

CITY OF SARATOGA SPRINGS

City Council Meeting



May 3, 2022

Music Hall, 3rd Floor of City Hall

: P.H. - Amend City Code Re: Alcohol Sales and Use

: P.H. - UDO Amendment 1 - Remove Uses From Greenbelt

: P.H. - UDO Amendment 2 - Land Use Boards Criteria for Greenbelt

: P.H. - UDO Amendment 3 - Enhance Stream and Wetland Protections

: P.H. - UDO Amendment 4 - Amend Land Disturbance Activity Permit

06:30 PM P.H. - Civilian Review Board

 [Print](#)

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

EXECUTIVE SESSION:

Discussion regarding Current Litigation: Acquisition by City for Rights in Real Property

CONSENT AGENDA

1. Approval of 04192022 City Council Minutes
2. Approval of 3/15/22 City Council Meeting Transcript
3. Approval of 4-5-2022 City Council Meeting Minutes
4. Approval of 4/18/22 Pre-Agenda Meeting Minutes
5. Approval of 4/18/22 Pre-Agenda Meeting Transcript
6. Approval of 4/4/22 Pre-Agenda Meeting Minutes
7. Approval of 4/4/22 Pre-Agenda Meeting Transcript
8. Resolution: Temporary Outdoor Dining Permits as of 4/29/2022
9. Approve Budget Transfers - Regular
10. Approve Budget Amendments - Insurance
11. Approve Budget Amendments - Regular

12. Approve Payroll 04/29/22 \$409,588.92
 13. Approve Payroll 04/22/22 \$662,850.42
 14. Approve Mid-Warrant - 2022, 22MWAPR2 \$8,944.67
 15. Approve Warrant 2022, 22MAY1 \$488,236.84
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MAYOR'S DEPARTMENT

1. Discussion and Vote: Appointment of Commissioner of Public Works
 2. Announcement: Saratoga High School Girls Gymnastics Team
 3. Announcement: Asian American and Pacific Islander Heritage Month
 4. Announcement: Saratoga Farmers' Market May Location
 5. Announcement: National Bike Month
 6. Announcement: Promotion of No Mow May
 7. Announcement: Appointment to Complete Streets Advisory Board
 8. Announcement: Appointment to Saratoga Springs Housing Authority Board of Commissioners
 9. Announcement: Request for Commissioner of Finance to Report to Council on Status of Email Distribution to Private Parties
 10. Discussion and Vote: Community Development Non-Profit Grant Program
 11. Discussion and Vote: Approval and Authorization to Sign Energize NY Open C-PACE Financing Program Documents
 12. Discussion and Vote: Merit for Review and Referral to City and County Planning Boards - Proposed Amendment 1 to UDO
 13. Discussion and Vote: Merit for Review and Referral to City and County Planning Boards - Proposed Amendment 2 to UDO
 14. Discussion and Vote: Merit for Review and Referral to City and County Planning Boards - Proposed Amendment 3 to UDO
 15. Discussion and Vote: Merit for Review and Referral to City and County Planning Boards - Proposed Amendment 4 to UDO
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ACCOUNTS DEPARTMENT

1. Discussion and Vote: Merit to Forward Weibel Plaza Commercial PUD Amendment to City and County Planning Boards for Advisory Opinions
 2. Announcement: Grievance Class
 3. Announcement: Grievance Day
 4. Announcement: Business Milestones
 5. Announcement: Update on Outdoor Dining
 6. Announcement: Update on COVID and Planned City Activities
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FINANCE DEPARTMENT

1. Update: Participatory Budgeting
2. Discussion: 2021 Preliminary Financial Report
3. Update: City Finances
4. Discussion and Vote: Resolution for Full-Time Non-Union Employees (Executive Assistant, City Attorney)
5. Discussion and Vote: 2022 City Fee Update - Recreation Department (Pickleball, Fitness Fees)
6. Discussion and Vote: Approval to Reimburse IT Employee in the amount of \$169 for Payment to MindManager
7. Discussion and Vote: Authorization for Mayor to Sign Agreement with Windstream Holdings II, LLC for Digital City Telephone access (including inbound Police Department calls)

8. Discussion and Vote: Budget Transfers - Payroll
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PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Pace Analytical Services, LLC for Laboratory Services
 2. Discussion and Vote: Authorization for Mayor to Sign Contract with MiltonCat for Heavy Construction Equipment with Related Accessories, Attachments and Supplies
 3. Discussion and Vote: Approval for the Department of Public Works to Hire 2 Part Time Seasonal Street Department Employees
 4. Discussion and Vote: Approval for the Department of Public Works to Hire 10 Part Time Seasonal Carousel Employees
 5. Discussion and Vote: Approval for the Department of Public Works to Hire 2 Part Time Canfield Casino Laborers
 6. Discussion and Vote: Department of Public Works Sick Bank Request
 7. Announcement: Saratoga County's Spring Tire Recycling Program
 8. Announcement: Arbor Day Tree Planting
 9. Announcement: American Public Works Association 2022 Project Of The Year
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PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization to pay 2021 invoice to Axon Enterprises
 2. Discussion and Vote: Civilian Review Board Ordinance
 3. Discussion and Vote: Application Form for Membership Appointment to Civilian Review Board
 4. Announcement: Bike Rodeo at the East Side Rec on Saturday, May 7 9am-12pm
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SUPERVISORS

1. Matt Veitch
 1. Crescent Avenue Road work Update
 2. County Bike Routes
 2. Tara N. Gaston
 1. COVID-19 Update
 2. Senior Luncheon
 3. Redistricting Update
-

ADJOURN



April 19, 2022

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

City Hall - Music Hall, 3rd Floor

P.H. Civilian Review Board

P.H. Community Development
Block Grant
Recommendations

P.H. Possible Amendments to
Unified Development
Ordinance (UDO)

P.H. Sister City Relationship with
Chekhov, Russia

P.H. Traffic Control – Caroline
Street

6:30 PM P.H. Weibel Avenue PUD
Amendment

7:00 PM
CALL TO ORDER
ROLL CALL
SALUTE TO FLAG
PUBLIC COMMENT PERIOD / 15 MINUTES
PRESENTATION(S):

1. Mostly Modern Music Festival
2. Clear Government – Budget Transparency Portal on the City Website

EXECUTIVE SESSION:

CONSENT AGENDGA:

1. Approval of 01/31/2022 Pre-Agenda Meeting Minutes
2. Approval of 02/01/2022 City Council Meeting Minutes
3. Approval of 02/28/2022 Pre-Agenda Meeting Minutes
4. Approval of 02/28/2022 Pre-Agenda Meeting Transcript

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12. Approve Mid-Warrant – 2021, 21MWAPR1 \$808,075.53
13. Approve Warrant – 2022, 22APR2 \$601,441.06

MAYOR'S DEPARTMENT

1. Discussion and Vote: Resolution: In Memoriam Anthony J. "Skip" Scirocco 1948 – 2022
2. Discussion and Vote: Resolution Naming the Music Hall "The Anthony J. Scirocco Music Hall"
3. Discussion and Vote: Resolution Creating Commissioner of Public Works Search Committee
4. Discussion and Vote: Resolution re: Interim DPW Agendas
5. Discussion and Vote: Resolution – City Attorney
6. Discussion and Vote: Resolution Requesting State Legislation to Expand Residency Requirement for City Attorney
7. Set Public Hearing: UDO Amendment 1 – Remove Uses from Greenbelt
8. Set Public Hearing: UDO Amendment 2 – Land Use Boards Criteria for Greenbelt
9. Set Public Hearing: UDO Amendment 3 – Enhance Stream and Wetland Protections
10. Set Public Hearing: UDO Amendment 4 – Amend Land Disturbance Activity Permit
11. Discussion and Vote: Resolution in Support of NYS Crash Victims Rights & Safety Act
12. Discussion and Vote: Accept Donation of file Cabinets from Law Office of Ronald J. Kim PC
13. Discussion and Vote: Approval to Adopt Citizen Advisory Committee Recommendations 2022 DCBG Funding
14. Discussion and Vote: Accept \$10,000 Donation from Saratoga County Children's Committee
15. Discussion and Vote: Accept \$5,500 Donation from Stewart's Shops Holiday Match
16. Discussion and Vote: Accept \$2,000 Donation from George and Martha Parker
17. Discussion and Vote: Accept \$1,000 Donation from the Rotary Club of Saratoga Springs
18. Discussion and Vote: Authorization for Mayor to Sign the 2022 State of New York Department of Health Renewal Application for a Permit to Operate Camp Saradac
19. Discussion and Vote: Approval of 2022 Camp Saradac Trips and Programs
20. Discussion and Vote: Authorization for the Mayor to Sign the Saratoga Spa State Park Bus Permit Application
21. Discussion and Vote: Authorization for the Mayor to Sign the It's Climb Time, LLC Service Agreement
22. Discussion and Vote: Authorization for the Mayor to Sign NYS DOH Renewal for Concession Stand
23. Discussion and Vote: Authorization for the Mayor to Sign the Pitney Meadows Community Farm Facilities Use Agreement
24. Discussion and Vote: Authorization for the Mayor to Sign the School & Group Running Practice and Training Permit Application

ACCOUNTS DEPARTMENT

1. Announcement: Earth Day
2. Announcement: Treetoga Event with Sustainable Saratoga

3. Announcement: Grievance Class is May 10, 2022, and Grievance Dan is May 24, 2022
4. Award of Bid: Bid Extension of Laboratory Services to Pace Analytical Services, LLC
Formerly known as CAN Environmental
5. Set Public Hearing: Amend City Code Re: Alcohol Sales and Use
6. Update: COVID-19 and Planned City Activities

FINANCE DEPARTMENT

1. Update: Participatory Budgeting
2. Update: City Finances
3. Discussion and Vote: Authorization for the Mayor to Sign Agreement with Quadient for
Postage Machine and Service
4. Discussion and Vote: Authorization for the Mayor to Sign No Cost Extensions Addendum 2
to Civics Plus Agreements for City Web Services
5. Discussion and Vote: Budget Transfers – Payroll
6. Discussion and Vote: Budget Transfers – Contingency

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to Sign Agreement with Greenridge
Cemetery
2. Proclamation: City of Saratoga Springs Arbor Week
3. Discussion and Vote: Sustainable Saratoga Tree Donation
4. Announcement: Milling and Paving Schedule
5. Announcement: 2021 – 2022 MS4 Annual Report

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Draft Ordinance on the Civilian Review Board
2. Discussion and Vote: Authorization for the Mayor to Sign Contract with Empire Ambulance
3. Discussion and Vote: Caroline Street School Traffic Safety Ordinance
4. Discussion and Vote: Authorization for the Mayor to Sign Affiliation Agreement with SUNY
Cobleskill
5. Discussion and Vote: Authorization for the Mayor to Sign Contract with DeNooyer Chevrolet
6. Discussion and Vote: Authorization for the Mayor to Sign NYSDOH application for Approval
of Plans for Public Water Supply Improvement and Application for Backflow Prevention
Devices

SUPERVISORS

Matt Veitch

1. Saratoga County Livestream Meetings & Technology Upgrades
2. Saratoga County Facilities Study
3. Saratoga County Hotel Foundation
4. Remembering Commissioner Scirocco

Tara N. Gaston

1. COVID-19 Update
2. April Board of Supervisors Meeting

ADJOURN



April 19, 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
Jason Tetu, Deputy Commissioner of DPS

Matthew Veitch, County Supervisor
Tara Gaston, County Supervisor

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

Civilian Review Board (CRB)

Mayor Kim opened the public comment period at 6:36 p.m.

Chris Mathieson of Friar Tuck Way, Saratoga Springs, stated not to be an advocate for the Civilian Review Board. Mathieson stated while the Office of Commissioner of DPS held by Mathieson, the Council looked to organize a Civilian Review Board and found it unnecessary during Commission Mathieson's administration. Mathieson stated under a Commission-based government the DPS Commissioner had civilian control over the police department. Mathieson stated to agree a Civilian Review Board would help create a safe environment, trust, and confidence of the community. Mathieson stated if the trust and confidence of the police department were brought into question, then prompt, appropriate effective procedures must be

available to solve any problems that arise. Mathieson stated misinformation had been raised about the Darryl Mount investigation. Mathieson stated to be available to Council Members to discuss the context of facts of the Mount investigation as Mathieson knows them to be.

Mayor Kim closed the public hearing at 6:39 p.m. and kept it open.

Community Development Block Grant Recommendations

Mayor Kim opened the public comment period at 6:39 p.m.

No one spoke.

Mayor Kim concluded the public hearing at 6:40 p.m. and kept it open.

Possible Amendments to Unified Development Ordinance (UDO)

Mayor Kim opened the public comment period at 6:40 p.m.

Chris Mathieson of Saratoga Springs stated to question the removal of country clubs and educational facilities from the rural residential district of the Unified Development Ordinance.

Mayor Kim concluded the public hearing at 6:41 p.m. and kept it open.

Sister City Relationship with Chekhov, Russia

Mayor Kim opened the public comment period at 6:42 p.m.

Mayor Kim stated the City of Saratoga Springs received a letter from the Counsel General of Ukraine asking the City to reconsider the sister-city relationship with Chekhov, Russia. Kim stated the relationship with sister-city started in 1999.

Commissioner Sanghvi stated to have received an email from former Chairperson Laura Chodos of the Saratoga/Chekhov Sister City Inc. Committee, who had been involved in the process of the sister-city relationship with Chekhov, Russia and served as Chair for eleven (11) years. Sanghvi quoted Chodos to have stated over 64 Russians had visited the City of Saratoga Springs and spent from a week to a year as guest of Saratogians' and local institutions. Chodos was quoted, by Sanghvi, to estimate during the eleven (11) years of involvement, the Russian guests spent approximately \$90k in food, entertainment, horse-racing in Saratoga Springs. Sanghvi stated the City should consider other countries the City of Saratoga Springs holds matching sister-city relationships. Mayor Kim stated former Mayor Klotz had been part of an exploratory visit to Russia, and had been involved in the association. Sanghvi recommended the idea be placed on hold and the City to be more deliberate on the severing of ties. (Saratoga-Springs-Chekhov Sister City Program Attached and linked).

Mayor Kim concluded the public hearing at 6:46 p.m. and proposed a vote at the next meeting.

Traffic Control – Caroline Street Elementary School

Mayor Kim opened the public comment period at 6:47 p.m.

Olivia O'Malley presented a petition to the Council regarding one-way signage at the Caroline Street Elementary School. Deputy Mayor Angela Kim received the petition and gave it to the Commissioner of Accounts for recording.

Olivia O'Malley of Saratoga Springs stated to be pleased the one-way sign removed from the ordinance. O'Malley stated to be disappointed a one-way sign had not been placed on Caroline Street past Schuyler Drive. O'Malley stated a portable Do Not Enter sign were used at Lake Avenue School. O'Malley stated to be appreciative of all the measures made so far.

Commissioner Montagnino stated the afternoon crossing guard used a saw-horse to prevent traffic. Montagnino asked O'Malley if that would be a reasonable alternative, and O'Malley confirmed it to be a reasonable alternative.

Mayor Kim concluded the public hearing at 6:50 p.m.

Weibel Avenue PUD Amendment

Mayor Kim opened the public comment period at 6:50 p.m.

Justin Grassi Esq. of Jones and Steves Law Firm, Saratoga Springs, stated to represent the applicant. Grassi stated the amendment had been initially introduced May 2021, and had since been amended. Grassi stated an overview to be in order for the Council to understand the current amendment in front of them. Grassi stated the Weibel Plaza Commercial PUD to be currently known to contain Hannaford Market, Tractor Supply Store, and Denny's Restaurant. Grassi stated the current PUD to be comprised of just over 39-acre parcel, which contain 16-acres of parcel which remain vacant. Grassi stated the 16-acre parcel to be the focus of the amendment, and clarified the PUD amendment contained the entire 39-acre parcel. Grassi stated the undeveloped 16 acres were nestled behind the Hannaford Market, and bordered north by the NYSDOT and the west boundary-line to be the NYS Adirondack Northway. Grassi stated the PUD had originally been approved in 1992. Grassi stated the genesis for the May 2021 application, had been due to the provision in the 1992 PUD which stated the 16- acre parcel know as Zone B of the PUD would expire and reverts to an RR-1 District, if not developed. Grassi stated the RR-1 District no longer existed.

Attorney Grassi stated to have brought the Weibel Avenue PUD Amendment to the Council to include the RR-1 redistricting issue part of the UDO. Grassi stated the YMCA PUD had a similar provision. Grassi stated it had been decided with the prior Council, the best course of action would be to submit a second application with an amendment to the PUD. Grassi stated the PUD Amendment contained an increase to the expiration date and incorporated additional land uses. Grassi stated the current PUD Amendment extended the expiration date of development to 2035, due to previous approved land uses would be subject to Planning Board site-plan review. Grassi stated three (3) additional uses to be: Warehouse Distribution & Wholesale Establishments, Marijuana/Cannabis Dispensary, and Marijuana/Cannabis Growing and Processing. Grassi stated the application had been supplemented due to the City of Saratoga Springs Planning Board and the Saratoga County Planning Board provided positive recommendations on expiration and

negative recommendation of new uses. Grassi stated to paraphrase the Boards reasoning to be, "the 1992 legislation had been before the comprehensive plan update and the comprehensive plan resulted in certain zoning guidelines for architectural and design work." Grassi stated language had been incorporated in the new amendment to include the suggestions from the Planning Boards in regards to the transect zones. Grassi stated the action being sought from the City Council would be their recommendations on the Amendment, and whether the language used would satisfy the Council and City Planning Board. Mayor Kim stated if Grassi would be satisfied with a referral from the Council, and Grassi replied a referral is the only action sought at this time.

Commissioner Moran asked if the Council closed the Public Hearing on the PUD Amendment, would the land use portion be opened for Public Hearing. Grassi stated to encourage reopening Public Hearings on the land use portion of the Weibel Ave PUD Amendment. Mayor Kim asked Grassi of known deadlines enacted on the amendment. Grassi stated the PUD reverted in 2012 to the non-existent RR-1 on the zoning map with no underlying zoning legislation. Commissioner Montagnino stated a zoning change would be required, the land use portion would return before the Council if it passed the Planning Board, which Montagnino recommended it be referred

Mayor Kim concluded the public hearing at 7:00 p.m.

CALL TO ORDER

Mayor Kim called the meeting to order at 7:00 p.m.

Roll Call

Kim – Aye

Montagnino – Aye

Sanghvi – Aye

Moran - Aye

Supervisor Gaston – Aye

Supervisor Veitch – Aye

Commissioner Moran requested a moment of silence to honor the passing of Commissioner Anthony J. "Skip" Scirocco.

PUBLIC COMMENT

Mayor Kim reminded the audience there is one (1) rule and three (3) suggestions: each speaker would have two (2) minutes to speak. Kim suggested to audience to remember they are members of a community speaking to public members of that same community, be kind, because kindness is never wasted, be factual because accuracy and truth are the foundations of our democracy.

Mayor Kim opened the Public Comment period at 7:02 p.m.

