lead XRF Machine \$125.00 /Visit
- Lead Paint Chip Sample \$18.00 /Sample
- Lead-In-Water Sample \$52.00 /Sample

Purchasing	Risk and Safety
Meets	City needs to be
requirements.	named additional
	insured P & NC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2022

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

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

PRODUCER OneGroup NY, Inc. 95 Genesee Street New Hartford NY 13413	CONTACT NAME: Denise Conti, CISR, CRIS, MLIS PHONE (A/C, No, Ext): (315) 280-6322 E-MAIL ADDRESS: DConti@OneGroup.com FAX (A/C, No): (315) 457-7902
INSURED Ambient Environmental Inc 828 Washington Avenue Albany NY 12203	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire & Marine Ins Co INSURER B: Selective Ins. Co. of South Carolina INSURER C: Standard Security Life Ins. Company INSURER D: INSURER E: INSURER F:
	NAIC # 19259 69078

COVERAGES**CERTIFICATE NUMBER:** 1458150629**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	42ESP00186701	4/19/2021	4/19/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	S2443022	4/19/2021	4/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C A	NYS Disability Professional Liability Pollution Liability	Y Y	Z13217000 42ESP00186701	7/1/2021 4/19/2021	7/1/2022 4/19/2022	Statutory Limit: Limit: \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

City of Saratoga Springs included as additional insured on a primary and non-contributory basis if required by written contract per the attached forms.

CERTIFICATE HOLDER**CANCELLATION**City of Saratoga Springs
Office of Risk and Safety
474 Broadway, Suite 14
Saratoga Springs NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: AMBEN

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY OneGroup NY, Inc.		NAMED INSURED Ambient Environmental Inc. 828 Washington Avenue Albany, NY 12203
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMEARS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Coverage applies per form(s):

Commercial General Liability:

PR-EC-IL-010-052020 - Automatic Additional Insured - Owners, Lessees or Contractors

CG 20 37 07 04 - Additional Insured - Owners, Lessees or Contractors - Completed Operations

Commercial Automobile Liability:

CA 78 09NY 11/17 - ElitePac Commercial Automobile Extension

CA 78 16NY 11/17 - Blanket Additional Insured

ENDORSEMENT

This endorsement, effective 12:01 AM: 04/19/2021
Forms a part of Policy No.: 42-ESP-001867-01
Issued to: Ambient Environmental, Inc.
By: National Fire & Marine Insurance Company

AUTOMATIC ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to name as an additional insured is included as an additional insured, but only as respects the project specified in that contract and only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured. The limit of the additional insured coverage shall be the lesser of:

1. Those limits required by written contract; or
2. The applicable per claim limit per the Declarations.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM: 04/19/2021
Forms a part of Policy No.: 42-ESP-001867-01
Issued to: Ambient Environmental, Inc.
By: National Fire & Marine Insurance Company

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE ENDORSEMENT – DESIGNATED WORK OR PROJECT(S)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION COVERAGE PART
ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE PART
TRANSPORTATION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$APPLIED, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that this Policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory towards this insurance.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you are performing "your work" when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy.	All locations where "your work" is performed as specified in the contract or written agreement between you and the Additional Insured(s).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09NY 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

- A.** If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
 2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.
- B.** If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for

"bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
 2. It is permitted by law; and
 3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".
- C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities and Schools.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits audio, visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";
 - b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
 - c. Designed to be solely operated by use of power from the "auto's" electrical system; or
 - d. Designed to be used solely in or upon the covered "auto".

A deductible of \$50 will apply to each covered "loss" of such equipment.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations higher than \$50 is hereby reduced to \$50 for "loss" caused by theft if the "auto" is equipped with an "auto" location tracking device and that device aided in the recovery of the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss**:

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions**:

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive, Collision, or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud**:

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

SECTION IV, B. 5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us**:

If a "loss" covered under this Coverage Part also involves a "loss" to other property resulting from the same occurrence of "loss" or damage that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

A minimum deductible of \$50 will apply to each covered "loss" unless it is a Collision "loss" for a "private passenger auto". For a "private passenger auto", a minimum deductible of \$100 for Collision will apply to each "loss".

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

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Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 16NY 11 17

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION II - LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension ⁽¹⁾
Limited Liability Companies	Coverage Extension ⁽¹⁾
Employees As Insureds	Coverage Extension ⁽¹⁾
Blanket Additional Insureds	Coverage Extension ⁽¹⁾
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident" ⁽¹⁾
Loss Of Earnings	\$1,000 Per Day ⁽¹⁾
Employee Indemnification and Employer's Liability Amendment	Coverage Extension ⁽¹⁾
Fellow Employee Coverage	Coverage Extension ⁽¹⁾
Care, Custody Or Control Amendment	\$1,000 per "Accident"; \$500 Deductible Per "Accident" ⁽¹⁾
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension ⁽¹⁾
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension ⁽¹⁾
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800 ⁽¹⁾
Hired Auto Physical Damage Coverage	\$75,000 per "loss" ⁽¹⁾
Hired Auto Loss of Use Coverage	\$750 Per "Accident" ⁽¹⁾
Auto Loan/Lease Gap Coverage (Not Applicable in New York)	Coverage Extension ⁽¹⁾
Personal Effects	\$500 Per "Accident" ⁽¹⁾
Airbag Coverage	Coverage Extension ⁽¹⁾
Expanded Audio, Visual, And Data Electronic Equipment	Coverage Extension ⁽¹⁾
Comprehensive Deductible - Location Tracking Device	Coverage Extension ⁽¹⁾
Physical Damage Limit Of Insurance	Coverage Extension ⁽¹⁾

DESCRIPTION	
AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension ⁽¹⁾
Waiver of Subrogation	Coverage Extension ⁽¹⁾
Multiple Deductibles	Coverage Extension ⁽¹⁾
Concealment, Misrepresentation Or Fraud	Coverage Extension ⁽¹⁾
Policy Period, Coverage Territory	Coverage Extension ⁽¹⁾
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension ⁽¹⁾
AMENDMENTS TO SECTION V - DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition ⁽¹⁾
Coverage Territory	Broadened Definition ⁽¹⁾

(1) Provision provided in coverage extension form CA7809 NY



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) Ambient Environmental Inc 828 Washington Avenue Albany NY 12203 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 518-482-0704 1c. Federal Employer Identification Number of Insured 205011754
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Standard Security Life Ins. Company 3b. Policy Number of Entity Listed in Box "1a" Z13217000 3c. Policy effective period 07/01/2021 to 07/01/2022


4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

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

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

Date Signed 3/8/2022 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (315) 280-6322 Name and Title Pierre Morrisseau Chief Executive Officer,

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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



Additional Instructions for Form DB-120.1

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

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

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

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE
AND SUBSCRIBE

***** 205011754
ONEGROUP NY INC
706 N CLINTON ST
SYRACUSE NY 13204

POLICYHOLDER AMBIENT ENVIRONMENTAL INC 828 WASHINGTON AVE ALBANY NY 122031622		CERTIFICATE HOLDER CITY OF SARATOGA SPRINGS OFFICE OF RISK AND SAFETY 474 BROADWAY, SUITE 14 SARATOGA SPRINGS NY 12866	
POLICY NUMBER A2025 678-0	CERTIFICATE NUMBER 540444	POLICY PERIOD 04/19/2021 TO 04/19/2022	DATE 3/8/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2025 678-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

JOELLA M VISCUSI - PRESIDENT
AMBIENT ENVIRONMENTAL INC
(1 OF 1 PERSON CORP)

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 12596536

Request for Certification of Sufficient Funds

Submittal Date: 03/08/2022

The Department of PUBLIC WORKS requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

Vendor: Ambient Environmental, Inc.

Project: Hazardous Materials Testing & Monitoring Services

This is for a "Professional Service" contract to be able to retain Ambient Environmental for the services identified. There is no specifically identified project at this time.

Funds to be used for the services identified would be paid from any professional service line (54720) in the general, water, sewer or capital budgets.

Appropriation – Current Budget Expense Org/Object/Proj(s): H3031492-52000-1141

Amount Requested for Approval: \$ 0.00 at this time

Current Amount Available: \$ 373,450.00

Transfer/Amendment Pending: \$



Transfer/Amendment Date:

Department Head Signature

3/8/2022

Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:

00CBE3FAAE9B4F8...

3/9/2022

Commissioner of Finance

Approval Date

Zimbra**lisa.ribis@saratoga-springs.org**

Re: Hazardous Materials Award of Bid

From : Marilyn Rivers <marilyn.rivers@saratoga-springs.org> Thu, Mar 10, 2022 03:01 PM
Subject : Re: Hazardous Materials Award of Bid  2 attachments
To : Lisa Ribis <lisa.ribis@saratoga-springs.org>
Cc : Stefanie Richards <stefanie.richards@saratoga-springs.org>, Rachael Fragomeni <rachael.fragomeni@saratoga-springs.org>, Michael Veitch <michael.veitch@saratoga-springs.org>, Leigha O'Connor <leigha.o'connor@saratoga-springs.org>, Barbara Maughan <barbara.maughan@saratoga-springs.org>, Stacy Connors <stacy.connors@saratoga-springs.org>, Dillon Moran <dillon.moran@saratoga-springs.org>

Risk and Safety approves the documentation provided as attached and sends a recommendation to Commissioner Moran to award the bid as approved by the Purchasing Agent.

Please discuss with Deputy Commissioner Connors to seek permission to add this to Commissioner Moran's City Council Agenda.

Best,

Marilyn Rivers

PRIVILEGED AND CONFIDENTIAL:

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Thank you for your cooperation.

From: "Barbara Maughan" <barbara.maughan@saratoga-springs.org>
To: "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>, "Stefanie Richards" <stefanie.richards@saratoga-springs.org>, "Lisa Ribis" <lisa.ribis@saratoga-springs.org>
Cc: "Rachael Fragomeni" <rachael.fragomeni@saratoga-springs.org>, "Michael Veitch" <michael.veitch@saratoga-springs.org>, "Leigha O'Connor" <leigha.o'connor@saratoga-springs.org>
Sent: Thursday, March 10, 2022 2:36:54 PM
Subject: Hazardous Materials Award of Bid

Please include the attached Award of Bid on the March 15, 2022 Council Agenda.

Thanks.

Barbara Maughan
DPW Purchasing Coordinator
City of Saratoga Springs
474 Broadway, Ste 12
Saratoga Springs, NY 12866
Ph: (518) 587-3550, ext. 2574

Vendors please click on this link for our updated Billing Contact Information
<http://www.saratoga-springs.org/2551/DPW-Accounts-Payable>

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 **Marilyn Rivers.vcf**
205 B

 **Ambient Award of Bid.pdf**
10 MB

Zimbra**lisa.ribis@saratoga-springs.org**

Re: Hazardous Materials Award of Bid

From : Stefanie Richards <stefanie.richards@saratoga-springs.org>

Thu, Mar 10, 2022 03:20 PM

Subject : Re: Hazardous Materials Award of Bid

To : Barbara Anthony <barbara.maughan@saratoga-springs.org>, Lisa Ribis <lisa.ribis@saratoga-springs.org>

Cc : Marilyn Rivers <marilyn.rivers@saratoga-springs.org>, Rachael Fragomeni <rachael.fragomeni@saratoga-springs.org>, Michael Veitch <michael.veitch@saratoga-springs.org>, Leigha O'Connor <leigha.o'connor@saratoga-springs.org>

Purchasing requirements have been met.

Thanks

From: "Barbara Anthony" <barbara.maughan@saratoga-springs.org>

To: "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>, "Stefanie Richards" <stefanie.richards@saratoga-springs.org>, "Lisa Ribis" <lisa.ribis@saratoga-springs.org>

Cc: "Rachael Fragomeni" <rachael.fragomeni@saratoga-springs.org>, "Michael Veitch" <michael.veitch@saratoga-springs.org>, "Leigha O'Connor" <leigha.o'connor@saratoga-springs.org>

Sent: Thursday, March 10, 2022 2:36:54 PM

Subject: Hazardous Materials Award of Bid

Please include the attached Award of Bid on the March 15, 2022 Council Agenda.

Thanks.

Barbara Maughan
DPW Purchasing Coordinator
City of Saratoga Springs
474 Broadway, Ste 12
Saratoga Springs, NY 12866
Ph: (518) 587-3550, ext. 2574

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Local Government Records Management Improvement Fund (LGRMIF) Application Sheet	
Project Number	0580 -23 -9668
Institution	City Of Saratoga Springs -
Mailing Address:	City Hall 474 Broadway
Address:	
City, State, Zip:	Saratoga Springs NY 12866 2296
Chief Administrative Officer:	Ron Kim
Title:	Mayor
Phone:	(518)587-3550
Email:	ron.kim@saratoga-springs.org
State Judicial District: 4	State Assembly Districts: 112 113 114
State Senate Districts: 43 49	State Congressional Districts: 21 20
Federal ID: 146002423	School District: Saratoga Springs City Sd
Institution Type:	Cities
<p>NOTE:The institutional information listed above is pulled from the SEDREF database. SEDREF , the single authoritative source of identifying information about institutions which the NYS Education Department determines compliance with applicable policy, law and/or regulation.</p> <p>If your institutional information is incorrect, it can only be updated once your Payee Information Form is received by the Grants Administration Unit and approved by Grants Finance. Grant Unit staff do not have authority to update SEDREF information.</p>	
Participating Institutions	

New York City (NYC) Grant?	false
Name of NYC Agency (if applicable)	
Eligibility Requirements	
RMO Appointed?	Yes

Year RMO Appointed	1988
Appropriate Retention Schedule Adopted?	Yes
Year Schedule was Adopted	2020

Project Director	
Name	Nancy Wagner
Title	Records Manager
Phone	518-587-3550 2617
Email	nancy.wagner@saratoga-springs.org
Records Management Officer (RMO)	
Name	Dillon Moran
Title	Commissioner of Accounts
Phone	518-587-3550 2621
Email	dillon.moran@saratoga-springs.org

Local Government Information	
County	Saratoga
Region	Capital District-North Country
Type	City
Department/Unit	Accounts/Assessment
Amount Requested	\$0

Application	
Application Type	Individual
Project Category	Document Conversion and Access

Summary description of proposed project activities: Describe the project, including scope, objectives, and description of records. The summary should be brief, but should provide a clear statement of how you intend to use a LGRMIF grant.
The City of Saratoga Springs is requesting funds to digitize the property record

card files of the Assessment office. Information from this record series is requested from City offices and from the public on a daily basis. Currently the office has an entirely paper system for property records which is archaic; retrieval is tedious and time consuming. The RPS system maintained and provided by NYS Office of Real Property Services only goes back to 2005 and does not provide the same detail as the City's property record files. Having the estimated 110 cubic feet of files digitized will enhance the efficiency of information retrieval, improve access to the records and ensure availability of the City's property record information in the event of a disaster that precludes access to City Hall. The Assessment office staff will purchase standard record cartons from NYSID and box the inside District files first, with explicit labels on each box identifying the City, the tax district, the starting SBL and the last SBL in the box. Records will be picked up by the vendor, starting with Inside District and when those have all been scanned and the boxes returned, they will pick up the Outside District property record cards which will be labeled in the same manner as the Inside District files. The vendor, NYSID and their corporate partner will produce an estimated 313,500 images in color at \$0.142 per image. The images need to be scanned in color because the majority of the sketches and data on the property record cards are done in pencil which shows up better if scanned in color- the image tends to be less legible if scanned in black and white. Indexing will include the (tax) district (inside or outside) then the property identification number (SBL) and then the address (street number and street name). Since the City's entire IT Department is newly staffed, we are also requesting funds to have a vendor organize, set up in folders and load the scanned images into the City's Electronic Document Management System, Laserfiche. This vendor will also ensure the text searchability (through optical character recognition) of the scanned images. Since colored images take up a lot more space in Laserfiche than black and white images, we are also requesting funds for extra digital storage space to upgrade our storage area network device to accommodate the 313,500 colored images.

AN ORDINANCE TO AMEND SECTION 136-33 ARTICLE IV OF CHAPTER 136 OF THE CODE OF THE CITY OF SARATOGA SPRINGS, NY, ENTITLED “LODGING AND EATING AND DRINKING ESTABLISHMENTS – ARTICLE IVA - TEMPORARY OUTDOOR SEATING AREA PERMITS ”

BE IT ORDAINED by the City Council of the City of Saratoga Springs, NY, as follows:

SECTION 1. Article IVA of Chapter 136 of the Code of the City of Saratoga Springs, entitled “Lodging and Eating and Drinking Establishments”- Temporary Outdoor Seating Area Permits” is hereby amended to read (new material underlined, old material in brackets):

ARTICLE IVA
TEMPORARY OUTDOOR SEATING AREA PERMITS

136-33. 1 Purpose and Intent

The [recent] ongoing COVID-19 pandemic has caused countless unforeseeable difficulties in municipalities across our nation. It is in the public interest at this time for every municipality to make reasonable accommodations and allowances for persons and businesses who have received municipal licenses, particularly when the licensed activities provide services to the public. This article establishes rules and regulations under which the holder of a valid license for an eating and drinking establishment under Article II of this Chapter may apply for a permit to use, for a temporary period of time as stated herein, certain specified public property of the City of Saratoga Springs as a temporary outdoor seating area for said eating and drinking establishment.

136-33. 2 Construction with other laws

The rules and regulations established in this article shall be in addition to and not in limitation of the other articles in this chapter. If any rule or regulation in this article shall be in conflict with any other rule or regulation elsewhere in this chapter, as said rules or regulations may be applicable to a temporary outdoor seating area permit as herein described, the rules and regulations of this article shall have priority.

136-33. 3 Establishment of temporary outdoor seating areas

The City Council hereby designates [the Battalion Chief of the Fire Department, the Director of Risk and Safety, and the Department of Public Works Business Manager] the Commissioner of Accounts, with the advice and consent of the Commissioner of Public Works as the officials who together shall have authority to establish areas of public property, including but not limited to sidewalks, for use by licensed eating and

drinking establishments as temporary outdoor seating areas. Temporary outdoor seating areas shall operate in compliance with the New York State Uniform Codes, the Americans with Disabilities Act, and the applicable provisions of the Code of the City of Saratoga Springs.

136-33.4 Application for permit

Any person or legal entity who is the holder of a valid license for an eating and drinking establishment issued pursuant to Article II of this chapter may make application to operate a temporary outdoor seating area, in connection with said eating and drinking establishment. The application shall be in writing on forms provided by the Department of Accounts, and shall contain the following:

- A. Name, physical address, mailing address, email address, and telephone number of the eating and drinking establishment.
- B. Name, physical address, mailing address, email address, and telephone number of the applicant.
- C. An accurate drawing showing the location, dimensions, and barriers of the temporary outdoor seating area requested, location of tables, location of seats, distance between tables and seats, aisles, entrances and exits, and location and specification of emergency fire equipment.
- D. A narrative summary of the services to be provided.
- E. Verification of any required submission to the State Liquor Authority for the expanded area, including but not limited to a supervision and control plan.
- F. Proof of insurance as set forth in 136-33.6

136.33.5 Review of Applications

Applications shall be submitted to the Department of Accounts for review. Upon receipt, the Department of Accounts shall refer the application to [the Department of Public Safety, The Department of Public Works, and the Office of Risk and Safety] the Committee on Outdoor Dining for comments and recommendations. The Committee on Outdoor Dining shall be constituted by the following members: The Battalion Chief of the Fire Department, the Director of Risk and Safety, and the Department of Public Works Business Manager, a representative from the Mayor's Office, and a representative from the Finance Department. The Department of Accounts may then issue a permit, conditioned upon such reasonable limitations and requirements as it may deem necessary in the interest of public health, safety and welfare. [Final approval of permits shall be authorized by the City Council upon motion and vote.]

136-33.6 Insurance and Indemnification

No permit shall be issued until the following insurance has been provided therefor:

- A. A certificate of insurance for commercial general liability insurance, including personal injury liability insurance, in the amount of \$1,000,000

per occurrence and \$2,000,000 aggregate, naming the City of Saratoga Springs as an additional insured on a primary and non-contributory basis. The City of Saratoga Springs must be listed as the certificate holder with the physical address of Office of Risk and Safety, 474 Broadway, Saratoga Springs, NY 12866.

- B. Proof of New York State statutory workers' compensation and employer's liability insurance for all employees.
- C. If alcoholic beverages are consumed in the temporary outdoor seating area, A certificate of insurance for liquor legal liability insurance in the amount of \$1,000,000 bodily injury and property damage per each occurrence. Such insurance must contain a provision that the Commissioner of Accounts of the City of Saratoga Springs be notified if the policy is cancelled or if there has been a material change in coverage and/or conditions. The City of Saratoga Springs must be listed as the certificate holder with the physical address of Office of Risk and Safety, 474 Broadway, Saratoga Springs, NY 12866.
- D. The certificate of insurance must name the City of Saratoga Springs as an additional insured on a primary and non-contributory basis and [should] shall be addressed to the attention of:

Department of Accounts
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866
Attention: City Clerk's Office

- E. The permit holder shall acknowledge that failure to obtain such insurance on behalf of the municipality constitutes a material breach of the contract and subjects the permit holder to liability for damages, indemnification and all other legal remedies to the City of Saratoga Springs. The permit holder shall provide the City with a certificate of Insurance naming the City as an additional insured on a primary and non-contributory basis prior to the issuance of any permit under this article. The failure to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.
- F. The permit holder shall indemnify and save harmless the City of Saratoga Springs, its agents and employees (hereinafter referred to as "City") from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees) arising out of or resulting from the permitted activity, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to any injury or destruction of property caused by the tortuous act or negligent act or omission of the permit holder or the permit holder's employees, agents or subcontractors.

136-33.7 Regulations

A temporary outdoor seating area permitted under this article shall be subject to the following regulations:

- A. The permit holder shall accept the temporary outdoor seating area as is, and shall maintain the area and keep it clean and free of debris [, decoration] and impediments
- B. The permit holder shall clean up and dispose of all garbage and debris throughout the use of the allocated space and at the end of each business day.
- C. The permit holder shall immediately notify the City of any defects or deficiencies in the surface of the temporary outdoor seating area and adjacent curbs and walkways.
- D. Alcoholic beverages shall be served only during the hours allowed by the license for the eating and drinking establishment.
- E. All persons must vacate the temporary outdoor seating area no later than the close of business each evening, and, if so required by the terms of the permit, all furniture, barriers, utensils, and other material and equipment used for the temporary outdoor seating area must be removed from the area or properly secured no later than the close of business each evening.
- F. [At the end of the season] Upon expiration of the permit, all elements of a temporary outdoor seating area shall be removed and the area shall be returned to its original state.
- G. No music from any source shall be played at any time.
- H. No smoking shall be allowed at any time.
- I. Copies of all certificates held by the permit holder from the New York State Department of Health, The New York State Liquor Authority, and the City of Saratoga Springs shall be prominently displayed in the seating area.

136-33.8 Status of Permit; revocation

A permit issued pursuant to this article shall constitute a revocable license to temporarily occupy a designated area of public property during a period of emergency. It confers no vested rights of any kind and it may be revoked at any time upon action of the City Council repealing this article or upon a finding of the designated permit issuing official, after due process, for any of the following reasons:

- A. That the permit holder has violated any provision of this article or this chapter.
- B. That the permit holder has violated any provision of the New York State Building and Fire Codes.
- C. That the permit holder has not maintained required insurance.
- D. That the permit holder has not complied with an imposed requirement, condition, or regulation.

- E. Any other conduct which evidences the inability of the permit holder to safely occupy the temporary outdoor seating area.
- F. That, regardless of any conduct on the part of the permit holder, the temporary outdoor seating area cannot be safely occupied.

136-33.9 Duration of Permit; Duration of Article

[All permits issued under this article shall expire at midnight on September 7, 2020, except that such date may be extended from time to time by resolution of the City Council.]

A. All permits issued under this article shall expire at midnight on November 1 in the year the permit is issued.

B. This article shall remain in effect until midnight on November 1, 2024, except that such date may be extended from time to time by resolution of the City Council.

136.33.10 Fees

[There shall be no fee for each permit issued under this article] A schedule of fees shall be developed prior to each season. Such schedule shall be adopted by resolution of the City Council.

136-33.10 When Effective

This article shall take effect immediately upon enactment by the City Council.

SECTION 2. This Ordinance shall take effect the day after publication as provided by the City Charter of the City of Saratoga Springs, NY.

ADOPTED:

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK

By: Dillon Moran, City Clerk

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NY

BE IT RESOLVED, by the City Council of the City of Saratoga Springs, New York, as follows:

WHEREAS, Section 11-c of the NY Domestic Relations Law gives the governing body of any village, town or city the authority to appoint one or more marriage officers who shall have authority to solemnize marriages within the territory of the municipality which makes the appointment;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to Domestic Relations Law 11-c, this City Council hereby appoints Michael Lenz, a resident of Saratoga Springs and former Saratoga Springs Mayor, to be a marriage officer.
2. The term of Mr. Lenz' appointment shall be from May 1 through May 31, 2022.
3. Mr. Lenz shall receive no compensation from the City of Saratoga Springs.

Dated:

Ayes: Nays:

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK
By: Dillon Moran, City Clerk

Company Information

Company Name:	City of Saratoga Springs, NY
Telephone Number:	518-587-3550 x2310
Fax Number:	
Street Address:	474 Broadway
City:	Saratoga Springs
State:	NY
Zip Code:	12020
Country:	USA
Technical Contact (1) Information <input type="checkbox"/> * Check if authorized password and ACL contact	
**Name:	Michael Wangerin
Title:	Director of IT
E-mail Address:	michael.wangerin@saratoga-springs.org
Telephone Number:	518-338-9328
Technical Contact (2) Information <input type="checkbox"/> * Check if authorized password and ACL contact	
**Name:	Ryan Nash
Title:	Information Security Analyst
E-mail Address:	ryan.nash@saratoga-springs.org
Telephone Number:	518-321-0157
Technical Contact (3) Information <input type="checkbox"/> * Check if authorized password and ACL contact	
**Name:	Sean Daugherty
Title:	Microcomputer Support Technician
E-mail Address:	sean.daugherty@saratoga-springs.org
Telephone Number:	518-832-8605
Executive/Management Contact Information <input type="checkbox"/> * Check if authorized password and ACL contact	
**Name:	Michael Wangerin
Title:	Director of IT
E-mail Address:	michael.wangerin@saratoga-springs.org
Telephone Number:	518-587-3550 x2310
Billing Contact Information <input type="checkbox"/> * Check if authorized password and ACL contact	
**Name:	Michael Wangerin
Title:	Director of IT
E-mail Address:	michael.wangerin@saratoga-springs.org
Telephone Number:	518-587-3550 x2310
Other Information	
Domain (i.e. www.company.com)	saratoga-springs.org, saratogapolice.org, ssfdny.org
Type of business	Mun. Govt.

* If checked this contact is an authorized to approve password distribution and access level. This contact is also approved to add/remove users to/from the Access Control List (ACL)
 **Information and support will NOT be disseminated to any party other than those listed above.

Mindcentric Contacts

Technical Support	support@mindcentric.com	800-327-1802 #2
Billing Information	billing@mindcentric.com	800-327-1802 #3
Customer Service Rep.	Sean Washington: seanw@mindcentric.com	800-327-1802 #1



Statement of Work:

Mindcentric will work with Client engineers to troubleshoot network configurations to correct VM delivery on Zimbra across 3 Domains. Client must provide Mindcentric Engineers access to the network directly, or work with us remotely to view current configurations.

Project is priced as a pool of hours (\$600), not to exceed 5 total engineering hours. Anything over the 5-hour pool will be billed at \$150 an hour – in 30-minute increments.

Estimated Completion 2-3 days.

Pricing Summary:

24 Month Term				
Line Item	Quantity	Monthly Fee	Total Monthly Fees	Set-Up Fees
Zimbra Networking Project (5-hour pool)	1	0.00	\$0.00	\$600
Total				\$600



Company Name:

Term

0 year*

Payment Method

☐ Credit Card (Master Card, Visa, or AMEX) for payments under \$2,000
Call in credit card information for security purposes at 800-327-1802 #3

☐ Invoice/Check for payments from \$2,000 - \$10,000

☐ Wire transfer for all payments over \$10,000

Billing contact and questions: billing@mindcentric.com or 800-327-1802 #3

*** The term will renew for a 1-year term unless a cancellation notice is given 30 days prior.**

Billing Information

(if different from company information on page 1)

Billing Contact:	Michael Wangerin
Billing email address:	michael.wangerin@saratoga-springs.org
Billing Phone number:	518-587-3550 x2310
Billing Address:	474 Broadway
City:	Saratoga Springs
State:	NY
Zip Code:	12866
Billing contact or attn. to:	

Authorization: Customer hereby orders from MindCentric, the Services described above for the term specified in this service order form. This service order form is valid when accepted by an authorized representative of MindCentric. The term of this order begins on the date MindCentric receives the signed "Service Order Form", the set fee and first monthly fee are cleared. The first month billing cycle will NOT start until MindCentric has completely provisioned and tested the service, and notified the customer the service is activated. All monthly fees are billed 30 days in advance with the exception of overages. If there are overages, the overages are billed the following month based on actual usage.