Eric Lawson of Saratoga Springs, stated to be member of dispute resolution professional as an arbitrator and mediation in the legal profession. Lawson stated to enthusiastically support the Councils adoption of Chapter 37 for the Civilian Review Board (CRB). Lawson stated it had arrived at a point of time that will go a very long way to resolve many controversies that have

involved and enveloped our community in the last few years. Lawson stated to have read the proposal carefully and realized many of the included provisions were adopted from the Police Reform Task Force under Co-Chair Jason Golub. Lawson stated as a professional in the field of dispute resolution, to have found nothing in the proposal to be objectionable. Lawson stated the CRB to be a neutral approach to provide a forum for citizens in the community to raise grievance with the police force. Lawson stated the CRB would work to advance peace and civility into the community.

Chris Mathiesen of Friar Tuck Way, Saratoga Springs, stated to agree with prior speaker Eric Lawson that the Civilian Review Board (CRB) could be neutral, but it would depend on the makeup of the board. Mathiesen stated within the proposal it is stated to be a member of the CRB, a person would be required to live in the City of Saratoga Springs for a minimum of six (6) month. Mathiesen stated a six-month resident of the City is too short of a period of time. Mathiesen stated within the proposal it is stated a complainant has up to 90-days to report an incident. Mathiesen stated 90 days is too long of time and complainants should be required to be quicker in their reporting of an incident. Mathiesen stated the hierarchy of the police department with the reallocation of the Assistant Chief position should be rethought. Mathiesen stated to have read a blog that mentioned police officer's Code of Conduct as it relates to adultery. Mathiesen stated adultery is an archaic part of NYS Law.

Alexis Brown of Saratoga Springs, stated gratitude for the lowering of the minimum age to 18 - 25 years old for members of the Civilian Review Board (CRB). Brown stated to bring attention to the CRB ordinance which stated members of the CRB should be individual of good character who must, at all times, remain unbiased and impartial. Brown stated the activist community are concerned with the verbiage and concerned future members of the Council would use those words to bar activists from joining the committee.

Commissioner Montagnino stated the language regarding good character is directly lifted from the part of the 50-point recommendations of the Police Reform Task Force. Montagnino stated there to be specific language from the Task Force with regard to felony convictions.

Mayor Kim moved to close the public comment period at 7:09 p.m.

PRESENTATIONS:

Mostly Modern Music Festival

Executive Director and Co-Founder of Mostly Modern Music Festival Victoria Paterson presented the 2022 Saratoga Season of the festival. Paterson stated to be a violinist and had spent 20 years on Broadway with husband Robert Paterson who is a classical composer. Paterson stated to have performed in Broadway shows: Moulin Rouge and Phantom of the Opera. Paterson stated the first Mostly Modern Music Festival at Skidmore College took place in 2018, and continued to be the home for the festival. Paterson stated the festival bring 200 people over three weeks. Paterson stated the festival contain an orchestra, chamber music, and the music festival is mostly modern music. Paterson stated the music festival is made up of 50 faculty members, and 150 students audition for the festival. Paterson stated the auditions are competitive and students were from Julliard, the Eastman School, and Curtis Institute to name a few. Paterson stated Mostly Modern Projects and Mostly Modern Pops are affiliates of the Mostly Modern Music Festival. Paterson stated during the pandemic, Mostly Modern played 7 music concerts 7/days a

week at Jacob Javits Center during the height of the vaccine allocation where the Center had seen up to 10,000 New Yorkers a day come in to receive the COVID-19 vaccination.

Paterson stated the Mostly Modern projects were sponsored by the National Endowment for the Arts and the New York State Council of the Arts. Paterson stated the June 2022 Mostly Modern Music Festival season to be June 8 – 24, 2022, with twelve (12) shows scheduled to be performed at Congress Park, Caffè Lena, and other locations around Saratoga Springs and on Broadway in Saratoga Springs.

Clear Government – Budget Transparency Portal on the City Website

Commissioner Sanghvi stated the Clear Gov budget transparency portal to be a new portal available on the City of Saratoga Springs website. Sanghvi stated the portal would replace the Open Gov portal.

Commission Sanghvi introduced Senior Market Development Executive Rob Battaglia from Clear Gov who gave the video presentation via Zoom. Battaglia stated Clear Gov is a cloud-based budgeting software company that work with over 600 local governments across the United States. Battaglia stated all budget modules used by Clear Gov complement the existing platforms used by the City of Saratoga Springs. Battaglia stated the Finance Department budget building process would streamline the communication process with Council Member. Battaglia stated the other module the City had signed up for is transparency software, which would communicate with internal stakeholders and with the public on financial information. Battaglia stated when the portal is implemented on the City website, the public would have the ability to view the demographic breakdown of the community, which the information is direct from the United States Census Bureau. Battaglia stated for financial transparency, the public would be able to upload historical and current budget data – the user could compare the budget versus actual activity during each fiscal year, as well as view major, important Capital Project information. Battaglia stated the ability to overview revenue and expenditures of each department in the City would be an option for the City to include on the portal. Battaglia stated a feature available to residents to be the public formulas associated with property tax bills, which could be customized, by the user, to view the data which show which department or expenditure of the city their actual tax dollars are going toward. Battaglia stated it would be up to each city as to which details and platforms are used and make available.

Commissioner Sanghvi stated the City to be in the process of finalizing the programs that would be incorporated in the City's version of the portal. Sanghvi stated Budget Director Lynn Bochner to be in the audience to answer questions. Sanghvi stated the Clear Gov portal had been stated before this administration, and looked forward to working to complete the process for use.

EXECUTIVE SESSION

There were no Executive Session.

SUPERVISORS

Matthew Veitch

Saratoga County Livestreaming Meetings and Technology Upgrades

Supervisor Veitch stated the Saratoga County I.T. upgrade provided the first full livestream Saratoga County Board Meeting. Veitch stated all meetings, going forward, to be livestreamed and posted on YouTube page and the Saratoga County website - SaratogaCountyNY.gov/meeting

Saratoga County Facilities Study

Supervisor Veitch stated the County Facilities Review and Study is being performed. Veitch stated the last review and study of County Buildings were performed twenty (20) years ago. Veitch stated the County built Public Safety and Public Health buildings a few years ago and quickly found them to be too small. Veitch stated the idea for the comprehensive review of county facilities and workforce were for efficiency of operations. Veitch stated six (6) proposals were received from the RFP, for the study, and interviews had been conducted with three (3) of the firms. Veitch stated Clark Patterson Lee had been chosen to win the award for the Saratoga County Facilities Study. Veitch stated the budget for the study had required amending for an additional \$47,000.00 on top of the proposed \$100,000.00 budget.

Saratoga Casino Hotel Foundation

Supervisor Veitch stated the Saratoga Casino Hotel Foundation met April 6, 2022. Veitch stated the foundation to be comprised of Chairperson Veitch, Chairman of the Board Mayor Kim, Terrance Connelly and Chip Foster. Veitch stated the grant program is traditionally funded by the Saratoga Casino to help not-for-profits to help with gambling addictions and other issues. Veitch stated the grant program would open in July with the deadline for applications to be August 31, 2022. The award of grants would be September 18, 2022.

Remembering Commissioner Scirocco

Supervisor Veitch stated Commissioner Scirocco had been a born and raised lifelong Saratogain. Veitch stated Commissioner Scirocco's passing had been a huge loss to the Saratoga Springs community. Veitch stated Scirocco had been a County Superior for eight (8) years. Veitch stated two memories of note of Scirocco's tenure as County Supervisor. Veitch stated Scirocco had been the primary advocate for the City of Saratoga Springs to receive 50% of the NYRA Admissions Tax. Veitch stated Saratoga County had received the full share of Admission Tax and did not share it with the City of Saratoga Springs, and it was Scirocco that fought for and received the 50% share on behalf of Saratoga Springs. Veitch stated during Scirocco's tenure as Supervisor he had been the Chair of the County DPW Committee. Veitch stated in the early 2000's, before the Geyser Road Trail, Scirocco was the advocate on the County level and ensured the bridge contained a pedestrian walkway. Veitch stated the Geyser Road Bridge had been the first Saratoga County bridge to have a pedestrian walkway. Veitch stated Scirocco had given so much effort and passion to the City of Saratoga Springs in his work with Saratoga Preservation, Infrastructure, and Parks and Recreation.

Supervisor Tara N. Gaston

COVID-19 Update

Supervisor Gaston stated COVID-19 numbers had increased in the County. Gaston stated the rolling 7-day PCR test positivity rate to be 9.3%. Gaston stated Saratoga Hospital is performing well, and Hospitals in Glens Falls and Albany no longer had available ICU beds. Gaston stated 80% of cases identified are the B.2 Omicron variant. Gaston stated a Federal Court found the travel mask mandated to be invalid. Gaston stated there to be no ban on face masks.

April Board of Supervisors Meeting

Supervisor Gaston stated April 2022 Board of Supervisors Meeting had much conversation regarding the Saratoga County Facilities Study. Gaston stated accessibility to County buildings and services were discussed at the meeting. Gaston stated Social Services and Public Health were additional issues discussed.

Mayor Kim moved and Commissioner Moran seconded to approve the consent agenda as listed:

1. Approval of 01/31/2022 Pre-Agenda Meeting Minutes
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MAYOR'S DEPARTMENT

1. Discussion and Vote: Resolution: In Memoriam Anthony J. "Skip" Scirocco 1948 – 2022

Mayor Kim and the City Council in memoriam honored fallen comrade Commissioner Anthony J. "Skip" Scirocco 1948 – 2022 with a Resolution of the City Council of the City Council of the City of Saratoga Springs read into the minutes at the regular meeting of the City Council. Kim stated Anthony J. "Skip" Scirocco, former Saratoga Springs County Supervisor and Saratoga Springs Commissioner of Public Works died in Saratoga Springs on April 6, 2022, just over there months after beginning his 23rd year as an elected officer of Saratoga County and the City of Saratoga Springs. (Resolution attached and linked).

Mayor Kim moved and Commissioner Moran seconded the Resolution in Memoriam of Anthony J. "Skip" Scirocco 1948 -2022.

Ayes – All

2. Discussion and Vote: Resolution Naming the Music Hall “The Anthony J. Scirocco Music Hall”

Mayor Kim in memoriam of honored fallen comrade Commissioner Anthony J. “Skip” Scirocco 1948 – 2022 read into the minutes of the City Council Meeting a Resolution of the City Council of the City of Saratoga Springs naming the historic Music Hall area on the third floor of Saratoga Springs City Hall shall be designated and named The Anthony J. Scirocco Music Hall. Kim stated appropriate signage be installed forthwith to indicate the designation. (Resolution attached and linked).

Mayor Kim moved and Commission Moran seconded the Resolution to rename the Music Hall on the third floor of Saratoga Springs City Hall to “The Anthony J. Scirocco Music Hall.”

Ayes – All

3. Discussion and Vote: Resolution Creating Commissioner of Public Works Search Committee

Mayor Kim stated a Commissioner of Public Work Search Committee would be developed to replace the irreplaceable Commissioner Scirocco’s position as Commissioner of DPW. Kim stated the replacement would be for a temporary appointment of Commissioner of DPW, which would require a special election in November 2022 for the position.

Mayor Kim read into the minutes of the City Council Meeting a Resolution of the City Council of the City of Saratoga Springs, whereas, Section 2.4 of the City Charter provides that when a vacancy in elective office occurs other than by expiration of term, the City Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurred. Whereas, while Section 2.4 does not establish standards or procedures for the Council to adhere to when temporarily filling such a vacancy, the Council finds that it is in the public interest to create a process that invites qualified candidates to be interviewed and fairly considered. Section 2.2 of the City Charter provides that the Council may create such ad hoc committees and appoint members as deemed necessary in the public interest.

Mayor Kim announced the committee shall consist of five (5) members. Kim stated the Mayor and Commissioners of Finance, Public Safety and Accounts shall each appoint one member to the committee. Kim stated the City Council shall designate the fifth member, the Chair, and the Chair shall have the administrative power to call, schedule, organize, and conduct meetings, request information from city staff, and to cause minutes to be taken and kept. Kim stated the Committee shall be advisory only, and shall have no authority to exercise any powers of the City government. Kim stated at the end of its review of all the candidates deemed qualified, the Committee shall make recommendations to the Council to the person best qualified for appointment and the Council shall not be bound by the Committee’s recommendation. Kim stated the meeting would be open to the public by video, however, there shall be no public comment taken during the meetings. Kim stated the public shall be invited to provide comment in writing or electronically. (Resolution attached and linked).

Commissioner Moran stated clarity on the impact and fairness to potential candidates during a public meeting. Kim stated the designated Chairperson suggested transparency through observation by a livestream feed. Moran stated that would satisfy the concern stated.

Mayor Kim asked if the Council Members would be agreeable to put forth the names of their selected Committee Member. Kim announced the City Council agreed former Commissioner of Accounts John Franck to be named the Chairperson of the Public Works Search Committee. Commissioner Moran named Kristin Dart as the Commissioner of Accounts designee to the Committee. Commissioner Sanghvi named Barbara Thomas as the Commissioner of Finance designee to the Committee. Commissioner Montagnino named Timothy Holmes as the Commissioner of DPS designee to the Committee. Mayor Kim named Alexis Brown as the Mayors designee to the Committee.

Mayor Kim moved and Commissioner Moran seconded the Resolution to create a Commissioner of Public Works Search Committee.

Ayes – All

Mayor Kim announced rules the Committee would consider. Kim stated the candidate interviews would be held in the City Council Room in City Hall. Kim stated the interviews would be livestreamed, so the public can observe in real time and for future reference. Kim stated prior to the start of the interview, the candidates would be sequestered the day of the interview in the Mayor's Office to ensure no advantage of knowledge of questions before the candidates appointed interview. Kim stated the Committee Chair proposed each candidate would receive the same questions from Committee Members and the interviews would last 30 - 40 minutes each. Kim named the members put forth by the public for the position: Jason Golub, Anthony Scirocco Jr., Robert Bullock, and Billy McTygue. Kim stated anyone interested in the position of Commissioner of DPW to submit their resumes to the Mayor's Office no later than April 24, 2022. Kim stated the Committee schedules would begin within a week.

4. Discussion and Vote: Resolution re: Interim DPW Agendas

Mayor Kim stated the DPW management of duties and agendas of DPW be advanced by the Mayor's Office until there is an appointment of a Commissioner of Public Works. Mayor Kim read into the minutes of the City Council Meeting a Resolution of the City Council of the City of Saratoga Springs, whereas, while the Council shall act to fill the vacancy as soon as possible, the appointment of Commissioner Scirocco's successor requires reasonable time for due consideration, and during that time it is in the public interest for the daily business of the Department of Public Works to continue without interruption.

Mayor Kim continued with the Resolution to state the managerial and supervisory staff of the Department of Public Works shall forthwith submit all agenda items for their Department to the Mayor's Office prior to each City Council Meeting. Kim stated such items shall be processed with each agenda in the usual manner. Kim stated the Mayor shall consult with the staff of the DPW as deemed necessary and appropriate for the effective scheduling of each item submitted until a successor to Commissioner Scirocco had been appointed by the Council and had filed an oath of office. (Resolution attached and linked).

Mayor Kim moved and Commissioner Sanghvi seconded the Resolution regarding the Mayor's Office to process the interim DPW agendas.

Ayes – All

Commissioner Montagnino asked Mayor Kim if DPW Deputy Commissioner Joe O'Neill would become the point person to introduce the agendas to the Council. Kim stated the City Charter does not seem to allow for Deputy's to present at the Council table. City Attorney Izzo stated the City Charter is silent on that point. Izzo stated a Deputy derives authority from the Commissioner or Mayor who appointed them. Izzo stated the resolution put forth would resolve any discrepancies. Izzo stated the City Council had the authority to enact a resolution to change and clarify similar issues. Mayor Kim stated the hope for an appointment of Commissioner of Department of Public Works to happen on or about the first week of May 2022.

5. Discussion and Vote: Resolution – City Attorney

Mayor Kim read into the minutes of the City Council Meeting a Resolution of the City Council of the City of Saratoga Springs, whereas, on February 15, 2022, the Mayor appointed Anthony J. Izzo to the position of Interim City Attorney, with the unanimously approved resolution relative to that position. Kim stated the Council finds it appropriate to make amendment to the previous resolution, therefore, be it resolved, that the Council acknowledges the Mayor's appointment of Anthony J. Izzo as City Attorney, and said appointment is to supersede the previous appointment of Interim City Attorney. Kim stated appointment of Anthony J. Izzo as City Attorney for a term to continue through December 31, 2023, subject to the Charter. Kim stated all other terms contained in the February 15, 2022, resolution shall continue in full force and effect. (Resolution attached and linked).

Mayor Kim moved and Commissioner Montagnino seconded the resolution to name Anthony J. Izzo as City Attorney.

Ayes – All

6. Discussion and Vote: Resolution Requesting State Legislation to Expand Residency Requirement for City Attorney

Mayor Kim read into the minutes of the City Council Meeting a Resolution of the City Council of the City of Saratoga Springs, whereas, Section 3 of the Public Officers Law require that local officers must be residents of the political subdivision or municipal corporation for which they shall be chosen or be required to exercise official functions.

Mayor Kim stated due to the residency language in the Public Officers Law, all City Attorneys appointed by the City of Saratoga Springs have resided within the City of Saratoga Springs. Kim stated the opportunity for Council members to seek qualified individuals for the position from anywhere in Saratoga County or adjoining counties would result in a significant benefit to the public. Kim stated many municipalities had already sought exceptions to the residency language for designated officers, and the state legislature had granted more than 70 such exceptions in Section 3 of the Public Officer Law. Kim stated the Council found legislation allowing the appointment of persons residing in the County of Saratoga or in adjoining counties within the State of New York, to the

position of city attorney is reasonable, practical, and consistent with the city's goals. Kim stated the Council declared its intention to submit a proposal for such legislation to the offices of Senator Daphne Jordan and Assemblyperson Carrie Woerner for submittal to the State Legislature as soon as practicable. (Resolution attached and linked).

Mayor Kim moved and Commission Montagnino seconded the resolution requesting state legislature to expand residency requirements for the city attorney.

Ayes – All

7. Set Public Hearing: UDO Amendment 1 – Remove Uses from Greenbelt

Mayor Kim requested to set a Public Hearing for Amendment 1 of the Unified Development Ordinance (UDO). Kim stated Amendment 1 to be a proposal to remove uses from RR-1 District and Gateway Commercial Rule the GCR Zoning District. Kim requested five (5) minutes for the Public Hearing.

8. Set Public Hearing: UDO Amendment 2 – Land-Use Boards Criteria for Greenbelt

Mayor Kim requested to set a Public Hearing for Amendment 2 of the Unified Development Ordinance (UDO). Kim stated Amendment 2 to be a proposal to explore the definitions and criteria of the Greenbelt that would assist in the Design Review Committee and Planning Board in moving forward with projects. Kim requested five (5) minutes for the Public Hearing.