All notices shall be sent to MindCentric at the following:
2880 Bicentennial Pkwy, Suite 100 PMB 119, Henderson, NV 89044

YES I have read and agree to the following www.mindcentric.com/master-service-agreement

Client:

Accepted by MindCentric

Name:

Name:

Title:

Title:

Date:

_____, _____

Date:

_____, _____

Signature:

Signature:

CONFIDENTIAL

Page 3

Initial _____



Master Service Agreement

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Contact Us



City of Saratoga Springs, NY: *Risk and Safety Agreement for Technology Services*

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
 City Department: _____ Department Contact Person: _____ City Ext. _____
 Company Name: _____
 Company Address: _____
 Company Telephone No.: _____ Company Fax No.: _____
 Consultant Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Cyber /Privacy Liability Insurance:** Five Million Dollars per occurrence aggregate. This insurance shall include coverage for Privacy Notification Expenses, Third Party claims including regulatory defense & payment of fines or penalties, and First Party claims including Data Recovery Costs, Cyber Extortion, and data in the care, custody and control of the insured;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Technology Errors and Omissions Insurance:** Two Million per Claims Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to **Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866**, within two (2) days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as ***Additional Insured on a primary and non-contributory basis prior*** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City as an ***Additional Insured on a primary and non-contributory*** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees, from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the

Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City shall have the right to immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Consultant, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Consultant Signature: _____ **Date:** _____

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
					LINE DESCRIPTION	EFF DATE			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2022	03	71	03/15/2022	BUDGET CCM	031522 BUA TRANS-PAY	1	1		
1	A3729081	51990		SICK LEAVE	SICK LEAVE		29,106.71	392.65	29,499.36
	A	-37-2-9089-1-51990	-		COVER EMPL TERM	03/15/2022			
2	A3729081	58030		SICK LEAVE	CITY PORTION SOCIAL SECURITY		2,192.09	30.04	2,222.13
	A	-37-2-9089-1-58030	-		COVER EMPL TERM	03/15/2022			
3	A3021694	54720		DATA PRCESSING NETWORK CS	SERVICE CONTRACTS - PROF SERV		129,362.04	-422.69	128,939.35
	A	-30-2-1681-4-54720	-		COVER EMPL TERM	03/15/2022			
4	A3335011	51900		STREETS PS	LABORER		1,373,584.00	70,000.00	1,443,584.00
	A	-33-3-5010-1-51900	-		STREETS, LABOR(ELECTRICIAN)	03/15/2022			
5	A3031491	51122		COMM PUBLIC WORKS PS	ELECTRICIAN		109,620.01	-70,000.00	39,620.01
	A	-30-3-1490-1-51122	-		STREETS, LABOR(ELECTRICIAN)	03/15/2022			
** JOURNAL TOTAL							0.00		

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u238

CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
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CLERK: u238

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2022 3 71									
BUA A3729081-51990	03/15/2022	TRANS-PAY	BUDGET	CCM	031522	SICK LEAVE	5	392.65	
BUA A3729081-58030	03/15/2022	TRANS-PAY	BUDGET	CCM	031522	COVER EMPL TERM			
BUA A3021694-54720	03/15/2022	TRANS-PAY	BUDGET	CCM	031522	CITY PORTION SOCIAL SECURITY	5	30.04	
BUA A3335011-51900	03/15/2022	TRANS-PAY	BUDGET	CCM	031522	COVER EMPL TERM			
BUA A3031491-51122	03/15/2022	TRANS-PAY	BUDGET	CCM	031522	SERVICE CONTRACTS - PROF SERV	5		422.69
BUA A3031491-51122	03/15/2022	TRANS-PAY	BUDGET	CCM	031522	COVER EMPL TERM			
BUA A3031491-51122	03/15/2022	TRANS-PAY	BUDGET	CCM	031522	LABORER	5	70,000.00	
BUA A3031491-51122	03/15/2022	TRANS-PAY	BUDGET	CCM	031522	STREETS, LABOR(ELECTRICIAN)			
BUA A3031491-51122	03/15/2022	TRANS-PAY	BUDGET	CCM	031522	ELECTRICIAN	5		70,000.00
BUA A3031491-51122	03/15/2022	TRANS-PAY	BUDGET	CCM	031522	STREETS, LABOR(ELECTRICIAN)			
JOURNAL 2022/03/71 TOTAL								.00	.00

03/10/2022 16:29	CITY OF SARATOGA SPRINGS LIVE		P	3
u238	BUDGET AMENDMENT JOURNAL ENTRY PROOF		bgamdent	

FUND ACCOUNT	YEAR PER	JNL	EFF	DATE ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by Lynn Bachner **



City of Saratoga Springs
Department of Public Works

474 Broadway Suite 12 - City Hall
Saratoga Springs, NY 12866
Phone: 587- 3550 (Ext. 2574)
Fax: 587 - 2417

CITY OF SARATOGA SPRINGS WATER RATES & RESOLUTION

RESOLVED that the City Council of Saratoga Springs this 15th ~~16th~~ day of March 202~~21~~24, adopt and confirm the following water rates for the 202~~21~~24 Utilities Billings having due dates of (05/1~~6~~7/2~~2~~4, 08/1~~5~~6/2~~2~~4, 11/15/2~~2~~4, 02/15/2~~3~~2). If the due date is on a weekend or a holiday, the bill is due on the next business day. The rates as shown will be applied to a quarterly billing procedure. Bills shall be computed under a step rate system on exact consumption. This resolution shall be made pursuant to Water-Sewer Chapter 231 section 48 of the City code by adding the amendment adopted by the City Council on March 16, 202~~21~~24.

1. Rate structure shall be as follows:

- A. There shall be a basic service charge of \$10. (ten dollars) for all accounts, which have been active and/or metered during the previous three (3) month period or any part of the said three (3) month period, with the exception of sprinkler accounts.

Cubic Ft. Units			Rate per Thousand	0% INCREASE TBD
			<u>20221<u>24</u></u>	
FIRST	0 -	2000	\$13.15	
FROM	2001 -	8000	\$15.90	
FROM	8001 -	25,000	\$16.60	
FROM	25,001 -	75,000	\$16.90	
FROM	75,001 -	100,000	\$17.40	
FROM	100,001 -	125,000	\$17.10	
FROM	125,001 -	150,000	\$16.70	
FROM	150,001 -	175,000	\$16.60	
FROM	175,001 -	225,000	\$13.90	
FROM	225,001 -	750,000	\$13.20	
FROM	750,001 -	1,000,000	\$13.20	
FROM	1,000,001 -	2,000,000	\$11.65	

FROM 2,000,001 & OVER \$ 6.00

- B. Any metered account dedicated to outside usage only shall be billed at a rate of one and one half (1 ½) the current rate. Additionally, any metered outside usage only account that has no usage for an entire three (3) month period shall have no bill for that period. All metered usage of these accounts will be billed for water consumption only. There will also be a charge for new meter installation.

There shall be an additional charge of one-dollar (\$1.00) per quarter for every water service connection, whether metered or non-metered, to cover costs of emergency repairs to private water service pipes located in City streets.

2. Buildings having water main service shall have a charge of \$10.00 (ten dollars) per quarter.
3. Vacant lots having water main service shall have a charge of \$10.00 (ten dollars) per quarter, billed once a year at a total of \$40.00 (forty dollars) on the first billing of each year. For billing purposes, each 100 feet of frontage (or part thereof) shall constitute a lot charge.
4. Buildings, which have services that have not been used (metered) throughout the three-month billing period, shall have a charge of \$15.00 (fifteen dollars).
5. Fire hydrants and other unmetered fire protection appurtenances, located outside of building(s) but within private property, shall be charged \$50.00 (fifty dollars) per hydrant or appurtenance per quarter.
6. Buildings or properties which are not metered or that have dead readers shall have a charge of \$100.00 (one hundred dollars) per quarter.
7. Accounts outside the City of Saratoga Springs shall be charged triple the rate and a \$10.00 (ten dollars) basic service charge, except those accounts, which presently exist in the Milton portion of Geyser Crest.
8. All billings shall be charged to the last date of consumer readings.
9. All accounts must be individually metered and all usage must first pass through such meter before supplying any part or parcel of the property serviced.
10. There will be a charge of \$75.00 (seventy-five dollars) for storage of any meter, per occurrence.
11. In the event that a meter is lost, stolen, damaged or destroyed, the property owner shall be responsible for replacement or repair costs. The minimum charge per occurrence shall be based on the costs set by the supplier and will reimburse any costs incurred by the City for the purchase of the new meter.
12. Tapping fees shall be \$200.00 (two hundred dollars) for ¾ inch and 1 inch taps that are presently serving existing water accounts within the City's water distribution system (cost for replacement tap only).

[RESERVED]

13. No adjustment or refunds shall be granted except in cases where an account is in error and such adjustment shall be made on the next billing date.
14. The Commissioner of Public Works shall have the authority to establish rules and determine rates in special circumstances, not to exceed \$500.00 (five hundred dollars).
15. There shall be a non-recurring charge for the installation of a water meter on all new accounts. The charge shall be based on the costs set by the supplier and will reimburse any costs incurred by the City for the purchase of the new meter.

Where multiple dwellings are to be constructed, a lump sum payment of this fee, for all planned units, shall be required prior to connection to any water main.

16. Pursuant to Water-Sewer Chapter 231 Section 54 of the City Code: There shall be a minimum hydrant charge of \$ 200.00 (two hundred dollars) for hydrants connected to the City's water system. There will be an additional metered water charge based on current water rates for usage. Use of hydrants, for demolition, etc., shall be at the sole discretion of the Commissioner of Public Works.

17. Temporary meters:

There shall be a minimum charge of \$150.00 (one hundred fifty dollars) for a temporary water meter used. Additionally, there will be a metered water charge based on current water rates for usage.

18. Non-Payment of Bills for Residents Outside of the City Limits:

The Commissioner of Public Works is authorized to direct that the water service to a user be shut off 10 (ten) days after a delinquent notice is mailed if payment is not received by that time. When shut off, water shall not be turned back on except upon payment of the arrears amount of the utility bill plus an additional reactivation fee of \$80.00 (eighty dollars).

19. A separate charge of \$60.00 (sixty dollars) shall be assessed in all instances where estimated bills have been issued to an account for three consecutive quarters.
20. Commencing with the July 2012 water utility bill, there shall be an additional charge on all accounts which have been active and/or metered during the previous three (3) month period or any part of said three (3) month period with the exception of sprinkler accounts. This additional charge shall cover costs of capital improvements to the City's water system.

2022 Rates:

\$ 259.00 per quarter for meter size one (1) inch or less;
\$ 907.50 per quarter for meter size greater than one (1) inch but less than six (6) inches;
\$3500.00 per quarter for meter size six (6) inches or greater



City of Saratoga Springs

Department of Public Works

474 Broadway Suite 12 - City Hall
Saratoga Springs, NY 12866
Phone: 587-3550 (Ext. 2502)

CITY OF SARATOGA SPRINGS SEWER RATES & RESOLUTION

RESOLVED that the City Council of Saratoga Springs this ~~15th~~^{16th} day of March 202~~21~~²⁴ adopt and confirm the following sewer rates for the 202~~21~~²⁴ Sewer billings having due dates of (05/1~~6~~⁷/2~~21~~²⁴, 08/1~~5~~⁶/2~~21~~²⁴, 11/15/2~~21~~²⁴, 02/15/2~~32~~²⁴). If the due date is on a weekend or a holiday, the bill is due on the next business day. The rates as shown will be applied to a quarterly billing procedure. Bills shall be computed under a step rate system on exact consumption. This resolution shall be made pursuant to Water-Sewer Chapter 231 section 48 of the City code by adding the amendment adopted by the City Council on March ~~16~~¹⁶, 202~~21~~²⁴.

1. Rate structure shall be as follows:

All accounts having access to a sanitary sewer shall be billed on full-metered water consumption. There shall be a basic service charge of \$~~450.00~~^{450.00} (forty ~~five~~^{five} dollars) for all accounts, which have been active and/or metered during the previous three (3) month period or any part of said three (3) month period.

Cubic Ft. Units			Rate per		Proposed	Increase
					0% INCREASE ^{TBD}	
			Thousand			
					202 1 ²⁴	
FIRST	0 -	2,000	\$23.90		\$24.60	3%
FROM	2,001 -	8,000	\$37.00		\$38.10	
FROM	8,001 -	25,000	\$33.25		\$34.25	
FROM	25,001 -	75,000	\$31.90		\$32.85	
FROM	75,001 -	100,000	\$32.90		\$34.55	5%
FROM	100,001 -	125,000	\$30.70		\$32.25	
FROM	125,001 -	150,000	\$28.60		\$30.05	
FROM	150,001 -	175,000	\$23.80		\$25.00	
FROM	175,001 -	225,000	\$20.50		\$21.55	
FROM	225,001 -	750,000	\$18.85		\$19.80	
FROM	750,001 -	1,000,000	\$17.60		\$18.85	7%

03~~23~~²³/1~~56~~⁵⁶/2~~21~~²⁴

FROM 1,000,001 - 2,000,000 \$12.70 \$13.60

FROM 2,000,001 & OVER \$10.90 \$11.70

2. Resolution passed by Saratoga County Sewer District No. 1 in 2001. Section 1 states: "Pursuant to the authority granted by Section 266 (1) (a) of the County Law, the Saratoga County Sewer Commission imposes sewer user charges upon all premises and real property within the boundaries of the Saratoga County Sewer District #1 who are capable of using the sewer system or any part or parts thereof."
3. Sewer bills are based on actual water consumption.
4. Accounts outside the City of Saratoga Springs shall be charged double the sewer rate and a \$4~~50~~.00 (forty five dollars) basic service charge.
5. This sewer bill is for the dates as shown on the bill.
6. Buildings which have services which have not been used (or metered) throughout the three month billing period shall have a charge of \$25.00 (twenty five dollars).
7. The Commissioner of Public Works shall have the authority to establish rules and determine rates in special circumstances, not to exceed \$500.00 (five hundred dollars).
8. Buildings having sewer main service shall have a charge of \$20.00 (twenty dollars) per quarter.
9. Buildings, which are not metered nor have dead readers, within the City of Saratoga Springs, shall have a charge of \$150.00 (one hundred fifty dollars) per quarter.
10. There will be a charge of \$125.00 (one hundred twenty-five dollars) to cover the cost of the purchase, transportation, handling of sewer saddle.
11. No adjustment or refunds shall be granted except in cases where an account is in error and such adjustment shall be made on the next billing date.
12. Commencing with the July 2014 sewer utility bill, there shall be an additional charge to cover the cost of capital improvements to the City's sewer system.

2022~~1~~ Rates

\$ 5.00 per quarter for water meter size one (1) inch or less
\$ 3~~50~~.00 per quarter for water meter size greater than (1) inch but less than six (6) inches
\$1~~320~~.00 per quarter for water meter size six (6) inches or greater.



City of Saratoga Springs, NY Contract

City Project Number: Onondaga #8996 City Project Name: International Dump Trucks
City Department: Public Works Department Contact Person: Barb Maughan City Ext. 2574
Company Name: Navistar Inc. (aka HL Gage Sales, Inc.)
Company Street Address, City, State, Zip: 399 Albany Shaker Road, Suite 202, Loudonville, NY 12211
Company Telephone No.: (518) 694-3370 Company Fax No.: (518) 694-3378
Vendor and/or Service Provider Primary Contact: Dale Neighbor Title: National Account Manager
Primary Contact Email: dale.neighbor@navistar.com
Service to be Provided: see exhibit "A"
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for International Dump Trucks, the Vendor and/or Service Provider submitted proposals dated Feb 16, 2022 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by 12/31/2023. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed unit bid prices, subject to appropriation, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Commissioner of Public Works is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Navistar Inc.. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

To Vendor and/or Service Provider: Navistar, Inc., 399 Albany Shaker Road, STE 202, Loudonville, NY 12211
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or

Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

PRODUCT ONLY

9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the "City of Saratoga Springs, Office of Risk and Safety, 474 Broadway, Suite 14, Saratoga Springs, NY 12866" as a Certificate Holder for the following coverage for the work covered by this Agreement:

A. For projects whose total value is between Zero and \$100,000:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

B. For projects whose total value is between \$100,000 and \$500,000:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

C. For projects whose total value is between \$500,000 and \$1,000,000:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND

- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of **professional services**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. For projects involving any form of **pollution risk or exposure, environmental hazard, asbestos or special circumstances**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Pollution Liability Insurance including Coverage for Asbestos Abatement:** One Million Dollars Each Occurrence;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.
- F. For **software and technology projects**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Cyber /Privacy Liability Insurance:** Five Million Dollars per occurrence aggregate. This insurance shall include coverage for Privacy Notification Expenses, Third Party claims including regulatory defense & payment of fines or penalties, and First Party claims including Data Recovery Costs, Cyber Extortion, and data in the care, custody and control of the insured;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Technology Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.

14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- **Legal:** Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Right to organize:** Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and

annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and or any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: Dale Neighbor Digitally signed by Dale Neighbor
DN: cn=Dale Neighbor, o=Navistar, Inc., ou=Federal Sales,
email=dale.neighbor@navistar.com, c=US
Date: 2022.03.02 11:26:56 -0500

Print Name: Dale Neighbor Title: National Account Manager

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Ron Kim Title: Mayor City Council Approval Date: _____
Meg Kelly

City of Saratoga Springs, New York APPENDIX A All City Contracts and Agreements

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 *et seq.*).

Vendor and/or Service Provider Signature: Dale Neighbor Digitally signed by Dale Neighbor
DN: cn=Dale Neighbor, o=Navistar, Inc., ou=Federal Sales,
email=Dale.Nighbor@navistar.com, c=US
Date: 2022.03.02 11:27:42 -05'00'

Print Name: Dale Neighbor **Title:** National Account Manager



Onondaga County
Executive Department

Division of Purchase

John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202
(315) 435-3458
FAX # (315) 435-3424

JOANNE M. MAHONEY
County Executive

ANDREW TROMBLEY
Director

June 25, 2018

Josh Lepage
Navistar Inc
399 Albany Shaker Rd Suite 202
Loudonville NY 12211

Re: Bid Ref. # 8996 Opened: June 7, 2018

For: Trucks – Heavy Duty Class 8
Dept.: Various

Dear Mr. Lepage:

It is the intent of the County of Onondaga to enter into a pricing agreement for and to award to your company the items indicated on the attached computation of bids sheet per the terms and conditions of the subject bid.

If you have any questions please feel free to contact Jim Corbett, Specification Writer.

Sincerely,

Andrew Trombley
Director

AT/ag

Enc: comp sheet

Cc: Cory Larrabee, file

PROPOSAL AND SIGNATURE PAGE

Director of Purchasing
Onondaga County Division of Purchase
421 Montgomery St.
Syracuse, NY 13202

I agree to provide all the material and/or labor in accordance with the furnished specifications to the County of Onondaga and/or its political subdivisions. I have clearly identified variations from the published specifications where applicable.

I have received, read and agree to the terms and conditions as set forth in the Instructions to Bidders/General Conditions and any special terms or conditions as set forth in the special conditions or minimum specifications. I specifically read, understand and certify in accordance with section 16.2.1 (non-collusion certification required for public bids) and the Fair Employment reporting requirements (16.2.6). I am authorized by my company to make this commitment.

REFER TO PRICING PAGES

Addenda acknowledgment:

I have received and considered the following addenda in submitting this bid:

No. 1 Dated: 5-31-2018
No. 1 Dated: _____
No. _____ Dated: _____

Signature: [Handwritten Signature]
Printed Name: JOSH LEPAGE
Title: NATIONAL ACCOUNT MANAGER

Firm Name: NAVIDSTAR INC Contact person: DAWN CROUCH
Address: 399 ALCOCK STREET RD, SYRACUSE, NY 13211 Phone: 518-694-3370
Purchase Order Address (if different than above): _____ Fax Number: 518-694-3378
Federal ID Number: 38-1264810

E-Mail Address: josh.lepage@NAVIDSTAR.COM

Note: Vendors **MUST** provide a W-9 Form with their bid. This form is attached at the end of Instructions to Bidders/General Conditions.

***This page Must be Signed and Returned
or your bid will be declared Informal!***

SPECIAL CONDITIONS

* **Term:** Award period shall be for five (5) years from June 24, 2018 through June 23, 2023.

Blanket Price Agreement: This bid will result in a blanket price agreement.

* **Piggybacking:** Onondaga County allow(s) all municipal entities and authorities authorized under the General Municipal Laws of the State of New York to purchase goods and/or services under this contract from anywhere in the state at the discretion of the vendor. *Municipalities outside of New York State may participate if allowed by local law, also at the discretion of the vendor*

Total MSRP: MSRP plus destination charges to dealer = Total MSRP

Pricing: Vendors MUST provide verified pricing from the manufacturer . MSRP plus destination charges to dealer

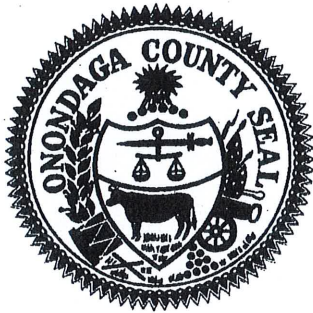
Escalation: The discounts provided for the vehicles and vehicle options cannot be decreased. This is the basis for price escalation for the term of the contract.
Model Year increases to the MSRP are acceptable as long as discounts are applied as bid.

Payment: Payments will be made with the PeopleSoft Purchase Order, receipts, vendor's original invoice and voucher. (For Onondaga County, City of Syracuse, Syracuse School District, Syracuse Airport Authority and Otsego County, Oswego County and City of Oswego)..

AWARD: Award is by Truck manufacturer . with a discount from Total MSRP and discount from option list
One award per manufacturer. Vendor must bid on all trucks itemized in their category.
Dump Bodies, Snow plows and associated options accessories are a minimum of 30% from Body vendors.
Vendor Must Provide a list of body vendors that are going to participate in this contract (see pricing pages).
Equipment vendors can offer their complete lines as part of the contract.
A letter of commitment from body companies shall be provide at time of bid award.

To include:

Rack bodies
Tank bodies
Service bodies
Utility/Bucket bodies
Wrecker bodies/rollback
Emulsion bodies
Dump bodies
Van bodies/reefer bodies
Utility bodies
Hook lift bodies
Attenuator bodies
Refuse bodies:
Front loaders
Side loaders
Rear loaders
Roll offs



**COUNTY OF ONONDAGA
DIVISION OF PURCHASE**

**13TH FLOOR
421 MONTGOMERY STREET
SYRACUSE NEW YORK 13202**

BLANKET PRICE AGREEMENT

NOTICE OF CONTRACT AWARD

COMMODITY/SERVICE:

**CLASS 4 – 7 CAB- CHASSIS TYPE
HEAVY DUTY TRUCKS**

CONTRACT PERIOD:

5 YEARS

December 10, 2019 – December 9, 2024

BID OPENED:

December 3, 2019

BID REF. #: ONGOV-106-19

REFERENCE:

7974

RENEWAL:

**At New Fleet Pricing
Discount from MSRP
Discount on Options**

DATE ISSUED:

January 31, 2020.

INQUIRIES TO:

**Tierza Sovocool, Buyer
315-435-3475**

This is only a synopsis of the contract. Complete contract documents/specifications are on file in the Purchase Division. If you require additional information, you may call this office at (315) 435-3458 between 8:30 am and 4:30 pm.

VENDOR NAME & ADDRESS

CONTACT

**KENWORTH NORTHEAST GROUP
100 COMMERCE DR
BUFFALO NY 14218**

**DOUG HUGES dhughes@kenworthne.com
716-862-2800**

**BEAM MACK
6260 EAST MOLLOY ROAD
EAST SYRACUSE NY 13057**

**GREG ANGWIN grega@beammack.com
315-437-2574**

VENDOR NAME & ADDRESS

CONTACT

NAVISTAR INC
LOUDONVILLE NY 1 2211
399 ALBANY SHAKER ROAD

BOB CARSON rcarson@stadiumtrucks.com
DAWN CROUCH- dawn.crouch@navistar.com
315-762-2451- 518-6843378

ROBERT GREEN AUTOMOTIVE
PO BOX 8002
ROCK HILL NY 12755

ROBERT GREEN- rsgreen_rgtruck@hotmail.com
845-794-0300

CADY BROOK ENTERPRISES, LLC
DBA MOHAWK VALLEY FREIGHTLNER
PO BOX 201
YORKVILLE NY 13495

RICK WOODS - rrwoods@mvfreightliner.com
315-736-3287

HUNTER KEYSTONE PETERBILT, LP
DBA HUNTER BUFFLO PETERBILT
BUFFALO NY 14425

JIM MALARE- jmalare@huntertrucksales.com
716-684-010

VAN BORTEL FORD ,INC
71 MARSH ROAD
E.ROCHESTER NY 14445

JOSH/GEORGE/MARIA- fleet@vanbortel.com
585-586-7705

SCOPE:

PRICING:

ESCALATION: Increases to the bid price may be honored at the time of renewal of the contract. Refer to the standard escalation clause in the bid specification.

If a price increase is approved, the Purchase Division will issue an update to the user department(s).

ORDERING: This award has been set up as a blanket contract in the PeopleSoft System. Items must be ordered on-line using the PeopleSoft Requisition.

DELIVERY:

INSPECTION: Departments are responsible for inspecting shipments to ensure that what was ordered was received.

PAYMENT: Payments will be made with the PeopleSoft Purchase Order, receipts, vendor's original invoice and voucher.

DISCREPANCIES: In the event of a discrepancy, contact the vendor at the number listed on the front of this notice.

PROBLEMS: If you experience problems that cannot be resolved with the vendor, use the PO Variance Report/"Change Notice" Request form for the documentation and send it to the Purchase Division Buyer.

Blanket Price Agreement: AWARD IS BY MANUFACTURER.

Term: Award period shall be for **five (5)** years from, December 10, 2019 through December 9, 2024.

Extension:

The County reserves the right to extend the period of the contract ninety (90) days beyond the specified expiration date of the contract.

Piggybacking: Onondaga County allow(s) all municipal entities and authorities authorized under the General Municipal Laws of the State of New York to purchase goods and/or services under this contract from anywhere in the state at the discretion of the vendor. *Municipalities outside of New York State may participate if allowed by local law , also at the discretion of the vendor*

Total MSRP: MSRP plus destination charges to dealer = Total MSRP

Pricing: Vendors **MUST provide verified pricing from the manufacturer.** MSRP plus destination charges to dealer

Escalation: The discounts provided for the vehicles and vehicle options cannot be decreased. This is the basis for price escalation for the term of the contract.

Model Year increases to the MSRP are acceptable as long as discounts are applied as bid.

Payment: Payments will be made with the PeopleSoft Purchase Order, receipts, vendor's original invoice and voucher. (For Onondaga County, City of Syracuse, Syracuse School District, Syracuse Airport Authority and Otsego County, Oswego County and City of Oswego)..

Bodies

Dump Bodies, Snow plows and associated options accessories are a minimum of 30% from Body vendors.

Equipment vendors can offer their complete lines as part of the contract.

A letter of commitment from body companie(s) attached.

To Include:

Rack bodies

Tank bodies

Service bodies

Utility/Bucket bodies

Wrecker bodies/rollbacks

Emulsion bodies

Dump bodies

Plows

Van bodies/refer bodies

Utility bodies

Hook lift bodies

Attenuator bodies

Refuse bodies:

Front loaders

Side loaders

Rear loaders

Roll offs

SPECIAL CONDITIONS (Con't)

Lower Pricing: Municipalities reserve the right to negotiate lower pricing with the awarded vendors. Awarded vendors may offer a quantity discounts.

Government Mandated Program Price Adjustment: An adjustment in price may be permitted if a government mandated program such as a new standard for emissions takes effect and suitable documentation is furnished.

Delivery: Delivery shall be expressed in the number of calendar days required to make delivery after receipt of a purchase order. Delivery shall be made in accordance with the instructions on the purchase order from each Municipality and what is listed on the contract. The Contractor shall acknowledge receipt of the purchase order. If the ordering agency has not received acknowledgement within two (2) weeks, the contractor shall be contracted.

Delivery Certification: The Contractor shall secure a signed receipt from the Ordering agency certifying to the delivery of the vehicle. In the event deficiencies are later noted and a properly signed receipt is not available, the Contractor will be responsible.

Shipping Dates and Delivery Time

- Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order.
- Contractor shall provide ordering agency with anticipated shipping date of completed vehicle with written acknowledgment of order.

Contractors will notify the Division of Purchase in writing of the manufacturer's production build-out date. Such notification **MUST** be submitted immediately upon the contractor being notified by the manufacturer.

The resulting Contractor may supply the next model year vehicle if a build-out date has occurred for the trucks they are awarded. Prices will be held to discount from Total MSRP and the option discount pricing provided in bid. All specifications, terms and conditions of this bid remain in effect for the contract period. If no new model year has been awarded the Contractor may continue to supply the current model year vehicles until depletion of stock or manufacturer's production build-out.

Delivery: Price shall include all customs duties and charges, all vehicle preparation and clean-up charges, New York State motor vehicle inspection, installation charges and all other incidentals normally included with providing and delivery of a vehicle including the manufacturer's fees such as destination charges.

Award: Award will be by lowest bidder by manufacturer line. Bidders may supply multiple manufacturers/sources for the Dump bodies and Plows and other Bodies as listed at a minimum of 30% discount from lists.

SPECIAL CONDITIONS (Con't)

Regulations: The completed vehicle shall conform to all applicable federal, state and local laws in effect at the time of delivery.

Service: Prior to delivery, the vehicle shall be completely serviced by the contractor in his own shop. Servicing shall include New York State inspection, engine tune-up, lubrication, wheel alignment, front wheel balancing and all other checks and adjustments required for full, proper servicing of a new vehicle.

Qualification of Bidder: Bids for the vehicle will be considered only from manufacturers. Or from factory branch dealers, or manufacturer's franchised dealers. Bidders must be OEM authorized. OEM certification must be available on request.

Delivery Condition: Vehicles must be delivered strictly in accordance with specifications. Delivery must be coordinated with the department and delivery shall be made during normal working hours.

Guarantees by the Contractor: The manufacturer's standard warranty shall be provided.

Manuals: One (1) copy of truck maintenance, parts and operational manuals plus parts lists (if available) shall be delivered to the purchasing agency with the truck, including and not limited to:

1. Driver's manual
2. Cab-chassis service repair manual including a complete parts list, lube chart and wiring, hydraulic and air schematics.
3. Dump body, hoists, spreaders plows and hydraulic pump service. And repair manual including a complete parts list.

Contact: Please refer any questions to Tierza Sovocool, Division of Purchase tierzasovocool@ongov.net

MINIMUM SPECIFICATIONS

Scope: Provide Class 4-7 vehicles which may include installed Optional Body(s) plows and associated accessories for any Municipalities authorized under General Municipal Laws of the State of New York as specified below.

Medium-Duty Trucks

The Medium-Duty trucks category includes commercial truck classes 4, 5, and 6.