9. Set Public Hearing: UDO Amendment 3 – Enhance Stream and Wetland Protections

Mayor Kim requested to set a Public Hearing for Amendment 3 of the Unified Development Ordinance (UDO). Kim stated Amendment 3 to be a proposal to enhance stream and wetland protections, which the proposal would give an approximate 100 ft. buffer for streams and wetland. Kim requested five (5) minutes for the Public Hearing.

10. Set Public Hearing: UDO Amendment 4 – Amend Land Disturbance Activity Permit

Mayor Kim requested to set a Public Hearing for Amendment 4 of the Unified Development Ordinance (UDO). Kim stated Amendment 4 to be a proposal to amend a land disturbance activity permit. Kim stated the amended permit would lend itself to protect a requested clearing of land by a land owner had remained original to the application. Kim requested five (5) minutes for the Public Hearing.

11. Discussion and Vote: Resolution in Support of NYS Crash Victims Rights & Safety Act

Mayor Kim stated there to be a packet of eight (8) bills designated as the New York State Crash Victims Rights and Safety Act before the State Legislature that would enhance protection involving cyclists, pedestrians, and motorists. Kim stated the series of bills would provide municipalities the ability to regulate speed limits in certain circumstances and allow for increased advocacy of the New York State Crash Victims Rights and Safety Act. (Resolution attached and linked).

Mayor Kim moved and Commission Moran seconded the resolution to support the initiatives of the New York State Crash Victims Rights and Safety Act.

Ayes – All

Commissioner Sanghvi stated to be prideful of the Councils' decision to support the Safety Act.

12. Discussion and Vote: Accept Donation of File Cabinets from Law Office of Ronald J. Kim P.C.

Mayor Kim announced to be downsizing the personal Law Office of Ronald J. Kim PC. Kim stated the office held four (4) file cabinets that would be put to good use in the Mayor's Office in City Hall. Kim stated the file cabinets value to be approximately three-hundred dollars \$300.00.

Mayor Kim moved and Commissioner Moran seconded the acceptance of the donation of four (4) file cabinets from the Law Office of Ronald J. Kim P.C.

Ayes – All

13. Discussion and Vote: Approval to Adopt Citizen Advisory Committee Recommendations 2022 CDGB Funding

Mayor Kim stated the CDGB funding grants total allocation to be \$298,000.00. Kim stated the recommended activities for 2022 Action Plan to be:

1. Saratoga Affordable Housing Group – Case Manager - \$18,000
2. Salvation Army – Case Manager - \$20,000
3. Rebuilding Together Saratoga County – Housing Rehabilitation - \$75,000
4. Saratoga Affordable Housing Group – Affordable Housing Rehabilitation - \$57,000
5. Franklin Community Center – Roof Replacement - \$40,000
6. Mother Anderson Women and Children's Shelter – Cooling System - \$15,000
7. RISE Housing and Support Services – Van Dam Flooring - \$ 20,000
8. Community Development Program Administration - \$53,000

Commission Sanghvi asked when funding recommendations are made are historical enquiries made of past discriminations by the groups seeking funding. Sanghvi stated the Salvation Army had history of discrimination against LGBTQ. Kim stated there had been Public Hearings on the recommendations, and enquiries could have been raised then. Kim stated the Citizen Advisory Group receive more requests than they're able to grant.

Mayor Kim moved and Commissioner Montagnino seconded the approval to adopt the Citizen Advisory Committee recommendations for 2022 CDGB funding allocation.

Ayes – All

14. Discussion and Vote: Accept \$10,000 Donation from Saratoga County Children's Committee

Mayor Kim stated items 14 – 22 pertained to Camp Saradac and items 14 -17 were donations toward Camp Saradac on behalf of the Recreation Department. Kim stated the

Saratoga County Children's Committee donated \$10,000 in scholarship funds to Camp Saradac.

Mayor Kim moved and Commissioner Sanghvi seconded the acceptance of a donation in the amount of \$10,000 from the Saratoga County Children's Committee for Camp Saradac.

Ayes – All

15. Discussion and Vote: Accept \$5,500 Donation from Stewart's Shops Holiday Match

Mayor Kim moved and Commissioner Sanghvi seconded to accept a donation in the amount of \$5,500 from Stewart's Shops Holiday Match for Camp Saradac.

Ayes – All

16. Discussion and Vote: Accept \$2,000 Donation from George and Martha Parker

Mayor Kim moved and Commissioner Sanghvi seconded to accept a donation in the amount of \$2,000 from George and Martha Parker for Camp Saradac.

Ayes – All

17. Discussion and Vote: Accept \$1,000 Donation from the Rotary Club of Saratoga Springs

Mayor Kim moved and Commissioner Sanghvi seconded to accept a donation in the amount of \$1,000 from the Rotary Club of Saratoga Springs for Camp Saradac.

Ayes – All

Commissioner Sanghvi and Commissioner Moran thanked those who gave donations to Camp Saradac. Commissioner Moran stated to have attended Camp Saradac throughout the Commissioner's childhood.

18. Discussion and Vote: Authorization for Mayor to Sign the 2022 State of New York Department of Health Renewal Application for a Permit to Operate Camp Saradac

Mayor Kim moved and Commissioner Moran seconded to authorize the Mayor to sign the 2022 New York Department of Health Renewal Application for a permit to operate Camp Saradac.

Ayes – All

19. Discussion and Vote: Approval of 2022 Camp Saradac Trips and Programs

Mayor Kim stated the 2022 Camp Saradac Trips and Programs were part of 2022 adopted budget in the amount of \$18,420.

Mayor Kim moved and Commissioner Moran seconded the approval of the 2022 Camp Saradac Trips and Programs.

Ayes – All

20. Discussion and Vote: Authorization for the Mayor to Sign the Saratoga Spa State Park Bus Permit Application

Mayor Kim stated the Saratoga Spa State Park Bus Permit Application were part of the 2022 adopted budget in the amount of \$420.00

Mayor Kim moved and Commissioner Sanghvi seconded to authorize the Mayor to sign the Saratoga Spa State Park Bus Application for Camp Saradac.

Ayes – All

21. Discussion and Vote: Authorization for the Mayor to Sign the It's Climb Time, LLC Service Agreement

Mayor Kim stated the agreement is a climbing wall used by Camp Saradac were part of the 2022 adopted budget in the amount of \$1,425.

Mayor Kim moved and Commissioner Moran seconded to authorize the Mayor to sign the It's Climb Time, LLC Service Agreement in the amount of \$1,425.00.

Ayes – All

22. Discussion and Vote: Authorization for the Mayor to Sign NYS DOH Renewal for Concession Stand

Mayor Kim moved and Commissioner Moran seconded to authorize the Mayor to sign the New York State Department of Health Renewal for permit of the concession stand and operation at the Eastside Recreation Center.

Ayes – All

23. Discussion and Vote: Authorization for the Mayor to Sign the Pitney Meadows Community Farm Facilities Use Agreement

Mayor Kim stated the agreement is with the Recreation Department Summer Running Program to run June 27th – August 20th.

Mayor Kim moved and Commissioner Moran seconded to authorize the Mayor to sign the Pitney Meadows Community Farm Facilities Agreement

Ayes – All

24. Discussion and Vote: Authorization for the Mayor to Sign the School & Group Running Practice and Training Permit Application

Mayor Kim stated the application to be an authorization to sign a contract with the New York Parks & Recreation and Historic Preservation to operate a running program in the Saratoga Spa State Park from July 5th – August 20th.

Mayor Kim moved and Commissioner Moran seconded to authorize the Mayor to sign the School and Group Running Practice and Training Permit Application.

Ayes – All

ACCOUNTS DEPARTMENT

1. Announcement: Earth Day

Commissioner Moran announced Friday, April 22, 2022, to be Earth Day. Moran stated the City of Saratoga Springs had not formally recognized Earth Day. Moran announced the Accounts Department would form a committee to celebrate Earth Day starting in 2023.

2. Announcement: Treetoga Event with Sustainable Saratoga

Commissioner Moran stated the Treetoga Event with Sustainable Saratoga would take place April 30, 2022. Moran stated the urban forest had been under attack due to overdevelopment. Moran stated Sustainable Saratoga estimated the City of Saratoga Springs to be down 7,000 trees. Moran stated the Treetoga Event is community event, where a record 53 trees would be planted around the City of Saratoga Springs. Moran stated the tree locations had been designated for 2022, and encouraged interested parties to sign up for tree placement for 2023. Moran stated the event would start the event at Pitney Meadows. Moran stated the trees are to be planted along the right of way on the City's streets. Moran stated to encourage the public to plant trees in their yards to maintain the City in the Forest appeal.

3. Announcement: Grievance Class is May 10, 2022, and Grievance Day is May 24, 2022

Commissioner Moran stated the Assessment Department would hold a grievance training class open to the public on May 10, 2022, at 5:30 pm in the City Council Room. Moran stated the grievance classes were meant to assist the public in the correct way to fill out an assessment grievance application and to educate the public on the grieving process. Moran stated the grievance class would be available online for those unable to attend the class in person. Moran stated the Assessment's Grievance Day is May 24, 2022, and residents do not need to be present to grieve their assessment. Moran stated if a resident would like to appear before the Assessment Board of Review, the resident would be required to have their completed application and documentation submitted to the Assessment Department prior to the hearing session. Moran stated at the time of the application submission, an assigned time would be given to the resident to appear before the Board. Moran stated the grievance process is to ensure fairness.

4. Award of Bid: Bid Extension of Laboratory Services to Pace Analytical Services, LLC Formerly known as CAN Environmental

Commissioner Moran stated a redraft agreement with CAN Environmental is required due to being acquired by Pace Analytical Services, LLC.

Commissioner Moran moved and Montagnino second the bid extension of laboratory services to Pace Analytical Services, LLC formerly known as CAN Environmental for an additional year under the same terms, condition, and prices as awarded under bid 2020-06.

Ayes – All

4. Set Public Hearing: Amend City Code Re: Alcohol Sales and Use

Commissioner Moran requested a Public Hearing at the May 3, 2022, City Council Meeting to amend the City Code regarding alcohol sales and use. Moran stated the Department of Accounts had expanded the capability of local restaurants by extending the dining space onto City sidewalks and streets. Moran stated under the authorization of current state legislation, businesses were granted the authority to extend the sale of alcohol and service into the extended designated space. Moran stated the extension of the current state legislation of alcohol service had the ability to end, and it would be important for the City to gain local control over that type of situation. Moran stated by amending the City Code to facilitate alcohol sales and use, within the extended dining spaces would ensure the City's restaurants would continue to extend the full benefits of the businesses. Moran stated the Public Hearing would include the topic of alcohol sales and use for Special Events licensed by the City of Saratoga Springs. Moran stated gaining local control for alcohol sale and use would be useful to have the ability to administer, regulate, and frame the use for Special Events. Moran stated Congress Park and the Canfield Casino to be the only City properties with the authority for sale and use of alcohol. Moran stated the intent would be to carve out Congress Park and Canfield Casino to prevent large events planned in the historic park. Moran stated to be working with Attorney Izzo to determine all the areas in the code to address to gain control over the process as it pertains to Special Events and outdoor dining.

5. Update: COVID-19 and Planned City Activities

Commissioner Moran stated 1,800 COVID-19 home tests are available to the public at each firehouse. Moran stated the test kits have a June 2022 expiration, and the City would make them available to large group events.

FINANCE DEPARTMENT

1. Update: Participatory Budgeting

Commissioner Sanghvi stated the Finance Department had a successful meeting at the Senior Center, and are looking to neighborhood meetings to discuss participatory budgeting. Sanghvi stated the Finance Department encouraged the public to join the participatory budgeting committee. Sanghvi stated to receive a Curling Club proposal as the first proposal for project consideration. Sanghvi stated participatory budgeting is an inclusive budget process that promotes sustainable public good and encourages civic engagement. Sanghvi stated the second public forum scheduled for April 26, 2022, at 6 p.m. in The Anthony J. Scirocco Music Hall.

2. Update: City Finances

Commissioner Sanghvi stated the 2022 budget the City of Saratoga Springs received \$ 3.9 Million Dollars from the Federal ARPA Funds. Sanghvi stated ARPA Funds would not be available in 2023 – meaning 7% of the present budget would not be available in 2023. Sanghvi stated the City had a financial commitment to the new Emergency Rescue Station. Sanghvi stated it to be essential to have a good sales tax year to fill the 7% hole. Sanghvi stated the sales tax to date for 2022 had been 13.7% higher than 2021. Sanghvi stated the occupancy tax report provided by Saratoga County for 2022 the City of Saratoga Springs received 74,989.00, which is 1% of the tax. Sanghvi stated it indicated a good start to the 2022 tourism season.

3. Discussion and Vote: Authorization for the Mayor to Sign Agreement with Quadient for Postage Machine and Service

Commissioner Sanghvi stated the postage machine and service would be for use by all City Departments.

Commissioner Sanghvi moved and Commissioner Montagnino seconded to authorize the Mayor to sign the agreement with Quadient for postage machine use and service.

Ayes – All

4. Discussion and Vote: Authorization for the Mayor to Sign No Cost Extensions Addendum 2 to Civics Plus Agreements for City Web Services

Commissioner Sanghvi stated the authorization for extension requested had been from a previous agreement contract. Sanghvi stated the web service had been budgeted for 2022 and there would be no additional cost to the City, but in 2023, the cost would be approximately \$10,500.00.

Commissioner Sanghvi moved and Commissioner Moran seconded to authorize the Mayor to sign the no-cost extensions of addendum 2 to Civics Plus Agreements for City website services.

Ayes – All

5. Discussion and Vote: Budget Transfers – Payroll

Commissioner Sanghvi stated lines 1 – 7 were a transfer of funds to Police Department overtime from various Police Department wage lines in the amount of \$170,041.00. Sanghvi stated lines 8 – 14 were a transfer of funds to Parks, Open Space, Historic Preservation & Sustainability for wage insurance and benefits from Assistant City Attorney wage line in the amount of \$57,260.14.

Commissioner Sanghvi moved and Commissioner Montagnino seconded the budget transfer – payroll as included in the agenda.

Ayes – All

6. Discussion and Vote: Budget Transfers – Contingency

Commissioner Sanghvi stated the budget transfer – contingency in the amount of \$6,294.06 was due to the 2.25% discount residents receive when paying property tax in full.

Commissioner Moran asked Commissioner Sanghvi how many properties took part in the tax discount. Sanghvi stated the Finance Department would get the answer to Moran's question.

Commissioner Sanghvi moved and Commissioner Moran seconded the budget transfer – contingency as included in the agenda.

Ayes – All

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to Sign Agreement with Greenridge Cemetery

Mayor Kim stated the Greenridge Cemetery Association Agreement dated back to 1966. Kim stated the City owned approximately eight (8) acres from Lincoln Avenue through the second gate. Kim stated the upkeep of the City-owned property within the cemetery to be substantial, along with the maintenance of the 200 feet of sidewalk requiring shoveling. Kim stated the DPW does not have the work force or be price competitive for the annual agreement in the amount of \$31,907.06 to maintain Greenridge Cemetery.

Mayor Kim moved and Commissioner Montagnino seconded to authorize the Mayor to sign the agreement with Greenridge Cemetery in the amount of \$31,907.06.

Ayes – All

2. Proclamation: City of Saratoga Springs Arbor Week

Proclamation of the City of Saratoga Springs Arbor Week

Whereas, for more than a century Arbor Day and Arbor Week celebrations have been held in communities across the United States. Principles of forestry, conservation, environmental responsibility are an important part of our nation's heritage; and whereas, the preservation of trees and forests is an issue of great concern to all of us. We in Saratoga Springs can be especially proud of the majestic elm trees that graced our city streets in great numbers during the 19Th and early 20Th centuries.

Today the City's Department of Public Works maintains that partnership with Sustainable Saratoga Treetoga Planting Program. We are proud to confirm renew our commitment to conserve, maintain, and repair and restore our trees, and to recognize them as part of what makes our city a unique and special place.

Therefore, the Department of Public Works with the City of Saratoga Springs, we are pleased to join with our city colleagues and with all Saratogian's in proclaiming the week of April 24 – 30, 2022, as Arbor Week

3. Discussion and Vote: Sustainable Saratoga Tree Donation

Mayor Kim stated the City of Saratoga Springs would accept a donation of trees to be planted in prominent locations on City property from Sustainable Saratoga. Kim stated the total value of the tree donation would be up to \$5,000.00. Kim stated April 30th would be the first day of planting trees for Treetoga # 11.

Mayor Kim moved and Commissioner Moran seconded to authorize the City of Saratoga Springs to accept a tree donation from Sustainable Saratoga.

Ayes – All

4. Announcement: Milling and Paving Schedule

Mayor Kim announced the 2022 Milling and Paving Schedule by the Department of Public Works to begin in May. Kim stated the milling and paving season would begin at Vanderbilt Avenue and Greenwich Place on May 9, 2022. Kim stated May 10, 2022; milling would take place on Nelson Avenue between Gridley Street and Crescent Avenue, while paving would take place at Vanderbilt Avenue and Greenwich Place. Kim stated paving would take place on May 11 on Greenwich Place and Nelson Avenue between Gridley Street to Crescent Avenue.

5. Announcement: 2021 – 2022 MS4 Annual Report

Mayor Kim announced on the City's municipal 2021 – 2022 MS4 Annual Report, the City's Municipal Separate Storm System, would be on the City's website for a thirty (30) day public review and comment period on May 1, 2022. Kim stated the MS4 program is a statewide-administered program by the New York State Department of Environmental Conservation with required annual updates on specific requirements designed to prevent storm water pollution in order to protect waterbodies and ecosystems from runoffs from the City's Storm Sewer System. Kim stated the MS4 program coordinator would receive written public feedback in the City's Engineers Office at Al.Flick@Saratoga-Springs-org

PUBLIC SAFETY DEPARTMENT

Commissioner Montagnino proudly announced the promotion of Deputy Commissioner Jason Tetu from the rank of Major to the rank of Lieutenant Colonel in the United States Army Reserve. Montagnino stated Tetu had served the country for over thirty years as a Reserve Officer and served the City of Saratoga Springs for over twenty-five years as a police officer and Patrol Sergeant.

1. Announcement: Draft Ordinance on the Civilian Review Board

Commissioner Montagnino announced the Draft Ordinance on the Civilian Review Board is ready for review and submission. Montagnino stated the ordinance created for the Civilian Review Board established by the City of Geneva had recently been struck down by a Division of the NYS Supreme Court in the 4th Judicial District. Montagnino stated to be in final review of the draft for the city ordinance to ensure the Civilian Review Board Ordinance created by the City of Saratoga Springs avoid the pitfalls the City of Geneva experienced.

Montagnino stated at the May 3, 2022, City Council Meeting to have the final draft of the Civilian Review Board for Discussion and Vote.

Commissioner Moran asked Commissioner Montagnino the baseline of the draft ordinance previously brought forward for public review contained the framework suggested by the task force on police reform. Commissioner Montagnino stated the bulk of the proposal mirror the recommendations of the police reform task force. Montagnino stated public hearings shaped any change made to the original ordinance. Montagnino stated the example of mandatory mediation to be a changed as optional at the option of the complainant. Montagnino stated the standard rules of evidence had been found to be overly burdensome to a complainant, and the proposal suggest a looser standard in administrative procedures.

Mayor Kim asked if the City Council chose to adopt the Civilian Review Board (CRB) Ordinance would the Charter require to be amended. Commissioner Montagnino stated the CRB is an advisory recommendation, and the power of the Charter remain preserved and did not curtail the authority granted to the Commissioner. Kim asked if collective bargaining agreements would be affected by the adoption of the CRB. Montagnino stated the proposal in the draft contain language which ensure when the Commissioner adopts or modify a recommendation to the CRB, the adoption or modification must be with consideration given to the terms of all current Collective Bargaining Agreements within the City of Saratoga Springs Police Department. Kim stated there would be no need or requirement for renegotiation to present Collective Bargaining Agreements. Montagnino stated the Mayor to be correct, and the present Collective Bargaining Agreements were respected within in the CRB. Kim stated the prior City Council Administration had stated the Collective Bargaining Agreements and the City Charter had prevented the Council from adopting the Civilian Review Board, which is found to be incorrect by the current City Council Administration.

2. Discussion and Vote: Authorization for the Mayor to Sign Contract with Empire Ambulance

Commissioner Montagnino stated Empire Ambulance had leased space at fire station # 2 for several years, at a lease price of \$3,000.00 a month. Montagnino stated the proposal for the 2022 calendar year would increase the lease to \$3,500.00 a month, and the lease would end December 31, 2022.

Commissioner Montagnino moved Commissioner Moran seconded to authorize the Mayor to sign a contract with Empire Ambulance.

Ayes – All

3. Discussion and Vote: Caroline Street School Traffic Safety Ordinance

Commissioner Montagnino stated the Caroline Street Traffic Safety Ordinance in the agenda to be harmonious with the suggestions made at previous Council Meetings. Montagnino stated to ensure the extension of the 15-mile an hour zone in the ordinance would be coterminous with state requirements.

Commissioner Sanghvi asked to view the petition received by the Council at the Public Hearing portion of the meeting by Olivia O'Malley. Sanghvi reviewed the petition. Commissioner Montagnino stated the emergency signage that had been placed at a Caroline Street intersection had been removed, which satisfied the petition.

Commissioner Montagnino moved and Commission Moran seconded the adoption of the Caroline Street School Traffic Safety Ordinance.

Ayes – All

4. Discussion and Vote: Authorization for the Mayor to Sign Affiliation Agreement with SUNY Cobleskill

Commissioner Montagnino stated the affiliation agreement would allow SUNY Cobleskill paramedic students to ride along with the Saratoga Springs Fire Department. Montagnino stated the agreement to be at no cost to the City of Saratoga Springs.

Commissioner Montagnino moved and Commissioner Moran seconded to authorize the Mayor to sign the affiliation agreement with SUNY Cobleskill

Ayes – All

5. Discussion and Vote: Authorization for the Mayor to Sign Contract with DeNooyer Chevrolet

Commissioner Montagnino stated the contract to be for the purchase of a Chevy Tahoe for the Saratoga Springs Fire Department to be used as a command car for use by a SSFD Captain or high-ranking officer to travel between multiple scenes as necessary. Montagnino stated the state bid price for the vehicle to be \$62,816.79, and would contain all the required sirens, lights, and additional equipment.

Commissioner Sanghvi stated the need and requirement for the City of Saratoga Springs to purchase hybrid vehicles. Montagnino stated the thought process had been underway in the DPS, and the knowledge of infrastructure change required throughout the City of Saratoga Springs.

Commissioner Montagnino moved and Commissioner Sanghvi seconded to authorize the Mayor to sign a contract with DeNooyer Chevrolet.

Ayes – All

6. Discussion and Vote: Authorization for the Mayor to Sign NYSDOH applications for Approval of Plans for Public Water Supply Improvement and Application for Backflow Prevention Devices

Commissioner Montagnino stated the NYSDOH applications requested for signature involve fire station # 3. Montagnino stated the water main and sewer lines exist only to the end of Fifth Ave, and are required to be extended onto Henning Road. Montagnino stated the RFP are out for an April 28, 2022, bid. Montagnino stated the ground breaking for fire station # 3 to be nearby.

Commissioner Montagnino moved and Commissioner Moran seconded to authorize the Mayor to sign NYSDOH applications for approval of plans for public water supply improvement and application for backflow prevention devices.

Ayes – All

ADJOURN

Commissioner Sanghvi moved and Commissioner Moran seconded to adjourn the meeting at 9:18 p.m.

Respectfully submitted,

Barbara Brindisi
Assistant City Clerk

Approved:
Vote:



PO Box 236
Saratoga Springs, NY 12866

Saratoga Springs / Chekhov

Honorary Co-Chairs

Mayor Scott Johnson
Lucy Lyle Tower

Past Honorary Co-Chair

Theresa Behrendt

Chair

Laura Chodos

Vice-Chair

John Nelson

Secretary

Pat Fox

Treasurer

Ken Klotz, PhD

Committee

Clifford Ammon
Peggy Brown
Andrea Cotter
Phil Diamond
Anna Falotico
Susan Farnsworth
Tom Fox, PhD
Dan Forbush, PhD
Joseph A. Greco, PhD
Kate Graney, PhD
Barbara Jancar-Webster, PhD
Vera Kasson
Rhona Koretsky
Evgenia Korgstova
Charles Kuenzel
Marjorie King Martin
Lou Schneider
Donald E. Sevits

Chekhov / Saratoga Springs

Honorary Chair

Hon. Anatoly Chibeskoy
Chekhov Region
Hon. Alesander Slobodin
Mayor of Chekhov

Committee

Galena Smirnova
Elena Loukicheva
Sergeii Khomiakov
Alexander Pirkovski
Vlatcheslav Stepanov
Tamara Onkolova
Tatiana Galabourda
Elena Tolmatchev
Ivan Chmeliev

April 13, 2022

Dear Commissioner Minita Canghvi,

I was founding Chair of the Saratoga Springs-Chekhov Sister City, Inc. from 2001-2011. During this period we had a very successful program of activities with our sister city of Chekhov, Russia that attracted all age groups and a broad sample of community organizations including our schools, League of Women Voters, Skidmore College, SPAC, our public library, city government and beyond.

I attach a *Chronology of Events (2001-2011)* a fund-raising brochure that describes a few highlights of our programs involving students in our community.

We had over 65 Russians visit our City and spend from a week to a year as guests of Saratogians and local institutions.

Fiona Hill's biography, *There is Nothing for You Here* (2021) specifically mentions the sister city movement and similar programs as critically important citizen activities that strengthen friendship and cultural understanding around the world. We need more of that in our troubled world, especially for our young people who were always the focus of our work.

Laura Chodos,
768 North Broadway
Saratoga Springs, NY 12866

Saratoga Springs-Chekhov Sister City, Inc.

Building friendships and better understanding, one person and one community at a time

www.saratogasprings-chekhov.org; info@saratogasprings-chekhov.org

Chronology of Events, Saratoga Springs-Chekhov Sister City Program, 2000-2011

| | |
|-------------------|---|
| 2000 Sept | Exploratory Visit to Chekhov – Laura Chodos |
| 2001 May | Official Delegation Visits Chekhov: May, 2001 by 9 Saratogians |
| 2002 July | Official Delegation Visit to Saratoga Springs, Chekhov Mayor and city officials |
| 2002 July | Russian Children's Art Exhibit at Visitor Center & City Center |
| 2003 May | Open World Program – Local Government theme on <i>Our Libraries</i> |
| 2003 Aug | Visit to Chekhov – Mars Student Project , Charles Kuenzel. Science |
| 2003 Aug | WorldQuilt Tour - Exhibited in Chekhov and Tula |
| 2003 Nov | Chekhov Students visit Saratoga Springs High School |
| 2003 Nov | Open World Program – Rule of Law theme, <i>Local Government</i> |
| 2004 May | Magic of Russia Tour – Thirteen day tour ending in Chekhov (23 persons) |
| 2004 Aug | Chekhov Day at the Races Beamed to Chekhov, Russia by TV Channel 9 |
| 2004 Sept | Visit to Chekhov for 50th Anniversary Jubilee Celebration (cancelled due to Beslan school tragedy-murder of 100s of children) |
| 2004 Sept | Open World Program delegation – Education and Youth , theme, science LilacTree Planting, Congress Park – honoring Anton Chekhov Farewell Dinner- Yasnaya Polyana Balalaika Ensemble |
| 2004 Oct | Chekhov Jubilee Quilt - Exhibit at Saratoga Visitor Center |
| 2004 Nov | Chekhov Mayor - Killed in Automobile Crash in Russia |
| 2004 Nov | Open World Program - Democracy and National Elections |
| 2004 Dec | Annual Appeal to support youth exchanges |
| 2004 Dec | <i>Christmas on Broadway</i> – Group photo with Mayor Lenz |
| 2005 Mar | NASA Scientists visit Saratoga Springs High School |
| 2005 June | Open World Program – Education, theme, <i>Our Libraries</i> |
| 2005 Aug | Forum: Northeastern States Regional Sister Cities With Russian Partners |
| 2005 Oct | Open World Program delegation – Health and Environment |
| 2006 April | Annual Public Lecture - <u>Putin's Russia: A Portrait of People and Politics</u> |
| 2006 April | Chekhov Theatre Evenings Saratoga Arts Council |
| 2006 May | Montreal Museum Bus Tour - Catherine the Great : Era of Empire |
| 2006 July | International 50th Anniversary SCI Conference in Washington, DC |
| 2006 July | Student Mars Research Project Exhibit at Russian Embassy |
| 2006, July | Open World Program - Women in Leadership |
| 2007 Mar | Stravinsky Evening and Reception , Spa Little Theater |
| 2007 April | Open World Program – Education, theme, Mars Student Project |
| 2007 June | Luncheon and Play, Uncle Vanya at Hubbard Hall |
| 2007 Sept | Margo & Cliff Ammon Visit Chekhov for City Day Festival |
| 2007 Oct | Open World Program - 50th Anniversary of Sputnik |
| 2007 Dec | The Cherry Orchard , Skidmore College, dinner and theatre |
| 2008 Jan | Mayor Scott Johnson accepts Sister City Honorary Chairmanship |
| 2008 April | Annual Public Lecture, Politics of Oil , Professor Kate Graney, Skidmore |
| 2008 Nov | Open World Program - National Elections |
| 2008 Dec | Open World Program 2 Delegations of Educators visit Saratoga Springs |
| 2009 August | 55th City Day Celebration in Chekhov – Andrea Cotter, Laura Chodos |
| 2010 June | ArtsFest Partnership on Russian Music (Saratoga Chamber Players) |
| 2010 Oct | Skidmore Invitation to Chekhov for Dedication of Zankel Concert Hall |
| 2010 Oct | 10th Anniversary of Sister City; 150th Chekhov Anniversary Celebration |
| 2010 Aug. | Five Chekhov Investors visit Saratoga Industries and Racecourse |
| 2011 Mar. | Open World Program - Health and Aging (cancelled by committee) |

Contact persons:

Laura Chodos, Chair; laurachodos@gmail.com

Saratoga Springs-Chekhov Sister City, Inc. is a tax-exempt [501C(3)] organization, formed in 2001, to build friendship and understanding through cultural and educational exchanges.

NASA Project

Perhaps our most celebrated activity has been arranging for two high school students from Chekhov, Russia, and two of their teachers, together with 25 Saratoga Springs High School students and teachers, to work on the NASA Mars Student Imaging Program at Saratoga High School and at Arizona State University in Tempe.

While in Tempe, the students redirected the Themis, a visible wave-length camera on the Mars Odyssey satellite, as it orbits Mars every two hours. The student team then collected two images of Mars that would assist in their research topic, "The Existence of Water on Mars as Evidenced by Crater Morphology and Channel Structure."

The participation in the program of both local and Russian students was organized by Charles Kuenzel, Saratoga Springs High School science teacher and head of the school's NASA Space Club.

Mr. Kuenzel established the award-winning student research partnership between the two schools via the Internet. This is the first-ever joint student research project (MSIP) that the Mars Research Facility at Arizona State University/NASA has supported. The project is described on the NASA website.



Saratoga Springs & Chekhov High School students & teachers
attending the NASA Mars Student Imaging Program at Arizona State University in Tempe



Students from Saratoga Springs High School work on the joint research project in Arizona



Russian Scientist Dr. Anton Ivanov (globe) explains his thoughts on the research project

**Promoting peace
through
mutual respect and cooperation,
one individual and
one community
at a time**

Brochure design by Susan Farnsworth
slfdesign@aol.com

Your Contributions

Your contributions
to help further our activities are
welcome and most appreciated.

Kindly send your check to:

Saratoga Springs-Chekhov
Sister City, Inc.
c/o Mr. John Nelson
P.O. Box 236
Saratoga Springs, NY 12866

www.saratoga-chekhov.com

Name _____

Address _____

City _____

State _____ Zip _____

E--mail _____

Phone _____

___ Please inform me about Sister Cities activities

Thank you for your generosity.

Saratoga Springs, NY 12866
P.O. Box 236



Sister City Partnership:

Saratoga Springs, New York
&
Chekhov, Russia

Our Mission

*Saratoga Springs-Chekhov Sister City, Inc.
was established in 2001 to strengthen cultural
understanding, stimulate economic development,
and conduct long-term projects of mutual benefit—
especially projects involving our youth.*

Activities

The Open World Program of the Library of Congress sponsors visits of Russian officials to Saratoga Springs: Russian librarians visit to the Saratoga Public Library; Russian elected officials are guests of the Saratoga County League of Women Voters during two national elections; Chekhov educators and others attend a “Health and the Environment” program; a delegation from Chekhov attends the 50th Anniversary Sister Cities International Conference in Washington, D.C. and pays a visit to Saratoga Springs.

The Magic of Russia, a ten-day tour for American delegates to visit several Russian cities, including the sister city of Chekhov.

A Northeastern Regional Forum on U.S.- Russian sister city partnerships on the campus of Skidmore College.

“Putin's Russia: Portrait of People and Politics,” a lecture by Dr. Kate Graney of Skidmore College is held at Saratoga Springs Public Library.

Annual Chekhov Theater Evening is presented at the Saratoga County Arts Council.

**“Freedom is a blessing...;we can
no more do without it than
without air...”**

---Anton Chekhov (1860-1904)

Our Youth

The World Quilt, made by Saratoga Mentoring Program students with fabrics from around the world, is exhibited in Chekhov and other Russian cities.

The Chekhov Jubilee Quilt, designed and constructed by Chekhov students, is presented as a gift to the City of Saratoga Springs and exhibited at the Saratoga Springs Visitor Center.

Letters from Children were sent from Chekhov following the 9/11 tragedy. Saratoga students sent letters of sympathy after the Beslan school massacre.

Student visits Chekhov to study the Russian language and health services.

Russian Children's Art is displayed at the Saratoga Springs Visitor Center and our schools.





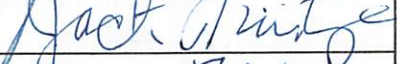
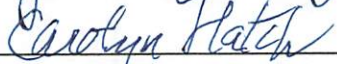
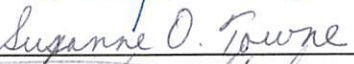
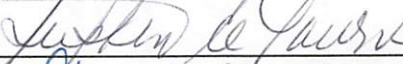
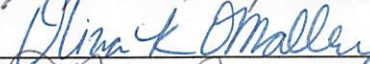
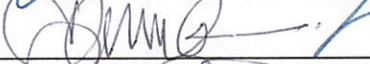


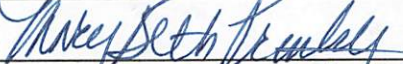

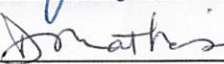




Saratoga Springs Children's Art is exhibited in schools in Chekhov and at the City Hall in Chekhov.

Sputnik 50th Anniversary Celebration (1957-2007), an invitation to the Russian space center at Star City, outside Moscow.



Yulia Zharkova, Chekhov, Russia, age 15, oil on pastel board

We, the undersigned, believe the restriction of traffic flow on Caroline Street and Benton Drive serves no purpose to the walkers of Caroline St. School. Additionally, it has created a huge disruption to the neighborhood 11 hours a day, 7 days a week. We are requesting the immediate removal of all respective signage, including the Do Not Enter Signs on Caroline and the No Right Turn sign on the south side of Benton.

| Name | Address | Signature |
|-----------------------|------------------|--|
| 1. Carson Salaway | 19 MacArthur Dr. |  |
| 2. Beth Clark | 21 MacArthur Dr. |  |
| 3. Nancy Roberts | 28 MacArthur Dr. |  |
| 4. John T Schmitt | 28 MacArthur Dr. |  |
| 5. Jack Mintz | 29 MacArthur Dr. |  |
| 6. Carolyn Hatch | 23 MacArthur Dr. |  |
| 7. Susanne O. Towne | 18 MacArthur Dr. |  |
| 8. Tipton LeTorne | 18 MacArthur Dr. |  |
| 9. Olivia O'Malley | 6 MacArthur Dr. |  |
| 10. Jennifer Sattler | 5 Benton Dr. |  |
| 11. Paul Sattler | 5 Benton Dr. |  |
| 12. Ryan O'Malley | 6 MacArthur Dr. |  |
| 13. Mary Beth Kennedy | 7 MacArthur Dr. |  |
| 14. Mason Stokes | 5 MacArthur Dr. |  |
| 15. Daria Mathis | 12 Iroquois Dr. |  |
| 16. Glen Mathis | 12 Iroquois Dr. |  |
| 17. Tim Horst | 24 MacArthur Dr. |  |
| 18. Alena Wierkema | 25 MacArthur Dr. |  |
| 19. | | |
| 20. | | |
| 21. | | Received  |

APR 19 2022

Accounts Department

71

We, the undersigned, believe the restriction of traffic flow on Caroline Street and Benton Drive serves no purpose to the walkers of Caroline St. School. Additionally, it has created a huge disruption to the neighborhood 11 hours a day, 7 days a week. We are requesting the immediate removal of all respective signage, including the Do Not Enter Signs on Caroline and the No Right Turn sign on the south side of Benton.

count once

| Name | Address | Signature |
|------------------------------|----------------------|------------------------|
| 1. Mary Halquist | 16 MacArthur Dr | Mary Halquist |
| 2. Derek Halquist | 16 MacArthur Dr | DEREK HALQUIST |
| 3. Susan Harst | 24 MacArthur dr. | Susan Harst |
| 4. Judy Guthrie | 10 Robin Hood Ct | Judy Guthrie |
| 5. Alexandra Crooks | 23 Benton Dr | Alexandra Crooks |
| 6. Kathy De Vries | 384 Caroline St S.S. | Kathy De Vries |
| 7. Marilyn Moran | 381 Caroline St | Marilyn Moran |
| 8. Shannon Martin | 382 Caroline St. | Shannon Martin |
| 9. Kathleen Salame | 365 Caroline St | Kathleen Salame |
| 10. Salwadee Salame | 365 Caroline St | Salwadee Salame |
| 11. GENEVIEVE Lero | 368 Caroline ST. | Genevieve Lero |
| 12. Paul Atkinson | 364 Caroline St | Paul Atkinson |
| 13. Bonnie Eberlin | 14 Salem Dr | Bonnie Eberlin |
| 14. Linda M Peck | 15 Salem Dr | Linda M Peck |
| 15. CAROL BURKE | 12 SALEM DR | Carol Burke |
| 16. Nancy Moran | 10 Salem Dr. | Nancy Moran |
| 17. Mike Moran | 10 Salem Dr. | Michael D. Moran |
| 18. Stephanie Martin | 8 Salem Dr. | Stephanie Martin |
| 19. Elizabeth Corino | 338 Caroline St. | Elizabeth Corino |
| 20. EMILY ESPEY | 260 LAKE AVE | Emily Espey |
| 21. | | |