- Class 4: This class of truck has a GVWR of 14,001–16,000 pounds or 6,351–7,257 kilograms.
- Class 5: This class of truck has a GVWR of 16,001–19,500 pounds or 7,258–8,845 kilograms.
- Class 6: This class of truck has a GVWR of 19,501–26,000 pounds or 8,846–11,793 kilograms.

Heavy-Duty Trucks-Class -7

This heavy-duty trucks category includes commercial truck Class 7: This class of truck has a GVWR of 26,001 to 33,000 pounds or 11,794–14,969 kilograms.

Total MSRP: MSRP plus destination charges to dealer = Total MSRP

Award will be based on discount from TOTAL MSRP and Discount on Options per Example:

The discounts are the constant that allows price increases for model year increases.

Reporting: A quarterly report of vehicles ordered will be provided to Tierza Sovocool: Onondaga County Division of Purchase at. tierzasovocool@ongov.net

Additional Body companies can be added First Week of December during the term of the contract.

Body Companies will agree to work with all the awarded truck dealers.

New vehicles models can be added as long as they meet the current pricing discount as the vehicles they are replacing.

□
NAVISTAR/INTERNATIONAL CLASS- 4

VENDOR :NAVISTAR

1. Model CV 515- 4X2

Discount from Total MSRP: 10 %

OEM Option - Discount from list 10%

Discount on body pricing Minimum of: 30%

2. Model CV 515- 4X4

Discount from Total MSRP: 10%

OEM Options - Discount from list 10%

Discount on body pricing Minimum of: 30%

List Body Vendors for Navistar/International:

CYNCON

Telford Fifty Five Enterprises

ALTEC

MOI TRUCK

ANTHONY WELDING

BINGHAMTON TRUCK BODY

VIKING CIVES

HUDSON RIVER TRUCK AND TRAILER

VASSO SYSTEMS INC.

TRIVS INC.

JOE JOHNSON EQUIPMENT

TENCO

TEST EQUIPMENT

EVEREST EQUIPMENT CO.

STS TRAILER & TRUCK EQUIPMENT

HACKER'S PACKERS

HENDERSON

UNICELL BODY COMPANY

LONG ISLAND SANITATION EQUIPMENT

CLIFFSIDE BODY CORP.

X3 Dumps.

NYS MUNICIPAL QUOTE FORM

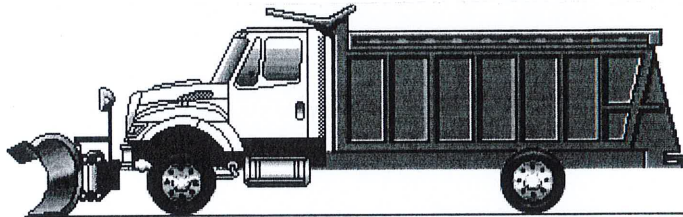
CONTRACT# 8996 Heavy/Medium

DATE 2/16/2022

Municipality City of Saratoga Springs
Address 474 Broadway
City Saratoga Spngs NY 12866

Telephone 518-584-3356
Fax _____
Contact Chris Dahl

Model	Description	List base price	\$
<u>HV507</u>	<u>Dump/Plow</u>		<u>99,898.00</u>
	Chassis Contract Price Factor		<u>.70%</u>
	Subtotal Chassis Contract Price	\$	<u>69,928.60</u>



Model Profile
2024 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 45120. Calc. GVWR: 45120. Calc. GCWR: 80000 Calc. Start / Grade Ability: 29.53% / 3.41% @ 55 MPH Calc. Geared Speed: 65.5 MPH
DIMENSION:	Wheelbase: 183.00, CA: 108.00, Axle to Frame: 61.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer I-180W} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-30-185} Single Reduction, 30,000-lb Capacity, Driver Controlled Locking Differential, T Wheel Ends Gear Ratio: 6.14
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
HV50700	Base Chassis, Model HV507 SFA with 173.00 Wheelbase, 98.00 CA, and 61.00 Axle to Frame.	\$99,898.00
1570	TOW HOOK, FRONT (2) Frame Mounted	\$84.00
1572	TOW HOOK, REAR (2)	\$75.00
1ANA	AXLE CONFIGURATION {Navistar} 4x2	\$0.00
	<u>Notes</u> : Pricing may change if axle configuration is changed.	
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL	\$2,318.00
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	\$0.00
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	\$590.00
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	\$0.00
2AEV	AXLE, FRONT NON-DRIVING {Dana Spicer I-180W} Wide Track, I-Beam Type, 18,000-lb Capacity	\$2,643.00
	<u>Notes</u> : Axle Lead Time is 52 Days	
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers	\$517.00
3WAJ	SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control	\$770.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	\$0.00
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6	
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	\$0.00
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	\$0.00
4EBT	AIR DRYER {Bendix AD-IP} with Heater	\$526.00
4EXT	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 36/36 SqIn Spring Brake	\$144.00
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	\$0.00
4LAG	SLACK ADJUSTERS, FRONT {Gunitex} Automatic	\$0.00
4LGG	SLACK ADJUSTERS, REAR {Gunitex} Automatic	\$0.00
4LGR	SLACK ADJUSTER PINS Stainless Steel Slack Adjuster Pins/Cotter Pins on Front and Rear	\$80.00
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	\$0.00
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports	\$432.00
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	\$50.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail	\$151.00
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	\$35.00
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	\$70.00
4XCZ	BRAKES, REAR {Meritor 16.5X7 P} Air S-Cam Type, Cast Spider, Cast Shoe, Double Anchor Pin, Includes Greaseable and Zinc Coated Anchor Pins, Size 16.5" X 7", 38,000-lb Capacity per Axle	(\$403.00)
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity	(\$1,068.00)
4XEJ	BRAKE ANCHOR PINS, FRONT Zinc Chromate, for use with Front Meritor Air S-Cam Brakes	\$0.00
4XEK	BRAKE ANCHOR PINS, REAR Zinc Chromate, for use with Rear Meritor Air S-Cam Brakes	\$0.00
5708	STEERING COLUMN Tilting	\$125.00
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	\$0.00
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	\$1,159.00
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2	\$612.00
7BEU	AFTERTREATMENT COVER Aluminum	\$278.00
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	\$2,128.00
7SDP	ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch	\$2,132.00
7WBA	TAIL PIPE (1) Turnback Type, Bright	\$208.00
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	\$133.00
7WDM	EXHAUST HEIGHT 10'	\$0.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	\$0.00
	<u>Includes</u>	
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab	
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel	
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever	
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light	
	: STARTER SWITCH Electric, Key Operated	
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector	
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature	
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever	
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted	
	: WIRING, CHASSIS Color Coded and Continuously Numbered	
8541	HORN, ELECTRIC (2) Disc Style	\$29.00
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	\$30.00
8875	BATTERY TERMINALS Sealed	\$51.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	\$0.00
8HAU	BODY BUILDER WIRING INSIDE CAB; Includes Sealed Connectors for Tail/Amber, Turn/Marker/Backup/Accessory, Power/Ground, and Stop/Turn	\$302.00
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	\$103.00
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	\$211.00
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	\$138.00
8RPP	ANTENNA Shark Fin, Roof Mounted	\$0.00
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	\$368.00
8THB	BACK-UP ALARM Electric, 102 dBA	\$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	\$158.00
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	\$439.00
8TMH	SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, with Maximum of 20 amp Load with Switches In Instrument Panel	\$70.00
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	\$545.00
8VZR	SWITCH, BODY CIRCUITS, MID with Remote Power Module Mounted in Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Momentary Switches	\$790.00
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	\$42.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	\$0.00
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	\$42.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	\$193.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	\$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	\$0.00
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	\$397.00
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	\$94.00
8XJE	TURN SIGNALS, FRONT Dual Face, LED, Amber/Amber, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	\$187.00
8XNY	HEADLIGHTS Halogen	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
9585	FENDER EXTENSIONS Rubber	\$104.00
9AAB	LOGOS EXTERIOR Model Badges	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	\$0.00
9ANG	HOOD, HATCH (01) for Servicing	\$444.00
9HAN	INSULATION, UNDER HOOD for Sound Abatement	\$167.00
9HBM	GRILLE Stationary, Chrome	\$0.00
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	\$76.00
9WAC	BUG SCREEN Mounted Behind Grille	\$131.00
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	\$0.00
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	\$98.00
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	\$353.00
12ESR	ENGINE, DIESEL {Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)	\$12,889.00
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	\$0.00
	<u>Includes</u> : FAN Nylon	
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	\$0.00
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	
12VBC	AIR CLEANER Single Element	\$0.00
12VJC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022	\$350.00
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	\$0.00
12WCG	HOSE CLAMPS, RADIATOR HOSES {R.G. Ray Mini Flex Seal} Coil Spring/"T"-Bolt Constant Torque Type, for Radiator Hoses over 1" I.D.	\$54.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	\$0.00
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	\$60.00
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty	\$0.00
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	\$6,226.00
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	\$50.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	\$0.00
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	\$141.00
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	\$0.00
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	\$0.00
14ASD	AXLE, REAR, SINGLE {Meritor RS-30-185} Single Reduction, 30,000-lb Capacity, Driver Controlled Locking Differential, T Wheel Ends . Gear Ratio: 6.14	\$5,409.00
	<u>Notes</u> : Axle Lead Time is 60 Days	
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs	\$305.00
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	\$260.00
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	\$123.00
15SGD	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Left Side, Under Cab	\$451.00
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	\$0.00
16030	CAB Conventional, Day Cab	\$0.00
16ATC	AUTOMATIC CLIMATE CONTROL Automatically Maintains Cabin Comfort Based on Selected Temperature	\$98.00
16BAM	AIR CONDITIONER with Integral Heater and Defroster	\$923.00
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	\$0.00
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for	

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)	
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	\$33.00
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	\$48.00
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel	\$30.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	\$116.00
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust	\$508.00
16SDZ	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Side, Bright, 7.5" Sq.	\$190.00
16SNM	MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	\$126.00
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"	
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	\$0.00
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap	
16VSL	WINDSHIELD Heated, Single Piece	\$632.00
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	\$90.00
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	\$25.00
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	\$76.00
16WSK	CAB REAR SUSPENSION Air Bag Type	\$0.00
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	\$0.00
16XJN	INSTRUMENT PANEL Flat Panel	\$0.00
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights	\$253.00
16XWJ	WINDSHIELD WIPER BLADES Snow Type	\$30.00
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
27DUL	WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	\$204.00
28DUL	WHEELS, REAR {Accuride 29300} DUAL DISC: 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	\$455.00
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	\$24.00
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels	\$24.00
7382158102	(4) TIRE, REAR 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive	\$864.00
7792545438	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position	\$908.00
Total of Product Features		\$151,547.00
Services Section:		
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	\$0.00
40UDP	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)	\$3,780.00
Total of Service Features		\$3,780.00
Total List Price Including Options:		\$155,327.00
Body/Allied Equipment		
<u>Code</u>	<u>Description</u>	<u>List</u>
Goods Purchased		
<u>Code</u>	<u>Description</u>	<u>List</u>
	Commodity Surcharge	\$3,000.00
Total Goods Purchased:		\$3,000.00

<u>MSRP Chassis Options</u>	<u>51,649.00</u>
<u>Viking Cive Equipment</u>	<u>91,179.60</u>

WARRANTY AND LOCAL PURCHASES

40UDP	60 Month / 100,000 Mile Engine and After Treatment Warranty	3,780.00
	Commodity Surcharge	3,000.00
	Tire Surcharge	460.00
		7,240.00

LETTER, PURCHASE ORDER OR VOUCHER MUST BE MADE OUT TO:

NAVISTAR, INC.
399 Albany Shaker Road
Suite 202
Loudonville, NY 12211

PRICE PACKAGE	\$ <u>219,997.20</u>
DISCOUNT ON OPTIONS 15%	\$ <u>(7,747.35)</u>
ADDITIONAL DISCOUNT	\$ <u>(21,689.85)</u>
TOTAL DELIVERED PRICE	\$ <u>190,560.00</u>

WB	<u>183</u>	CA/CT	<u>108</u>	AF	<u>61</u>	RATIO	<u>6.14</u>
PAINT COLOR	<u>White</u>	Paint Code	<u>9219</u>				



**Cives Corporation, dba
Viking Cives (USA)**
14331 Mill Street
Harrisville, NY 13648
Phone: (315) 543-2321
Fax: (315) 543-2366
www.vikingcives.com

QUOTATION

Quote ID: 113-A

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Customer: H. L. GAGE SALES, INC.

Contact:

Address: P. O. BOX 5170
121 WASHINGTON AVENUE AVE EXTN

ALBANY, NY 12205

Phone: 518-456-8871

Fax: 518-456-0705

Attn: JEFF PRINCE

Quote Number: 113-A

Quote Date: 2/15/2022

Quote valid until: 3/15/2022

C SARATOGA
For: SPRINGS – 11' BODY
& PLOW EQUIPMENT
*Updated from 8/21

Terms: Net 30 days

Salesperson: DAVE MCBURNIE

FOB: Destination

QUANTITY	DESCRIPTION		
	HITCH FOR FACTORY MOUNTS - Hitches with mtg. bolts & nuts, pins (P10)		
1	S10500F - Custom Hitch Plow & Wing Mount-Power Tilt (incl. yoke)		
1	S10996 - Access Step		
1	S11010 - 4" x 10" DA Cylinder		
1	S12200 - Pump Bracket, Chelsea PTO		
1	S13010 - Push Center, 30-1/2"		
1	S75037 - Lift Group - Double Chain		
1	S15002F - Hose Connecting Bracket w/stainless steel disconnects (std.)		
1	S15101F - Quick Disconnects for Lift Cylinder, stainless steel		
	HYDRAULICS		
1	S20011F - Permco P3000 Tandem Pump w/ Dry Valve Shift		
1	S22030F - 40 Gallon (RH) Cabinet Mount Reservoir (for H600 Series Rear Mast)		
2	S22110 - Hydraulic Oil Line Shut Off (1-1/4" Standard) (each)		
1	S22117F - Low Oil Sensor (for cabinet tank)		
1	S22120 - Return Line Manifold		
1	S23150 - Six Spool Valve		
1	S24100F - Cab Control, One Handle Floor Mount- cable operated		
1	S24190F - Cab Control, Five Handle Pedestal Mount-cable operated		
1	S24196F - Passenger Friendly Pedestal Modification		
1	S26430SF - Hose Kit - Full Mount with SS tubing pressure lines to front of truck		
	SANDER CONTROLS		
1	S25000F - FLOW CONTROL VALVE, MANUAL (2FFL12) - includes pedestal		
1	S25015 - Controller Plumbed to Rear of Truck Cab, w/ Stainless Pressure Lines		
1	S34001F - Quick Disconnects for Front Spinner, stainless steel		
	FRONT MAST		
1	S30600F - FH20 Hydraulic Assembly w/mtg. brk't (3 x 20 cyl.)		
1	S33100F - Standard Hinge w/extended ears (6")		
1	S34001F - Quick Disconnects for Front Wing Cylinder, stainless steel (1 per mast)		



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QUANTITY	DESCRIPTION		
	REAR MAST		
1	S40516F - HC109650 (RH) Rear Mast Assembly (poly cyl. & valve box covers)		
1	S40320F - 5/8" wire rope cable (for use with Hydraulic (FH - FAH) Front Mast)		
	FRONT PLOW		
1	S54030 - R1142TE Moldboard		
1	S54110 - Steel Blade Option, 12" punching for 11' Moldboard		
1	S52330 - Twin Cylinder (cushion valve) Power Reverse Pushframe (PRR)		
1	S54260 - Brace Arm Option for Straight Reversibles (pair)		
1	S52410 - 30-1/2" pushlug swivel		
1	S52530 - Two Chain Lift		
1	S54500 - 10 Degree Moldboard Shoes (pair)		
1	S55310 - Curb Shoes (pair)		
1	S54620 - Rubber Deflector Option 12" wide - for 11' Moldboard		
1	S52785 - Plow Markers for reversible moldboards, 28" high		
	HEAVY DUTY WING PLOW - includes one shoe, (no blades)		
1	S60030 - 132WHDTE RH WING WELDMENT		
1	S54100 - Steel Blade Option, 6" TP x 10' - 12" HC, 120" length for 1011 Wing		
1	S61001 - HD Standard Arms w/ cushion spring lower		
	ACCESSORIES		
1	S70000F - Plow Lights (std) (for use with reversible plows)		
2	S89313F - LED Worklight		
1	S70121F - LED Lights Stop/Tail/Turn - back of body (pair)		
1	S70386F - LED Back Up Lights - back of body (pair)		
1	S70388F - LED Strobe Amber Flashing Lights - back of body (pair)		
1	S89333F - Whelen MC16MA LED Mini- Bar light, Amber, Magnet		
1	S70135F - Pintle Hook (25 ton) and Plate		
1	S70307F - Electronic Brake Controller		
1	S89319F - Glad Hands		
1	S70338F - Shovel Holder for Dump Body		
	Viking Proline Heavy Weight (HW II) Combination Body Includes as Std:		
	• Air tailgate without asphalt gate		
	• Trunion mount 3 stage telescopic hoist cylinder		
	• Conveyor return poly cover		
	• 3/16" Corten body construction		
	• 1/4" Corten conveyor floor		
	• 1/4" Hardox 450 conveyor floor insert		
	• 1/4" Corten formed longills with mid mounted auto tensioning mechanism		
	• Front discharge main conveyor with single planetary drive		
	• 667X pintle main conveyor chain w/ cross slates every other link		
	• LH front body access ladder		
	• 1/4" Corten main conveyor cover		



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QUANTITY	DESCRIPTION		
1	ON10141X - PL1112HW-II 11' Combination Body w/ CS94 Hoist Double Acting Hoist w/ Power Down Front Discharge Center Spinner - 22" Poly Spinner Galvanized Material Screens - 1112 - w/ Vertical Gate Main Conveyor Chain Flites Every Link High Tensile Conveyor Cover ILO Std Coal Door in Tailgate (Front Spread Only) Poly return cover extension 1/2 Cabshield - Corten (24") Rear Spread Apron - By VCU - 11303073 S70510 - Dump Body Install Hardware Kit		
1	Pioneer EDD Series Tarping System - includes windscreen and HD mesh cover GS71201F - PIONEER EDD-1500DA - Electric Direct Drive Heavy Duty System - for 8' to 11' Body		
1	GS71221 - Rectangular Deluxe Asphalt Tarp Upgrade		
	FACTORY INSTALL		
1	S79010F - Factory Install - Full Mount Plow System		
1	S79100F - Factory Install - Plow Lights		
1	S79110F - Factory Install - Wing Light		
1	S79115F - Factory Install - Sander Light		
1	S79117F - Factory Install - Strobe Light on Cab		
1	S79150F - Factory Install - Dump Valve Section		
1	S79160F - Factory Install - Sander Flow Control (plumbed to rear of cab)		
1	S79210F - Factory Install - Dump Body - Combination Style (front discharge)		
1	S79310F - Factory Install - Tarp System, electric		

This Equipment Requires 108" Useable CT and Min 60" AF

Provide Tailplates with Hitch

Access Steps inside Body

Front mud flap fender panel extension

Extend conveyor shield to front of body

Custom Rear Apron (VCU - 11303073)

(2) Gate spreader chain hooks on rear of body

*VCU - Order Body with: rear post light holes in raised position, Ladder mounted at left front, Inside Steps, No tarp holes in fenders, Vertical rear posts, Short fender mod

Extended screens for vertical gate

Quote Total: \$129,928.00

Discount: (\$38,978.40)

Total Cost For Equipment: \$90,949.60

Charges 230

Total Due \$91,179.60

Delivery to Truck Dealer

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT

X3 Dumps.

NYS MUNICIPAL QUOTE FORM

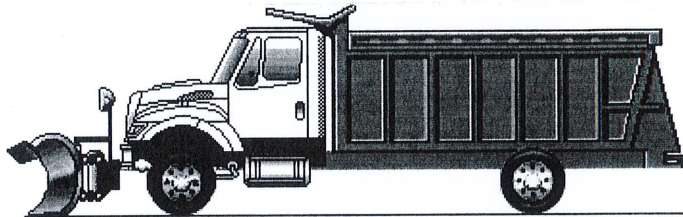
CONTRACT# 8996 Heavy/Medium

DATE 2/16/2022

Municipality City of Saratoga Springs
Address 474 Broadway
City Saratoga Spngs NY 12866

Telephone 518-584-3356
Fax _____
Contact Chris Dahl

Model	Description	List base price	\$
<u>HV507</u>	<u>Dump/Plow</u>		<u>99,898.00</u>
	Chassis Contract Price Factor		<u>.70%</u>
	Subtotal Chassis Contract Price	\$	<u>69,928.60</u>



Model Profile
2024 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 45120. Calc. GVWR: 45120. Calc. GCWR: 80000 Calc. Start / Grade Ability: 29.53% / 3.41% @ 55 MPH Calc. Geared Speed: 65.5 MPH
DIMENSION:	Wheelbase: 183.00, CA: 108.00, Axle to Frame: 61.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer I-180W} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-30-185} Single Reduction, 30,000-lb Capacity, Driver Controlled Locking Differential, T Wheel Ends Gear Ratio: 6.14
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
HV50700	Base Chassis, Model HV507 SFA with 173.00 Wheelbase, 98.00 CA, and 61.00 Axle to Frame.	\$99,898.00
1570	TOW HOOK, FRONT (2) Frame Mounted	\$84.00
1572	TOW HOOK, REAR (2)	\$75.00
1ANA	AXLE CONFIGURATION {Navistar} 4x2	\$0.00
	<u>Notes</u> : Pricing may change if axle configuration is changed.	
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL	\$2,318.00
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	\$0.00
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	\$590.00
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	\$0.00
2AEV	AXLE, FRONT NON-DRIVING {Dana Spicer I-180W} Wide Track, I-Beam Type, 18,000-lb Capacity	\$2,643.00
	<u>Notes</u> : Axle Lead Time is 52 Days	
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers	\$517.00
3WAJ	SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control	\$770.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	\$0.00
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6	
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	\$0.00
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	\$0.00
4EBT	AIR DRYER {Bendix AD-IP} with Heater	\$526.00
4EXT	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 36/36 SqIn Spring Brake	\$144.00
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	\$0.00
4LAG	SLACK ADJUSTERS, FRONT {Gunitex} Automatic	\$0.00
4LGG	SLACK ADJUSTERS, REAR {Gunitex} Automatic	\$0.00
4LGR	SLACK ADJUSTER PINS Stainless Steel Slack Adjuster Pins/Cotter Pins on Front and Rear	\$80.00
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	\$0.00
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports	\$432.00
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	\$50.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail	\$151.00
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	\$35.00
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	\$70.00
4XCZ	BRAKES, REAR {Meritor 16.5X7 P} Air S-Cam Type, Cast Spider, Cast Shoe, Double Anchor Pin, Includes Greaseable and Zinc Coated Anchor Pins, Size 16.5" X 7", 38,000-lb Capacity per Axle	(\$403.00)
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity	(\$1,068.00)
4XEJ	BRAKE ANCHOR PINS, FRONT Zinc Chromate, for use with Front Meritor Air S-Cam Brakes	\$0.00
4XEK	BRAKE ANCHOR PINS, REAR Zinc Chromate, for use with Rear Meritor Air S-Cam Brakes	\$0.00
5708	STEERING COLUMN Tilting	\$125.00
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	\$0.00
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	\$1,159.00
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2	\$612.00
7BEU	AFTERTREATMENT COVER Aluminum	\$278.00
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	\$2,128.00
7SDP	ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch	\$2,132.00
7WBA	TAIL PIPE (1) Turnback Type, Bright	\$208.00
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	\$133.00
7WDM	EXHAUST HEIGHT 10'	\$0.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	\$0.00
	<u>Includes</u>	
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab	
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel	
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever	
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light	
	: STARTER SWITCH Electric, Key Operated	
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector	
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature	
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever	
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted	
	: WIRING, CHASSIS Color Coded and Continuously Numbered	
8541	HORN, ELECTRIC (2) Disc Style	\$29.00
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	\$30.00
8875	BATTERY TERMINALS Sealed	\$51.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	\$0.00
8HAU	BODY BUILDER WIRING INSIDE CAB; Includes Sealed Connectors for Tail/Amber, Turn/Marker/Backup/Accessory, Power/Ground, and Stop/Turn	\$302.00
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	\$103.00
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	\$211.00
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	\$138.00
8RPP	ANTENNA Shark Fin, Roof Mounted	\$0.00
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	\$368.00
8THB	BACK-UP ALARM Electric, 102 dBA	\$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	\$158.00
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	\$439.00
8TMH	SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, with Maximum of 20 amp Load with Switches In Instrument Panel	\$70.00
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	\$545.00
8VZR	SWITCH, BODY CIRCUITS, MID with Remote Power Module Mounted in Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Momentary Switches	\$790.00
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	\$42.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	\$0.00
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	\$42.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	\$193.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	\$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	\$0.00
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	\$397.00
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	\$94.00
8XJE	TURN SIGNALS, FRONT Dual Face, LED, Amber/Amber, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	\$187.00
8XNY	HEADLIGHTS Halogen	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
9585	FENDER EXTENSIONS Rubber	\$104.00
9AAB	LOGOS EXTERIOR Model Badges	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	\$0.00
9ANG	HOOD, HATCH (01) for Servicing	\$444.00
9HAN	INSULATION, UNDER HOOD for Sound Abatement	\$167.00
9HBM	GRILLE Stationary, Chrome	\$0.00
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	\$76.00
9WAC	BUG SCREEN Mounted Behind Grille	\$131.00
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	\$0.00
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	\$98.00
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	\$353.00
12ESR	ENGINE, DIESEL {Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)	\$12,889.00
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	\$0.00
	<u>Includes</u> : FAN Nylon	
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	\$0.00
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	
12VBC	AIR CLEANER Single Element	\$0.00
12VJC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022	\$350.00
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	\$0.00
12WCG	HOSE CLAMPS, RADIATOR HOSES {R.G. Ray Mini Flex Seal} Coil Spring/"T"-Bolt Constant Torque Type, for Radiator Hoses over 1" I.D.	\$54.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	\$0.00
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	\$60.00
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty	\$0.00
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	\$6,226.00
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	\$50.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	\$0.00
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	\$141.00
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	\$0.00
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	\$0.00
14ASD	AXLE, REAR, SINGLE {Meritor RS-30-185} Single Reduction, 30,000-lb Capacity, Driver Controlled Locking Differential, T Wheel Ends . Gear Ratio: 6.14	\$5,409.00
	<u>Notes</u> : Axle Lead Time is 60 Days	
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs	\$305.00
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	\$260.00
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	\$123.00
15SGD	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Left Side, Under Cab	\$451.00
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	\$0.00
16030	CAB Conventional, Day Cab	\$0.00
16ATC	AUTOMATIC CLIMATE CONTROL Automatically Maintains Cabin Comfort Based on Selected Temperature	\$98.00
16BAM	AIR CONDITIONER with Integral Heater and Defroster	\$923.00
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	\$0.00
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for	

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)	
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	\$33.00
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	\$48.00
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel	\$30.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	\$116.00
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust	\$508.00
16SDZ	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Side, Bright, 7.5" Sq.	\$190.00
16SNM	MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	\$126.00
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"	
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	\$0.00
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap	
16VSL	WINDSHIELD Heated, Single Piece	\$632.00
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	\$90.00
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	\$25.00
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	\$76.00
16WSK	CAB REAR SUSPENSION Air Bag Type	\$0.00
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	\$0.00
16XJN	INSTRUMENT PANEL Flat Panel	\$0.00
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights	\$253.00
16XWJ	WINDSHIELD WIPER BLADES Snow Type	\$30.00
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
27DUL	WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	\$204.00
28DUL	WHEELS, REAR {Accuride 29300} DUAL DISC: 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	\$455.00
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	\$24.00
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels	\$24.00
7382158102	(4) TIRE, REAR 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive	\$864.00
7792545438	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position	\$908.00
Total of Product Features		\$151,547.00
Services Section:		
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	\$0.00
40UDP	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)	\$3,780.00
Total of Service Features		\$3,780.00
Total List Price Including Options:		\$155,327.00
Body/Allied Equipment		
<u>Code</u>	<u>Description</u>	<u>List</u>
Goods Purchased		
<u>Code</u>	<u>Description</u>	<u>List</u>
	Commodity Surcharge	\$3,000.00
Total Goods Purchased:		\$3,000.00

<u>MSRP Chassis Options</u>	<u>51,649.00</u>
<u>Viking Cive Equipment</u>	<u>91,179.60</u>

WARRANTY AND LOCAL PURCHASES

40UDP	60 Month / 100,000 Mile Engine and After Treatment Warranty	3,780.00
	Commodity Surcharge	3,000.00
	Tire Surcharge	460.00
		7,240.00

LETTER, PURCHASE ORDER OR VOUCHER MUST BE MADE OUT TO:

NAVISTAR, INC.
399 Albany Shaker Road
Suite 202
Loudonville, NY 12211

PRICE PACKAGE	\$ <u>219,997.20</u>
DISCOUNT ON OPTIONS 15%	\$ <u>(7,747.35)</u>
ADDITIONAL DISCOUNT	\$ <u>(21,689.85)</u>
TOTAL DELIVERED PRICE	\$ <u>190,560.00</u>

WB 183 CA/CT 108 AF 61 RATIO 6.14
 PAINT COLOR White Paint Code 9219



**Cives Corporation, dba
Viking Cives (USA)**
14331 Mill Street
Harrisville, NY 13648
Phone: (315) 543-2321
Fax: (315) 543-2366
www.vikingcives.com

QUOTATION

Quote ID: 113-A

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Customer: H. L. GAGE SALES, INC.