Received

APR 19 2022

Accounts Department

We, the undersigned, believe the restriction of traffic flow on Caroline Street and Benton Drive serves no purpose to the walkers of Caroline St. School. Additionally, it has created a huge disruption to the neighborhood 11 hours a day, 7 days a week. We are requesting the immediate removal of all respective signage, including the Do Not Enter Signs on Caroline and the No Right Turn sign on the south side of Benton.

count once

| Name | Address | Signature |
|------------------------------|-------------------------------|------------------------|
| 1. Mary Hallquist | 16 MacArthur Dr. | Mary Hallquist |
| 2. Dore Hallquist | 16 MacArthur DR | DEREK HALQUIST |
| 3. Susan Harst | 24 MacArthur dr. | Susan Harst |
| 4. Judy Guthrie | 10 Robin Hood Ct | Judy Guthrie |
| 5. Alexandra Crooks | 23 Benton Dr | Alexandra Crooks |
| 6. JOHN S PIROG | 13 SLEEPY CT. | John S. Pirog |
| 7. Jackie Hasbrouck | 36 State St. Saratoga Springs | Jackie Hasbrouck |
| 8. Mary McCue | 308 Caroline St; 55 | Mary McCue |
| 9. Nancy Downing | 22 Benton Dr. | Nancy C. Downing |
| 10. Co. stance Giugliano | 18 Benton Dr. | Co. stance Giugliano |
| 11. Tracey LaBelle | 16 Benton Dr. | Tracey LaBelle |
| 12. Paul Viscusi | 13 Benton DR. | Paul Viscusi |
| 13. Mariah VanBerk | 19 Benton Dr. | Mariah VanBerk |
| 14. MOIRA AVANZINO | 25 Benton DR | MC Avanzino |
| 15. Janie Clecheto | 24 Benton Dr | Janie Clecheto |
| 16. Janice Christiano | 4 Benton Dr. | Janice Christiano |
| 17. Bill Christiano | " | William J. Christiano |
| 18. Eileen DiDonato | 8 Benton DR. | Eileen DiDonato |
| 19. Nicholas Prock | " | Nicholas Prock |
| 20. Alison Arost | 10 Benton Dr. | Alison Arost |
| 21. Carolyn E. Tang | 9 Benton Dr. | Carolyn Tang |

Received

APR 19 2022

Accounts Department

62

We, the undersigned, believe the restriction of traffic flow on Caroline Street and Benton Drive serves no purpose to the walkers of Caroline St. School. Additionally, it has created a huge disruption to the neighborhood 11 hours a day, 7 days a week. We are requesting the immediate removal of all respective signage, including the Do Not Enter Signs on Caroline and the No Right Turn sign on the south side of Benton.

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| 3. Susan Harst | 24 MacArthur dr. | Susan Harst |
| 4. Judy Guthrie | 10 Robin Hood Ct | Judy Guthrie |
| 5. Alexandra Crooks | 23 Benton Dr | Alexandra Crooks |
| 6. Bonnie Wasson | 3 Schuyler | Bonnie Wasson |
| 7. Emily Thomas | 5 Schuyler Dr. | Emily Thomas |
| 8. Brooke Thuston | 21 Schuyler Dr. | Brooke Thuston |
| 9. Joseph Martin | 30 Schuyler Dr. | Joseph Martin |
| 10. Melissa Ferrara | 16 Schuyler Dr | Melissa Ferrara |
| 11. Smriti Tiwari | 14 Schuyler Dr | Smriti Tiwari |
| 12. Eric Hirschmann | 14 Schuyler Dr | Eric Hirschmann |
| 13. Scot Seguire | 12 Schuyler Dr | Scot Seguire |
| 14. | | |
| 15. | | |
| 16. | | |
| 17. | | |
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| 19. | | |
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APR 19 2022

Accounts Department

Count once

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS**

**IN MEMORIAM
ANTHONY J. “SKIP” SCIROCCO 1948-2022**

WHEREAS, Anthony J. Skip” Scirocco, former Saratoga Springs county supervisor and Saratoga Springs Commissioner of Public Works, died in Saratoga Springs on April 6, 2022, just over three months after beginning what would have been his 23rd year as an elected officer of this City; and

WHEREAS, Commissioner Scirocco was one of a small number of City Council members who worked as a city employee before taking his place at the council table. He had great respect for our city’s historic buildings and streets, and in addition to his improvements to city infrastructure he oversaw many renovations, including the Canfield Casino, the Spirit of Life Statue, and the Civil War monument. His dedication to the thorough renovation of City Hall following its damage from a lightning strike will undoubtedly be considered among his greatest contributions. His commitment to a quality renovation helped prevent further deterioration, and his efforts made a critical difference in the preservation of this historic structure. In person, he was a kind and generous man who loved his family, his friends, and his community. His experience in city government earned him appreciation from his department’s employees, from his fellow council members, and from the public. His legacy to our city is vast, and his accomplishments will continue to be enjoyed and appreciated for many decades yet to come,

NOW, THEREFORE, BE IT RESOLVED, that, on behalf of the people of Saratoga Springs, this City Council hereby honors Commissioner Scirocco’s life, his memory, and his lifetime legacy of service to our city, and extends sympathy to his family.

READ into the minutes at the regular meeting of the City Council on April 19, 2022.

**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**

WHEREAS, Anthony J. Scirocco, Saratoga Springs Commissioner of Public Works, died in Saratoga Springs on April 6, 2022, just over three months after beginning what would have been his 23rd year as an elected officer of this City; and

WHEREAS, Commissioner Scirocco always respected our city's historic buildings. He worked frequently with historians and preservationists to make sure that repairs and renovations to historic structures were done carefully and responsibly. One of his outstanding achievements is the recent renovation to the Music Hall on the third floor of Saratoga Springs City Hall. For well over a century this large space has been used for a wide variety of public performances, meetings, conventions and other public events. Its careful and thoughtful restoration, which will be enjoyed by the public for many years, is part of the legacy that Commissioner Scirocco leaves to us.

NOW, THEREFORE, BE IT RESOLVED, that, on behalf of the people of Saratoga Springs, this City Council hereby establishes that the historic Music Hall area on the third floor of Saratoga Springs City Hall shall be, and hereby is, designated and named

THE ANTHONY J. SCIROCCO MUSIC HALL

The Council further directs that appropriate signage be installed forthwith to indicate this designation.

Dated:

Ayes Nays

**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, NEW YORK**

BE IT RESOLVED, by the City Council of the City of Saratoga Springs, New York, as follows:

WHEREAS, Commissioner Anthony J. “Skip” Scirocco has recently passed away during his elected term of office; and

WHEREAS, Section 2.4 of the City Charter provides that when a vacancy in elective office occurs other than by expiration of term, the City Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurred; and

WHEREAS, while Section 2.4 does not establish standards or procedures for the Council to adhere to when temporarily filling such a vacancy, the Council finds that it is in the public interest to create a process that invites qualified candidates to be interviewed and fairly considered. Section 2.2 of the City Charter provides that the Council may create such ad hoc committees and appoint members thereto as deemed necessary in the public interest,

NOW, THEREFORE, this Council hereby resolves as follows:

1. This Council shall create the Commissioner of Department of Public Works Search Committee (the “Committee”) for the purpose of interviewing candidates for the temporary appointment to the position of Commissioner of Public Works, as such temporary appointment is authorized by City Charter Section 2.4.
2. The Committee shall consist of five (5) members. The Mayor and the Commissioners of Finance, Public Safety and Accounts shall each appoint one member. The City Council shall designate the fifth member, the Chair, and the Chair shall have the administrative powers to call, schedule, organize, and conduct meetings, to request information from city staff, and to cause minutes to be taken and kept.
3. The Committee shall be advisory only, and shall have no authority to exercise any of the powers of the City government. At the end of its review of all candidates deemed qualified, the Committee shall make a recommendation to the Council as to the person best qualified for the appointment. The Council shall not be bound by the Committee’s recommendation.
4. The Committee’s meetings shall be open to the public, however, there shall be no public comment taken during the meetings. The public shall be invited to provide comments in writing or electronically at any time.

5. The Committee's responsibilities and its authority shall end when it makes its recommendation to the Council.

Dated:

Ayes _____ Nays _____

CITY COUNCIL OF THE CITY
OF SARATOGA SPRINGS, NY
By Dillon Moran, City Clerk

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NEW YORK**

BE IT RESOLVED, by the City Council of the City of Saratoga Springs, New York, as follows:

WHEREAS, Commissioner Anthony J. “Skip” Scirocco has recently passed away during his elected term of office; and

WHEREAS, Section 2.4 of the City Charter provides that when a vacancy in elective office occurs other than by expiration of term, the City Council shall appoint a person to fill such vacancy until the end of the official year in which said vacancy occurred; and

WHEREAS, while the Council shall act to fill the vacancy as soon as possible, the appointment of Commissioner Scirocco’s successor requires reasonable time for due consideration, and during that time it is in the public interest for the daily business of the Department of Public Works to continue without interruption,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The managerial and supervisory staff of the Department of Public Works shall forthwith submit all agenda items for their Department to the Mayor’s Office prior to each meeting of the City Council. Such items shall be processed along with each agenda in the usual manner. The Mayor shall consult with staff of the Department of Public Works as he deems necessary for the effective scheduling of each item submitted.
2. The Mayor shall introduce each item from the Public Works agenda at each Council meeting, and the Council shall act upon them as they deem appropriate.
3. This procedure shall remain in effect until a successor to Commissioner Scirocco has been appointed by the Council and has filed an oath of office.

Dated:

Ayes _____ Nays _____

CITY COUNCIL OF THE CITY
OF SARATOGA SPRINGS, NY
By Dillon Moran, City Clerk

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NEW YORK**

BE IT RESOLVED, by the City Council of the City of Saratoga Springs, New York,
as follows:

WHEREAS, On February 15, 2022 the Mayor appointed Anthony J. Izzo to the
position of Interim City Attorney, and this Council unanimously approved a resolution
relative to that position; and

WHEREAS, the Council finds it appropriate to make certain amendments to that
resolution,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Council acknowledges the Mayor's appointment of Anthony J. Izzo as
City Attorney, said appointment to supersede his previous appointment as Interim
City Attorney, and the Council hereby amends its prior resolution of February 15,
2022 to replace all references therein from "Interim City Attorney" to "City
Attorney"
2. The Council acknowledges the Mayor's appointment of Anthony J. Izzo as City
Attorney for a term to continue through December 31, 2023, subject to the
Charter.
3. All other terms contained in the February 15, 2022 resolution shall continue in
full force and effect.

Dated:

Ayes _____ Nays _____

CITY COUNCIL OF THE CITY
OF SARATOGA SPRINGS, NY
By Dillon Moran, City Clerk

STATE OF NEW YORK }
SARATOGA COUNTY }

**OATH OF OFFICE – SARATOGA COUNTY
CITY OF SARATOGA SPRINGS**

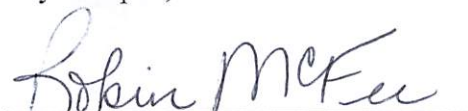
I, ANTHONY J. IZZO, do solemnly swear (or affirm) that I will support the Constitution and the laws of the United States, the Constitution and the laws of the State of New York, and the ordinances, laws and regulations of the City of Saratoga Springs and that I will faithfully discharge my duties as City Attorney for the City of Saratoga Springs according to the best of my ability.

By: 
ANTHONY J. IZZO, ESQ.

Appointment date: April 19, 2022

Term End date: December 31, 2023

Subscribed and sworn to before me this 21st
day of April, 2022.


Notary Public

ROBIN McFEE
Notary Public, State of New York
No. 01MC4903508 *Saratoga*
Qualified in ~~Washington~~ County
Commission Expires August 24, 2025



**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NEW YORK**

BE IT RESOLVED, by the City Council of the City of Saratoga Springs, New York, as follows:

WHEREAS, Section 3 of the Public Officers Law requires that local officers must be residents of the political subdivision or municipal corporation for which he or she shall be chosen or within which he or she will be required to exercise official functions; and

WHEREAS, the government of the City of Saratoga Springs includes a City Attorney who is appointed by the Mayor and who serves as general legal advisor to all city departments and entities; and

WHEREAS, because of the residency language in the Public Officers Law, all city attorneys so appointed heretofore have resided in the City of Saratoga Springs. This has significantly restricted the number of qualified persons available for this important position; and

WHEREAS, the opportunity for Council members to seek qualified individuals for this position from anywhere in Saratoga County or any adjoining county would result in a significant benefit to the public; and

WHEREAS, the Council is aware that many municipalities have already sought exceptions to the residency language for designated local officers, including several city attorneys throughout the state, and the state legislature has granted more than 70 such exceptions in Section 3 of the Public Officers Law,

NOW, THEREFORE, this Council finds that legislation specifically allowing the appointment of persons residing in the County of Saratoga, or in an adjoining county within the State of New York, to the position of city attorney is reasonable, practical, and consistent with the city's goals. The Council hereby declares its intention to submit a proposal for such legislation to the offices of Senator Daphne Jordan and Assemblywoman Carrie Woerner for submittal to the State Legislature as soon as practicable. The Council directs that a copy of this resolution be immediately forwarded to the offices of Senator Jordan and Assemblywoman Woerner.

Dated:

Ayes _____ Nays _____

CITY COUNCIL OF THE CITY
OF SARATOGA SPRINGS, NY
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, according to the New York State Department of Health, traffic deaths and injuries are a major, preventable public health problem. On average, three New Yorkers die daily in traffic crashes, and hundreds more are seriously injured with debilitating life-long consequences; and

WHEREAS, crashes are the leading cause of injury-related death, second leading cause of injury-related hospitalizations, and third leading cause for injury-related emergency department visits in New York State; and

WHEREAS, in 2020, 931 people were killed in crashes in New York State impacting drivers, passengers, people walking and biking, children, adults and seniors from every community across the state; and

WHEREAS, many motor vehicle crashes in New York involve cyclists and pedestrians. Bikes and pedestrians need safe passage along our streets and roads; and

WHEREAS, Saratoga Springs residents and people who use our streets are not immune to this epidemic; and

WHEREAS, a package of eight bills designated as the New York State Crash Victims Rights and Safety Act is currently under consideration by the State Legislature. These proposed laws would provide increased safety measures for pedestrians and cyclists, promote the development of complete streets, require specific driver education on bikes and pedestrians, and give additional rights to crash victims.

NOW, THEREFORE, BE IT RESOLVED, that this City Council supports the initiatives of the New York State Crash Victims Rights and Safety Act, and urges passage of all eight bills of the Act, and be it further

RESOLVED, that copies of this resolution be forwarded immediately to Senator Daphne Jordan, Assemblywoman Carrie Woerner, and Governor Kathy Hochul.

Dated: April 19, 2022

Ayes: Nays:

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK
By: Dillon Moran, City Clerk



PARTICIPATORY BUDGETING IN SARATOGA SPRINGS

Minita Sanghvi, Commissioner of Finance

WHAT IS PARTICIPATORY BUDGETING?

Participatory budgeting (PB) is a democratic process in which community members decide how to spend part of a public budget. It gives everyone a seat at the table and creates an inclusive budget process. The New York Times calls PB “revolutionary civics in action” — it deepens democracy, builds stronger communities, and creates a more equitable distribution of public resources.” (<https://www.participatorybudgeting.org/what-is-pb/>)

Our goals for Participatory Budgeting in Saratoga Springs, NY are:

- 1. Make our local government more inclusive:** Our goal with PB in Saratoga Springs is to expand and diversify participation in our city’s budget process.
- 2. Have meaningful social and community impact:** Our goal is to listen to needs of our community members and utilize PB to affect meaningful change.
- 3. Promote sustainable public good:** Our goal is to make sustainable decisions that promote the long-term future and well-being of the residents of Saratoga Springs, NY.
- 4. Create easy and seamless civic engagement:** Create another welcoming space for residents to become engaged, fostering a “contagious” civic environment.

HOW DOES PARTICIPATORY BUDGETING WORK IN SARATOGA SPRINGS?

All City residents and organizations are welcome to propose projects. Applications are available on the city website or in the Finance Department at City Hall. Submissions will be divided into two groups: Individual Projects and Organizational Projects.

Eligible projects may not exceed the annual “up to” amount allocated – 0.25% of the city’s general fund budget. They must be a one-time expenditure that can be completed with funds from this year’s participatory process. Eligible projects must benefit the public and be able to be implemented by the City of Saratoga Springs, legally and on public property.

ABOUT THE PARTICIPATORY BUDGET COMMITTEE

Saratoga Springs residents ages 18 and over are invited to apply to serve on the Participatory Budget Committee. This group will meet with project applicants, help them develop proposals that are financially, legally and logistically feasible, and help to oversee the public voting process. Applications are available on the City website, and can be collected in person from the Finance Department in City Hall. Final choices will be made by the Advisory Team.

VOTING FOR PROJECTS

Residents of the City of Saratoga Springs ages 18 and over are eligible to vote on all submissions. Each voter may cast a ballot for one individual project and one organizational project. The PB Committee will tally the results and present them to the Commissioner of Finance, who will bring final recommendations to the City Council for approval.

FOR MORE INFORMATION

Cities around the United States have incorporated participatory budgeting into their local government budget processes. Here are a few of them:

- The Participatory Budgeting Project <https://www.participatorybudgeting.org/>
- Cambridge, Massachusetts: <https://pb.cambridgema.gov>
- Freehold, New Jersey:
<https://www.freeholdboroughnj.gov/participatorybudgeting/index.html>
- Greensboro, North Carolina: <https://www.greensboro-nc.gov/departments/budget-evaluation/participatory-budgeting>
- New York City, New York: <https://council.nyc.gov/pb/>

GET INVOLVED!

Participatory budgeting is all about getting involved in our city. You can find more information, including PB Project Proposal forms and PB Committee Applications, online here: <http://saratoga-springs.org/2682/Participatory-Budgeting> or contact Deputy Commissioner of Finance, Heather Crocker, at heather.crocker@saratoga-springs.org.

CITY OF SARATOGA SPRINGS CITY COUNCIL MEETING

PRELIMINARY AGENDA

March 15, 2022

Held at

474 BROADWAY

SARATOGA SPRINGS, NEW YORK 12866

PRESENT:

RON KIM, Mayor

DILLON MORAN, Commissioner of

Accounts

JAMES MONTAGNINO, Commissioner of

Public Safety

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MAYOR KIM: We're gonna start our public hearing. Our first public hearing is for the 2022 water and sewer rates. Is there anyone that wishes to be heard on that matter (indiscernible) microphone, identify yourself and you have two minutes. Anyone on the 2022 (indiscernible). (Indiscernible) someone for the 2022 water and sewer? Okay. We'll move on because we have a very (indiscernible). For the second public hearing we have (indiscernible).

MS. BOSSHART: Hello. Samantha Bosshart with the Saratoga Springs Preservation Foundation. I wanted to speak about the amendment to the outdoor dining. While we fully support expanding the outdoor dining for three years to allow for businesses to adjust to COVID and its remaining uncertainties, we do feel that the aesthetics and how that impacts the streetscape needs to be part of this

Saratoga Springs City Council Meeting
process. Right now, as it's worded, the
-- the application doesn't call for any
information about what the materials or
what the -- the spaces will look like.
With that said, existing sidewalk cafes
businesses who have been doing this for
years, and who have gone through the
process, I think it's relatively unfair
that sidewalk cafes that are getting
this extended outdoor dining don't have
a similar review. If this were for one
year, perhaps that would be acceptable,
but to extend it for three years,
without any sort of review, I think
merits some -- some -- some discussion.
I know that this is the chair of the
Design Review Commission feels that also
that there should be a review. I
understand that there's a time, you
know, issue to get this started as
quickly as possible, but the Design
Review Commission already has a review
process in place for these types of
settings, and they have a history a
proven track record of doing that, and I

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1 think it's something that could easily
2 be adopted as part of this process as
3 far as appearances. And then oftentimes
4 that is part of a consent agenda. And
5 if -- I think it's unfair to wait three
6 years to decide whether or not things
7 are appropriate, after business owners
8 have made investment in these materials,
9 only to later possibly find out that
10 they're not appropriate. And so at that
11 point, I guess I would kindly ask for
12 that consideration as an amendment to
13 this amendment. Thank you.

14 MAYOR KIM: Does anyone else wish
15 to be heard (indiscernible)?

16 FEMALE SPEAKER 1: Ron, I don't
17 think your mic is on.

18 MAYOR KIM: So until we get that
19 (indiscernible) I'll just
20 (indiscernible). Does anyone wish to be
21 heard on the Chapter 136 outdoor dining?
22 Anyone else? Seeing no one else we'll -
23 - I believe we're closing that public
24 hearing, correct? So now we'll move on
25 to public hearing on Caroline Street

Saratoga Springs City Council Meeting
1 traffic control. Anyone wish to be
2 heard on the Carolina Street traffic
3 control public hearing that Commissioner
4 Montagnino set. Step up and identify
5 yourself.

6 MS. OMALLEY: Hi. Olivia O'Malley,
7 McArthur Drive. I'd first like to note
8 that two out of three of these measures
9 have permanently gone into effect ahead
10 of this public hearing. I am strongly
11 opposed to the extension of the one-way
12 traffic headed east on Caroline Street
13 pass Schuyler Drive. This Measure
14 provides practically no benefit to the
15 safety of the schoolchildren and at
16 great cost to the residents of the
17 neighborhood. The one-way is from 7:00
18 a.m. to 6:00 p.m., and it does not
19 restrict that to school days. That's 11
20 hours, seven days a week. I personally,
21 feel school dismissal is the most
22 problematic time. Parents have a 20-
23 minute window to drop kids off in the
24 morning, so the traffic is more spread
25 out. At dismissal, parents are all

Saratoga Springs City Council Meeting
1 leaving at the same time, so this -- the
2 same time kids are walking home, so
3 there's a steady stream of traffic down
4 Caroline Street. In a recent e-mail
5 from the school principal, he said
6 approximately 50 students were picked up
7 by parents five years ago. Now they
8 average 140 student -- students being
9 picked up by parents each day, and
10 nearly three times as many parent
11 pickups. The extension of the one-way
12 is not helpful because nearly all of the
13 cars coming down Caroline Street are at
14 the time -- at the time we're walking
15 are coming from the school. So the one-
16 way does nothing to reduce the number of
17 cars. Those cars are coming up behind
18 us as we walk home. This is incredibly
19 dangerous. The National Highway Traffic
20 Safety Administration safety tips for
21 pedestrians say to walk on a sidewalk,
22 and if none is available, to walk facing
23 traffic and as far from cars as
24 possible. They further go on to say
25 never assume drivers see you, they could

Saratoga Springs City Council Meeting
1 be distracted or impaired. It's best to
2 make eye contact with drivers to make
3 sure you are seen. We cannot make eye
4 contact with drivers to ensure they see
5 us or our children when they are
6 approaching from behind us. The measure
7 we are proposing would restrict cars
8 from traveling east on Caroline Street
9 one posted at school arrival and
10 dismissal only so roughly 20 minutes in
11 the morning and afternoon. This is the
12 same thing done at Lake Avenue School
13 for the car line on Regent Street. This
14 measure would have far less impact on
15 the neighborhood traffic 20 minutes
16 twice a day on school days, versus --

17 MAYOR KIM: You can wrap up.

18 MS. OMALLEY: -- 11 hours a day,
19 seven days a week, 365 days a year and
20 significantly reduced the risk to
21 pedestrians. We are the reason these
22 safety measures are being considered.
23 We brought this issue to the city and
24 called for increased safety measures.
25 We are the ones that walk this walk

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every day with one, two or three
children. We are also the ones that
live and drive in this neighborhood --

MAYOR KIM: Ma'am --

MS. OMALLEY: -- and our --

MAYOR KIM: -- your --

MS. OMALLEY: -- voices are being -

-

MAYOR KIM: -- your --

MS. OMALLEY: -- ignored.

MAYOR KIM: -- time's up.

MS. OMALLEY: Thank you.

MAYOR KIM: Thank you. Thanks very
much. Anyone else wish to be heard on
Caroline Street? You can state your
name and you have two minutes.

MR. MATHIS: Good evening. Glen
Mathis, Eastside Saratoga. I actually -
- I'd like to present a map of the area
to help further provide some clarity
around this. I know many of you are
familiar with the safety concerns that
residents have for their children when
walking to and from Caroline Street
elementary but just a quick recap here.

Saratoga Springs City Council Meeting

1 As you can see, we have several blocks
2 of residential streets that funnel onto
3 Caroline Street when traveling to and
4 from school, and this just shows some.
5 There's actually further east, Foxhall,
6 Sunrise are just a couple more.
7 Caroline Street during -- Caroline
8 Street during drop off and pickup is a
9 very busy narrow street with no sidewalk
10 which causes obvious safety issues for
11 our kids. There was a fantastic
12 proposal during the last City Council
13 meeting that was summarized nicely by
14 the Daily Gazette. Commissioner
15 Montagnino moved to close Caroline
16 Street between Schuyler and Benton
17 during pickup and drop off at the
18 school. There was an additional vote of
19 confidence behind this move that was
20 approved, four to zero. This plan has
21 also been put forward by the residents
22 of the Eastside community as the best
23 and safest plan while pending potential
24 sidewalk construction. This would in
25 effect cause traffic exiting the school

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1 onto Schuyler Drive and take them to
2 nearby east west alternatives to
3 Caroline. Schuyler Drive is a much
4 wider street than Caroline, it has
5 sidewalk on both sides of the road and
6 can easily accommodate this volume of
7 traffic. However, despite the move to
8 implement this plan in the unanimous
9 approval of the council, this plan did
10 not happen. Instead, a short section of
11 a no parking zone was placed between
12 Schuyler and Benton in the one-way
13 traffic zone had an east from the school
14 was continued another block to Benton.
15 Unfortunately, this is not a great plan
16 and many residents in the community
17 voiced their concern that continuing the
18 one-way would do little to mitigate the
19 safety concerns because the majority of
20 traffic is moving that way anyway. The
21 optics on this are not good. We were --
22 we were provided a commitment at the
23 last meeting that did not happen. I'm
24 here tonight to urge all of you to stick
25 with your commitment to us and

Saratoga Springs City Council Meeting
temporarily close Caroline Street
between Schuyler and Benton during
arrival and departure.

MAYOR KIM: Thank you.

MR. MATHIS: Thank you.

MS. CARINO: Good evening. My name
is Libby Carino. I am the owner of 338
Caroline Street. My home is the one
most affected by the new signage. A
couple of things I wanted to bring up
tonight, is the first -- the first issue
I noted was brought up by one of my
neighbors already, that city code
section 225-14 requires that all one-way
streets be included in a schedule, and
only modified by City Council vote and
an amendment to the ordinance. I'm not
aware of that happening, nor am I aware
of a public notice or public hearing to
have that occur. For me, in particular,
I've brought some photographs this
evening to indicate what the front
entrance to my home looks like right
now. This is two feet off of my front
walk. This morning, and yesterday

Saratoga Springs City Council Meeting
1 morning, there were six cars that pulled
2 around and turned around in my front
3 yard. There are tire marks now. This
4 was when the snow was still there. My
5 children are ages five and ten, both of
6 them attend Caroline Street. I have
7 lived on Caroline Street now for four
8 years. I deal with the traffic from the
9 track, sometimes at 50 miles an hour, 60
10 miles an hour in the middle of the
11 night, coming up from Caroline Street.
12 I've dealt with the people coming down
13 Caroline Street and driving through the
14 one-way in front of the school. I've
15 dealt with walking my kids, like Miss
16 O'Malley, back and forth every single
17 day, and now, I am having to have people
18 turn around in my driveway or in my
19 front yard to the detriment of my own
20 personal children. The concern that I
21 have is that the signs are not only an
22 unsightly, access to my driveway is
23 impeded, but in all my years working in
24 real estate development in this city and
25 in other municipalities, attending

Saratoga Springs City Council Meeting
1 hundreds and hundreds of meetings,
2 reading multiple traffic studies, and
3 every single one of my clients having to
4 demonstrate to the satisfaction of the
5 SEQRA regulations, no impacts to a
6 community that none of that was done
7 here. There is nothing in the record
8 that demonstrates a causal connection
9 between these measures and the impact
10 complained of. There is no doubt in my
11 mind that every single one of us here --
12 every single one of us here cares about
13 the safety of the children, of that I
14 have no doubt. I am also convinced that
15 as neighbors and the city we can work
16 together to implement safety mitigation
17 efforts that actually will have an
18 impact. Some of them have been heard
19 tonight.

20 MAYOR KIM: You're done.

21 MS. CARINO: I ask for that traffic
22 study, and I asked for a revisit of this
23 issue in strongest possible terms.
24 Thank you.

25 MS. HOLLER: Good afternoon. My

Saratoga Springs City Council Meeting
name is Jafline Holler. I live at 334
Caroline Street. I'm here to request
that the one-way signs be removed as
soon as possible. There were no parking
signs that were put up less than a week
ago, and without any forewarning or
anything else or without seeing how
those no parking signs implemented --
helped the children get to and from
school, all of a sudden, the one-way
signs were put up. I was out in front
of my house today, everyone who's coming
down Caroline Street, and if you had
seen the -- the -- the map that was up,
everyone comes down Caroline Street
stops, and then makes -- has to make a
right turn, is forced to make a right
turn, up that which leads the only way
out of that and then is to Lake. Now if
anybody's been driving up and down Lake
Avenue, you know, making a left turn on
Lake Avenue is a disaster. That Benton
and Lake Avenue intersection is right
where St. Clements Church and school
are, so what this one-way sign is now

Saratoga Springs City Council Meeting
doing this piece of one-way, Libby said
seven days a week, 11 hours a day, is
requiring that all of the traffic that
is flowing eastward from Caroline -- on
Caroline Street, be diverted up to
Benton and make, if they're traveling in
that direction, they have to make a left
turn in front of the church, in front of
the school, and I believe that's going
to be a big safety and -- safety problem
for the children that are going to that
school, the people who are going to
church there and the people in the
neighborhood. So as soon as we can get
those signs down, I'd ask you to do
that. Thank you.

MAYOR KIM: Thank you.

MS. MULQUIST: Hi, I'm Mary
Mulquist. I live on MacArthur Drive.
My two children are in first and third
grade. I continue to be very concerned
and frustrated by the traffic situation.
Since the last City Council meeting
dismissal has been nothing but chaotic
and confusing. We were told that cars

Saratoga Springs City Council Meeting
would be directed under Schuyler Drive,
but that has not happened. The police
are not always present for drop off and
dismissal and even when they are
present, they have not been directing
traffic on to Schuyler. Some of the
time, they're just in their car, some of
the time they're standing in the middle
of Schuyler Drive preventing cars from
turning onto Schuyler. This week, the
one-way signs were installed. As a
group we have expressed our frustration
with this recommendation in multiple
meetings and countless e-mails,
extending the one-way from Schuyler to
Benton does nothing to make our kids
safer. It only disrupts the
neighborhood with no real benefit. It's
also funneling traffic onto another road
without sidewalks. I know that we need
a dedicated crossing guard and I'm glad
that position has been posted, but in
the interim, what can we do to make the
situation less chaotic and less
stressful? Can the police be more

Saratoga Springs City Council Meeting
1 consistent and direct cars onto the --
2 onto Schuyler? As the warm weather
3 approaches, can we increase visibility
4 for walkers by adding striping or a
5 walking lane? Please help us. It
6 shouldn't be this hard and scary to walk
7 our kids to and from school.

8 MAYOR KIM: Thank you.

9 MR. GREY: Hi, I'm Ken Grey. I'm
10 Chair of Complete Streets. How you
11 folks doing? I guess I'm just speaking
12 from personal standpoint, because I've
13 driven by there several times, and my
14 business, I've been in risk management
15 insurance for over 40 years and from
16 perspective I worked with, personally
17 over 25 municipalities. And in the
18 past, I've worked with the City of
19 Saratoga Springs, and I'll bring up an
20 issue. Years ago, we had a problem with
21 dropping kids off at Gilbert Road when
22 we used to have the soccer programs
23 there. And it was chaotic, it was scary
24 and everything else, but we worked
25 together by bringing City Council people

Saratoga Springs City Council Meeting
together with those that were affected
the soccer parents and we found a
solution. And what I'm encouraging is
that I know it's tough, everyone's got a
lot of -- a lot of things on the plate,
but that somehow, you know, Jim, or
whoever the right person is that can
come and meet with the parents to look
at the situation because it is chaotic.
We're getting a lot of feedback again
from the Carolina parents,
understandably, so we don't want to have
an injury or anything like that. So
again, I -- my suggestion is get on
site, meet with the people that are
concerned, and to the woman that said
everyone has good intentions, we all
agree that, but I think it's got to get
solved. And having safety meetings and
everything else to discuss it isn't
making it better. So I think you got to
get on site together. Thank you.

MAYOR KIM: Anyone else wish to be
heard regarding the Caroline Street
traffic control public hearing? No one

Saratoga Springs City Council Meeting
1 else. Are we closing this public
2 hearing, Commissioner, or are we gonna -
3 -

4 COMMISSIONER MONTAGNINO: Well,
5 what -- what I would ask, Mr. Mayor, is
6 this. I know we have an item on the
7 public safety agenda regarding the
8 Carolina Street School situation, and we
9 have a lot of concerned parents here
10 right now. I would ask if it's possible
11 for us maybe to change the order of --
12 of things, so that we can have something
13 of a discussion of the matter now, so
14 that parents don't have to wait 'til the
15 end of this evening's meeting to address
16 that.

17 MAYOR KIM: That makes sense to me,
18 but I think one of the things we
19 probably should just do is try to get
20 through the public hearings, 'cause I
21 think we're going to have this and some
22 others, so why don't we take your issue
23 up right after we finish? We've got two
24 more public hearings here.

25 COMMISSIONER MONTAGNINO: Thank

Saratoga Springs City Council Meeting
you, sir.

MAYOR KIM: Three. I'm sorry, but
they may not. But are we going to close
this or keep it open?

COMMISSIONER MONTAGNINO: We'll be
keeping an open.

MAYOR KIM: Okay. So the Caroline
Street traffic control public hearing is
-- will remain open. Our next public
hearing is on the Civilian Review Board.
Anyone wish to be heard? In seeing no
one --

MR. BREWER: (Indiscernible).

MAYOR KIM: If -- yeah, just --
because we've got people watching.

MR. BREWER: My name is Sam Brewer.
I live on Lake Avenue. This is in
regards to the civilian review panel.

MAYOR KIM: Come up a little. I
can't --

MR. BREWER: That's fine. Can you
hear me okay?

MAYOR KIM: We can, but I'm not
sure the people --

MR. BREWER: Commissioner, can you

Saratoga Springs City Council Meeting
hear me through Zoom?

MAYOR KIM: Go ahead.

MR. BREWER: Commissioner Sanghvi,
no? Yeah, so --

COMMISSIONER SANGHVI: Yes, I can
hear you.

MR. BREWER: Thank you very much.

COMMISSIONER SANGHVI: But it
would be better if I could see you on
the mic.

MR. BREWER: All right. I think
the camera's only behind me. In any
case, several years ago, I approached
the City Council after public
indignation over the Darryl Mount case
had fomented and there had been a series
of news articles that have been
published about a civilian review panel.
And at the time, I thought that that was
a good idea, and I still think that a
civilian review panel for the Department
of Public Safety is a good idea. I
think that it's important for people,
when they have a problem with law
enforcement to not only be able to file

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a complaint with your department
Commissioner, and to go through that
process, but there needs to be a rapid
follow-up with an independent, impartial
secondary board outside of the political
-- the political (indiscernible) that
you sit in, and I think that's
important. That's -- that's impartial,
and that that's set up. And as to
whether that panel has access to police
records and things of that sort, there
are some significant privacy
repercussions that need to be thought
through, but I still think that that's a
good idea that you have an outside panel
that's dedicated to handling -- handling
complaints about our police officers and
the way that people are policed. I
spent ten years in the air force in
different components, and if there was a
death on a base, that's considered a
Class A mishap, and it's followed up by
an investigation immediately. So
anytime there's a death in the city,
there needs to be an investigation,

1 Saratoga Springs City Council Meeting
2 especially if there are law enforcement
3 personnel involved and I -- I think that
4 was incompetently managed by the former
5 Chief -- Chief of Police, and I don't
6 think that our law enforcement
7 personnel, the -- the folks who
8 responded to the incident did anything
9 necessarily wrong, but the lack of a
10 good investigation is going to leave a
11 cloud over their careers. So I -- I
12 support the -- the -- the establishment
13 of an outside panel. Thank you.

14 MAYOR KIM: Thank you. Anyone else
15 wish to be heard about the Civilian
16 Review Board regarding this and then --
17 anyone else? And we're keeping this
18 public hearing open also?

19 COMMISSIONER MONTAGNINO: Yes, Mr.
20 Kim. The intention is to have proposed
21 legislation provided in advance of the
22 April 5th meeting.

23 MAYOR KIM: Great. So we're
24 keeping the Civilian Review Board public
25 hearing open, and we're going to move on
26 to Local Law Number 2 of 2022, otherwise

Saratoga Springs City Council Meeting
1 known as a UDO. Does anyone wish to be
2 heard regarding the UDO? Step up,
3 identify yourself and you have two
4 minutes. Thank you.