Contact:

Address: P. O. BOX 5170
121 WASHINGTON AVENUE AVE EXTN

ALBANY, NY 12205

Phone: 518-456-8871

Fax: 518-456-0705

Attn: JEFF PRINCE

Quote Number: 113-A

Quote Date: 2/15/2022

Quote valid until: 3/15/2022

C SARATOGA
For: SPRINGS – 11' BODY
& PLOW EQUIPMENT
*Updated from 8/21

Terms: Net 30 days

Salesperson: DAVE MCBURNIE

FOB: Destination

QUANTITY	DESCRIPTION		
	HITCH FOR FACTORY MOUNTS - Hitches with mtg. bolts & nuts, pins (P10)		
1	S10500F - Custom Hitch Plow & Wing Mount-Power Tilt (incl. yoke)		
1	S10996 - Access Step		
1	S11010 - 4" x 10" DA Cylinder		
1	S12200 - Pump Bracket, Chelsea PTO		
1	S13010 - Push Center, 30-1/2"		
1	S75037 - Lift Group - Double Chain		
1	S15002F - Hose Connecting Bracket w/stainless steel disconnects (std.)		
1	S15101F - Quick Disconnects for Lift Cylinder, stainless steel		
	HYDRAULICS		
1	S20011F - Permco P3000 Tandem Pump w/ Dry Valve Shift		
1	S22030F - 40 Gallon (RH) Cabinet Mount Reservoir (for H600 Series Rear Mast)		
2	S22110 - Hydraulic Oil Line Shut Off (1-1/4" Standard) (each)		
1	S22117F - Low Oil Sensor (for cabinet tank)		
1	S22120 - Return Line Manifold		
1	S23150 - Six Spool Valve		
1	S24100F - Cab Control, One Handle Floor Mount- cable operated		
1	S24190F - Cab Control, Five Handle Pedestal Mount-cable operated		
1	S24196F - Passenger Friendly Pedestal Modification		
1	S26430SF - Hose Kit - Full Mount with SS tubing pressure lines to front of truck		
	SANDER CONTROLS		
1	S25000F - FLOW CONTROL VALVE, MANUAL (2FFL12) - includes pedestal		
1	S25015 - Controller Plumbed to Rear of Truck Cab, w/ Stainless Pressure Lines		
1	S34001F - Quick Disconnects for Front Spinner, stainless steel		
	FRONT MAST		
1	S30600F - FH20 Hydraulic Assembly w/mtg. brk't (3 x 20 cyl.)		
1	S33100F - Standard Hinge w/extended ears (6")		
1	S34001F - Quick Disconnects for Front Wing Cylinder, stainless steel (1 per mast)		



Cives Corporation, dba
 Viking Cives (USA)
 14331 Mill Street
 Harrisville, NY 13648
 Phone: (315) 543-2321
 Fax: (315) 543-2366
 www.vikingcives.com

QUOTATION

Quote ID: 113-A

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QUANTITY	DESCRIPTION		
	REAR MAST		
1	S40516F - HC109650 (RH) Rear Mast Assembly (poly cyl. & valve box covers)		
1	S40320F - 5/8" wire rope cable (for use with Hydraulic (FH - FAH) Front Mast)		
	FRONT PLOW		
1	S54030 - R1142TE Moldboard		
1	S54110 - Steel Blade Option, 12" punching for 11' Moldboard		
1	S52330 - Twin Cylinder (cushion valve) Power Reverse Pushframe (PRR)		
1	S54260 - Brace Arm Option for Straight Reversibles (pair)		
1	S52410 - 30-1/2" pushlug swivel		
1	S52530 - Two Chain Lift		
1	S54500 - 10 Degree Moldboard Shoes (pair)		
1	S55310 - Curb Shoes (pair)		
1	S54620 - Rubber Deflector Option 12" wide - for 11' Moldboard		
1	S52785 - Plow Markers for reversible moldboards, 28" high		
	HEAVY DUTY WING PLOW - includes one shoe, (no blades)		
1	S60030 - 132WHDTE RH WING WELDMENT		
1	S54100 - Steel Blade Option, 6" TP x 10' - 12" HC, 120" length for 1011 Wing		
1	S61001 - HD Standard Arms w/ cushion spring lower		
	ACCESSORIES		
1	S70000F - Plow Lights (std) (for use with reversible plows)		
2	S89313F - LED Worklight		
1	S70121F - LED Lights Stop/Tail/Turn - back of body (pair)		
1	S70386F - LED Back Up Lights - back of body (pair)		
1	S70388F - LED Strobe Amber Flashing Lights - back of body (pair)		
1	S89333F - Whelen MC16MA LED Mini- Bar light, Amber, Magnet		
1	S70135F - Pintle Hook (25 ton) and Plate		
1	S70307F - Electronic Brake Controller		
1	S89319F - Glad Hands		
1	S70338F - Shovel Holder for Dump Body		
	Viking Proline Heavy Weight (HW II) Combination Body Includes as Std:		
	• Air tailgate without asphalt gate		
	• Trunion mount 3 stage telescopic hoist cylinder		
	• Conveyor return poly cover		
	• 3/16" Corten body construction		
	• 1/4" Corten conveyor floor		
	• 1/4" Hardox 450 conveyor floor insert		
	• 1/4" Corten formed longills with mid mounted auto tensioning mechanism		
	• Front discharge main conveyor with single planetary drive		
	• 667X pintle main conveyor chain w/ cross slates every other link		
	• LH front body access ladder		
	• 1/4" Corten main conveyor cover		



Cives Corporation, dba
Viking Cives (USA)
 14331 Mill Street
 Harrisville, NY 13648
 Phone: (315) 543-2321
 Fax: (315) 543-2366

www.vikingcives.com

QUOTATION

Quote ID: 113-A

Page 3 of 4

ONONDAGA 2018
 Catalog

QUANTITY	DESCRIPTION		
1	ON10141X - PL1112HW-II 11' Combination Body w/ CS94 Hoist Double Acting Hoist w/ Power Down Front Discharge Center Spinner - 22" Poly Spinner Galvanized Material Screens - 1112 - w/ Vertical Gate Main Conveyor Chain Flites Every Link High Tensile Conveyor Cover ILO Std Coal Door in Tailgate (Front Spread Only) Poly return cover extension 1/2 Cabshield - Corten (24") Rear Spread Apron - By VCU - 11303073 S70510 - Dump Body Install Hardware Kit		
1	Pioneer EDD Series Tarping System - includes windscreen and HD mesh cover GS71201F - PIONEER EDD-1500DA - Electric Direct Drive Heavy Duty System - for 8' to 11' Body		
1	GS71221 - Rectangular Deluxe Asphalt Tarp Upgrade		
	FACTORY INSTALL		
1	S79010F - Factory Install - Full Mount Plow System		
1	S79100F - Factory Install - Plow Lights		
1	S79110F - Factory Install - Wing Light		
1	S79115F - Factory Install - Sander Light		
1	S79117F - Factory Install - Strobe Light on Cab		
1	S79150F - Factory Install - Dump Valve Section		
1	S79160F - Factory Install - Sander Flow Control (plumbed to rear of cab)		
1	S79210F - Factory Install - Dump Body - Combination Style (front discharge)		
1	S79310F - Factory Install - Tarp System, electric		

This Equipment Requires 108" Useable CT and Min 60" AF

Provide Tailplates with Hitch

Access Steps inside Body

Front mud flap fender panel extension

Extend conveyor shield to front of body

Custom Rear Apron (VCU - 11303073)

(2) Gate spreader chain hooks on rear of body

*VCU - Order Body with: rear post light holes in raised position, Ladder mounted at left front, Inside Steps, No tarp holes in fenders, Vertical rear posts, Short fender mod

Extended screens for vertical gate

Quote Total: \$129,928.00

Discount: (\$38,978.40)

Total Cost For Equipment: \$90,949.60

Charges 230

Total Due \$91,179.60

Delivery to Truck Dealer

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT

Request for Certification of Sufficient Funds

Submittal Date: 2/17/22

The Department of PUBLIC WORKS requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.


Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

Vendor: Navistar Inc.

Project: International Dump Truck (Truck B to replace #59)

Appropriation – Current Budget Expense		Org/Object/Proj(s):	
H3936952-52000	H3936952-52000	H3936952-52000	A3335012-52400
-1215	-1215 (PO 210532)	-1004	
Amount Requested for Approval:			
\$177,466.00	\$7,786.67	\$4,484.00	\$823.33
Current Amount Available:			
\$177,466.00	\$7,786.67	\$177,466.00	\$52,000.00

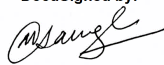
DS



 Department Head Signature

2/17/22
 Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:

 006BE3FAAE0B4F0...

Commissioner of Finance

2/18/2022

Approval Date

Request for Certification of Sufficient Funds

Submittal Date: 2/17/22

The Department of PUBLIC WORKS requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

Vendor: Navistar Inc.

Project: International Dump Truck (Truck C to replace #63)

Appropriation – Current Budget Expense Org/Object/Proj(s):

H3335012-52000

H3936952-52000

-1235

-1004

Amount Requested for Approval:

\$177,466.00

\$13,094.00

Current Amount Available:


\$177,466.00

\$177,466.00

Transfer/Amendment Pending:

\$

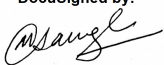
Transfer/Amendment Date:


 Department Head Signature

2/17/22
 Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:

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Commissioner of Finance

2/18/2022

Approval Date

Request for Certification of Sufficient Funds

Submittal Date: 2/17/22

The Department of PUBLIC WORKS requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

Vendor: Navistar Inc.

Project: International Dump Truck (Truck D for Jerod)

Appropriation – Current Budget Expense Org/Object/Proj(s): H3936952-52000-1004


Amount Requested for Approval: \$146,794.00

Current Amount Available: \$177,466.00

Transfer/Amendment Pending: \$

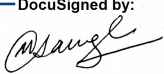
Transfer/Amendment Date:



Department Head Signature
2/17/22

Date**Certification of Sufficient Funds**

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:

00CBE3FAAE9B4F8...

Commissioner of Finance

2/18/2022

Approval Date

Request for Certification of Sufficient Funds

Submittal Date: 2/17/22

The Department of PUBLIC WORKS requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

Vendor: Navistar Inc.

Project: International Dump Truck (Truck A to replace #98)

Appropriation – Current Budget Expense Org/Object/Proj(s):

H3936952-52400

-1082

H3936952-52000

-1004

Amount Requested for Approval: \$177,466.00

\$13,094.00

Current Amount Available: \$177,466.00

\$177,466.00

Transfer/Amendment Pending: \$

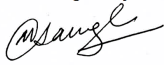
Transfer/Amendment Date:


 Department Head Signature

 2/17/22
 Date
Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:


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Commissioner of Finance

2/18/2022

Approval Date



City of Saratoga Springs, NY Contract

City Project Number: 2022-03 City Project Name: Hazardous Materials
City Department: Public Works Department Contact Person: Barb Maughan City Ext. 2574
Company Name: Ambient Environmental, Inc.
Company Street Address, City, State, Zip: 828 Washington Ave, Albany, NY 12203
Company Telephone No.: 518-482-0704 Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: Joella Viscusi Title: President
Primary Contact Email: christina@ambient-env.com
Service to be Provided: Hazardous Materials Testing & Monitoring Services
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Hazardous Materials Testing & Monitoring Services, the Vendor and/or Service Provider submitted proposals dated 03/03/2022 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by 03/03/23. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFPQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed unit bid prices, subject to appropriation, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Commissioner of Public Works is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Joella Viscusi. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

To Vendor and/or Service Provider: Joella Viscusi
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or

Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the "City of Saratoga Springs, Office of Risk and Safety, 474 Broadway, Suite 14, Saratoga Springs, NY 12866" as a Certificate Holder for the following coverage for the work covered by this Agreement:

- A. For projects whose total value is between Zero and \$100,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND

- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of **professional services**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. For projects involving any form of **pollution risk or exposure, environmental hazard, asbestos or special circumstances**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Pollution Liability Insurance including Coverage for Asbestos Abatement:** One Million Dollars Each Occurrence;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.
- F. For **software and technology projects**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Cyber /Privacy Liability Insurance:** Five Million Dollars per occurrence aggregate. This insurance shall include coverage for Privacy Notification Expenses, Third Party claims including regulatory defense & payment of fines or penalties, and First Party claims including Data Recovery Costs, Cyber Extortion, and data in the care, custody and control of the insured;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Technology Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.

14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.

17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).

19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.

20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and

annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: Joella Viscusi Date: 3/9/22

Print Name: Joella Viscusi Title: President

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Ron Kim Title: Mayor City Council Approval Date: _____

City of Saratoga Springs, New York APPENDIX A All City Contracts and Agreements

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Vendor and/or Service Provider Signature: _____

Date: 3/8/22

Print Name: Joella Viscusi

Title: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2022

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

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

PRODUCER OneGroup NY, Inc. 95 Genesee Street New Hartford NY 13413	CONTACT NAME: Denise Conti, CISR, CRIS, MLIS PHONE (A/C, No, Ext): (315) 280-6322 E-MAIL ADDRESS: DConti@OneGroup.com FAX (A/C, No): (315) 457-7902
INSURED Ambient Environmental Inc 828 Washington Avenue Albany NY 12203	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire & Marine Ins Co INSURER B: Selective Ins. Co. of South Carolina INSURER C: Standard Security Life Ins. Company INSURER D: INSURER E: INSURER F:
	NAIC # 19259 69078

COVERAGES**CERTIFICATE NUMBER:** 1458150629**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	42ESP00186701	4/19/2021	4/19/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	S2443022	4/19/2021	4/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C A	NYS Disability Professional Liability Pollution Liability	Y Y	Z13217000 42ESP00186701	7/1/2021 4/19/2021	7/1/2022 4/19/2022	Statutory Limit: Limit: \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

City of Saratoga Springs included as additional insured on a primary and non-contributory basis if required by written contract per the attached forms.

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGENCY CUSTOMER ID: AMBEN

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY OneGroup NY, Inc.		NAMED INSURED Ambient Environmental Inc. 828 Washington Avenue Albany, NY 12203
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMEARS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Coverage applies per form(s):

Commercial General Liability:

PR-EC-IL-010-052020 - Automatic Additional Insured - Owners, Lessees or Contractors

CG 20 37 07 04 - Additional Insured - Owners, Lessees or Contractors - Completed Operations

Commercial Automobile Liability:

CA 78 09NY 11/17 - ElitePac Commercial Automobile Extension

CA 78 16NY 11/17 - Blanket Additional Insured

ENDORSEMENT

This endorsement, effective 12:01 AM: 04/19/2021
Forms a part of Policy No.: 42-ESP-001867-01
Issued to: Ambient Environmental, Inc.
By: National Fire & Marine Insurance Company

AUTOMATIC ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to name as an additional insured is included as an additional insured, but only as respects the project specified in that contract and only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured. The limit of the additional insured coverage shall be the lesser of:

1. Those limits required by written contract; or
2. The applicable per claim limit per the Declarations.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM: 04/19/2021
Forms a part of Policy No.: 42-ESP-001867-01
Issued to: Ambient Environmental, Inc.
By: National Fire & Marine Insurance Company

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE ENDORSEMENT – DESIGNATED WORK OR PROJECT(S)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION COVERAGE PART
ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE PART
TRANSPORTATION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$APPLIED, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that this Policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory towards this insurance.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you are performing "your work" when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy.	All locations where "your work" is performed as specified in the contract or written agreement between you and the Additional Insured(s).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ElitePac®

Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09NY 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

- A.** If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
 2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.
- B.** If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for

"bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
 2. It is permitted by law; and
 3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".
- C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities and Schools.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits audio, visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";
 - b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
 - c. Designed to be solely operated by use of power from the "auto's" electrical system; or
 - d. Designed to be used solely in or upon the covered "auto".

A deductible of \$50 will apply to each covered "loss" of such equipment.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations higher than \$50 is hereby reduced to \$50 for "loss" caused by theft if the "auto" is equipped with an "auto" location tracking device and that device aided in the recovery of the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss**:

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions**:

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive, Collision, or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud**:

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

SECTION IV, B. 5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us**:

If a "loss" covered under this Coverage Part also involves a "loss" to other property resulting from the same occurrence of "loss" or damage that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

A minimum deductible of \$50 will apply to each covered "loss" unless it is a Collision "loss" for a "private passenger auto". For a "private passenger auto", a minimum deductible of \$100 for Collision will apply to each "loss".

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 16NY 11 17

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION II - LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension ⁽¹⁾
Limited Liability Companies	Coverage Extension ⁽¹⁾
Employees As Insureds	Coverage Extension ⁽¹⁾
Blanket Additional Insureds	Coverage Extension ⁽¹⁾
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident" ⁽¹⁾
Loss Of Earnings	\$1,000 Per Day ⁽¹⁾
Employee Indemnification and Employer's Liability Amendment	Coverage Extension ⁽¹⁾
Fellow Employee Coverage	Coverage Extension ⁽¹⁾
Care, Custody Or Control Amendment	\$1,000 per "Accident"; \$500 Deductible Per "Accident" ⁽¹⁾
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension ⁽¹⁾
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension ⁽¹⁾
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800 ⁽¹⁾
Hired Auto Physical Damage Coverage	\$75,000 per "loss" ⁽¹⁾
Hired Auto Loss of Use Coverage	\$750 Per "Accident" ⁽¹⁾
Auto Loan/Lease Gap Coverage (Not Applicable in New York)	Coverage Extension ⁽¹⁾
Personal Effects	\$500 Per "Accident" ⁽¹⁾
Airbag Coverage	Coverage Extension ⁽¹⁾
Expanded Audio, Visual, And Data Electronic Equipment	Coverage Extension ⁽¹⁾
Comprehensive Deductible - Location Tracking Device	Coverage Extension ⁽¹⁾
Physical Damage Limit Of Insurance	Coverage Extension ⁽¹⁾

DESCRIPTION	
AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension ⁽¹⁾
Waiver of Subrogation	Coverage Extension ⁽¹⁾
Multiple Deductibles	Coverage Extension ⁽¹⁾
Concealment, Misrepresentation Or Fraud	Coverage Extension ⁽¹⁾
Policy Period, Coverage Territory	Coverage Extension ⁽¹⁾
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension ⁽¹⁾
AMENDMENTS TO SECTION V - DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition ⁽¹⁾
Coverage Territory	Broadened Definition ⁽¹⁾

(1) Provision provided in coverage extension form CA7809 NY



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) Ambient Environmental Inc 828 Washington Avenue Albany NY 12203 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 518-482-0704 1c. Federal Employer Identification Number of Insured 205011754
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Standard Security Life Ins. Company 3b. Policy Number of Entity Listed in Box "1a" Z13217000 3c. Policy effective period 07/01/2021 to 07/01/2022


4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

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

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

Date Signed 3/8/2022 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (315) 280-6322 Name and Title Pierre Morrisseau Chief Executive Officer,

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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



Additional Instructions for Form DB-120.1

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

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

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

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE
AND SUBSCRIBE

***** 205011754
ONEGROUP NY INC
706 N CLINTON ST
SYRACUSE NY 13204

POLICYHOLDER AMBIENT ENVIRONMENTAL INC 828 WASHINGTON AVE ALBANY NY 122031622		CERTIFICATE HOLDER CITY OF SARATOGA SPRINGS OFFICE OF RISK AND SAFETY 474 BROADWAY, SUITE 14 SARATOGA SPRINGS NY 12866	
POLICY NUMBER A2025 678-0	CERTIFICATE NUMBER 540444	POLICY PERIOD 04/19/2021 TO 04/19/2022	DATE 3/8/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2025 678-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

JOELLA M VISCUSI - PRESIDENT
AMBIENT ENVIRONMENTAL INC
(1 OF 1 PERSON CORP)

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 12596536

Request for Certification of Sufficient Funds

Submittal Date: 03/08/2022

The Department of PUBLIC WORKS requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

Vendor: Ambient Environmental, Inc.
Project: Hazardous Materials Testing & Monitoring Services

This is for a "Professional Service" contract to be able to retain Ambient Environmental for the services identified. There is no specifically identified project at this time.

Funds to be used for the services identified would be paid from any professional service line (54720) in the general, water, sewer or capital budgets.

Appropriation – Current Budget Expense Org/Object/Proj(s): H3031492-52000-1141

Amount Requested for Approval: \$ 0.00 at this time

Current Amount Available: \$ 373,450.00

Transfer/Amendment Pending: \$



Transfer/Amendment Date:

Department Head Signature

3/8/2022

Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:

00CBE3FAAE9B4F8...

3/9/2022

Commissioner of Finance

Approval Date



Ambient Environmental, Inc.

Building Science and EHS Solutions

NYS Certified WBE,
SBA EDWOSB & DBE

City of Saratoga Springs Hazardous Materials Testing and Monitoring Services

City Wide On-Call Contract

Request for Proposal RFP# 2022-03

Date: March 3, 2022

Prepared by:

Ambient Environmental, Inc.
828 Washington Avenue
Albany, NY 12203

Ambient Proposal No. 2022-02-0136



Ambient Environmental, Inc.

Building Science and EHS Solutions

NYS Certified WBE,
SBA EDWOSB & DBE

March 3, 2022

City of Saratoga Springs
Department of Accounts
474 Broadway, Suite 14
Saratoga Springs, NY 12866

RE: Request for Proposal #2022-03
Hazardous Materials Testing & Monitoring Services
City Wide On-Call Contract
Ambient Proposal No. 2022-02-0136

Ambient Environmental Inc. (Ambient) is pleased to submit our proposal for the above referenced project. Ambient has a strong working relationship with our clients and has successfully performed many challenging projects for other local Municipalities. Our team possesses valuable expertise and experience to partner with City of Saratoga Springs in meeting the environmental health and safety challenges in a cost-effective manner.

We look forward to the bid review process and hope to be selected for this project. Thank you for your time and consideration.

Respectfully submitted;
Ambient Environmental, Inc.

Joella Viscusi
President

Enclosures



Ambient Environmental, Inc.

Building Science and EHS Solutions

NYS Certified WBE,
SBA EDWOSB & DBE

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- I. Insurance



Ambient Environmental, Inc.

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LETTER OF COMMITMENT - THE AMBIENT DIFFERENCE

We understand the sensitive nature of these projects in the community and the importance of high-level performance on behalf of the City. We are committed to making this project successful for all of the stakeholders. Our top technical experts will be assigned to the project.

In addition to Ambient's technical expertise, our extraordinary commitment to responsiveness sets the firm apart. We are truly partners with our clients in responding to highly sensitive projects that occur at the subject facilities. Some examples of this commitment to responsiveness include:

- 24 hour a day; 7 day a week access to the owner, project managers, and technical experts
- In house laboratory that allows immediate access for analysis
- Cross trained field personnel to satisfy all criteria in many environmental disciplines



Joella Viscusi, President

Ambient will demonstrate its commitment if awarded this project. We are familiar with the stringent timeframes the City needs. Ambient can provide these services without sacrificing quality.

Ambient fully understands the complexities and regulatory environment that a City operates within. Furthermore, we have been able to meet and exceed our client's expectations of response time, cost efficiency and coordination.

Project Management

Joella Viscusi, President of Ambient Environmental Inc. will be the main point of contact for all work conducted under this contract. Ms. Viscusi, will assign the most appropriate and experienced personnel to the project.

Ms. Viscusi has assembled a team of Project Managers that have experience conducting work for numerous clients in the various environmental disciplines. Ms. Viscusi will manage this team and oversee both their technical and management approach to the projects.



Ambient Environmental, Inc.

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Licenses and Certifications

Ambient's team of professionals consists of NYS licensed and AHERA certified Project Designers, Inspectors, Management Planners, Project and Air Monitors; US EPA Lead Risk Assessors and Inspectors; Certified Industrial Hygienists; Certified Safety Professionals; Industrial Hygiene Technicians; Environmental Scientists and Geologists. Ambient adheres to all the most stringent state and federal regulations during our investigations. That includes utilizing the most current state-of-the-art and cost-effective approaches to conducting surveys, assessments, and inspections.

Cost Control

Ambient's Team has successfully completed a vast variety of environmental projects throughout New York State. These projects range from small scale projects to very complex and large multi-facility decommissioning projects. Ambient staff members are highly skilled project managers who in addition to being technical experts, are trained and skilled in budget and cost control management. The result, cost effective, innovative, and well-planned projects.

Reporting and Documentation

Ambient understands the importance of proper record keeping and data management. We have developed internal systems for the collection, reporting, and storage of project related information. Our report formats have been perfected to meet all applicable regulations and present data in an understandable format that is useful to all parties involved. We are committed to presenting a professional product for City of Saratoga Springs.



Ambient Environmental, Inc.

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FIRM HISTORY

Ambient Environmental, Inc. (Ambient) is a New York State Certified Woman-Owned Business founded by Joella Viscusi in 2006. Ambient has a unique approach and commitment; Joella is personally involved in every project from the smallest to the largest. When Joella decided to start Ambient Environmental, her main goal was to be the most responsive customer focused firm in the industry. To personally serve her client's needs, going above and beyond their expectations. This decision and passion comes with some restrictions; the firm has to be big enough to do large complex projects and small enough to maintain the personal contact and extraordinary customer attention clients have come to know and expect.

Ambient has recruited and on-boarded the top professionals in the industry. The company has grown steadily and smartly possessing a reputation for excellence. School districts, government agencies, industrial and manufacturers all use Ambient for their environmental consulting needs. The company's growth has been fuelled by word of mouth as satisfied clients continually recommend the firm to others.

The result! Every day Ambient does projects that involve just a couple of samples, and Ambient completes the largest projects in New York State. Each and every Ambient client receives the personal attention and commitment that Joella and the Ambient team envisioned. Ambient's team is very competent in dealing with all aspects of the work.

"As professionals and individuals, we take pride in what we do and that shows in our work. Regardless of what we are doing, we give a little extra to each and every job...to go above and beyond the expected. As a result, our clients come back to us time and time again. And that is our greatest source of pride."

- Joella Viscusi, President, Ambient Environmental, Inc.



Ambient Environmental, Inc.

Building Science and EHS Solutions

NYS Certified WBE,
SBA EDWOSB & DBE

FIRM'S CAPACITY

Ambient will perform this contract from its Albany, NY office. This project will be a priority for the assigned team.

Ability

Ambient employs twenty-five (25) of the top professional and licensed personnel in the area and three (3) administrative personnel. Each and every Ambient team member was selected or came to the firm for the same reasons. All possess a strong commitment to excellence, timeliness, responsiveness, and customer care in addition to being very experienced and qualified. The average years of experience for an Ambient consultant is fifteen plus years. Field personnel have an average of at least five years of experience and are cross trained in all certification disciplines. Administrative staff members each have a minimum of twenty-five years of experience.

Equipment

Ambient Environmental Inc. has current up to date equipment to perform all tasks associated with the hazardous materials sampling, testing and monitoring services. This equipment is state-of-the art in order to provide the best services available.



Ambient Environmental, Inc.

Building Science and EHS Solutions

NYS Certified WBE,
SBA EDWOSB & DBE

FIRM'S EXPERIENCE

Areas of Expertise

Ambient provides comprehensive inspection, design, monitoring, and management services associated with asbestos, lead paint, mold, indoor air quality, environmental contamination, industrial hygiene, and safety issues.

Company Resources

Ambient has the resources and equipment necessary to successfully perform the work requested in the RFP. Ambient has assembled a team of the most experienced, respected, and sought after professionals in the industry. We pride ourselves on both the professionalism of our staff and the innovation we bring to bear.

Relevant Experience

Ambient performs environmental consulting services for several municipalities, public and private sectors including NYS, SUNY and private colleges, K-12, manufacturers, building developers, building managers, residential, etc. The paragraphs below describe the work experience that Ambient has performed for these clients. Ambient has provided contact information for some of the clients listed for reference purposes.

The projects Ambient had conducted involve minor to major renovations for multiple buildings, commercial and residential buildings. Ambient performed extensive investigative survey work including asbestos, lead-based paint, PCBs and IAQ surveys of the buildings, along with CAD drawings for sample and hazardous material locations. Ambient also developed full hazardous materials design including the design specifications and drawings for several of the referenced clients below. Ambient also worked closely with the Client to coordinate the hazardous materials abatement with construction activities. Ambient developed and submitted variances to NYS DOL in an expedited fashion to meet stringent timeframes and ensure innovative and cost savings approach to the owner for the procedures to be utilized.

Ambient also provided full time on site project monitoring and air monitoring services for the duration of the projects, simultaneously at multiple buildings. This included documenting the abatement contractors' activities in a log and ensuring compliance with state and federal asbestos regulations and corresponding variances. Ambient project managers attended weekly/bi-weekly project meetings and kept the Client and all trades informed of timing and progress, passing work area clearance air samples and general knowledge of the hazards associated with the work being conducted. Ambient provided complete close out reports detailing the hazardous materials abatement activities, materials that were removed, the quantities that were removed and the locations of where the asbestos was removed within the buildings.



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Ambient often conducts full rehabilitation of college buildings, which also include extensive investigative survey work including asbestos, lead-based paint, PCB, and mercury, along with CAD drawings of sample locations and hazardous materials locations. Testing for radiation, RCRA 8 metals and mercury, and VOC and SVOC for the decommissioning of the science laboratories is also required. These complex projects also involve full scale design specifications and drawings along with NYS DOL site specific variances.

The following are just some of the various municipal clients we have worked with:

City of Albany, Joseph Coffey, 518-434-5300, jcoffey@albanyny.gov

City of Cohoes, Melissa Ashline-Heil, 518-233-2121, mashline-heil@ci.cohoes.ny.us

City of Troy, Richard Craig, 518-279-7174

City of Schenectady, Jayme Lahut, 518-377-1109 x 102, jlahut@schenectadymetroplex.org

Other municipalities Ambient has worked for include the following:

- City of Albany Water Department
- City of Amsterdam
- City of Cohoes Economic & Community Development
- City of Hudson
- City of Kingston
- City of Troy
- Town of Berne
- Town of Brunswick
- Town of Cairo
- Town of Glenville
- Town of Guilderland
- Town of New Scotland
- Troy Community Land Bank
- Affordable Housing Partnership
- Catskill Mountain Housing
- Mechanicville Housing Authority
- Menands Public Library
- Schenectady Metroplex
- Village of Castleton
- Village of Colonie
- Village of Coxsackie
- Village of Fultonville
- Village of Hoosick Falls
- Village of Waterford

Non-Municipal References

Envision Architects, Daria Mallin; . 518-462-1848, dariam@envisionarchitects.com

NYS OGS, Robert Rafferty, 518-474-3916, Robert.rafferty@ogs.ny.gov

"On-Call" Term Contracts

Ambient has an "On-Call" three-year term contract with the NYS OGS. We have been awarded this same contract for the past four terms. Through these projects we have demonstrated our dedication and commitment to a consistent and reliable quality of work and response time. Ambient is also on many teams with Architects and Engineers who hold "On Call" term contracts with NYS OGS, DASNY, SUCF, etc. As a team member to those contracts, we are just as responsive and diligent as we are for our own contract. On all these "On Call" term contracts, Ambient's scope of work consists of Hazardous Materials Sampling, Testing, Design, and Monitoring responsibilities, along with all aspects of environmental health and safety and site safety construction services



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PROJECT TEAM

The Ambient team consists of the top professionals in New York State. Our staff has decades of experience dealing with the NYS DEC, NYS DOL, NYS DOH, NYDEP, and other agencies with regulations applicable to this contract.

Many of the professionals on the Ambient team have helped craft the very regulations that we are tasked with providing regulatory guidance. Specifically, the need for regulatory site-specific variance approvals, site closures, indoor air quality interpretations, and environmental risk management decisions are all handled by vastly experienced professionals. More than just technical experts, our staff is comprised of client advocates who are attune to the sensitive issues that often accompany these situations.

Project Team

- **Joella Viscusi – President / Project Principal**
- **Charles (C.D.) Wolford – Operations Lead**
- **Ben Hale – Project/Air Monitoring Lead / Inspector**
- **Mark Meehan – Sr. Technical Consultant / Mold Assessor**
- **Kevin Jones – Asbestos Inspector / Project/Air Monitor / Project Designer / Lead Inspector/Risk Assessor**
- **Mike Sarbo – Asbestos Project/Air Monitor**
- **Scott Glover – Asbestos Project/Air Monitor / Inspector**
- **Daniel Morrison – Asbestos Project/Air Monitor**
- **Nathan Mastenbrook – Asbestos Project/Air Monitor / Inspector**

Joella Viscusi – President/Project Principal

- **Certified NYS and EPA Asbestos Inspector (01-19282)**
- **Certified NYS and EPA Asbestos Management Planner (01-19282)**
- **Certified NYS and EPA Asbestos Project Designer (01-19282)**
- **40 Hour Hazardous Waste Operations & Emergency Response**
- **33 Years' Experience in Environmental Consulting Industry**
- **Member of Albany Chamber of Commerce**
- **Member of Women President's Organization**

Ms. Viscusi has thirty-three years' experience in the environmental industry and founded Ambient in June of 2006. Ms. Viscusi has extensive field experience in conducting a variety of asbestos, lead and hazardous materials projects throughout the Northeast for private, commercial, and governmental clients. Conducted AHERA and NYS DOL asbestos inspections and management plans, environmental monitoring strategies, cost estimating, variance applications for alternate abatement work procedures and preparation of final reports in compliance with record keeping requirements per local, federal and state regulations. Ms. Viscusi is recognized as an industry leader in hazardous materials project design



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and site-specific variance preparation. She has provided variances for some of the most complex projects for NYS OGS including Buildings 1, 2, 3 4, 5, and 8 in the Harriman Campus, Corning Tower 41st Floor, Adirondack Correctional Facility and Groveland Correctional Facility. As founder and President of Ambient, Ms. Viscusi is personally involved in the day to day operations of the company as well as each client and their projects.

Ms. Viscusi provides the development and implementation of company policies and procedures and written programs for Ambient and ensures full compliance with local, federal, and state regulations and reporting requirements.

C.D. Wolford – Operations Lead/Lead Hazardous Materials Inspector and Project Manager

- **Certified NYS and EPA Asbestos Inspector (NY # AH 09-01734)**
- **Certified NYS Asbestos Project Monitor (NY # AH 09-01734)**
- **Certified NYS Asbestos Air Sample Technician (NY # AH 09-01734)**
- **Confined Space Entry Certification**
- **40 Hour Hazardous Waste Operations & Emergency Response**
- **Member of Albany Chamber of Commerce**

Mr. Wolford has thirteen years of experience in asbestos remediation projects and hazardous materials inspections. As our operations manager he oversees day to day functions of the hazardous materials division. This includes performing all aspects of the inspection and monitoring as well as making sure that jobs run smoothly, on-time and on budget. He attends project walk throughs, assists with proposals and budgets, and conducts on-site consulting regarding environmental concerns. C.D. has a strong ability to work closely with building owners and contractors to maintain an open line of communication and successfully complete projects on schedule. Having a construction background aids in understanding issues faced by contractors and can help facilitate solutions for the owners to avoid costly delays. This includes assisting with preparing site-specific variances, by discussing issues with our designers and the contractors to come up with a best value approach. C.D. is very hands on, conducting project management duties, asbestos inspections, performing project monitoring and air sampling during asbestos remediation projects. Projects include school districts, commercial properties, churches, homeowners, colleges, nursing homes, government buildings, hospitals, and mental health facilities.

Ben Hale - Project Monitor Lead / Hazardous Materials Inspector / Project Monitor

- **Certified NYS and EPA Asbestos Inspector (NY # 17-40517)**
- **Certified NYS and EPA Asbestos Project Monitor (NY # 17-40517)**
- **Certified NYS and EPA Asbestos Air Sampling Technician (NY # 17-40517)**
- **Confined Space Entry Certification**
- **Member of Albany Chamber of Commerce**

Mr. Hale has five years of experience and has quickly proven to be an invaluable member of our team. He handles day to day management of our project/air monitoring projects. Ben is very adept at speaking with clients to clarify what they need and expect from a project as well as helping them to understand issues which come up during the course of a project. He communicates very well with the contractors



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on project sites to ensure that the project runs smoothly and that the lines of communication are always open. He has successfully completed many large and complex projects. He is a skilled project manager who has a strong attention to detail, knowledge of the regulations, and has developed great working relationships with our clients. Ben's project experience includes project management, project/air sampling, inspections, and contamination assessments for a full range of private and public clients. As with the all staff at Ambient, Ben is also multi-disciplined and performs hazardous materials inspection for asbestos, lead, and PCBs.

Mark Meehan, Sr. Technical Consultant

- Certified Asbestos Inspector (NY # AH 89-02854)
- Certified Asbestos Management Planner (NY # AH 89-02854)
- Certified Asbestos Project Designer (NY # AH 89-02854)
- Certified Asbestos Project Monitor (NY # AH 89-02854)
- Certified Asbestos Air Sampling Technician (NY # AH 89-02854)
- EPA Region 2 New York State Lead Risk Assessor (NY-03-122003-221)
- NYS DOH Approved Asbestos Training Instructor, Lead Risk Assessor, Lead Inspector
- Lead Training instructor
- 40 Hour Hazardous Waste Operations & Emergency Response.
- Mold Instructor

Mr. Meehan has over thirty-five years' experience in the environmental industry. Mr. Meehan manages multiple asbestos abatement and lead abatement projects. Projects involve building inspections, risk assessments, abatement or renovation design, project oversight and/or air quality monitoring. He coordinates and performs mold, indoor air quality and industrial hygiene investigations. Projects include management of asbestos and lead projects at federal and state offices and facilities, industrial facilities, historical buildings, apartment complexes, occupied public and private buildings and schools. Mark provides invaluable expertise in lead testing and monitoring for several NYS OGS projects.

Kevin Jones, Project Designer / Hazardous Materials Inspector

- Certified Asbestos Inspector (NY # AH 19-16540)
- Certified Asbestos Contractor Supervisor (NY # AH 19-16540)
- Certified Asbestos Project Designer (NY # AH 19-16540)
- Certified Asbestos Project Monitor (NY # AH 19-16540)
- Certified Asbestos Air Sampling Technician (NY # AH 19-16540)
- EPA Region 2 New York State Lead Risk Assessor (LBP-R-I230493-1)
- AAS / Architectural and Building Engineering Technology, Vermont Technical College
- American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Successful completion of all twenty-five NYSERDA courses in High Performance School Design as well as all High-Performance School Operations and Maintenance courses



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Mr. Jones has over thirty years' experience in design and construction administration with a sound knowledge of building mechanical and electrical systems and overall building construction. He is a highly qualified hazardous materials inspector, bringing a different perspective and knowledge base due to his understanding of mechanical and electrical systems. An integral part of the team Kevin is responsible for project management and construction administration for projects, often serving as team leader and primary client contact. He is also responsible for development of design development including required specifications and drawings utilizing AutoCAD. He has performed these services for industrial clients, state and governmental agencies and commercial clients on large-scale renovation and new construction projects. He is familiar with the preparation of New York State Department of Education and New York State Department of Health paperwork and has an excellent track record of timely approvals. His meticulous attention to detail results in a high quality, carefully coordinated designs and his knowledge and hands on experience in the hazardous materials inspections further enhances his designs.

Scott Glover – Asbestos Project/Air Monitor; Asbestos Inspector (7 years' experience)

Mike Sarbo – Asbestos Project/Air Monitor; Asbestos Inspector (7 years' experience)

Nathan Mastenbrook – Asbestos Project/Air Monitor; Asbestos Inspector (5 years' experience)

Daniel Morrison – Asbestos Project/Air Monitor

Our Team will also include the following certified laboratories:

Sienna Environmental Technologies
AmeriSci of New York
Galson Laboratories

Schneider Laboratories
Atlas Environmental Labs Corp.–
Adirondack Environmental



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CONCLUSION

Ambient Environmental Inc. appreciates the opportunity to present our qualifications, experience, and history to City of Saratoga Springs. In summary, we offer the following to the City as an environmental consulting firm:

- A New York State based company employing local professionals.
- A NYS Certified WBE.
- A Company President who personally performs the services offered to City of Saratoga Springs and who has performed many successful projects.
- Local Project Manager for convenient off hours response.
- A team of very experienced professionals that are considered the best available in New York State.
- Consultants who have been recognized as foremost authorities in their field with regard to environmental issues and regulatory compliance.
- The staff, equipment, and resources to handle multiple assignments.
- An internal NYS ELAP approved laboratory available, 24 hours a day, 7 days a week.
- A commitment to providing cost effective, innovative solutions to the issues City of Saratoga Springs faces.

Thank you for considering Ambient Environmental, Inc. We look forward to working with you and your City.



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PAST CLAIMS OR DISPUTES

Not Applicable.



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BID PROPOSAL FORM

Please see the attached Request for Proposal including Bid Form and Required Forms.



RON KIM
MAYOR

MINITA SANGHVI
COMMISSIONER OF FINANCE

ANTHONY SCIROCCO
COMMISSIONER OF PUBLIC WORKS

JAMES MONTAGNINO
COMMISSIONER OF PUBLIC SAFETY

DILLON MORAN
COMMISSIONER OF ACCOUNTS

City of Saratoga Springs, NY

Request for Proposal

Hazardous Materials Testing & Monitoring Services

*PREPARED BY: Department of Public Works
February 2022*

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2022-03 – Hazardous Materials Testing & Monitoring Services

Name of Bidder: Ambient Environmental, Inc.

RFP Opening: Thursday, March 3, 2022 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
474 Broadway Suite 14
Saratoga Springs, NY 12866

NOTICE TO BIDDERS

The City of Saratoga Springs, New York, will receive sealed bids for Hazardous Materials Testing & Monitoring Services. Sealed bids must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 474 Broadway Suite 14, Saratoga Springs, New York, 12866, by Thursday March 3, 2022 at 2:00 p.m. at which time they will be publicly opened and read.

Copies of the Request for Proposal (RFP) may be obtained on the City's web page at www.saratoga-springs.org, under current bids. There is no fee for these documents.

Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained a bid packet. Addenda to the bid, when issued, will be on file in the City Clerk's Office at least five (5) days before the bid opening date. If you have obtained a bid packet through the City's web site and would like to be on record for any Addenda please email stefanie.richards@saratoga-springs.org with your name, the name of the bid packet obtained and email address.

Questions regarding the bid should be directed to Stefanie Richards in writing at stefanie.richards@saratoga-springs.org. All bids must be made on the official bid form or an exact copy by reproduction thereof and enclosed in a sealed envelope.

No Bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the opening thereof. A Bidder may withdraw their bid response in writing immediately following this sixty (60) day per New York State Finance Law §163(9)(e). The City reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional bid documents per New York State Finance Law §163(9)(d).

INSTRUCTIONS TO BIDDERS

1. RFP DOCUMENTS

This document includes a complete set of the RFP specifications and required documents, which are for the convenience of Bidders and are not to be detached from the bid. ***Failure to submit the required forms at the time of bid submission may disqualify the bid submission.***

2. INTERPRETATION OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven (7) or more days prior to the date fixed for opening of bids shall be given consideration. Every interpretation made to a Bidder shall be in the form of Addenda to the bid, and when issued, shall be on file in the City Clerk's Office at least five (5) days before bids are opened. All Addenda shall be emailed to each person whose name and address are on record with the City as having obtained a bid packet or has attended a pre-bid meeting. All such Addenda shall become part of the bid and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. BIDS

All bids shall be submitted on documents supplied by the City and shall be subject to all requirements of the bid, including any plans, and these Instructions to Bidders. All bids shall be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the Bidder. The City may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its' option may reject the same. Purchases by the City of Saratoga Springs are not subject to any sales or federal excise taxes.

4. NON-COLLUSIVE BIDDING AND VENDOR CERTIFICATIONS:

Each Bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the **Non-Collusion and Vendor Code of Conduct Affidavit** on the form herein provided, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted.

5. RISK AND SAFETY AGREEMENT AND CERTIFICATE OF INSURANCE:

Bidder must execute the Risk and Safety Agreement and include the agreement with the bid response submission. A Certificate of Insurance providing proof of the required insurance as outlined in the Risk and Safety Agreement with the bid response submission

6. APPRENTICESHIP PROGRAM:

The City of Saratoga Springs hereby requires any contractor on a project in excess of Two Hundred Thousand Dollar (\$200,000.00) aggregate, at the time of bid date, or submission of quote, and prior to entering into a construction contract with the City of Saratoga Springs, or any sub-contractor on such a project with a sub-contract in excess of Fifty Thousand Dollar (\$50,000.00) aggregate, at the time of bid date, or submission of quote, and prior to entering into a sub-contract with a contractor who has a construction contract with the city of Saratoga Springs on a project in excess of Two Hundred Thousand Dollar (\$200,000.00) aggregate, to have apprenticeship agreements traditionally and historically appropriate for the type and scope of work to be performed, which have been registered with, and approved by, the New York State Commissioner of Labor, and which have a graduation rate of at least thirty percent (30%).

7. CORRECTIONS:

The Bidder must initial erasures or other changes in the bid.

8. RECEIVING BIDS:

Bids received prior to the advertised time of opening shall be securely kept, sealed. The City Clerk's office, whose duty it is to open them shall decide when the specified time has arrived to open bids, and no bid received thereafter will be considered. **LATE BIDS shall be rejected. E-mail or faxed bid submissions are not acceptable and shall not be considered.**

9. OPENING OF BIDS:

At the time and place fixed for the opening of bids, the City shall cause to be opened and publicly read aloud every bid that was received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

10. WITHDRAWAL OF BIDS:

Bids may be withdrawn on written request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for bid opening.

11. EVALUATION PROCESS:

After the bid opening, each Bidder's proposal will be screened for completeness and conformance with the requirements for this bid submission as set forth under the **Bidders Submittal Instructions**. Written bid amounts are the legally binding bid amount. Numeric bid amounts are viewed as a convenience. Proposals that do not meet the City's requirements, as outlined in the RFP, may be deemed nonresponsive and given no further consideration. Proposals meeting the City's requirements shall be evaluated first on technical information (i.e. operational plan, company background, staffing and personnel biographies, relevant experience, references) and then on the cost proposal.

12. AWARD OF CONTRACT: REJECTION OF BIDS

If the contract is awarded, it shall be awarded to the responsive and responsible Bidder submitting the best value bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The Bidder to whom the award is made will receive a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to:

- a. reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in the City's best interest;
- b. consider as not responsible any Bidder who does not habitually perform with their own forces at least fifty percent (50%) of the dollar value of the work involved in the contract;
- c. award the bid, in part, on the Bidder's ability to provide timely technical assistance, part(s) replacement and service for repairs;
- d. give preference to Minority Women Business Enterprise (MWBE) businesses; and/or
- e. extend the contract for one (1) year under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor for up to three (3) years with contract renewals to occur annually by Council approval.

13. EQUAL EMPLOYMENT OPPORTUNITY:

The City, state and federal government have stringent requirements for ensuring that all Bidders comply with regulations requiring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Bidders will be required to abide by those requirements.

14. AMERICANS WITH DISABILITY ACT:

The Bidder agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Bidder agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Bidder. The Bidder agrees that accommodations will be provided upon request to allow individuals with disabilities to participate in all services, programs and activities provided by the Bidder.

15. CIVIL RIGHTS:

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §2000d to 2000d-4) and its regulations, hereby notifies all Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement will provide the opportunity for disadvantaged business enterprises to be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

16. SEXUAL HARRASSMENT:

Every employer in the New York State is required to adopt a sexual harassment prevention policy giving all employees a legal right to a workplace free from sexual harassment. The City is committed to maintaining a workplace free from sexual harassment. Per New York State law, the City has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

17. COMPLIANCE

Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause of discontinuing business with the successful Bidder.

BIDDING SUBMITTAL INSTRUCTIONS

Failure to submit RFP documents as required may lead to an immediate disqualification. In order to guard against premature opening of the bid documents, your bids must be returned and enclosed in a sealed and clearly labeled envelope as follows:

Step One: You MUST execute and include the following documents, one original and one copy of each, with your response:

- Your response to the RFP in question (1 original, 1 copy)
- Non-Collusive Bidding and Vendor Code of Conduct Certification
- Risk & Safety Agreement and Certificate of Insurance

Step Two: Enclose your bid in a sealed envelope marked:

RFP #: 2022-03 – Hazardous Materials Testing & Monitoring Services

Name of Bidder: Ambient Environmental Inc.

Bid Opening: Thursday, March 3, 2022 at 2:00 p.m.

Step Three: Please return your response to this RFP to the following address:

**City of Saratoga Springs
Department of Accounts
474 Broadway Suite 14
Saratoga Springs, NY 12866**

STATEMENT OF SPECIFICATIONS: Hazardous Materials Testing & Monitoring Services

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City may consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the Bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

SCOPE OF SERVICES:

The City of Saratoga Springs is seeking proposals from qualified Bidders to provide professional services which include, but are not limited to, hazardous materials testing and monitoring services, development of plans, project monitoring, sampling, laboratory services, clearance and reporting. Bidders must be duly licensed and certified at the time of submission of their proposal, including throughout the award of any contract arising from this solicitation and any renewals or extensions thereof. Bidders shall submit together with their proposal a copy of their New York State issued licenses and certifications for the firm and licenses and training certificates for each of its' personnel that may be assigned to perform duties for the City. The successful Bidder shall not permit any of its personnel with an expired license or a training certification to perform work for the City of Saratoga Springs. Bidders shall possess sufficient resources to ensure that the demands for the City of Saratoga Springs will be met on a timely basis and at the very highest level of skill and expertise on both a routine and emergency basis. Bidders must be available to conduct services within twenty-four (24) hours of receiving notice. Bidders shall comply with any and all applicable federal, state and local laws, rules and regulations including, but not limited to, those promulgated by the NYS Department of Labor (NYSDOL) and Environmental Protection Agency (EPA) in the performance of their duties.

The successful bidder shall provide and furnish all tools, testing materials, supplies, equipment, fees, permits and transportation appropriate for the asbestos and lead paint abatement. Actual travel time to and from the job site location is not reimbursable under the contract.

'Service Work' hours are defined as any hours worked between 8:00 am and 5:00 pm, Monday through Friday. 'Emergency Work' hours are defined as any work performed outside of 'service work' hours, which may include holidays.

The successful Bidder shall also be responsible for performing the following duties:

- Collection of baseline air samples prior to commencement of asbestos abatement activities and/or demolition. The successful Bidder shall be responsible for processing air samples during abatement activities/demolition conducted by the City, and Bidder shall conduct final clearance air samples upon completion of abatement activities/demolition;
- Collection of baseline air and surface wipe samples from lead abatement work areas prior to commencement of lead abatement activities and/or demolition. The successful Bidder shall process air samples during abatement activities/demolition and final clearance surface wipe samples upon completion of abatement activities/demolition;
- Conducting asbestos surveys and conducting visual inspections before, during, and after asbestos and lead abatement/demolitions. The successful Bidder shall be responsible for documenting adequacy of engineering controls, proper work methodologies, and containment cleanliness;
- Performing lead inspections, risk assessment and lead clearance evaluations;
- Preparation and submission of written copies of the asbestos activity/demolition project close-out report in an electronic format that includes, but may not be limited to, the following information:

-
- Executive Summary
 - Regulatory Notifications
 - Notices of Completion
 - Consultant Daily Reports
 - Consultant Inspection Reports
 - Air Monitoring Results and Chains of Custody
 - Contractor Submittals and Daily Logs
 - Contractor's Training Certificates
 - Copies of Hazardous and Non- Hazardous Waste Manifests
 - Scope and Purpose
 - Description of Work
 - Limitations
 - Results of the Inspection
 - Conclusions & Recommendations
 - Table of Asbestos Containing Materials or Assumed
 - Asbestos Locations Diagram (on building plans provided by Owner - Cad or Pdf)
 - Site Photos
 - Asbestos Survey Samples Collection Spreadsheet
 - Copies of Lab Test Reports: Asbestos Analysis of Bulk material
 - Chain of Custody Sheets
 - Asbestos Handling License
 - NYSDOH Certificate of Approval for Laboratory Service
 - Copies of employee NYSDOL Asbestos Certification
- Bidder shall identify the name and address of the laboratory (or labs) intended to be used under the contract. Bidder may use an alternate lab (or labs) by submitting an addendum to the contract, for reasons such as but not limited to the quality control or performance. Lab(s) shall meet, at minimum, all required accreditations by the New York State Department of Health – Environmental Laboratory Approval Program (ELAP) specifically for the procedures being used.
 - Personnel assigned to provide testing under contract shall have a minimum of two (2) years experience in conducting the services.

This RFP is not expected to exceed \$225,000.00

BID PROPOSAL FORM

1. ASBESTOS

A. NYS Certified Asbestos Inspector

Included but not limited to visual inspection, bulk sampling, sample processing, and contamination assessment. Hourly rates to include mobilization and materials.

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$ 75.00 /hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$ 112.50 /hour
- PLM Samples (24 hour and 72 hour Turn Around Time) \$ 15.00/12.00 / Sample
- Non Friable Asbestos Bulk Sample Analysis, Including PLM Nob, and TEM Analysis. (24 Hour Turn Around Time from Receipt at Lab) \$ 80.00 /Sample
- Non Friable Asbestos Bulk Sample Analysis, Including PLM Nob, and TEM Analysis (72 Hour Turn Around Time from Receipt at Lab) \$ 65.00 /Sample

B. NYS Certified Asbestos Air/Project Monitor

Included but not limited to visual inspection, collection of baseline air samples, contamination assessment, processing of air samples with submitting to designated laboratory, project design, close out report. Hourly rates to include mobilization and materials.

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$ 60.00⁽¹⁾ /hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$ 90.00 /hour
- PCM Air Samples, 24 hr Turn Around Time, Reg Service Hours \$ 7.75 / Sample
- PCM Air Samples, Expedited 4 Hour Turn Around Time \$ 15.00 / Sample
- Off Hours Lab Charge (5:00 pm-7:00 am, weekends, holidays) \$ 150.00⁽²⁾ / Charge
- TEM 7402 Air Sample (24 Hour Turn Around Time from Receipt at send away Lab) \$ 110.00 /Sample

C. Variance

Fee for Variance Submittal

(Includes man-hours for development, required drawings and NYS Variance Fee

\$ 1,750.00 /Building/Variance

D. Preparation of Asbestos Technical Specification by Project Designer Using CSI format.

\$ 200.00⁽³⁾ /15 Pages

⁽¹⁾ Project design services not included.

⁽²⁾ PCM analysis only; does not include TEM analysis ⁽³⁾ Does not include drawings

2. LEAD

A. Certified EPA Lead Inspector

Included but not limited to collection of baseline surface wipe samples, pre and post work wipes, air sampling, lead inspection, risk assessment, clearance evaluation, additional testing if child occupied facility, OSHA document review, project design, adequacy documentation of controls, work methodologies and containment cleanliness, close out report.

- Regular Service Work Hourly Rate (Minimum 2 hr charge per visit daily) \$ 85.00 /hour
- Emergency Work Hourly Rate (Minimum 2 hr charge per visit daily) \$ 127.50 /hour
- Lead Wipe Sample \$ 20.00⁽⁴⁾ / Sample
- Lead XRF Machine \$ 50.00 / Visit
- Lead Paint Chip Sample \$ 20.00⁽⁴⁾ / Sample
- Lead-In-Water Sample \$ 20.00⁽⁴⁾ / Sample

⁽⁴⁾ Normal TAT

COMPANY NAME: Ambient Environmental, Inc.

ADDRESS: 828 Washington Ave

Albany NY 12203 Phone No. (518) 482-0764
(City) (State) (Zip)

E-MAIL ADDRESS: Christina@ambient-env.com

AUTHORIZED SIGNATURE: Joella Viscusi

PRINTED NAME: Joella Viscusi

TITLE: President DATE: 3/3/22

City Saratoga Springs' NON-COLLUSIVE BIDDING CERTIFICATION: Section §139(d) State Finance Law

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

City Saratoga Springs' VENDOR CODE OF CONDUCT

The City is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from Vendors that the City conducts business with. The City requires that all Vendors abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with the Vendor. Vendors agree to provide all information requested when necessary to demonstrate compliance with this Code. To promote a working relationship with the City based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City related projects and transactions.
- Not engage in any course of conduct with City employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City any activity by a City employee or contractor, consultant or vendor of the City that is inconsistent with the City of Saratoga Springs' Code of Ethics.

At a minimum, the City requires that all vendors, suppliers and their subcontractors will meet the following standards:

- Agree to comply with all applicable local, state and federal laws, regulations, statutes, rules and procedures.
- Set working hours, wages, and NYS statutory benefits and overtime pay in compliance with applicable labor laws.
- Provide and treat workers with a safe and healthy work environment that complies with local, state and federal laws.
- No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Provide a working environment for employees to have the right to decide whether they want collective bargaining.
- Ensure that subcontractors shall operate in a manner consistent with this Code.
- Comply with all applicable environmental laws and regulations. Vendors, suppliers and subcontractors shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors, suppliers and subcontractors are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor hereby acknowledges that it has received the City Non-collusive Bidding Certification and Vendor Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein. You the Vendor acknowledge that your failure to comply with any condition, requirement, policy or procedure may result in the termination of your business relationship with the City. You the Vendor may reserve the right to terminate this agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: Joella Viscusi Printed name: Joella Viscusi

Title: President Date: 3/3/22

Company Name: Ambient Environmental, Inc

Company Address: 828 Washington Ave., Albany, NY 12203

Subscribed to under penalty of perjury under the laws of the State of New York, this 3 day of March, 2022 as the act and deed of said corporation or partnership.



City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
City Department: _____ Department Contact Person: _____ City Ext.: _____
Company Name: Ambient Environmental Inc.
Company Address: 828 Washington Ave., Albany, NY 12203
Company Telephone No.: 518-482-8704 Company Fax No.: 518-482-0750
Consultant Primary Contact for This Project: Joella Viscusi Title: President

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City of Saratoga Springs as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Pollution Liability Insurance** Including Coverage for Asbestos Abatement: One Million Dollars per Occurrence;
- **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance**: Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions Insurance**: One Million per Claim with Two Million Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to **Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866**, within two (2) days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees, from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction

of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City shall have the right to immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Consultant, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Consultant Signature: _____

Joella Visconti

Date: _____

3/3/22



Ambient Environmental, Inc.

Building Science and EHS Solutions

NYS Certified WBE,
SBA EDWOSB & DBE

INSURANCE

Ambient maintains and continuously improves upon a robust risk management program for the protection of our clients, employees and stakeholders. All employees engage in company orientation, annual training, and Health and Safety training. Ambient utilizes contract terms with clients that mutually respect and protect both parties. Subcontract agreements are signed with all service providers and contain standard risk transfer language. Members of our management team have extensive experience in risk management, risk transfer and insurance. A senior company executive reviews all proposals and contracts.