5 MR. COGAN: Good evening, mayor,
6 Commissioners. For those that I haven't
7 worked with closely yet, I'm Patrick
8 Cogan. I'm the head building inspector
9 and the zoning officer. Just as a bit
10 of a introduction here for the public
11 hearing. Tonight, we're hoping to
12 provide the opportunity for comment on
13 what we would view as non-substantive
14 changes to the version of the UDO that
15 was adopted by council on December 21st
16 of last year. There are a few things
17 that we are trying to correct. One is
18 the effective date, which was set in the
19 text and a few other places as April 4th
20 of this year. There are other changes
21 to the city code that need to be made
22 and there's also some concern that maybe
23 that date wasn't established as well as
24 it could have been. We are also in
25 response to a decision by the Appellate

Saratoga Springs City Council Meeting
Court of New York State to particular
parcels had been included as changes
that were approved in December of 2019.
Those two parcels are basically at the
corner of Myrtle and Morgan Streets.
They were proposed to be changed from
UR1 to an OMB designation -- sorry, that
would be an OMB 2 designation. We
essentially are not considering a change
here. We are documenting what the
Appellate Court decision says that the
secret determination made for that
specific map change is invalid and needs
-- needs to be revisited if that changes
ever to be considered. So essentially,
we are reverting those parcels from OMB
back to UR1 and that is a reflection of
a change that's directed by the court.
The other text changes to the UDO are
very minor. We have removed the
references to the April 4th date, and we
have corrected a couple of grammar
mistakes that I let get by me the first
time, automatic, you know, altering
vehicles, ATV's vehicles, you know, that

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-- that kind of thing, there's two places we fix that. There're -- other than that, though, this is essentially the -- the version that was discussed. It was referred to the city and County Planning Boards, it was referred to DRC. It received all the public feedback comments, all those comments were considered. So we're hoping tonight to focus the discussion on the changes that are under consideration here, and I believe council will be discussing later, you know, additional opportunities and continuous opportunity to always suggest future changes to this document.

MAYOR KIM: Thank you.

MR. JONES: Your Honor, and members of the council. My name is Matt Jones. I'm a lawyer. I practice here in Saratoga Springs with Jones Steves, and I represent the Saratoga Hospital, and I'm addressing tonight in connection with the Appellate Division decision that Patrick just referenced of February

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the 17th, and the -- the letter that I
sent to the council this past Friday.
I'm here tonight with Kevin Ronayne, who
is the senior project manager with
Saratoga Hospital and has led the
development team on projects in a number
of counties where the Saratoga Hospital
has facilities and lead us in the -- the
project that Patrick just referenced on
-- on Morgan Street. Having began that
process on November 17th of 2014, when
Kevin appeared before the then
Comprehensive Plan Committee, and made a
plea for a change in the land use
designation for the Morgan Street
parcels in order to build a medical
office building that was sorely needed
by -- by the Saratoga Hospital. And
while that -- that comprehensive plan
commission was bitterly divided on a
number of issues, having sent to the
City Council at that time, the famous 53
amendments on which they were equally
six six divided and couldn't make a
decision, therefore, so handed it off at

1 Saratoga Springs City Council Meeting
the City Council at the time. This
2 particular matter was of no controversy
3 at all. It was adopted by the
4 Comprehensive Planning Committee by a
5 vote of about 12 to zero and -- and lead
6 from there to a PUD application and a
7 series of matters over the past seven
8 years. As it pertains to tonight's
9 proceeding, I directed the council to
10 the Appellate Divisions' -- a portion of
11 the Appellate Divisions' decision which
12 vacated the -- the zoning change and the
13 procedural mistakes that it found with
14 the secret process from the previous
15 council. But then it -- it returned the
16 matter to you, the City Council, with
17 language directing that the matter be
18 remitted to the City Council in order
19 that you conduct a full environmental
20 review of the -- of that project.
21 That's an iterative process, a process
22 in which the -- the applicant and the
23 lead agent participate. We anticipate -
24 - participating with you. We hope
25 you'll begin that process sooner rather

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1 than later, and you have a number of
2 options as your council will explain to
3 you, I'm sure. So we're --we're ready,
4 willing and able to work with you and we
5 look forward to participating in that
6 process with you.

7 MAYOR KIM: Thank you. Anyone else
8 wish to be heard on Local Law Number 2?

9 MR. MATHIESEN: Hi, my name is
10 Chris Mathiesen. I live at 20 Friar
11 Tuck Way. We got the -- the UDO. One
12 of the great things on the -- the UDO is
13 regarding notification. According to
14 the new UDO, from this point on,
15 notification will include having to post
16 a sign on the properties that are under
17 consideration for -- for zoning changes
18 or land use for, etcetera, etcetera,
19 which is really important. But that
20 wasn't happening in 2014 and 2015, in
21 2013 actually, when the Comprehensive
22 Plan Review Committee started, and what
23 Mr. Jones was talking about is
24 absolutely correct. The issue regarding
25 Morgan Street did pass unanimously by

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the Comprehensive Plan Review Committee.

It was tucked in at the very, very end
of the -- of the deliberations. I
talked to the person that I had
appointed to the -- the committee and
she said they were all exhausted. They
had never ever really given any real
thought to the -- the -- the
significance of that change and when the
-- when -- again, this goes back to me
and my responsibility, I failed when the
plan came before the City Council, and
we voted unanimously in favor of the
plan not looking at Morgan Street. Have
there be a -- been a sign on that
property, I think the neighborhood's
would have made known their concerns
about that well before we had the
opportunity to vote on that, and I would
have looked at it much more carefully.
I did look at it much more carefully,
when the neighbors did come before the
City Council with their concerns, once
the hospital had brought forth their
plans. My suggestion to you is that in

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all fairness of that neighborhood, and
neighborhoods throughout our city. I
think it's important to -- we -- to
reevaluate what was done there, to look
at the significant impact that plan
would have on the neighborhood and have
the City Council consider amending the
comprehensive plan to revert Morgan
Street back to residential. Thank you.

MS. MAHANEY: Good evening. My
name is Wendy Mahaney. I'm the
executive director of Sustainable
Saratoga. Sustainable Saratoga is a not
for profit organization that promotes
sustainable practices and the protection
of our natural resources for the benefit
of current and future generations. The
Unified Development Ordinance or UDO is
a document of great consequence to the
future of our community. It provides
regulations that will shape our city,
our neighborhoods, and the Greenbelt for
years to come. The city's comprehensive
plan expresses the city's future land
use direction. It is the basis for

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development and conservation within the
city. As you all know, State law
mandates that all zoning regulations
must be in accordance with the
comprehensive plan. The UDO provides
the means of enforcing the comprehensive
plan and must not deviate from it. In
Saratoga Springs our comprehensive plan
identifies the city and the country as
our guiding vision. The need for
balance between development and the
protection of our open spaces and
natural resources is repeated throughout
the comprehensive plan. By protecting
our vibrant downtown, as well as the
open spaces, and natural areas and the
outer areas of the cap of the city, all
of us, businesses, visitors and
residents can continue to benefit from
this pattern of sustainable land use.
We find examples all around us of
communities that lack the strong vision
of our comprehensive plan. Sprawl is a
common element and all of them.
Sustainable Saratoga actively

Saratoga Springs City Council Meeting participated throughout the UDO process, with the goals of improving environmental protections and ensuring the UDO is in compliance with the comprehensive plan. While the document makes some progress, it fell short in addressing several of the comp plans guiding principles. In particular, we need stronger protections for the city's Greenbelt. We must also enhance protections for streams and wetlands, which are vital resources that will increasingly depend on to mitigate the impacts of climate change and maintain our water quality, the requirements for green building and building decarbonization fall for -- fall far short of where we need to be in reducing our contributions to the climate crisis. And finally, affordable housing must be addressed. The lack of affordable housing is a major problem that has consequences for the diversity and vibrancy of our city and has development and environmental impacts well beyond

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our city's boundaries. Both through the
upcoming amendment process and beyond,
we look forward to making this case to
you all in more detail. Thank you for
the opportunity to be heard on these
important issues. Thank you.

MS. BOSSHART: Samantha Bosshart,
with the Saratoga Springs Preservation
Foundation. The foundation has been
reviewing all of the drafts of the UDO
since this first started, I believe in
2016. A lot of progress has been made
in the UDO is respect to preservation.
Of course, not everybody is going to be
happy and there were things that of
course preservation would have wanted to
be included, but ultimately, we would
like to see this move forward and then
be able to come back to the City Council
for amendments, because there are some
really important things that would help
the preservation of our community, so
thank you very much.

MS. SMITH: My name is Alice Smith.
I live on Woodland Court in Saratoga

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Saratoga Springs. Our neighborhood is very

pleased to see the UDO city map with a
parcel on Morgan Street zoned back to
residential. The decision from the
Appellate Court supports the removal of
the OMB zoning designation. It was
previously rezoned by the previous City
Council without following the legal
procedure, disregarding the concerns of
the neighbors or smart city planning.
It's refreshing to see a new City
Council who is more interested in the
community, and we are hoping you
continue to support our efforts to keep
it as residential. The residential
zoning is a benefit for the whole city,
not just for the neighborhood. Again,
thank you and we wish you the best in
your new positions.

MR. DICENZO: Good evening, council
members. William Dicenzo, 9 Warden
Drive, Saratoga Springs. There seems to
be -- there seems to be a lot going on
with this Unified Development Ordinance.
I tend to agree with some of the other

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1 members that I think you first have to
2 start with the comprehensive plan, but
3 what's confusing to me is whether this
4 was passed on December 21st, and now
5 you're seeking to amend or you're
6 seeking to do something called re-
7 adoption. Can you guys like -- is there
8 clarity on that?

9 MAYOR KIM: The -- the purpose of
10 this as we announced in the last City
11 Council meeting was, we thought there
12 were some significant concerns about how
13 the UDO was dealt with in the last -- in
14 the last administration in the last few
15 days and it wasn't clear that it was an
16 enforceable law. So we -- we felt like
17 to -- to -- to take this -- the
18 appropriate steps to do that, to make
19 sure that whatever was passed, if in
20 fact, it will be passed tonight, or at
21 any stage, it would be enforceable.

22 MR. DICENZO: All right. I -- I
23 mean, it's just hard to comment. Either
24 -- either it was passed, and it was
25 adopted, and it becomes local law,

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whether it is local law, whether it's an
ordinance. What's that?

COMMISSIONER MORAN: I said
(indiscernible).

MR. DICENZO: That it is not.

COMMISSIONER MORAN: It is not
(indiscernible).

MR. DICENZO: Okay. So is it -- is
it the intention tonight to vote on this
legislation?

MAYOR KIM: We'll -- we'll get
there. This is your time to speak so --

MR. DICENZO: Okay. I guess that
was part of my -- my public comment, and
I think my other comment is -- is, you
know, as with the Appellate litigation
with the re-zoning of the Saratoga
Hospital matter, that requires people to
go back or make revisions, make plans,
it just seems like -- I just hate to see
this council make the same mistake as
the last one and try to rush something.
I will say that, you know, to the
public, if they don't know that the UDO
was challenged in court, it is pending.

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1 There are alleged constitutional issues
2 in addition to what was referenced as
3 SEQRA, State Environmental Quality
4 Review Act issues, and I think that it
5 would be prudent to wait for some
6 decision or until that matter, at least
7 you get some idea of what survives the
8 UDO before you just go and pass
9 something that -- then later, you have
10 to revise again and again. So that's my
11 comment for tonight and hopefully, you
12 consider it. Thank you.

13 MAYOR KIM: Thank you. Anyone else
14 wish to be heard on Local Law Number 2,
15 otherwise known as UDO? If there is
16 nobody else on Local Law Number 2, we'll
17 close the public hearing on this. And I
18 was reminded, earlier we held a public
19 hearing on the 2022 water and sewer
20 rates, and I didn't explicitly state
21 that we were closing that public
22 hearing. There were no comments by the
23 way for -- regarding that. Our final
24 public hearing is on the Weibel Avenue,
25 PUD amendment. Anyone wish to be heard

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on the Weibel Avenue PUD amendment?

MR. JONES: Your Honor, members of
the council, I remain Matthew Jones, I'm
pinching in for my partner, Justin
Grassi tonight, who has asked that the
council review a further submission
which is forthcoming later this week.
And -- and because that submission would
affect comment at the public -- public
hearing, that you take further comment
tonight but also adjourn the public
hearing at the conclusion of it this
evening until April the 19th at which
the council would have a position to --
to have what -- what he believes will be
the final draft of the of the
legislation.

MAYOR KIM: Fine.

MR. JONES: Thank you.

MAYOR KIM: Thank you. Anyone else
wish to be heard on the Weibel Avenue
PUD amendment?

MR. BREWER: Mayor, my name is Sam
Brewer. I live on Lake Avenue. With
regard to the Weibel Avenue planned

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1 urban development, I would simply

2 recommend the council that you interface

3 with your Infrastructure Committee to

4 make sure that traffic pattern analysis

5 is done, and any additional

6 densification of that area doesn't

7 result in any more fatal accidents,

8 particularly at the corner of 29 Gilbert

9 and Union and Gilbert. I'd recommend

10 doing a, you know, unified re-

11 development of that area. If you're

12 going to have more traffic, it's the

13 perfect time to do traffic circles,

14 widen the streets and get those projects

15 in earlier rather than later, perhaps in

16 a phased approach, because people are

17 going to be going to congress for all

18 that infrastructure money and if we have

19 some projects ready to go before that

20 Infrastructure Committee takes its time

21 and develops in sequence all of its

22 projects, I'd recommend that you get the

23 big ones in first. And that would be,

24 you know, not only a very expensive

25 project, but it's one that will save

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lives. Thank you.

MAYOR KIM: Anyone else wish to be
heard on the Weibel Avenue PUD
amendment? Hearing none, we'll keep
that public hearing open. That
concludes our public hearing portion of
the meeting. And I'd just ask everyone
to stand. I'd like to call our meeting
to order and ask for a roll call.

COMMISSIONER MORAN: Commissioner -
- excuse me, Mayor Kim?

MAYOR KIM: Here.

COMMISSIONER MORAN: Commissioner
Montagnino?

MAYOR KIM: Commissioner Sanghvi?

COMMISSIONER MORAN: One, two,
check.

COMMISSIONER SANGHVI: Hi.

COMMISSIONER MORAN: Commissioner
Moran's here. (Indiscernible).

MAYOR KIM: Great. So we can move
up your matter Commissioner Montagnino,
if you -- if you prefer at this point,
and then we'll loop back to the general
public comment period. Okay.

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1 COMMISSIONER MONTAGNINO: Thank
2 you, very much Mr. Kim. We had on the
3 agenda the potential for a discussion
4 and vote on Caroline Street school
5 traffic flow issue and it's clear from
6 the e-mails I've received from concerned
7 parents as well as during the
8 presentation at the public comment
9 period on the -- on the public hearing,
10 that there are some significant problems
11 with the implementation of the
12 recommendations of the Safety
13 Subcommittee that were then affirmed by
14 the Safety Committee. Just by way of
15 background, I agree with you that what
16 was discussed at the last City Council
17 meeting was not enacted and -- or not
18 put into effect, and the reason for that
19 is as follows. The morning after that
20 City Council meeting, I met with my
21 deputy who's here tonight, who has 25
22 years of experience in the police
23 department here in Saratoga Springs. I
24 also met with Mr. Izzo, who is the city
25 attorney, and we discussed the fact that

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that was an emergency measure that was
authorized under the city charter --
under the city code rather, and we also
discussed the fact that the complete
closure of the street for however brief
a period of time would have
constitutional implications that
potentially as a taking. And I was not
aware at the time of the City Council
meeting that Deputy Tetu with the
assistance of the public works -- or no,
Public Safety Department personnel were
able to get the no parking and no
standing signs installed within less
than 24 hours. And so we took the less
intrusive alternative of having those
signs installed in the hope of
ameliorating the situation until a
permanent solution could be enacted.
I'm -- I'm not deaf. I hear what you're
saying. I've -- I've been there and
some -- I saw some of you the Thursday
morning following the last City Council
meeting and in the morning, which is a
little different from the afternoon, it

1 Saratoga Springs City Council Meeting
2 looked like things were working, but I
3 understand the afternoon is the busier
4 more chaotic time and the solution that
5 was put into effect was no solution at
6 all. I think we're all in agreement
7 that we need sidewalks, and we can't get
8 them immediately. We're also in
9 agreement that we need a permanently
10 stationed crossing guard there. And
11 unfortunately, even though the last City
12 Council raised the hourly wage from \$9
13 to \$15, and we've advertised this
14 broadly, we still haven't got anyone to
15 do the traffic direction there. I need
16 to point out something that the
17 collective bargaining agreement we have
18 with the police department basically is
19 such that we're not able to direct a
20 police officer to perform the functions
21 of a crossing guard. It was done in the
22 past and resulted in a successful
23 grievance brought by the PBA. So I know
24 that some of the officers who are
25 assigned do direct traffic, some do not.
 It's -- it's a contractual matter, I'm

1 Saratoga Springs City Council Meeting
2 lacking the power to order a police
3 officer or ask the chief to direct a
4 police officer to -- to perform the
5 functions of a crossing guard. What I'd
6 like to do, having heard what you said
7 and listened, and realizing that
8 extending the do not enter by one block
9 doesn't solve the problem, and may
10 create additional problems. I think it
11 seems to me at this moment that the real
12 answer is to have a crossing guard who
13 can direct traffic either north or
14 south, for whatever period of time is
15 required. And in the event that one or
16 two cars happen to be heading to a
17 destination on one of those blocks, then
18 and only then would the crossing guard
19 allow that vehicle to proceed.
20 Similarly, if one of the school buses
21 needs to go in that direction, the
22 crossing guard could allow that. So I'm
23 going to have to really cast the net as
24 far and wide as I can to -- to find a
25 crossing guard who can serve at that
 location, that's certainly important. I

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2 wanted -- and -- and I'm thankful to
3 Mayor Kim for changing the order of
4 things here because I didn't want the
5 parents to have to wait till the very
6 end of tonight's meeting, I think it's
7 going to be a long one. What I'd like
8 to do is meet tomorrow afternoon, so
9 that I can be there at the afternoon
10 dismissal so I can see for myself what's
11 going on? What's the best time?

12 FEMALE SPEAKER 2: (Indiscernible).

13 COMMISSIONER MONTAGNINO: What time
14 are the walkers dismissed?

15 FEMALE SPEAKER 2: (Indiscernible).

16 COMMISSIONER MONTAGNINO: Okay.
17 I'll be on site at 3 o'clock tomorrow
18 and I'll stay for as long as we need and
19 I'll be there to talk to people to see
20 for myself and -- and confirm what the
21 situation is on the ground, so to speak.
22 And so, with that, I would ask that we
23 keep the hearing open and adjourn the
24 question of discussion and vote.