Ambient maintains the following insurance coverages and limits:

Commercial General Liability:	\$5 million
Professional Liability:	\$5 million
Pollution Liability:	\$5 million
Auto Liability:	\$1 million
Worker Compensation:	NYS Statutory

Please see the attached proofs of insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2021

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

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

PRODUCER OneGroup NY, Inc. 95 Genesee Street New Hartford NY 13413	CONTACT NAME: Denise Conti, CISR, CRIS, MLIS PHONE (A/C, No, Ext): (315) 280-6322 FAX (A/C, No): (315) 457-7902 E-MAIL ADDRESS: DConti@OneGroup.com
INSURED Ambient Environmental Inc 828 Washington Avenue Albany NY 12203	INSURER(S) AFFORDING COVERAGE INSURER A : National Fire & Marine Ins Co INSURER B : Selective Ins. Co. of South Carolina INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1895446976

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			42ESP00186701	4/19/2021	4/19/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2443022	4/19/2021	4/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Pollution Liability			42ESP00186701	4/19/2021	4/19/2022	Limit: \$5,000,000 Limit: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Coverage Only

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE
AND SUBSCRIBE

***** 205011754
ONEGROUP NY INC
706 N CLINTON ST
SYRACUSE NY 13204

POLICYHOLDER AMBIENT ENVIRONMENTAL INC 828 WASHINGTON AVE ALBANY NY 122031622		CERTIFICATE HOLDER	
POLICY NUMBER A2025 678-0	CERTIFICATE NUMBER 516321	POLICY PERIOD 04/19/2021 TO 04/19/2022	DATE 5/13/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2025 678-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

JOELLA M VISCUSI - PRESIDENT
AMBIENT ENVIRONMENTAL INC
(1 OF 1 PERSON CORP)

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 644471606



City of Saratoga Springs, NY Contract

City Project Number: OGS40440-23166 City Project Name: Chevrolet Vehicles
 City Department: Public Works Department Contact Person: Barb Maughan City Ext. 2574
 Company Name: DeNooyer Chevrolet, Inc.
 Company Street Address, City, State, Zip: 127 Wolf Road, Albany, NY 12205
 Company Telephone No.: 518-469-8804 Company Fax No.: _____
 Vendor and/or Service Provider Primary Contact: Steve Gordon Title: Fleet Manager
 Primary Contact Email: sgordon@denooyerchevrolet.com
 Service to be Provided: Chevrolet Vehicles
 Remit Name (If different from above): _____
 Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for 2022 or newer Pick Up Truck, the Vendor and/or Service Provider submitted proposals dated 3/5/2022 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by April 29, 2022. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFPQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed unit bid prices, subject to appropriation, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Commissioner of Public Works is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Steve Gordon. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
To Vendor and/or Service Provider: Steve Gordon
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or

Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require or be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

PRODUCT ONLY

9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the "City of Saratoga Springs, Office of Risk and Safety, 474 Broadway, Suite 14, Saratoga Springs, NY 12866" as a Certificate Holder for the following coverage for the work covered by this Agreement:

A. For projects whose total value is between Zero and \$100,000:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

B. For projects whose total value is between \$100,000 and \$500,000:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

C. For projects whose total value is between \$500,000 and \$1,000,000:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND

- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of **professional services:**
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. For projects involving any form of **pollution risk or exposure, environmental hazard, asbestos or special circumstances:**
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Pollution Liability Insurance including Coverage for Asbestos Abatement:** One Million Dollars Each Occurrence;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.
- F. For **software and technology projects:**
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Cyber/Privacy Liability Insurance:** Five Million Dollars per occurrence aggregate. This insurance shall include coverage for Privacy Notification Expenses, Third Party claims including regulatory defense & payment of fines or penalties, and First Party claims including Data Recovery Costs, Cyber Extortion, and data in the care, custody and control of the insured;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Technology Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, or ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and

annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as if the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: Angela Stevens Date: 3/3/22

Print Name: Angela Stevens Title: Controller

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Ron Kim Title: Mayor City Council Approval Date: _____

City of Saratoga Springs, New York APPENDIX A All City Contracts and Agreements

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Vendor and/or Service Provider Signature: Angela Stevens Date: 3/3/22

Print Name: Angela Stevens Title: Controller

Request for Certification of Sufficient Funds

Submittal Date: 3/4/2022

The Department of PUBLIC WORKS requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

Vendor: DeNooyer Chevrolet
Project: 2022 Chevrolet 3500 Silverado

Appropriation – Current Budget Expense Org/Object/Proj(s):

	A3335012-52400	A3335122-52400
Amount Requested for Approval:	\$ 51,176.67	933.33
Current Amount Available:	\$ 52,000.00	52,000.00

Department Head Signature

3/9/22

Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:

 00CBE3FAAE9B4F8...

Commissioner of Finance

3/9/2022

Approval Date



127 Wolf Road
Albany, New York 12205
NYS DMV REG. NO. R301-0116
(518) 458-7700

Bill Asprion

Steve Gordon

SALESPERSON
SARATOGA SPRINGS CITY

BUYER'S NAME
474 BROADWAY

STREET ADDRESS
Saratoga Springs NY 12866

CITY (518) 587-3550 STATE (518) 587-3550 ZIP

RES. PHONE Barbara Maughan barbara.maughan@saratoga-springs.org BUS. PHONE

DRIVER'S LIC. NO. EMAIL ADDRESS

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT. THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

☒ NEW ☐ USED ☐ DEMO YEAR 2022 STOCK # F22075
MAKE Chevrolet MODEL Silverado 3500HD
BODY Regular Cab #8 ☒ AUTO ☐ SP. ☒ 4 WD
TYPE Regular Cab #8
BODY TRM Work Truck
COLOR Summit White
VIN 1GC3YSE74NF214534
DEL. DATE ASAP MILEAGE 12
ESTIMATED DELIVERY DATE / PLACE OF DELIVERY

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.

PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle, a taxicab, a driver education vehicle, or a rental vehicle. The vehicle was repurchased under New York "lemon laws"; returned for nonconformity of its warranty

THE TRADE

YEAR NO TRADE MAKE
MODEL BODY
COLOR TYPE
VIN MILEAGE
PLATE EXP. NEED
NO. DATE PLATES ☐

THE CLOSEOUT

BAL. OWING TO: ADDRESS
AMOUNT GOOD UNTIL WHEN CONTACTED WHOM
ACCT. PHONE
NO.

INSURANCE

INS. AGT. NEED INS. PHONE
ADDRESS
INS. CO.
POL. NO.
EFF. DATES

DEPOSITS

DEPOSIT WITH ORDER NO.
ADDITIONAL DEPOSIT
TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

* NOTICE TO USED VEHICLE BUYER: If you should be entitled to a refund pursuant to section 198-b of the NYS General Business Law, instead of returning your trade in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO

ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED CHECK ONLY.

BUYER'S SIGNATURE DATE

ACCEPTED BY Bill Asprion DATE 3/5/22

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER. SEE THE OTHER SIDE FOR ADDITIONAL TERMS.

THE PRICE

VEHICLE PRICE + \$58812.50

TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE) +

FACTORY INSTALLED EQUIPMENT +

OPTION CODE NYS BID ASSIST -\$6900.00

NYS BID # 217062/31

FAN # 856351

CK30903 1WT

INCLUDES INSTALLATION OF

FISHER 8' HD2 SNOW PLOW

W/ HALOGEN PLOW LIGHTS

DEALER INSTALLED EQUIPMENT AND SERVICES +

*NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH

F E E S . Purchaser's Initials: Date: 03/05/2022

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

TAXES AND OTHER FEES

SUBTOTAL OF VEHICLE AND OPTIONS \$51912.50

TRADE-IN ALLOWANCE -

OTHER (ITEMIZE) +

TAXABLE CASH DIFFERENCE

COUNTY Saratoga TAXES AT EXEMPT %

*TIRE FEE \$12.50

N.Y.S. INSPECTION FEE \$10.00

REGISTRATION FEES (ESTIMATE)

Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE - \$175.00

TOTAL SELLING PRICE \$52110.00

PLUS BALANCE OWING ON TRADE-IN +

NET

LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN) -

CASH DUE ON DELIVERY \$52110.00

CONTRACTOR INFORMATION

DeNooyer Chevrolet, Inc.

CONTRACTOR/COMPANY INFORMATION	
Company Name:	DeNooyer Chevrolet, Inc.
Address:	127 Wolf Rd., Albany, NY 12205
Company Website:	Denooyerchevrolet.com
Federal ID #:	14-1542904
NYS Vendor ID #:	1000006802
Contract Administrator Name:	Steve Gordon
Title:	Fleet Manager
Email:	sgordon@denooyerchevrolet.com
Phone:	518-469-8804
Toll Free Phone:	N/A
Normal Business Days/Hours	Mon-Thurs-7am-8pm, Fri-8am-6pm, Sat-8am-5pm

PAYMENT/ORDERING INFORMATION

Does Contractor offer a prompt payment discount for payments made in less than 30 days after receipt of a proper invoice? If yes, please detail the additional discounts by providing the percentage of discounts and the specific number of days within which payment must be made for the discounts to apply (for example: 2% / 15 days; 1% / 20 days).	No
Does Contractor accept the NYS Purchasing Card (see Appendix B, Purchasing Card) at no additional charge, for orders up to and including \$50,000?	No
If Contractor requires a minimum and/or maximum purchase amount for orders placed using the NYS Purchasing Card, please indicate those minimum and maximum amounts. If there is no minimum or maximum, enter "N/A".	N/A
If Contractor offers an additional discount for purchases made with the NYS Purchasing Card, enter here (%).	N/A

NYS MINIMUM DISCOUNTS

The Contractor is an authorized Dealer of the following Single OEM Vehicle(s) and/or Chassis Make(s)/Model(s) and shall offer them at the NYS Minimum Discount(s) listed below, or a greater discount, for purchases under the Contract.

Make (e.g., Ford, International, Freightliner)	Model (e.g. All Models, F-150, Bolt EV, M2-106)	NYS Minimum Discount (Minimum of 1%)
Chevrolet	All Models	2%

BODIES OFFERED

The Contractor is an authorized Dealer of the Body OEM Product Line(s) and Body Types listed below and May offer them for purchases under the Contract.

Body OEM Product Line(s) Offered (e.g., Viking, Galion, Reading)	Body Types Offered (e.g., aerial lift, ambulance, beverage, box/van, bus, concrete mixer, dump, flat bed, log, pickup, recyclable/refuse, refrigerator, service/utility, stake, sweeper, tank, tow truck, trailer)
N/A	N/A

LEASE PROVIDER INFORMATION

The Contractor also offers Lease Vehicles under the Contract, and has designated the following Lease Provider(s), which are authorized to accept Purchase Orders and Payments for leases awarded through a Vehicle Marketplace Mini-Bid. Purchase orders should reference the NYS contract number and the lease provider.

Lease Provider Information	
Legal Business Name, including DBA	Americredit Financial Services Inc. DBA GM Financial Leasing
Business Address	1111 Old Eagle School Rd.
City, State, Zip Code	Wayne, PA 19087
Federal Tax ID #	75-2439888
NYS Vendor ID	1100173358
Contact Name	Griselda Cordova
Contact Title	Dealer Representative
Contact Email	griselda.hernandez@gmfinancial.com
Contact Phone Number	214-210-3141
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE	<input type="checkbox"/> NYS Small Business Enterprise (self-identified)



CITY OF SARATOGA SPRINGS

DEPARTMENT OF PUBLIC WORKS

474 Broadway, Suite 12
Saratoga Springs, New York 12866

Telephone 518-587-3550 x2555
www.saratoga-springs.org

ANTHONY J. SCIROCCO
COMMISSIONER

JOSEPH J. O'NEILL, III
DEPUTY COMMISSIONER

MICHAEL B. VEITCH
DPW BUSINESS MANAGER

AGREEMENT FOR THE USE OF CONGRESS PARK CAROUSEL

This Agreement will serve as a confirmation of use of the Congress Park on _____ from _____ to _____
by (lessee) _____ residing at _____

Carousel Rental Rates: Seventy-five dollars (\$75.00), for a twenty (20) minute time period.

Total Time of Rental: _____ Total Rental Amount: _____ Additional Fees: _____

Total Amount Owed: _____

Activities involved with the event include the following:

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Photography Session | <input type="checkbox"/> Ride Session |
| <input type="checkbox"/> Addition to
Canfield Casino Rental | <input type="checkbox"/> Other: _____ |

During the rental period, the Lessee shall have the exclusive right to use the Carousel in any manner that the general public shall ordinarily use it during normal operating hours. Extraordinary use of the Carousel, including but not limited to commercial promotions, film making and public demonstrations, are not covered by this agreement.

**** NOTE: The carousel does not run in inclement weather at the discretion of the City.**

Rental Fees and Conditions:

Financial conditions include:

- ***Only checks are accepted. All checks pertaining to the rental of the Congress Park Carousel should be made out to the Saratoga Springs Commissioner of Finance and mailed to the Department of Public Works, 474 Broadway; Suite 12, Saratoga Springs, NY 12866.***
- The Carousel is available for rental at a fee of seventy-five dollars (\$75.00), for a **twenty (20) minute time period**. Additional twenty (20) minute increments may be leased at a rate of seventy-five dollars (\$75.00) when available.
- Payment under this agreement shall be made in full by the Lessee at the time that this agreement is submitted to the Department of Public Works for review.

Cancellation Policy:

All cancellation requests must be submitted in writing in order for a refund to be considered.

- In the event the City closes the carousel, the City will offer the Lessee a rain date.
- The Lessee may cancel this agreement at no cost up to forty-eight (48) hours prior to the rental period. **NO REFUNDS** will be given on any cancellation less than forty-eight (48) hours to the time of the event.

Insurance: It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers rental of the Carousel as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including personal injury liability insurance. The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis shall be addressed to the attention of: **Department of Public Works, City of Saratoga Springs, 474 Broadway; Suite 12; Saratoga Springs, NY 12866.** The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

Indemnification:

You the Lessee shall be financially responsible for any and all damages caused by you, your employees, your agents, licensees and/or guests which occur in the course of your rental of the Congress Park Carousel per the contracted time period. You shall be financially responsible for the professional cost of the cleanup of any spills, cuts, tears and/or bloodborne pathogen damage to the facility's fixtures, furniture, and/or landscaping that occur to the property during your rental at a cost billed to you at the time of the professional cleaning and/or repair. You the Lessee shall indemnify and hold harmless the City and its Agents and Employees, from and against all claims, damages, losses and expense (including, but not limited to attorneys' fees), arising out of or resulting from the leasing of the Congress Park Carousel, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of the Lessee or its employer/employees, agents and/or guests.

Terms and Conditions:

The Lessee shall be financially responsible for any and all damages to the Carousel that results from its use of the facility including property damage, structural damage, and personal injury by Lessee, its employees, agents, licensees or guests which occur in the course of Lessee's use of Carousel during the contracted time period. No food or beverages may be served inside the Carousel at any time.

The Lessee understands that the Carousel is an irreplaceable artifact of historical significance. Any conduct on the part of the Lessee, its Agents, Employees and/or guests that threatens to damage the Carousel in any manner shall result in the immediate termination of this rental agreement.

Guests are strictly prohibited from eating, drinking, and chewing gum while riding the Carousel.

ALCOHOL IS STRICTLY PROHIBITED

The Carousel is a SMOKE FREE BUILDING. Smoking within the Carousel is strictly prohibited. In addition, there shall be no smoking within a twenty (20) feet perimeter of the building.

Use of Fire and Open Flames:

No fire or flame shall be permitted for any function held in the Carousel unless and until the request for fire or flame has been submitted to the City of Saratoga Springs Fire Chief or Fire Inspection and has received prior written approval. In addition and not in limitation of any other provision contained herein, my organization and I agree to completely comply with the provisions of the New York State Uniform Fire Prevention and Building Code and with all other local, state and federal laws and regulations. Nothing in this Agreement shall be construed as to limit or excuse our responsibilities to determine whether the proposed activity on the premises complies with the applicable laws and regulations.

Compliance with Federal and State Regulations:

The Lessee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement. Every person has a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, you the Lessee are required to have a sexual harassment prevention policy in place. This policy applies to all your employees, paid or unpaid interns and non-employees in your workplace, regardless of immigration status.

Venue:

The City and the Lessee hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.

Nothing in this Agreement shall be construed as to limit or excuse Lessee's responsibilities to determine whether the proposed activity on the premises complies with the applicable laws and regulations.

The Department of Public Works reserves the right change the area of an event due to a conflict.

This Agreement must be signed by you the Lessee and returned to the Department of Public Works. You as the Lessee understand that this Agreement shall not take effect until it has been signed and returned and approved by the Department of Public Works. Final approval will not be given to this agreement until such time as the City is in possession of all necessary insurance and permit supporting documentation.

All checks should be made out to the Saratoga Springs Commissioner of Finance.

Please sign and return to:

Department of Public Works, 474 Broadway; Suite 12; Saratoga Springs, NY 12866.

Attention: Mary Maher

Print Name: _____

Signature: _____

Address: _____

Telephone/Cell: _____

Email: _____

FOR DEPARTMENT USE ONLY

DEPARTMENT ACTION: ☐ APPROVED ☐ DISAPPROVED BY: _____

DEPARTMENT HEAD: _____ TITLE: _____ DATE: _____

INSURANCE REQUIRED: ☐ YES ☐ NO INSURANCE NAIC #: _____

REMARKS: _____

FEE FOR USAGE: _____ AMOUNT CHARGED: _____

PAYMENT RECEIVED: _____ CHECK #: _____ DATE OF DEPOSIT: _____



CITY OF SARATOGA SPRINGS

DEPARTMENT OF PUBLIC WORKS

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JOSEPH J. O'NEILL, III
DEPUTY COMMISSIONER

MICHAEL B. VEITCH
DPW BUSINESS MANAGER

RENTAL AGREEMENT FOR THE CANFIELD CASINO

This Agreement will serve as a confirmation of use of the Canfield Casino on _____

by (lessee) _____ residing at _____

Name of Event: _____

Description of Event: _____

Date of Event: _____ Event Hours: _____ Start Time: _____

Canfield Casino Rental Rates: Please see attached Fee Table for approved Department of Public Works rates and fees.

Rental Fee (Circle One): City Resident Non-City Resident Non-Profit Convention Luncheon

Add-Ons:

Indoor Ceremony without rental (\$400.00)	Yes	No	Wedding Rehearsal (M-F 7am-3pm) (\$0.00)	Yes	No
Indoor Ceremony with rental (\$250.00)	Yes	No	Wedding Rehearsal after 3:00pm (\$250.00)	Yes	No
Outdoor Ceremony (\$0.00)	Yes	No	Kitchen (\$375.00 / non-profit: \$275.00)	Yes	No
			Carousel Photo Session (\$75.00)	Yes	No
Location: _____			Chiavari Chair Rental (\$7.00 each)	Yes	No

Number of Chairs: _____

Total Rental Amount: _____ Total Additional Fees: _____ Total Amount Owed: _____

During the rental period, the Lessee shall have exclusive use of the designated areas of the Canfield Casino for five (5) hours. These designated areas may include: the ballroom, the parlor, the bar, kitchen, the dressing room and restrooms. An indoor ceremony may be added which will add an additional one (1) hour to the rental time. There will be a City staff member in the building through the entire duration of the rental. The building will be made available for an additional four (4) hours prior to the event for set-up purposes. If additional time is needed exceeding the four (4) hours setup time, the Lessee will be billed at DPW labor rates. There is a designated parking area that may be utilized during the event. Exclusive use of this parking area must be arranged ahead of time with City staff.

Rental Fees and Conditions:**Financial conditions include:**

- **Only checks are accepted. All checks pertaining to the rental of the Canfield Casino should be made out to the Saratoga Springs Commissioner of Finance and mailed to the Department of Public Works, 474 Broadway; Suite 12, Saratoga Springs, NY 12866.**
- A non-refundable deposit of Five Hundred Dollars (\$500 is required for the purpose of reserving said rental date of the Canfield Casino. The balance of the rental fee is due two (2) months prior to the reserved date or the agreement will be voided.
- Luncheon rental requires a non-refundable deposit of two hundred fifty dollars (\$250) to reserve rental date at the Canfield Casino. The balance of the rental fee is due one (1) month prior to the reserved date or the agreement will be voided.
- Any wedding rehearsals held outside of the normal business hours of the Canfield Casino Monday through Friday 7:00AM-3:00 PM must be approved in advance by the Department of Public Works and a charge of Two Hundred Fifty Dollars (\$250) must be paid prior to rehearsal.
- You the Lessee, your invitees, employees, agents and guests may remain on the leased premises past the expiration time as contracted upon further agreement with the City of Saratoga Springs for the sum of Two Hundred Fifty Dollars (\$250.00) for each hour or part thereof past the contracted expiration time which may not exceed Twelve O'clock Midnight. Payment must be made at the time of the extension.
- You, the Lessee or your caterer may use the kitchen facilities including the dishwasher, icemaker, walk-in cooler and trash removal for an additional charge of Three Hundred Seventy-five Dollars (\$375.00).
- As required by the State Liquor Authority of New York State, a Caterer's permit (SLA 200-15) must be obtained and posted at the function you have contracted for at Canfield Casino.

Cancellation Policy:

All cancellation requests must be submitted in writing in order for a refund to be considered.

- Deposit is refundable if the date is re-booked. Refunds will be given to the lessee at the following rate upon cancellation of the event:
 - 90 or more days prior to event date, a 100% refund will be issued.
 - 30 to 89 days prior to event date, a 50% refund will be issued.
 - 15 to 29 days prior to event date, a 25% refund will be issued.
 - 0 to 14 days prior to event date, no refund will be issued.
- When a refund request does not fall within the above policy it will be at the discretion of the Commissioner of Public Works whether a refund will be made.

Equipment:

- The City will make available upholstered banquet chairs and tables for the event. Please see attached List of Equipment for details.
- **Upgrade:** Chiavari chairs are available for rental at a fee of \$7.00 per chair. An additional payment amount is required two (2) months prior to the reserved date or chiavari chair rental will be voided.
- **Sound and Light System:** Please see attached List of Equipment for details.
- **Installation and Breakdown:** Tables and chairs are made available in designated area described by casino staff. The lessee is responsible for setting up tables and chairs. The lessee is responsible for leaving tables and chairs stacked neatly after the event in the designated area described by casino staff, unless arranged ahead of time with the City.
- **Use:** All equipment is to be used for its intended purpose. Use of the equipment for any other purpose than intended use may result in injury to persons, property, or death. Nothing can be installed, attached or secured on the Casino equipment without prior approval. This is for your protection. If serious damage occurs, charges will apply.
- **Damage & Missing Equipment:** Responsibility of all items will remain with the Lessee from the time of receipt to the time of return. The City will charge a replacement fee to the Lessee for missing, broken or damaged items, which will be due no later than 30 days of date on invoice.

Facility conditions include:

- No decorations of any kind may be used in, around or on top of the entry or egress or stairways.
- Smoke and fog machines are strictly prohibited anywhere in or around the premises.
- Fireworks and sparklers are strictly prohibited.
- The use of adhesives on fixtures, moldings, carpeting, flooring and ceilings are strictly prohibited.
- No one other than the DJ or band members is allowed on stage.
- No decorative pipe, draping or decorations over eight (8) feet in height is allowed.
- No fixtures or furniture may be moved or removed without permission.
- The throwing of rice, confetti or similar material and the use of any type of balloon or balloons is strictly prohibited inside and outside of the Canfield Casino.
- Appointments must be scheduled in advance for visits to the Canfield Casino outside the contracted times as outlined herein.

Caterer Requirements:**Contact Information:**

Caterer: _____

Caterer Phone/Email: _____

Requirements:

- You the Lessee and your caterer shall be responsible for the procurement of a NYS Department of Health and NYS Liquor Authority Liquor License or permit . Name of Caterer and Time of Reception must be included on the license.
- *You the Lessee shall be responsible for procuring the Certificate of Insurance for the Caterer as follows. The Caterer must furnish a Certificate of Insurance naming the City of Saratoga Springs as an **Additional Insured on a Primary and Non-contributory Basis** for One Million (\$1,000,000) Dollars of per occurrence with a Two Million Dollar (\$2,000,000) Aggregate Commercial General Liability Insurance Coverage including personal injury liability and a **minimum of Five Hundred Thousand Dollars (\$500,000) in Liquor Liability**. The Caterer must show proof of Commercial Automobile Insurance in the Amount of One Million Dollars (\$1,000,000) Combined Single Limit for all owned, non-owned and hired vehicles. The insurance must be from a duly licensed insurance company authorized to transact business within New York State. The Certificate of Insurance must state the date and times of the function at the Canfield Casino. The Caterer's Certificate of Insurance must be provided thirty (30) days prior to the lease date of the Canfield Casino. Your failure to obtain the necessary Caterer's insurance and necessary permits will result in the immediate termination of this agreement.*

The Canfield Casino is a SMOKE FREE BUILDING. Smoking within the Canfield Casino is strictly prohibited. In addition, there shall be no smoking within a fifty (50) feet perimeter of the building.

Use of Flammable Materials, Fire and Open Flames:

- Only flameless candles may be used in the parlor area.
- No interior or exterior luminaries are permitted whatsoever in or within fifty (50) feet of the exterior
- No flammable decorating materials of any kind may be utilized in decorating for your event
- No open fire or flame shall be permitted for any function held at Canfield Casino
- The use of candelabras are strictly prohibited
- Sterno containers used in conjunction with food service warming equipment are allowed

Any special request for flame or fire outside the definition of fire or flame herein listed must be submitted to the City of Saratoga Springs Fire Chief or Fire Inspector for prior written approval. You the Lessee agree to keep any such fire, flame or burning activity closely supervised at all times. In addition and not in limitation of any other provision contained herein, you the Lessee agree to completely comply with the provisions of the New York State Uniform Fire Prevention and Building Code and with all other local, state and federal laws and regulations. Nothing in this Agreement shall be construed as to limit or excuse Lessee's responsibilities to determine whether the proposed activity on the premises complies with the applicable laws and regulations.

Insurance:

The City of Saratoga Springs requires a Certificate of Insurance naming the City of Saratoga Springs as an

Additional Insured on a Primary and Non-contributory Basis evidencing the following coverages:

- Commercial General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate including personal injury AND
- Statutory Workers Compensation and Employer's Liability Insurance for all employees (Please note that for this coverage per NYS Law, the City of Saratoga Springs shall not be named as an Additional Insured.)

Certificates of Insurance should be addressed to the attention of: Department of Public Works, City of Saratoga Springs, 474 Broadway, Suite 12; Saratoga Springs, NY 12866. The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City. The Lessee is to provide the City with a Certificate of Insurance naming the City as ***Additional Insured on a primary and non-contributory basis*** prior to the use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.

Indemnification:

You the Lessee shall be financially responsible for any and all damages caused by you, your caterer, your decorator/designer, your band, your employees, your agents, licensees and/or guests which occur in the course of your rental of the Canfield Casino per the contracted time period. You shall be financially responsible for the professional cost of the cleanup of any spills, cuts, tears and/or bloodborne pathogen damage to the facility's fixtures, furniture, flooring and/or drapes that occur to the facility during your rental at a cost billed to you at the time of the professional cleaning. You the Lessee shall indemnify and hold harmless the City and its Agents and Employees, from and against all claims, damages, losses and expense (including, but not limited to attorneys' fees), arising out of or resulting from the leasing of the Canfield Casino, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of the Lessee or its employer/employees, caterer, band, agents and/or subcontractors.

Safety:

The City specifically reserves the right to suspend or terminate Lessee's privileges under this Agreement whenever Lessee, and/or Lessee's volunteers, employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Lessee's volunteers, patrons, employees, or subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Lessee. If the Lessee fails to cure the identified defect(s), the City shall have the right to immediately terminate this Agreement.

Pandemic Operations Plan:

The Lessee shall be responsible, in addition to adhering to the specifics defined within this agreement, to conduct activities in accordance with the rules, guidelines, procedures, and policies set by the CDC and State of New York in regards to the COVID-19 pandemic. The Lessee is responsible to regularly review CDC and the State of New York guidelines and adhere to any changes provided by either the CDC and/or State of New York.

Compliance with Federal and State Regulations:

The Lessee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement. Every person has a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, you the Lessee are required to have a sexual harassment prevention policy in place. This policy applies to all your employees, paid or unpaid interns and non-employees in your workplace, regardless of immigration status.

Venue:

The City and the Lessee hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.

Nothing in this Agreement shall be construed as to limit or excuse Lessee's responsibilities to determine whether the proposed activity on the premises complies with the applicable laws and regulations.

The Department of Public Works reserves the right change the area of an event due to a conflict.

This Agreement must be signed by you the Lessee and returned to the Department of Public Works. You as the Lessee understand that this Agreement shall not take effect until it has been signed and returned and approved by the Department of Public Works. Final approval will not be given to this agreement until such time as the City is in possession of all necessary insurance and permit supporting documentation.

**EXECUTED AGREEMENT, CATERER INFORMATION, CERTIFICATE OF INSURANCE
AND FINAL PAYMENTS ARE DUE NO LATER THAN 2 MONTHS PRIOR TO RESERVED
DATE.**

Please sign and return to:

Department of Public Works, 474 Broadway; Suite 12; Saratoga Springs, NY 12866.

Attention: Mary Maher

Print Name: _____

Signature: _____

Address: _____

Telephone/Cell: _____

Email: _____

FOR DEPARTMENT USE ONLY

DEPARTMENT ACTION: ☐ APPROVED ☐ DISAPPROVED BY: _____

DEPARTMENT HEAD: _____ TITLE: _____ DATE: _____

INSURANCE REQUIRED: ☐ YES ☐ NO INSURANCE NAIC #: _____

REMARKS: _____

FEE FOR USAGE: _____ AMOUNT CHARGED: _____

PAYMENT RECEIVED: _____ CHECK #: _____ DATE OF DEPOSIT: _____



CITY OF SARATOGA SPRINGS

DEPARTMENT OF PUBLIC WORKS

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COMMISSIONER

JOSEPH J. O'NEILL, III
DEPUTY COMMISSIONER

MICHAEL B. VEITCH
DPW BUSINESS MANAGER

AGREEMENT FOR THE USE OF CONGRESS PARK

This Agreement will serve as a confirmation of use of the Congress Park on _____

by (lessee) _____ residing at _____

Name of Event: _____

Description of Event: _____

Area of Event: _____

Date of Event: _____ Event Hours: _____

Set Up: _____ Break Down: _____

Anticipated Attendance: _____

Activities involved with the event include the following:

Will any structure be erected?	Yes	No	Will the event be open to the public? **	Yes	No
Describe: _____			If Yes, please proceed to questions below:		
Will there be any items brought in?	Yes	No	Will there be vendors? *	Yes	No
Describe Items: _____			Will food or refreshments be sold?*	Yes	No
Will any meetings/classes be held?	Yes	No	Will the event include a run/walk?	Yes	No
Will any ceremonies be performed?	Yes	No	Will there be a parade/procession?	Yes	No
Will there be performers?	Yes	No	Will there be a protest/demonstration?	Yes	No
Will musical instruments be used?	Yes	No	Will the event be advertised?	Yes	No
Will audio equipment be used?	Yes	No	Will attendees be charged a fee?	Yes	No
Will the event be catered?	Yes	No	If Yes, Fee Amount: \$ _____		
Caterer Name: _____					
Caterer Phone/Email: _____					

Please note: There is no electricity offered in Congress Park

*Vendor Fee of \$750.00 applies. **Checks must be made payable to the Commissioner of Finance.**

**A Special Events Permit or Demonstration Permit may be needed from the City Clerk in the Department of Accounts in City Hall for any Public Assembly you may be holding. You and/or your organization will be responsible for calling the City Clerk prior to the completion of this agreement. The City Clerk may be reached at (518) 587-3550, extensions 2548 or 2546.

Events consisting of ten (10) or more attendees qualify for rental of areas within Congress Park. During the rental period, the Lessee shall have exclusive use of the designated area (depicted above in "Area of Event"). Exclusive use is limited to the designated area, this does not extend to restrooms, parking areas, etc. All restrooms or other amenities will be available only as weather and/or maintenance permits. The park is open from dawn until dusk. Please be sure to have all personal property removed prior to park closing. The City is not responsible to move any furniture (ex: picnic tables) for the event. It is the responsibility of the Lessee to return any furniture back to its location prior to rental.

Insurance:

The City of Saratoga Springs requires a Certificate of Insurance naming the City of Saratoga Springs as an ***Additional Insured on a Primary and Non-contributory Basis*** evidencing the following coverages:

- Commercial General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate including personal injury AND
- Statutory Workers Compensation and Employer's Liability Insurance for all employees (Please note that for this coverage per NYS Law, the City of Saratoga Springs shall not be named as an Additional Insured.)

Certificates of Insurance should be addressed to the attention of: Department of Public Works, City of Saratoga Springs, 474 Broadway, Suite 12; Saratoga Springs, NY 12866. The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City. The Lessee is to provide the City with a Certificate of Insurance naming the City as ***Additional Insured on a primary and non-contributory basis*** prior to the use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.

Indemnification:

You the Lessee shall be financially responsible for any and all damages caused by you, your caterer, your decorator/designer, your band, your employees, your agents, licensees and/or guests which occur in the course of your rental of the Congress Park per the contracted time period. You shall be financially responsible for the professional cost of the cleanup of any spills, cuts, tears and/or bloodborne pathogen damage to the facility's fixtures, furniture, and/or landscaping that occur to the property during your rental at a cost billed to you at the time of the professional cleaning and/or repair. You the Lessee shall indemnify and hold harmless the City and its Agents and Employees, from and against all claims, damages, losses and expense (including, but not limited to attorneys' fees), arising out of or resulting from the leasing of the Congress Park, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of the Lessee or its employer/ employees, caterer, band, agents, guests and/or subcontractors.

Terms and Conditions:

I, my organization, its agents and/or assignees shall be responsible for any and all damages caused by me, my organization, its employees, our agents, licensees or guests which occur in the course of my use of Congress Park per the contracted time period.

Use of Fire and Open Flames:

No fire or flame shall be permitted for any function held in Congress Park unless and until the request for fire or flame has been submitted to the City of Saratoga Springs Fire Chief or Fire Inspection and has received prior written approval. In addition and not in limitation of any other provision contained herein, my organization and I agree to completely comply with the provisions of the New York State Uniform Fire Prevention and Building Code and with all other local, state and federal laws and regulations. Nothing in this Agreement shall be construed as to limit or excuse our responsibilities to determine whether the proposed activity on the premises complies with the applicable laws and regulations.

ALCOHOL IS STRICTLY PROHIBITED

Safety:

The City specifically reserves the right to suspend or terminate Lessee's privileges under this Agreement whenever Lessee, and/or Lessee's volunteers, employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Lessee's volunteers, patrons, employees, or subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Lessee. If the Lessee fails to cure the identified defect(s), the City shall have the right to immediately terminate this Agreement.

Compliance with Federal and State Regulations:

The Lessee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement. Every person has a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, you the Lessee are required to have a sexual harassment prevention policy in place. This policy applies to all your employees, paid or unpaid interns and non-employees in your workplace, regardless of immigration status.

Venue:

The City and the Lessee hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.

Nothing in this Agreement shall be construed as to limit or excuse Lessee's responsibilities to determine whether the proposed activity on the premises complies with the applicable laws and regulations.

The Department of Public Works reserves the right change the area of an event due to a conflict.

This Agreement must be signed by you the Lessee and returned to the Department of Public Works. You as the Lessee understand that this Agreement shall not take effect until it has been signed and returned and approved by the Department of Public Works. Final approval will not be given to this agreement until such time as the City is in possession of all necessary insurance and permit supporting documentation.

Please sign and return to:

**Department of Public Works, 474 Broadway; Suite 12; Saratoga Springs, NY 12866.
Attention: Mary Maher**

Print Name: _____

Signature: _____

Address: _____

Telephone/Cell: _____

Email: _____

FOR DEPARTMENT USE ONLY

DEPARTMENT ACTION: ☐ APPROVED ☐ DISAPPROVED BY: _____

DEPARTMENT HEAD: _____ TITLE: _____ DATE: _____

INSURANCE REQUIRED: ☐ YES ☐ NO INSURANCE NAIC #: _____

REMARKS: _____

FEE FOR USAGE: _____ AMOUNT CHARGED: _____

PAYMENT RECEIVED: _____ CHECK #: _____ DATE OF DEPOSIT: _____



CITY OF SARATOGA SPRINGS

DEPARTMENT OF PUBLIC WORKS

474 Broadway, Suite 12
Saratoga Springs, New York 12866

Telephone 518-587-3550 x2555
www.saratoga-springs.org

ANTHONY J. SCIROCCO
COMMISSIONER

JOSEPH J. O'NEILL, III
DEPUTY COMMISSIONER

MICHAEL B. VEITCH
DPW BUSINESS MANAGER

AGREEMENT FOR THE USE OF HIGH ROCK PARK

This Agreement will serve as a confirmation of use of the High Rock Park on _____

by (lessee) _____ residing at _____

Name of Event: _____

Description of Event: _____

Date of Event: _____ Event Hours: _____

Set Up: _____ Break Down: _____

Anticipated Attendance: _____

High Rock Pavilion Rental rates: two hundred and fifty dollars (\$250. 00) for four (4) hours or four hundred dollars (\$400.00) for eight (8) hours.

Total Hours of Rental: _____ Total Rental Amount: _____ Additional Fees: _____

Total Amount Owed: _____

Checks must be made payable to the Commissioner of Finance.

Activities involved with the event include the following:

Will any structure be erected?	Yes	No	Will the event be open to the public? **	Yes	No
Describe: _____			If Yes, please proceed to questions below:		
Will there be any items brought in?	Yes	No	Will there be vendors?	Yes	No
Describe Items: _____			Will food or refreshments be sold?	Yes	No
Will any meetings/classes be held?	Yes	No	Will the event include a run/walk?	Yes	No
Will any ceremonies be performed?	Yes	No	Will there be a parade/procession?	Yes	No
Will there be performers?	Yes	No	Will there be a protest/demonstration?	Yes	No
Will musical instruments be used?	Yes	No	Will the event be advertised?	Yes	No
Will audio equipment be used?	Yes	No	Will attendees be charged a fee?	Yes	No
Will the event be catered?	Yes	No	If Yes, Fee Amount: \$ _____		
Caterer	Nat	Yes	No		

Caterer Phone/Email: _____

****A Special Events Permit may be needed from the City Clerk in the Department of Accounts in City Hall for any Public Assembly you may be holding. You and/or your organization will be responsible for calling the City Clerk prior to the completion of this agreement. The City Clerk may be reached at (518) 587-3550, extensions 2548 or 2546.**

High Rock Park has three (3) large pavilions that are available for rent for private functions. A rental fee of two hundred and fifty dollars (\$250. 00) for four (4) hours or four hundred dollars (\$400.00) for eight (8) hours is required to have exclusive use of the High Rock pavilions. Each pavilion has electrical access, each with a 20 amp limit. The bathrooms will be unlocked and available for the duration of the event (depicted above in “Event Hours”). Exclusive use is limited to the designated area, this does not extend to restrooms, parking areas, etc. All restrooms or other amenities will be available only as weather and/or maintenance permits. The park is open from dawn until dusk. Please be sure to have all personal property removed prior to park closing. The City is not responsible to move any furniture (ex: picnic tables) for the event. It is the responsibility of the Lessee to return any furniture back to its location prior to rental.

Insurance:

The City of Saratoga Springs requires a Certificate of Insurance naming the City of Saratoga Springs as an ***Additional Insured on a Primary and Non-contributory Basis*** evidencing the following coverages:

- Commercial General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate including personal injury AND
- Statutory Workers Compensation and Employer’s Liability Insurance for all employees (Please note that for this coverage per NYS Law, the City of Saratoga Springs shall not be named as an Additional Insured.)

Certificates of Insurance should be addressed to the attention of: Department of Public Works, City of Saratoga Springs, 474 Broadway, Suite 12; Saratoga Springs, NY 12866. The insurance must be from an insurer that has an A.M. Best Rating of “A-” or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City. The Lessee is to provide the City with a Certificate of Insurance naming the City as ***Additional Insured on a primary and non-contributory basis*** prior to the use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.

Caterer Requirements as Applicable:

Contact Information:

Caterer: _____

Caterer Phone/Email: _____

Caterer Insurance and Licensing Requirements:

- You the Lessee and your caterer shall be responsible for the procurement of a NYS Department of Health and NYS Liquor Authority Liquor License or permit. Name of Caterer and Time of Reception must be included on the license.
- *You the Lessee shall be responsible for procuring the Certificate of Insurance for the Caterer as follows. The Caterer must furnish a Certificate of Insurance naming the City of Saratoga Springs as an ***Additional Insured on a Primary and Non-contributory Basis*** for One Million (\$1,000,000) Dollars of per occurrence with a Two Million Dollar (\$2,000,000) Aggregate Commercial General Liability Insurance Coverage including personal injury liability and a ***minimum of Five Hundred Thousand Dollars (\$500,000) in Liquor Liability***. The Caterer must show proof of Commercial Automobile Insurance in the Amount of One Million Dollars (\$1,000,000) Combined Single Limit for all owned, non-owned and hired vehicles.*

The insurance must be from a duly licensed insurance company authorized to transact business within New York State. The Certificate of Insurance must state the date and times of the function at the High Rock Park Complex. The Caterer’s Certificate of Insurance must be provided thirty (30) days prior to the lease date of the High Rock Park Complex. Your failure to obtain the necessary Caterer’s insurance and necessary permits will result in the immediate termination of this agreement.

Indemnification:

You the Lessee shall be financially responsible for any and all damages caused by you, your caterer, your decorator/designer, your band, your employees, your agents, licensees and/or guests which occur in the course of your rental of the High Rock Park per the contracted time period. You shall be financially responsible for the professional cost of the cleanup of any spills, cuts, tears and/or bloodborne pathogen damage to the facility's fixtures, furniture, and/or landscaping that occur to the property during your rental at a cost billed to you at the time of the professional cleaning and/or repair. You the Lessee shall indemnify and hold harmless the City and its Agents and Employees, from and against all claims, damages, losses and expense (including, but not limited to attorneys' fees), arising out of or resulting from the leasing of the High Rock Park, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of the Lessee or its employer/ employees, caterer, band, agents, guests and/or subcontractors.

Terms and Conditions:

I, my organization, its agents and/or assignees shall be responsible for any and all damages caused by me, my organization, its employees, our agents, licensees or guests which occur in the course of my use of High Rock Park per the contracted time period.

Use of Fire and Open Flames:

No fire or flame shall be permitted for any function held in High Rock Park unless and until the request for fire or flame has been submitted to the City of Saratoga Springs Fire Chief or Fire Inspection and has received prior written approval. In addition and not in limitation of any other provision contained herein, my organization and I agree to completely comply with the provisions of the New York State Uniform Fire Prevention and Building Code and with all other local, state and federal laws and regulations. Nothing in this Agreement shall be construed as to limit or excuse our responsibilities to determine whether the proposed activity on the premises complies with the applicable laws and regulations.

ALCOHOL IS STRICTLY PROHIBITED**Safety:**

The City specifically reserves the right to suspend or terminate Lessee's privileges under this Agreement whenever Lessee, and/or Lessee's volunteers, employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Lessee's volunteers, patrons, employees, or subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Lessee. If the Lessee fails to cure the identified defect(s), the City shall have the right to immediately terminate this Agreement.

Compliance with Federal and State Regulations: The Lessee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement. Every person has a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, you the Lessee are required to have a sexual harassment prevention policy in place. This policy applies to all your employees, paid or unpaid interns and non-employees in your workplace, regardless of immigration status.

Venue: The City and the Lessee hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.

Nothing in this Agreement shall be construed as to limit or excuse Lessee's responsibilities to determine whether the proposed activity on the premises complies with the applicable laws and regulations.

The Department of Public Works reserves the right change the area of an event due to a conflict.

This Agreement must be signed by you the Lessee and returned to the Department of Public Works. You as the Lessee understand that this Agreement shall not take effect until it has been signed and returned and approved by the Department of Public Works. Final approval will not be given to this agreement until such time as the City is in possession of all necessary insurance and permit supporting documentation.

Please sign and return to:

Department of Public Works, 474 Broadway; Suite 12; Saratoga Springs, NY 12866.

Attention: Mary Maher

Print Name: _____

Signature: _____

Address: _____

Telephone/Cell: _____

Email: _____

FOR DEPARTMENT USE ONLY

DEPARTMENT ACTION: ☐ APPROVED ☐ DISAPPROVED BY: _____

DEPARTMENT HEAD: _____ TITLE: _____ DATE: _____

INSURANCE REQUIRED: ☐ YES ☐ NO INSURANCE NAIC #: _____

REMARKS: _____

FEE FOR USAGE: _____ AMOUNT CHARGED: _____

PAYMENT RECEIVED: _____ CHECK #: _____ DATE OF DEPOSIT: _____



CITY OF SARATOGA SPRINGS

DEPARTMENT OF PUBLIC WORKS

474 Broadway, Suite 12
Saratoga Springs, New York 12866

Telephone 518-587-3550 x2555
www.saratoga-springs.org

ANTHONY J. SCIROCCO
COMMISSIONER

JOSEPH J. O'NEILL, III
DEPUTY COMMISSIONER

MICHAEL B. VEITCH
DPW BUSINESS MANAGER

RENTAL AGREEMENT FOR THE SARATOGA MUSIC HALL

This Agreement will serve as a confirmation of use of the Saratoga Springs Music Hall on _____
by (lessee) _____ residing at _____
Name of Event: _____
Description of Event: _____
Date(s) and Hours of Event: _____
Set Up: _____ Break Down: _____
Anticipated Attendance: _____

Saratoga Music Hall Rental rates: Please see attached Fee Table for approved Department of Public Works hourly rates and fees.

Total Hours of Rental: _____ Total Labor Hours: _____

Total Rental Amount: _____ Total Additional Fees: _____

Total Amount Owed: _____

Set Up Requests: Tables: _____ Chairs: _____ Garbage Cans: _____

During the rental period, the Lessee shall have exclusive use of the designated areas of the Music Hall for the duration of the event (depicted above in "Total Hours of Rental"). These designated areas may include: the lobby, concession area, house (audience area), stage, backstage with dressing room, and sound booth. Exclusive use is limited to the designated area, this does not extend to restrooms, parking areas, etc. There will be a City staff member in the building through the entire duration of the rental.

Rental Fees and Conditions:

Financial conditions include:

- *Only checks are accepted. All checks pertaining to the rental of the Saratoga Music Hall should be made out to the Saratoga Springs Commissioner of Finance and mailed to the Department of Public Works, 474 Broadway, Suite 12, Saratoga Springs, NY 12866.*
- A fifty percent (50%) non-refundable deposit of is required to reserve the Music Hall within 30 days of receipt of the contract. The balance of the rental fee of is due two weeks prior to the reserved date or the agreement will be voided.
- Any event held outside of the normal business hours of City Hall must be approved in advance by the Department of Public Works and a separate labor fee will be required. An hourly labor fee (see attached fee table) will be charged to you, the lessee for each hour that you occupy the Saratoga Music Hall during those hours. The additional amount is required two weeks prior to your reserved date or no later than 30 days after date of invoice.
- As required by the State Liquor Authority of New York State, a Temporary Beer, Wine and Cider Permit or Caterer's permit (SLA 200-15) must be obtained and posted at the function you have contracted for at The Music Hall.

Cancellation Policy:

All cancellation requests must be submitted in writing in order for a refund to be considered.

- Deposit is refundable if the date is re-booked. Refunds will be given to the lessee at the following rate upon cancellation of the event:
 - 90 or more days prior to event date, a 100% refund will be issued.
 - 30 to 89 days prior to event date, a 50% refund will be issued.
 - 15 to 29 days prior to event date, a 25% refund will be issued.
 - 0 to 14 days prior to event date, no refund will be issued.
- When a refund request does not fall within the above policy it will be at the discretion of the Commissioner of Public Works whether a refund will be made.

Equipment:

- The City will make available chairs and tables for the event. Please see attached List of Equipment for details.
- **Sound and Light:** Please see attached List of Equipment for details. The City must be consulted when utilizing any sound or light equipment requiring more than a simple connection to an electrical outlet. The City reserves the right to deny the use of any lighting or electrical power request that may jeopardize the Saratoga Music Hall and City Hall in any way or form. Any augmentation to the Saratoga Music Hall's primary electrical system shall require the prior written approval of the City.
- **Installation and Breakdown:** Tables and chairs are made available in designated area described by City staff. The lessee is responsible for setting up tables and chairs unless arranged ahead of time with the City. The lessee is responsible for leaving tables and chairs stacked neatly after the event and in the designated area described by City staff, unless arranged ahead of time with the City.
- **Use:** All equipment is to be used for its intended purpose. Use of the equipment for any other purpose than intended use may result in injury to persons, property, or death. Nothing can be installed, attached or secured on the Music Hall equipment without prior approval. This is for your protection. If serious damage occurs, charges will apply.
- **Damage & Missing Equipment:** Responsibility of all items will remain with the Lessee from the time of receipt to the time of return. The City will charge a replacement fee to the Lessee for missing, broken or damaged items, which will be due no later than 30 days of date on invoice.
- **Concessions:** The City shall allow concessions to be operated by you the Lessee without any commission fees paid to the City. There are no cooking facilities within the Saratoga Music Hall. All meals must be pre-cooked and brought into the Saratoga Music Hall in warming ovens.

Facility conditions include:

- No decorations of any kind may be used in, around or on top of the entry or egress or stairways.
- Smoke and fog machines are strictly prohibited anywhere in or around the premises.
- The use of adhesives on fixtures, moldings, carpeting, flooring and ceilings are strictly prohibited.
- One entrance shall be provided for admission with the Lessee required to provide ticket takers and ushers.
- No decorative pipe, draping or decorations over eight (8) feet in height is allowed.
- No fixtures may be moved or removed without permission.
- The throwing of rice, confetti or similar material and the use of any type of balloon or balloons is strictly prohibited inside and outside of the Music Hall.
- Appointments must be scheduled in advance for visits to the Music Hall outside the contracted times as outlined herein.

Security and Maintenance:

You the Lessee shall be responsible for the hiring and presence of a private security person to be on hand for your scheduled event at your expense. The City shall provide a maintenance person for the length of your leased event to be billed at your expense to provide assistance for the event including maintenance and pedestrian assistance.

Caterer Requirements:**Contact Information:**

Caterer: _____

Caterer Phone/Email: _____

Caterer Insurance and Licensing Requirements:

- You the Lessee and your caterer shall be responsible for the procurement of a NYS Department of Health and NYS Liquor Authority Liquor License or permit. Name of Caterer and Time of Reception must be included on the license.
- *You the Lessee shall be responsible for procuring the Certificate of Insurance for the Caterer as follows. The Caterer must furnish a Certificate of Insurance naming the City of Saratoga Springs as an **Additional Insured on a Primary and Non-contributory Basis** for One Million (\$1,000,000) Dollars of per occurrence with a Two Million Dollar (\$2,000,000) Aggregate Commercial General Liability Insurance Coverage including personal injury liability and a **minimum of Five Hundred Thousand Dollars (\$500,000) in Liquor Liability**. The Caterer must show proof of Commercial Automobile Insurance in the Amount of One Million Dollars (\$1,000,000) Combined Single Limit for all owned, non-owned and hired vehicles.*

The insurance must be from a duly licensed insurance company authorized to transact business within New York State. The Certificate of Insurance must state the date and times of the function at the Saratoga Music Hall. The Caterer's Certificate of Insurance must be provided thirty (30) days prior to the lease date of the Saratoga Music Hall. Your failure to obtain the necessary Caterer's insurance and necessary permits will result in the immediate termination of this agreement.

City Hall is a SMOKE FREE BUILDING. Smoking within City Hall is strictly prohibited. In addition, there shall be no smoking within a fifty (50) feet perimeter of the building.

Fire Protection:

At no time shall the City allow any open flame including candles to be utilized within the leased space. City Hall is a SMOKE FREE BUILDING. Smoking within the Saratoga Music Hall and City Hall in its entirety is strictly prohibited. Prior to any performance before an audience, an announcement shall be made by Lessee identifying all exits at the rear of the hall and near the stage. The announcement should also inform attendees to the event that the elevator may not be used if an evacuation takes place.

Insurance:

The City of Saratoga Springs requires a Certificate of Insurance naming the City of Saratoga Springs as an ***Additional Insured on a Primary and Non-contributory Basis*** evidencing the following coverages:

- Commercial General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate including personal injury AND
- Statutory Workers Compensation and Employer's Liability Insurance for all employees (Please note that for this coverage per NYS Law, the City of Saratoga Springs shall not be named as an Additional Insured.)

Certificates of Insurance should be addressed to the attention of: Department of Public Works, City of Saratoga Springs, 474 Broadway, Suite 12; Saratoga Springs, NY 12866. The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City. The Lessee is to provide the City with a Certificate of Insurance naming the City as ***Additional Insured on a primary and non-contributory basis*** prior to the use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.

Indemnification:

You the Lessee shall be financially responsible for any and all damages caused by you, your caterer, your decorator/designer, your band, your employees, your agents, licensees and/or guests which occur in the course of your rental of the Music Hall per the contracted time period. You shall be financially responsible for the professional cost of the cleanup of any spills, cuts, tears and/or bloodborne pathogen damage to the facility's fixtures, furniture, flooring and/or drapes that occur to the facility during your rental at a cost billed to you at the time of the professional cleaning. You the Lessee shall indemnify and hold harmless the City and its Agents and Employees, from and against all claims, damages, losses and expense (including, but not limited to attorneys' fees), arising out of or resulting from the leasing of the Music Hall, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of the Lessee or its employer/employees, caterer, band, agents, guests and/or subcontractors.

Safety:

The City specifically reserves the right to suspend or terminate Lessee's privileges under this Agreement whenever Lessee, and/or Lessee's volunteers, employees, guests or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Lessee's volunteers, patrons, employees, guests or subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Lessee. If the Lessee fails to cure the identified defect(s), the City shall have the right to immediately terminate this Agreement.

Pandemic Operations Plan:

The Lessee shall be responsible, in addition to adhering to the specifics defined within this agreement, to conduct activities in accordance with the rules, guidelines, procedures, and policies set by the CDC and State of New York in regards to the COVID-19 pandemic. The Lessee is responsible to regularly review CDC and the State of New York guidelines and adhere to any changes provided by either the CDC and/or State of New York.

Compliance with Federal and Stated Regulations:

The Lessee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement. Every person has a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, you the Lessee are required to have a sexual harassment prevention policy in place. This policy applies to all your employees, paid or unpaid interns and non-employees in your workplace, regardless of immigration status.

Venue:

The City and the Lessee hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.

Nothing in this Agreement shall be construed as to limit or excuse Lessee's responsibilities to determine whether the proposed activity on the premises complies with the applicable laws and regulations.

The Department of Public Works reserves the right change the area of an event due to a conflict.

This Agreement must be signed by you the Lessee and returned to the Department of Public Works. You as the Lessee understand that this Agreement shall not take effect until it has been signed and returned and approved by the Department of Public Works. Final approval will not be given to this agreement until such time as the City is in possession of all necessary insurance and permit supporting documentation.

**CATERER INFORMATION, CERTIFICATE OF INSURANCE AND FINAL PAYMENTS ARE
DUE NO LATER THAN 2 WEEKS PRIOR TO RESERVED DATE.**

Please sign and return to:

Department of Public Works, 474 Broadway; Suite 12; Saratoga Springs, NY 12866.

Attention: Leigha O'Connor.

Print Name: _____

Signature: _____

Address: _____

Telephone/Cell: _____

Email: _____

FOR DEPARTMENT USE ONLY

DEPARTMENT ACTION: ☐ APPROVED ☐ DISAPPROVED BY: _____

DEPARTMENT HEAD: _____ TITLE: _____ DATE: _____

INSURANCE REQUIRED: ☐ YES ☐ NO INSURANCE NAIC #: _____

REMARKS: _____

FEE FOR USAGE: _____ AMOUNT CHARGED: _____

PAYMENT RECEIVED: _____ CHECK #: _____ DATE OF DEPOSIT: _____

CUSTOMER'S ORDER NO.		DATE	
Victoria		Feb. 2nd	
NAME Garlanda 2021			
ADDRESS			
CITY, STATE, ZIP			
SOLD BY	CASH	C.O.D.	CHARGE
ON ACCT.	MDSE	PAID OUT	
	RETD.		
QUAN.	DESCRIPTION	AMOUNT	
1			
2	Spirit of Life	450-	
3	Plaque		
4			
5	Pd. ck		
6			
7			
8	Am Town		
9			
10			
11			
12			
RECEIVED BY			

KEEP THIS SLIP FOR REFERENCE

3705

Blue Moon Antiques



furniture
stained glass
paintings
mirrors
costume jewelry

We are always buying!



1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for MEDICAL DIRECTOR, the Vendor and/or Service Provider submitted proposals dated N/A (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.

3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed **\$10,000.00 (TEN THOUSAND DOLLARS AND NO CENTS)**, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.

To Vendor and/or Service Provider: Dr. Jason Bernad, 4 Plum Poppy Court, Malta, NY 12020

t

Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Healthcare Provider Professional Liability:** Two million dollars per Claim with Six Million dollars
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as ***Additional Insured on a primary and non-contributory basis prior*** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory basis*** for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga

Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.

14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- **Legal:** Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Right to organize:** Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest

was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature:  Date: 2/17/22

Print Name: Jason Bernal, MD Title: Medical Director

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: _____ Title: Mayor City Council Approval Date: _____

Schedule "A"

The responsibilities undertaken on behalf of the City and performed by the Medical Director will include:

- a) Medical oversight of the quality management program;
- b) Medical oversight and participation in education and training of emergency medical technician and paramedics;
- c) Overall supervision of out-of-hospital patient care activities, and direct supervision of these activities from time to time;
- d) Assist in the department of standard operating procedure;
- e) Assist in managing the City's Public Access Defibrillation Program; and
- f) Assist in the development of patient care and treatment protocols and transportation protocols.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2022

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

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

PRODUCER Beecher Carlson Insurance Services One Turks Head Place Ste 200 Providence, RI 02903	CONTACT NAME: Kim Dubos	FAX (A/C, No): 330-726-1891	
	PHONE (A/C, No, Ext): 330-729-7194	E-MAIL ADDRESS: kdubos@dpipino.com	
INSURED Saratoga Hospital 211 Church Street Saratoga Springs NY 12866	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Endurance American Specialty Ins Co		41718
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 66475048**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	HLC10015100600	12/31/2021	12/31/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	See addendum for additional layers.						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess of General Liability SIR of \$1M Each Loss / \$2M Agg. Coverage is both claims-made and reported on MPL, and occurrence basis on GL.
RE: Jason Bernard, MD employee of Saratoga Hospital
Per written agreement with the Named Insured, the City of Saratoga Springs, NY is an additional insured, this insurance is on primary and non-contributory basis.

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs
Office of Risk and Safety
474 Broadway, Suite 14
Saratoga Springs NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *Beecher Carlson Insurance Services, LLC*

Beecher Carlson Insurance Services, LLC

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Beecher Carlson Insurance Services		NAMED INSURED Saratoga Hospital 211 Church Street Saratoga Springs NY 12866
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Saratoga Springs Office of Risk and Safety

ADDRESS: 474 Broadway, Suite 14 Saratoga Springs NY 12866

2nd Excess Liability - National Fire & Marine Insurance Co - NAIC Number: 20079 -
Policy Number: EN048676 - 12/31/2021-12/31/2022 - \$10,000,000 ea. occurrence /Aggregate

3rd Excess Liability - Homesite Insurance Company - NAIC Number: 17221 -
Policy Number: XHP-135602472-00 - 12/31/2021-12/31/2022 - \$10,000,000 ea. occurrence /
Aggregate

4th Excess Liability - National Fire & Marine Insurance Co - NAIC Number: 20079 -
Policy Number: 42-XHC-302168-07 - 12/31/2021-12/31/2022 - \$10,000,000 ea. occurrence /
Aggregate

5th Excess Liability - Scottsdale Insurance Company - NAIC Number: 41297 -
Policy Number: HPS0000335 - 12/31/2021-12/31/2022 - \$10,000,000 ea. occurrence /Aggregate

6th Excess Liability - Bridgeway Insurance Company - NAIC Number: 12489 -
Policy Number: 8S-A7-PX-0002003-00 - 12/31/2021-12/31/2022 - \$10,000,000 ea. occurrence /
Aggregate

7th Excess Liability - TDC Specialty Insurance Company - NAIC Number: 34487 -
Policy Number: HPX-00146-21-01 - 12/31/2021-12/31/2022 - \$10,000,000 ea. occurrence /
Aggregate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2022

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

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

PRODUCER Edgewood Healthcare Advisors, a division of EPIC 1034 Farmington Avenue West Hartford, CT 06107 Tel: (860) 521-8555 Fax: (860) 521-0555	CONTACT NAME: Edgewood Healthcare Advisors, a division of EPIC PHONE: (860) 521-8555 FAX: (860) 521-0555 EMAIL ADDRESS: HFDCredentialing@epicbrokers.com INSURER(S) INSURER A: Coverys RRG, Inc. INSURER B: INSURER C: INSURER D: INSURER F:
INSURED: TSPO SARATOGA HOSPITAL 211 Church Street Saratoga Springs NY, 12866	NAIC # 14160

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R. LTR	TYPE OF INSURANCE	AD DL INS R	SUB R WV D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS-COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per Accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe other DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability - Occurrence			009NY000010929	12/1/2021	12/1/2022	\$2,000,000 per Claim / \$6,000,000 Annual Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage is provided under this policy on a Separate Limits basis for the named Covered Provider.

Covered Provider: Jason Bernad, MD

Specialty: Emergency Medicine, No Major Surgery

Retro Date: N/A

CERTIFICATE HOLDER

CANCELLATION

Saratoga Springs Fire Department
60 Lake Avenue
Saratoga Springs, New York 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: _____
City Department: PUBLIC SAFETY _____ Department Contact Person: KAREN PERRINO _____ City Ext. 2625 _____
Company Name: METRO FORD SALES _____
Company Address: 3601 STATE STREET, SCHENECTADY, NY 12304 _____
Company Telephone No.: 518-382-1017 _____ Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: WILLIAM HEARLEY _____ Title: COMMERCIAL SALES _____
Primary Contact Email: bill@metrofordny.com _____
Service to be Provided: (3) 2022 Ford Police SUV Interceptors _____
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for FORD POLICE SUV INTERCEPTORS, the Vendor and/or Service Provider submitted proposals dated 2/2022 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$100,080.00 (ONE HUNDRED THOUSAND EIGHTY DOLLARS AND NO CENTS), a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of PUBLIC SAFETY is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is WILLIAM HEARLEY, COMMERCIAL SALES. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Mayor/Commissioner of PUBLIC SAFETY, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 To Vendor and/or Service Provider: METRO FORD SALES, INC., 3601 STATE SCHENECTADY, NY 12304
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or

Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** PRODUCT ONLY NO INSURANCE REQUIRED
10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement,

discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.

- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.

25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: [Signature] Date: 2/22/22

Print Name: William S. HEARLEY Title: Commercial Sales Manager

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____

City of Saratoga Springs, New York APPENDIX A All City Contracts and Agreements

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

Vendor and/or Service Provider Signature:

Print Name: WILLIAM S. HEARLEY

Title: COMMERCIAL SALES MGR

Date: 2/22/22

4861(3) 2022 Ford Mid-Size SUV Police Interceptor - Saratoga Springs Police Department

Content	Answer
Purchased or Leased	Purchased
Authorized User Entity Name	Saratoga Springs Police Department
Town/Village/City	Saratoga Springs
County	Saratoga
Primary Contact Name	Robert Jillson
Primary Contact Title	Asst. Chief of Police
Primary Contact Email	rjillson@saratogapolice.org
Primary Contact Phone	5185841800 3411
Mini-Bid Name	(3) 2022 Ford Mid-Size SUV Police Interceptor - Saratoga Springs Police Department
Type of Vehicle(s) requested	Specific Make and Model
Type of Vehicle Order	Built to Specifications, but I will also consider Pre-Existing Inventory that meets the specifications
Method of Award	Lowest price to a single contractor that can provide the total number of vehicles requested.
Anticipated method and timeframe	One-time purchase for the total number of Vehicles requested
Number of Vehicles	3
Vehicle Type	MPV/SUV, Mid-Size: With a length roughly between 167-180 inches
Drive Type	AWD
Fuel Type	Gasoline Only
Other Model Years	no
Specific Delivery Date Required	no
One or Multiple Locations	One Location
Delivery Region	Region 3

Delivery County

Saratoga

Delivery Address(es)

58 Excelsior Ave Saratoga Springs, NY, 12866

Rank	Name	Pricing sheet	Model Year	Make
1	METRO FORD SALES INC	Vehicles Built to Specific	2022	FORD
2	Van Bortel Ford, Inc	Vehicles Built to Specific	2022	FORD
3	BJA1675 LLC DBA GENESEE VALLEY FORD A\	Vehicles Built to Specific	2022	FORD
4	Nye Automotive Group	Vehicles Built to Specific	2022	Ford
5	Lithia Motors Inc	Vehicles Built to Specific	2022	Ford

Model & Trim Level	NYS Price for Vehicle	Total Number of Vehicle	Total Price for Mini-Bid	Phase
EXPLORER PI	\$33,360.00	3	\$100,080.00	Awarding
PI UTILITY	\$33,555.02	3	\$100,665.06	Evaluation
POLICE INTERCEPTOR	\$33,600.00	3	\$100,800.00	Evaluation
Utility Police Interceptor	\$33,809.00	3	\$101,427.00	Evaluation
Police Utility	\$36,974.00	3	\$110,922.00	Evaluation

Request for Certification of Sufficient Funds

Submittal Date 2/22/2022

The Department of Public Safety requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval, etc.:

**METRO FORD SALES, INC.
3601 STATE STREET
SCHENECTADY, NY 12304**

A3143122-52400 X

Appropriation – Current Budget Expense

A3143412-52400

Amount Requested for Approval:	\$	100080.00	
Current Amount Available:	As PER MUNIS	\$	164000.00 X

Transfer/Amendment Pending: \$

Transfer/Amendment Date:



Department Head Signature

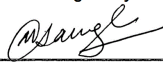
2/22/2022

Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:



63FB7EC9E8A846B...

Commissioner of Finance

2/23/2022

Approval Date

Request for Certification of Sufficient Funds

Submittal Date 2/17/2022

The Department of Public Safety requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval, etc.:

AXON ENTERPRISES, LLC
PO BOX 29661, DEPT 2018
PHOENIX, AZ 85038-9661

Appropriation – Current Budget Expense	A3143022-52600
Amount Requested for Approval:	\$ 54000.00
Current Amount Available: As PER MUNIS	\$ 57585.00

Appropriation – Current Budget Expense	A3143022-52230
Amount Requested for Approval:	\$ 26000.00
Current Amount Available: As PER MUNIS	\$ 51074.00

Appropriation – Current Budget Expense	A3143024-54720
Amount Requested for Approval:	\$ 30000.00
Current Amount Available: As PER MUNIS	\$ 55000.00

DS


Appropriation – Current Budget Expense	A3143124-54720
Amount Requested for Approval:	\$ 60000.00
Current Amount Available: As PER MUNIS	\$ 78430.11

Appropriation – Current Budget Expense	A3143124-54740
Amount Requested for Approval:	\$ 89451.92
Current Amount Available: As PER MUNIS	\$ 116406.24

Transfer/Amendment Pending: \$
Transfer/Amendment Date:

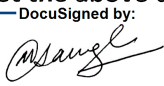
Head Signature 

3/10/2022
Date

Department

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:

00CBE3FAAE9B4F8...

3/10/2022

Commissioner of Finance

Approval Date

5500
0507+P

Invoice



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382

Invoice ID INUS043864
Date 01-Jan-22
Page 1 of 3
Sales Order SUS0136245,
Requisition
Your Ref Q352709
Our Ref
Payment Net 30 days
Invoice Account 144968
Terms of Delivery FCA

BILL TO

Saratoga Springs Police Dept. - NY
474 Broadway
Saratoga Springs, NY 12866-2244
USA

SHIP TO

Saratoga Springs Police Dept. - NY
5 Lake Ave
Saratoga Springs, NY 12866-2264
USA

Line No.	Ship to*	Quote No.	Item number	Bundled Description	Quantity	Unit Price	Amount
1			—	2021 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	1.00	221,295.80	221,295.80
1				Dynamic Bundle	1.00	10,336.00	10,336.00
1				Interview Room 1 Camera Advanced	1.00	4,374.96	4,374.96
1				2021 Unlimited7+ Premium 10 Year Bundle	1.00	368.50	368.50
1				2021 Taser 7 Certification 10 Year Bundle	1.00	4,620.86	4,620.86
1				AB3 Camera Bundle	1.00	15,378.00	15,378.00
1				AB3 Multi Bay Dock Bundle	1.00	3,077.80	3,077.80

Line No.	Ship to*	Quote No.	Item Number	Description	Quantity	Unit Price	Amount
----------	----------	-----------	-------------	-------------	----------	------------	--------

RECEIVED

JAN 11 22

PUBLIC SAFETY

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS043864	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS043864	Reference No INUS043864	Phoenix AZ 85034
					Reference No INUS043864

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire transfer

Invoice



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382

BILL TO

Saratoga Springs Police Dept. - NY
474 Broadway
Saratoga Springs, NY 12866-2244
USA

Invoice ID	INUS043864
Date	01-Jan-22
Page	2 of 3
Sales Order	SUS0136245,
Requisition	
Your Ref	Q352709
Our Ref	
Payment	Net 30 days
Invoice Account	144968
Terms of Delivery	FCA

SHIP TO

Saratoga Springs Police Dept. - NY
5 Lake Ave
Saratoga Springs, NY 12866-2264
USA

Sales Amount	259,451.92
Misc. Charges	0.00
Discount	0.00
Sales Tax	0.00
Total	259,451.92
Amount Received	0.00
BALANCE DUE	USD 259,451.92

Payment Due 31-Jan-22

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)	For Wire Transfers	For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 122100024 Reference No INUS043864	Beneficiary Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 021000021 SWIFT Code CHASUS33 Reference No INUS043864	Axon Enterprise, Inc. PO BOX 29661 DEPARTMENT 2018 PHOENIX, AZ 85038-9661 Reference No INUS043864	Axon Enterprise, Inc. JPMorgan Chase (AZ1-2170) Attn: Axon Enterprises 29661-2018 1820 E Sky Harbor Circle South, Phoenix AZ 85034 Reference No INUS043864

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire transfer

Invoice



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
ar inquiries@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382

BILL TO

Saratoga Springs Police Dept. - NY
 474 Broadway
 Saratoga Springs, NY 12866-2244
 USA

Invoice ID	INUS043864
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Page	3 of 3
Sales Order	SUS0136245,
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Your Ref	Q352709
Our Ref	
Payment	Net 30 days
Invoice Account	144968
Terms of Delivery	FCA

SHIP TO

Saratoga Springs Police Dept. - NY
 5 Lake Ave
 Saratoga Springs, NY 12866-2264
 USA

Tax Note*Ship-to-address Legend***

1 5 Lake Ave
 Saratoga Springs, NY 12866-2264
 USA

RECEIVED

JAN / 22

PUBLIC SAFETY**PAYMENT REMITTANCE INFORMATION**

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
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Reference No	INUS043864	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS043864	Reference No INUS043864	Phoenix AZ 85034
					Reference No INUS043864

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire transfer

MEMORANDUM OF AGREEMENT

Between

CITY OF SARATOGA SPRINGS

And

SARATOGA SPRINGS FIREFIGHTERS UNION LOCAL 343

WHEREAS, the City of Saratoga Springs ("City") and the Saratoga Springs Firefighters Union Local 343 ("Union") are parties to a Collective Bargaining Agreement with a stated term of January 1, 2019 through December 31, 2023, which was extended through December 31, 2025 as permitted by a Memorandum of Agreement dated December 30, 2020 (collectively "Collective Bargaining Agreement"); and

WHEREAS, the Collective Bargaining Agreement does not specifically address the terms and conditions of employment of firefighters transferring from other fire departments to the City; and

WHEREAS, City and the Union have, on multiple occasions, discussed the terms and conditions of employment of firefighters transferring from other fire departments to the City; and

WHEREAS, the City and the Union have reached an agreement regarding the terms and conditions of employment of firefighters transferring from other fire departments to the City.

NOW, THEREFORE, subject to approval by the City Council and ratification by the Union, the parties hereby agree to modify the Collective Bargaining Agreement as follows:

1. For the purposes of Article VII, Wages and other Economic Provisions, and

Schedule A of the Collective Bargaining Agreement only, a lateral transfer will receive one (1) year of service credit for every full year of service as a permanent full-time paid firefighter for another fire department in the State of New York.

2. For the purposes of Article VII, Wages and other Economic Provisions, and Schedule A of the Collective Bargaining Agreement only, credit for service shall be calculated by the Human Resources Administrator and determined, in writing, by the Commissioner of Public Safety, at the time of permanent appointment as a firefighter for the City.
3. For the purposes of Article IX, Insurance and Related Benefits, of the Collective Bargaining Agreement only, a lateral transfer must complete fifteen (15) years of service as a firefighter for the City (excluding any service credit earned with another paid fire department), be employed by the City at the time of retirement, and be eligible to retire with full benefits pursuant to the rules and regulations of the NYS Police and Fire Retirement System plan in which he/she is enrolled in order to be entitled to health insurance as a retiree. An eligible lateral transfer shall contribute toward such health insurance during retirement as set forth in the Collective Bargaining Agreement.
4. For the purposes of determining the proper contribution toward health insurance under Article IX(2)(C), Insurance and Related Benefits, of the Collective Bargaining Agreement, a lateral transfer shall not receive any credit for service as a permanent full-time paid firefighter for any other paid fire department. Therefore, the lateral transfer's contribution toward health insurance as an employee shall be based on such lateral transfer's permanent full-time appointment date as a firefighter for the City.

5. For the purposes of Article X, Seniority, of the Collective Bargaining Agreement only, the seniority of a lateral transfer shall be based solely on such lateral transfer's length of service as a firefighter for the City, except that, in the case of a reduction in force, a lateral transfer shall have such service credit as required by law.
6. For all other purposes under the Collective Bargaining Agreement, including the accrual of leave time, a lateral transfer shall not receive any credit for service as a permanent full-time paid firefighter for another fire department in the State of New York.
7. The term "lateral transfer" as used in this Memorandum of Agreement shall mean a permanently appointed paid firefighter who transfers from another paid fire department to the City as permitted by NYS Civil Service Law Section 70(1) and/or 70(4).
8. Except as modified herein, all language and terms of the Collective Bargaining Agreement and any other agreements between the parties shall continue unchanged.

[SIGNATURE PAGE FOLLOWS]

Ron Kim, Mayor

SARATOGA SPRINGS FIREFIGHTERS UNION, LOCAL 343

Joseph Brimhall, President



Amendment #1 to Contract OGS01-X004166-1140000

Cost Reimbursement and Escrow Account Agreement with City of Saratoga Springs

THIS FIRST AMENDMENT, ("Amendment") is made between the People of the State of New York, acting by and through the Commissioner of the Office of General Services (hereinafter "State" or "OGS") whose principal place of business is the Corning Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, pursuant to authority granted under New York State Finance Law §163, and City of Saratoga Springs (hereinafter "Contractor"), with its principal place of business at 474 Broadway, Saratoga Springs, New York 12866. The foregoing are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into Contract **#OGS01-X004166-1140000** for the Cost Reimbursement and Escrow Account agreement with the City of Saratoga Springs ("Contract"); *and*

WHEREAS, the Parties wish to amend the Contract to exercise a one (1) year renewal term per the "Term" clause in the Contract;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties do hereby agree as follows:

1. Clause 8 "Term". The Office of General Services and Contractor agree to exercise a one (1) year renewal term.
2. Except as herein modified in this First Amendment, all other terms of Contract **#OGS01-X004166-1140000** and thereto shall remain in full force and effect and binding upon the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this first Amendment as of the date last written below. The Parties further hereby certify that original copies of this executed and approved signature page will be affixed, upon final approval, to exact copies of this first Amendment being executed simultaneously herewith. The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this agreement, Appendix A (Standard Clauses For New York State Contracts), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true, and accurate. By signing, Contractor affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

CITY OF SARATOGA SPRINGS

Signature: _____
Printed Name: _____
Title: _____
Company Name: _____
Federal ID: _____
NYS Vendor ID: _____

THE PEOPLE OF THE STATE OF NEW YORK

Signature: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM

APPROVED

Attorney General

State Comptroller

STATE OF

)

SS.:

COUNTY OF

)

On this _____ day of _____, 20__, before me personally came

_____, to me known and known to me to be the person described in and who
executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

Registration No. _____

State of: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-

a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)

New York State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature

**Offerer's Certification of Compliance
with State Finance Law §139-k(5)**

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Offerer Certification:

I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

COST REIMBURSEMENT AND ESCROW ACCOUNT AGREEMENT

THIS COST REIMBURSEMENT AND ESCROW ACCOUNT AGREEMENT (this "Agreement") is made as of this 15th day of September 2020, by and among the People of the State of New York acting by and through the **Franchise Oversight Board** (the "FOB") having an address of c/o the Executive Chamber, State Capitol, Albany, New York 12224; the **New York State Office of General Services** ("OGS") having an address of Corning Tower, 36th Floor, Albany, New York 12242; and the **City of Saratoga Springs**, (the "City"), having an address of City Hall, 474 Broadway, Saratoga Springs, New York 12866. Each of the foregoing may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, pursuant to Chapter 18 of the Laws of 2008, the FOB is authorized to represent the interests of the People of the State of New York as owner of that certain real property known as the Saratoga Race Course, located in the City of Saratoga Springs and the County of Saratoga, and, pursuant to that certain Easement Agreement and in accordance with Sections 206(1) and 212(8)(a)(viii) of the Racing, Pari-Mutuel Wagering and Breeding Law, the FOB has granted an easement in and to a certain portion of the Saratoga Race Course to the City for the purpose of constructing, maintaining, and operating a fire/EMS facility and any necessary appurtenances (the "Project"); and

WHEREAS, in accordance with Parts 1201, 1203, and 1204 of Title 19 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Uniform Fire Prevention and Building Code (the "Uniform Code") must be administered and enforced by a construction-permitting agency, and OGS is a construction-permitting agency for State agencies, as such terms are defined in 19 NYCRR § 1204.3; and

WHEREAS, the FOB has determined that it is in the best interests of the State to designate OGS as the authority having jurisdiction for the administration and enforcement of the Uniform Code at Saratoga Race Course and to direct the City to interact directly with OGS to obtain all necessary Uniform Code compliance review services, construction-permitting services, construction inspections, and certification services (the "Services") from OGS in connection with the Project; and

WHEREAS, the Parties desire to set forth their agreement for the payment of certain out-of-pocket costs that may be incurred by OGS in connection with its performance of the Services necessary for the Project.

NOW THEREFORE, the Parties agree as follows:

1. **City Obligations.** The City agrees to pay the reasonable and documented out-of-pocket fees, costs, and expenses (including without limitation contract administration costs, and expenses of consultants, engineers, architects and others) that may be incurred on or after the date of this Agreement by OGS in connection with its performance of the Services in relation to the Project, as described on Exhibit 1 attached hereto and made a part hereof (collectively referred to as the "Costs"), in accordance with the Uniform Code, including but not limited

to: (i) Uniform Code review of contract documents, Project specifications and other associated submissions; (ii) issuance of building permits; (iii) Uniform Code inspection services during the duration of construction, including review of qualifications, test reports, special and other Uniform Code-mandated inspections, and overview and review of contract changes; (iv) issuance of code compliance certificates or certificates of occupancy and temporary approvals for occupancy; (v) filing and record keeping as required by 19 NYCRR Part 1204 and the Uniform Code; and (vi) any other related Costs incurred by OGS in connection with its performance of the Services in relation to the Project. OGS will use the same level of care to control, document, and pay the Costs as it would generally exercise over its own costs but in no event less than a commercially reasonable level of care including without limitation keeping complete and accurate books and records reflecting all Costs incurred and payments made in connection with the performance of the Services related to the Project. Notwithstanding anything to the contrary contained herein, OGS, on at least a quarterly basis, shall provide the City with copies of all invoices, bills, statements, receipts, and other supporting documentation to the extent received by OGS relating to and/or otherwise evidencing and/or reasonably supporting the Costs (the foregoing shall collectively be referred to as the "Back-Up").

2. Payment of Costs.

- a. As security for the obligation of the City to pay the Costs, the City agrees to make an initial deposit of Seventy-Five Thousand Dollars (\$75,000) into an established sole custody account (the "Escrow Account") promptly following the execution of this Agreement, pursuant to wire instructions to be provided in writing to the City by OGS. OGS agrees to hold such funds in the Escrow Account and to use such funds solely for the payment of the Costs. OGS shall have the right to draw against the Escrow Account, from time to time, during the Term of this Agreement, for the payment of properly documented Costs incurred. OGS shall provide the City with the Back-Up supporting such payments no less frequently than quarterly. From time to time when the balance remaining in the Escrow Account is Twenty-Five Thousand Dollars (\$25,000) or less, OGS shall notify the City in writing of such balance and request replenishment of the Escrow Account balance up to an amount equal to Fifty Thousand Dollars (\$50,000). If the City fails to promptly replenish the Escrow Account after receipt of such notice, OGS may cease providing any further Services until such time as the City delivers to OGS funds requested to replenish the Escrow Account in accordance with this Section 2(a).
 - b. Upon completion or termination of the Project or termination of the Services pursuant to this Agreement, OGS shall provide to the City a final statement and all Back-Up not previously provided. Upon payment of all Costs incurred through the date of completion or termination, OGS shall promptly return to the City all funds remaining in the Escrow Account.
3. OGS Obligations. OGS has no obligation with respect to the Project until this Agreement is fully executed and the City has made the initial deposit contemplated by Section 2(a) hereof into the Escrow Account. OGS's obligations shall be limited to those expressly set forth in this Agreement. OGS shall keep the FOB, as owner of the Saratoga Race Course, informed

as to the status of the Project and the payment by the City for the Services. OGS shall not incur any obligations to the City as a result of or pursuant to this Agreement except for the obligations, in accordance with Section 2 of this Agreement, to (i) use the Escrow Account funds in accordance with this Agreement; (ii) provide to the City statements describing in reasonable detail the use of Escrow Account funds and supporting Back-Up, to the extent received by OGS; and (iii) upon the completion or termination of the Project or termination of this Agreement pursuant to Section 8(b) hereof, promptly return to the City the amount remaining in the Escrow Account after payment of all the Costs related to the Services. The City shall have the right to examine all books and records relating to the Back-Up and use of Escrow Account funds. If such books and records cannot, in the reasonable discretion of OGS, be readily transmitted electronically, such materials shall be made available for inspection at the office of OGS in Albany, NY during normal business hours.

4. Indemnity. The City agrees to indemnify and hold OGS harmless from any and all suits, claims and other liabilities that shall arise as a result of the Services performed by or on behalf of OGS in connection with the Project (except and to the extent arising from the loss or misdirection of escrowed funds or willful and wanton misconduct or negligent acts by OGS or its agents or representatives), and any City payment of OGS expenses as a result of such indemnification shall be deemed a "Cost" hereunder. In no event shall the City be responsible for indirect or consequential damages.
5. Consultant Obligations. With respect to any consultant that OGS retains to perform the Services, OGS shall request that such consultant deliver to the City certificates of insurance that name the City and its commissioners, officers, agents, and employees as additional insureds on any general, automobile, excess, and umbrella liability policies that such consultant maintains. If there is any additional charge for naming the City and its officers, employees, and agents as additional insureds, such charge or charges shall be deemed a "Cost" hereunder.
6. Waivers. The City hereby agrees and acknowledges that OGS has not made any representations to the City concerning (i) whether the Project design and construction is or will be in compliance with the Uniform Code or (ii) the approval of the Project by any other required public entities.
7. Future Documents. If the City and OGS mutually agree in a writing to either expand the Services or to extend the Term of this Agreement, then the City agrees that it will continue to fund all the Costs associated with such expanded Services and agrees to amend this Agreement as reasonably necessary.
8. Term and Termination.
 - a. The term of this Agreement shall be two (2) years commencing as of the date of approval of the same by the Office of the State Comptroller (the "Commencement Date") and expiring the day preceding the second (2nd) anniversary of the Commencement Date (the "Term"). The Parties shall have the option to extend the term of this Agreement for an additional one-year period upon the agreement of the

Parties and the execution of an amendment to this Agreement that shall require approval by the Office of the State Comptroller.

- b. The City shall have the right to terminate this Agreement (i) for breach, (ii) upon Project completion, or (iii) upon the earlier termination of the Project, in each case with the understanding that the City is obligated to pay to OGS, in accordance with Section 2 of this Agreement, all Costs, supported by the Back-Up, incurred through the date of termination. The City's payment obligations in Sections 1 and 2 and its indemnity obligations in Section 4 shall survive termination of this Agreement.
9. Miscellaneous. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and all prior or contemporaneous understandings or oral agreements had between the Parties with respect to the subject matter hereof are hereby merged in this Agreement. This Agreement may not be amended orally, but only by a written agreement signed by both Parties. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York. The unnumbered paragraphs of this Agreement that begin with the word "Whereas" are expressly incorporated by reference and the recitations contained therein constitute part of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.
10. Appendix A. Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

Remainder of Page is Intentionally Blank

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

City of Saratoga Springs

By: Meg Kelly
Name: Meg Kelly
Title: MAYOR

STATE OF NEW YORK)
 SARATOGA) ss.:
COUNTY OF ~~ALBANY~~)

On the 9th day of APRIL in the year 2020 before me, the undersigned, personally appeared Meg Kelly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

ANTHONY J. IZZO
Notary Public - State of New York
No. 02124830454
My Commission Expires 1/31/22

**People of the State of New York acting by and
through the Franchise Oversight Board**

By: 
Name: Robert Williams
Title: Chair

New York State Office of General Services

By: 
Name: RoAnn M. Destito
Title: Commissioner

Approved:

Letitia James
New York State Attorney General

By: _____

Date: _____

Approved:

Thomas P. DiNapoli
New York State Comptroller

By: _____

Date: _____

<p>APPROVED DEPT. OF AUDIT & CONTROL</p> <p>Oct 23 2020 David Schmidt</p> <p>FOR THE STATE COMPTROLLER</p>

From: [Remo, Lorraine](#)
To: [Cook, Chad M \(OGS\)](#); [Reale, Michele M \(OGS\)](#); [Allen, Bradley G \(OGS\)](#)
Cc: [Contract Approval](#)
Subject: FW: Non-Approved - X004166, City of Saratoga Springs & Franchise Oversight Board (OGS)
Date: Tuesday, September 29, 2020 4:07:13 PM
Attachments: [Contract cover letter to OAG -9-29-2020.pdf](#)
[Cost Reimbursement and Escrow Agreement Scan for AG.pdf](#)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Approved as to form: 9/29/2020 by Lorraine I. Remo

Received: 9/25 /2020

Reminder: Agencies must forward the contract approved by the OAG Contract Approval Section along with the email in which the OAG Contract Approval Section approved the contract, to OSC via the Comptroller's EDSS system. If you are not enrolled in the EDSS system and have not made alternative arrangements with OSC on how to submit your transaction, please contact OSC at 518-408-4672 or email ITServiceDesk@osc.ny.gov.

OAG: CAS please file and enter. p

Lorraine I. Remo
Section Chief
Contract Approval Section
Department of Law
518-776-2350
ATTORNEY CLIENT PRIVILEGED/NOT FOR DISSEMINATION

The information contained in this electronic mail message is privileged and confidential and intended only for the individual or individuals named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please reply to the sender immediately to notify us of the error and delete the original message. Thank you.

From: Cook, Chad M (OGS) <Chad.Cook@ogs.ny.gov>
Sent: Tuesday, September 29, 2020 3:56 PM
To: Remo, Lorraine <Lorraine.Remo@ag.ny.gov>; Contract Approval <contractapproval@ag.ny.gov>
Cc: Reale, Michele M (OGS) <Michele.Reale@ogs.ny.gov>; Allen, Bradley G (OGS) <Bradley.Allen@ogs.ny.gov>
Subject: RE: Non-Approved - X004166, City of Saratoga Springs & Franchise Oversight Board (OGS)

Good afternoon,

Please see the attached Cost Reimbursement and Escrow Account Agreement (the “Agreement”) between the City of Saratoga Springs, the Franchise Oversight Board and the New York State Office of General Services (“OGS”) and the accompanying cover letter.

Chad M. Cook

Senior Attorney

Office of General Services | Legal Services

36th Floor, Corning Tower, ESP, Albany, NY 12242

p. (518) 474-8831 | Chad.Cook@ogs.ny.gov

www.ogs.ny.gov

IMPORTANT NOTICE: This e-mail, including any attachments, may be confidential, privileged or otherwise legally protected. It is intended only for the addressee. If you received this e-mail in error or from someone who was not authorized to send it to you, do not disseminate, copy or otherwise use this e-mail or its attachments. Please notify the sender immediately by reply e-mail and delete the e-mail from your system.

EXHIBIT 1 Summary of Costs

The Costs to be charged to the City include (i) project time charges of staff from OGS Design & Construction Group (D&C); (ii) the fees and expenses of the consultant retained by OGS for this Project, and any other consultants retained by OGS with the consent of the City; and (iii) contract administration fees, all as described more fully below.

Project Time Charges

Project time charges include the services for review and oversight by D&C personnel, which includes both State employees and contract employees. The functions performed by D&C personnel include supervision of the consultant, review of comments by the consultant, design compliance certification, issuance of building permits, construction compliance certification, and issuance of code compliance certificates or certificates of occupancy. All project time charges are reviewed and approved by a D&C supervisor prior to invoicing.

The current hourly rates for typical D&C staff titles are set out below. Hourly rates are calculated by multiplying an OGS employee's salary (converted to a wage per hour) by the overhead rate, which is currently 2.75. The overhead rate includes employee fringe benefits, non-billable administrative and executive salaries, and expenses such as equipment, equipment maintenance, office supplies, travel-related expenses, vehicles, telecommunications, utilities, advertising, printing, postage, computers, software, training, insurance, and chargeback costs from other State agencies. Because the salaries of two OGS employees working in same job title can vary, the actual hourly rates charged to the City will depend upon the salaries of the OGS employees working on the Project. Hourly rates and the overhead rate are subject to change upon not fewer than 30 days' notice to the City.

<i>Title</i>	<i>Hourly Rate</i>
Associate Architect	\$157
Code Compliance Specialist 2	\$103
Code Compliance Specialist 1	\$80

Consultant Fees

Consultant fees are based on the scope of work as written in the applicable consultant contract between OGS and such consultant. The hourly rates for the consultant will in no event exceed the maximum hourly rates set forth in the consultant contracts held by OGS. OGS will pay the consultant in the first instance for all appropriate fees and expenses incurred for the Project, and OGS shall in turn charge all such fees and expenses to the City.

Contract Administration Fees (CADM)

CADM work order fees include all services related to the administration, processing, and review of work order payments. These fees are calculated as 1.4% of the amount of the consultant work order and are invoiced when a work order or modification to a work order is issued.

V:\LegalServices\Real Prop Manag & Dev (RPMD)\NYRA\Saratoga\2020 Fire Station Project\Cost Reimbursement and Escrow Account Agreement 3-6-2020.docx