25 MAYOR KIM: Great. Thank you,
 Commissioner. I -- I went there Friday

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and -- for dismissal and two things that
2 I'd say is, I do think the crossing
3 guard person would alleviate this
4 problem to a great extent. The second
5 thing is, to everybody out there, the
6 city wants to build sidewalks, we -- we
7 want to do that, we want to make this
8 city more pedestrian friendly. We have
9 some opportunities with the -- the
10 Infrastructure Committee that we are now
11 working with, and I'd urge you to --
12 because to me looking at that the long-
13 term solution is, we got to build some
14 sidewalks in some neighborhoods that for
15 some reason, didn't get them. I don't -
16 - I don't have a sidewalk in front of my
17 house and my house was built in the
18 1900s. Why? I have no idea. But the
19 point being that when we go -- when the
20 City Council does that, please fill this
21 room to support those efforts, because
22 we need to have those sidewalks, we --
23 we need to do the right thing here. And
24 hopefully you'll support that effort as
25 we do that, we have some projects, in

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1 fact, there's even one here where we're
2 awarding a contract for our downtown
3 connector. This is really an important
4 part of how our city becomes just a much
5 more pedestrian friendly walkable city
6 that also works towards a more greener
7 environment. So I hope you'll -- you'll
8 do that but in the temporary we clearly
9 have to do -- do something and I'm
10 looking forward to hearing your
11 solutions Commissioner from -- from the
12 parents. Thank you.

13 COMMISSIONER MORAN: Can you hear
14 me? How are we doing up there? Check
15 one two. Check one two. You got me?
16 Everything's okay? Basically, I just
17 wanted us just to share (indiscernible).

18 COMMISSIONER SANGHVI: I can't hear
19 anything.

20 COMMISSIONER MORAN: Yeah, I don't
21 think I'm --

22 MAYOR KIM: Yeah, I don't think
23 your mic is working --

24 COMMISSIONER MORAN: Check one two.

25 MAYOR KIM: Can you just go to the

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1 mic because we also have people out that
2 are watching this.

3 JAFLINE HOLLER: I'm sorry, I'm not
4 sure if I'm able to ask a question but -
5 - so I think I heard everybody here say
6 that this -- the one-way signs are not
7 working and are not -- are not practical
8 and could cause more problems and I
9 think I even heard members of the
10 council say that. So can we get them
11 removed? Are we in agreement that that
12 can happen, sooner than later?

13 COMMISSIONER MONTAGNINO: I'll be
14 on premises tomorrow afternoon and if
15 what I see confirms what people are
16 telling me, if I have to, I'll take them
17 down myself.

18 MS. HOLLER: Thank you very much.

19 MAYOR KIM: Sure. Go ahead.

20 MR. MATHIS: Commissioner
21 Montagnino, I appreciate you coming to
22 the school tomorrow. But frankly, I
23 have to say I'm disappointed in -- this
24 is just a continuation of some half
25 committal wishy washy answers we've had

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on this topic. It really comes down to
as simple as I had the map up there,
traffic does need to be stopped going
down Caroline Street until we have a
sidewalk in there. We had our principal
out there for a day directing traffic
north and south on Schuyler, it worked
great. Okay. There's prior precedent
for the road closures, Lake Avenue
closes a road. I know you guys are
throwing up some red tape here but there
is prior precedent for this, you know,
you could put up a cone do not enter,
this is really a lot less disruptive,
having the road closed for 20, 30
minutes during arrival and drop off
rather than extending the one-way for a
block that as we said really does
nothing. There's a really simple
solution to this and we hope that you
act on this sooner than later.

MAYOR KIM: So what I like to do
now is open the public hearing. Sir?

MR. BREWER: Just regarding the
crossing guards, is the public hearing

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open?

MAYOR KIM: I -- I'm -- I'm going
to open up to public comment.

SAM BREWER: Okay. Can I stay at
the mic and continue to speak?

MAYOR KIM: Okay. So this is the
public comment period. There's one rule
for the public comment period. You've
got two minutes. Those are yours, yours
alone. You don't pass them on to
anybody else. Three suggestions.
Remember, you're speaking to your
community, you're part of the community
but you're speaking to your community.
Be kind, no act of kindness is ever
wasted, be factual and accurate. Any
City Council member has the -- or
supervisor has the option of responding
if they choose but they don't have to.
So come to the microphone and identify
yourself and you have two minutes.

MR. BREWER: Council, my name is
Sam Brewer. I live on Lake Avenue. I'm
going to address the crossing guard
issue. I live on Lake Avenue not too

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2 far from Lake Avenue School and part of
3 my routine, I normally pass the school
4 in the morning when the children are
5 crossing the road to go to -- to go to
6 school and I have seen all kinds of
7 mistakes made by crossing guards. So
8 this is one of those things that's, you
9 know, on the surface doesn't seem like
10 it might be something that's extremely
11 dangerous, but in fact, it's very
12 dangerous. Improper selection of
13 somebody who's watching traffic and then
14 directing small children to cross the
15 road, is probably a significant cause
16 for children's fatalities across the
17 nation. I would encourage the council
18 to look at an alternate mechanism, as
19 opposed to, you know, hiring retirees
20 for \$12 or \$14 an hour, the people that
21 you need to select to do that job, have
22 to have extraordinary hand eye
23 coordination, good eyesight. And you
24 know, the people that could probably do
25 that the best are the teachers and the
 phys-ed teachers. So I would encourage

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1 you to look outside the normal
2 boundaries of law enforcement
3 auxiliaries to go to the school district
4 to figure out a program to get the
5 people who have the best perceptive
6 abilities, crossing the children in the
7 mornings as opposed to hiring people who
8 are untested in that capacity.

9 MAYOR KIM: Thank you.

10 MS. O'MALLEY: Hi, Olivia O'Malley,
11 McArthur Drive. I'd just like to repeat
12 a comment that I made at the last City
13 Council meeting that the Lake Avenue
14 Elementary School has three crossing
15 guards. And again, I'd like to request
16 that one of those crossing guards be
17 temporarily re-assigned to Caroline
18 Street School until we are able to find
19 a crossing guard for our school.
20 Because I do believe that a crossing
21 guard is incredibly important in solving
22 this problem. Thank you.

23 MAYOR KIM: Thank you. Any other
24 public comment?

25 MR. MATHIESEN: Chris Mathiesen, 20

Saratoga Springs City Council Meeting
1 Friar Tuck Way. On a few different
2 topics. Just listening tonight to the
3 issue about the area around Caroline
4 Street. I -- I grew up there and it
5 wasn't the issue years ago that it is
6 now, obviously it's a bigger problem in
7 terms of -- especially at dismissal
8 time. Definitely need more sidewalks in
9 Saratoga Springs, and certainly, within
10 blocks of Caroline Street, all those
11 streets should have better pedestrian
12 access. That's a quality-of-life issue
13 as well as a safety issue for -- for --
14 for families. So that's really
15 something that I think we need to
16 prioritize around the schools in the
17 city. Most of the city's schools do
18 have pretty good pedestrian access
19 around them. But it's true for a number
20 of reasons, there really aren't any --
21 any sidewalks, east of Schuyler Drive,
22 which is unfortunate. So that should be
23 something that should be addressed, as
24 well as other parts of the city,
25 including up towards where I live.

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1 Another topic, the Commissioner of
2 Public Safety was talking about some
3 issues they were having on -- in the
4 nightclub district and the idea of
5 possibly having checkpoints where they
6 check to -- to try to make sure that
7 people who are coming into the area
8 around lower Caroline Street, who make
9 sure they don't have drugs or weapons, I
10 think. So that's -- it's a really good
11 idea. Certainly, a good approach, I
12 think that would make -- make a lot of
13 sense and make things a little bit more
14 manageable down there, bringing more
15 police he was talking about also. We
16 tried to do that, and we met with some
17 success in -- in terms of trying to make
18 sure that the police were -- had an
19 increased presence on Caroline Street at
20 various hours and that was a big help.
21 Other things, making sure that the --
22 the -- the bartenders are well trained
23 in terms of not over serving, making
24 sure that all the -- the establishments
25 have certified security people, the --

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1 the required number that they should
2 have, work closely with the SLA on all
3 that. All those things could be a big
4 help. Thank you.

5 MS. BOSSHART: Hi, again. Samantha
6 Bosshart with the Saratoga Springs
7 Preservation Foundation. One thing that
8 I didn't have a -- I felt like I really
9 didn't have a chance to say earlier when
10 I spoke about the dining -- outdoor
11 dining is, you know, I -- this, this is
12 the second public hearing. The -- the
13 most recent revised amendment was not
14 posted that far in advance, and I think
15 it doesn't really allow for everybody to
16 fully understand what's being proposed
17 and I would only ask that we give this
18 one more additional public hearing and -
19 - and the opportunity perhaps for Tamie
20 Ehinger, our Chair of the Design Review
21 Commission, who is out of town to be
22 able to do more than an -- an informal
23 e-mail and perhaps weigh in. I know that
24 she felt that a -- a review process
25 early on versus after the fact was --

1 Saratoga Springs City Council Meeting
2 was important and I have to reiterate
3 that as well, that it -- I -- I don't
4 understand how you can have much -- have
5 these spaces done and then -- and then
6 after the fact sort of pullback. It --
7 it -- let's be thoughtful and
8 comprehensive and proactive versus
9 reactive and piecemeal and I think we've
10 learned that that typically works out
11 better in the long run. It may take a
12 short -- a bit more time, but it -- it's
13 really worth consideration so, thank
14 you.

15 MS. CARINO: Good evening again.
16 Libby Carino, 338 Caroline Street. I
17 just wanted to come back to the
18 microphone to make a brief comment about
19 the meeting tomorrow for Caroline
20 Street, and I appreciate very much the
21 opportunity to meet. I'd invite you to
22 -- to my house specifically to see the
23 impacts to -- to -- to my driveway into
24 my yard. But aside from just me
25 personally, what I really hear and what
 I'd really like to speak to is that we

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not use our own personal view about
safety, that we actually endeavor to get
empirical data about the movement of
traffic both onto Benton exacerbating
the St. Clement's impacts, and then down
to Lake Avenue again, which has been
mentioned again, so that we are not
creating situations that have not been
studied properly. And I appreciate
everyone's efforts on this matter, the
concern which I know is shared, but that
data is actually what drives safety.
And I would highly, highly suggest that
we find that data so that we don't
inadvertently make a safety mistake
based upon opinion, or how we feel it's
working. Thank you

MS. SONAGAN: My name is Kathleen
Sonagan, I'm a resident of Saratoga
Springs. I'm one of many citizens who
are concerned about the 269 Broadway
project, and I've watched with alarm the
planning process. The public has
repeatedly offered credible evidence on
very real issues that have been ignored

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or inadequately or inadequately --
inaccurately addressed by the applicant.
Such as a traffic study that ignores
Broadway, which is the address of the
building and the construction of two
building levels below the water table.
It's been difficult to navigate the
archives and is not clear that these
issues have been resolved with city
staff and their consultants or that
Planning Board members are even aware of
the pertinent details. In fact, at a
recent -- at recent Planning Board
meetings where 269 was discussed,
neither the Planning Board chairman nor
the city planner knew that the Planning
Board had approved SEQRA based on a
Geotech report that did not envision
under water construction -- under water
construction, nor did they acknowledge
the serious problems and -- excuse me --
the serious concerns of Clough Harbor
consultants and the city engineer that
remained unresolved. We really need the
City Council to make sure that planning

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1 staff hears the concerns of relative --
2 relevant city employees and consultants
3 and that planning staff effectively
4 communicates those concerns to the land
5 use boards. Instead, we seem to have
6 planning staff and land use boards that
7 are working to yes for developers,
8 instead of looking out for the best
9 interests of the citizens and the future
10 viability of our city. 269 has been
11 scheduled for the Planning Board
12 workshop in two days and for site plan
13 review on March 24th. We don't want to
14 see another project approved with
15 unresolved issues that could only be
16 sufficiently resolved with a scaled back
17 project or maybe even a no vote. So I
18 know that you don't control the Planning
19 Board, but I do know that it's really
20 important that the city that does have
21 issues, so your -- your employees that
22 are looking into this are heard by those
23 Planning Board members. It's really
24 important. Thank you

25 MS. O'BLOY: My name is Carol

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1 O'Bloy. I live here in the city. In 19
2 -- I'm -- I would like to also address
3 planning, as it's -- as I'm also a
4 resident of 268 Broadway. In 1973, '74
5 plan of action was put into place to
6 bring back downtown. In 1993 James
7 Kunstler wrote the book, The Geography
8 of Nowhere and that jumpstarted
9 development in our urban core. Today we
10 find instead of organized planning,
11 scattered approval of projects. How do
12 we slow down what matters the most and
13 speed up what benefits and chain --
14 benefits change in progress. If I were
15 to say we need a moratorium on
16 development, I might as well put a
17 target on my back. What I am saying is
18 that we need more than scattered
19 approvals here, there, and everywhere
20 and we need consideration of a big
21 picture of what is happening. Right
22 now, 269 is on the docket for approval
23 with two more projects on South
24 Broadway. That will continue to dump
25 traffic and people into a two-lane road

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that is Route 9 from Congress Park to
the Washington Inn. If I might quote
some of you in your campaign literature.
"New projects should be encouraged to
enhance not detract from existing
historic structures while responsible
development should welcome there needs
to be a balance kept to ensure that we
preserve and protect our history. If we
do not remember our past, we will be
lost in the future".

MAYOR KIM: Your time is up.

MS. O'BLOY: A story of --

MAYOR KIM: Can you wrap up?

MS. O'BLOY: Pardon?

MAYOR KIM: Can you wrap up?

MS. O'BLOY: Okay. The story of
the Universal Preservation Hall is a
model for how we can come together to
both preserve history and look toward
development. Yet when development
projects don't reflect the scale and
proportions of nearby buildings, or
incorporate a mishmash of unrelated
historical styles, they detract from the

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historic character of our neighborhood.

Thank you.

MR. HARMON: Mayor, Commissioner.

My name is Robert Harmon. I live at 43
Benedict Street. I'm actually here for
a different traffic situation. But
after hearing the issue with the
Caroline Street School, I'm a nurse at
Saratoga Hospital, I work weekends and
I'd be interested in obtaining
information about the crossing guard. I
don't know how I would go about getting
that but if someone could provide that,
to me, I'd be interested. The issue I'm
here for is, I live one block from
Saratoga Springs High School, Benedict
Street and Ash Street, I spoke to the
Commissioner on the phone, sent him some
e-mails. Recently, traffic enforcement
has been handing out citations prior to
8 o'clock, which is posted on the signs
to park on one side of the road or the
other and this is an ongoing thing from
what I've been told, you've known about
it for years and not really much has

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1 been done. But recently with the step
2 up of the traffic citations and the
3 tickets, the parking tickets, the
4 residents that live on those streets
5 have been diligent about waiting till 8
6 o'clock to move their cars to the other
7 side of the road and the dilemma comes
8 when the students come in to park their
9 cars, they park on the other side of the
10 road prior to 8 o'clock to get ready for
11 8 o'clock. The Ash Street, which is the
12 road that I'm talking about is very
13 congested because of this, of the
14 residents waiting to move their cars and
15 the students parking on the opposite
16 side of the road for the day. I have a
17 picture here; I don't know how well you
18 can see it. This is Ash Street, and
19 this is a car squeezing in between
20 resident's cars and student's cars and
21 this is a two-way street. I don't know
22 if you guys can see that congestion.
23 There's a car literally squeezing in the
24 middle.

25 MAYOR KIM: Sir, can you wrap up.

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1 MR. HARMON: I don't know how we
2 can solve this problem. I just wanted
3 to bring it to your attention. My
4 solution would be to -- to -- to give
5 leeway half an hour before 8 o'clock and
6 half an hour after before issuing
7 tickets and citations, would benefit the
8 residents and the students in my
9 opinion. Thank you.

10 COMMISSIONER MONTAGNINO: Sir --
11 sir, if you -- if you could call my
12 office tomorrow morning or send an e-
13 mail, I'd get in touch with you about
14 the crossing guard position.

15 MR. HARMON: Yes, sir.

16 COMMISSIONER MONTAGNINO: Thank
17 you.

18 MAYOR KIM: Any other public
19 comment? We're going to close the
20 public comment period and thank you all
21 for that input. We're going to go right
22 into our presentations. Our first
23 presentation is with the Capital
24 District Transit Authority, they're here
25 to update us on their programs, and

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1 exciting plans for the coming months. I
2 believe we've got something up there.

3 MR. SCHERZER: They should have it.

4 MAYOR KIM: Good to see you again.
5 Why don't you introduce yourselves and -
6 -

7 MR. SCHERZER: Good evening Mayor,
8 Jonathan Scherzer, director of business
9 development and hello to everyone on the
10 council and supervisors, Commissioners
11 as well.

12 MS. GARNEY: I'm Lindsay Garney,
13 I'm the Emerging Mobility manager at
14 CDTA.

15 MR. SCHERZER: We just wanted to
16 take a few moments, go over some of the
17 programming that we provide here in the
18 city, some of the things that we've been
19 doing for quite some time, some of the
20 things a little bit more recent and some
21 of the things that are coming on the
22 horizon. Okay, thank you. Feel free to
23 -- to get started unless you want to
24 provide us a clicker. So we just wanted
25 to start off by outlining some of our

1 Saratoga Springs City Council Meeting
2 key partnerships here. Obviously, aside
3 from our municipal partnership with the
4 city, we have a long-standing
5 relationship with Skidmore College. And
6 you can see some of our other
7 partnerships there on the PowerPoint
8 slide. In particular, you'll see there
9 on your right a picture of the recently
10 upgraded infrastructure on Route 50,
11 right outside of SPAC giving us better
12 opportunity and more residents and
13 visitors to access the facility more
14 safely. As time has come, over the last
15 couple of years, we've been building it
16 up in partnership and then you can see
17 there, a lot of what we're going to talk
18 about today supports tourism here during
19 the warmer months. Just kind of wanted
20 to give a reset here on some of the --
21 the key transit routes that provide
22 service to the city. We basically just
23 provided here a high-level overview of
24 the core routes that serve the city, and
25 then make its way through the county and
 in some cases down state and you can see

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1 some of the specific routes on top there
2 that really provide the backbone of our
3 network here in the City of Saratoga
4 Springs. Then we have the Northway
5 Express commuter service, which, as
6 indicated connects to a lot of the city
7 folks and the rest of the north way down
8 into downtown Albany for some of the
9 worker employment and recreational
10 opportunities as needed. And then we
11 also have our STAR paratransit service
12 for disabled and elderly residents. So
13 those services all operate here, for the
14 most part 24, you know, seven days a
15 week, varying hours, depending upon
16 availability in the time of year. One
17 of our key programs throughout our
18 partnership here with the city of is
19 going to be the visitors trolley, we
20 spent a lot of time over the past ten,
21 15 years really building up the routing
22 and the experience of this in concert
23 with our friends here at the city.
24 Also, the local businesses, the Saratoga
25 Chamber, Discovery Saratoga, and a wide

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1 variety of partners you can see listed
2 there on the wall. Generally speaking,
3 the expectation is that the service will
4 return back in July as the Saratoga
5 Racecourse gets reopened. And you can
6 see here, it's been a very successful
7 program, the annual ridership for just
8 that time period between July and Labor
9 Day annually, brings us about 15 to
10 20,000 trips. So we've really done some
11 good work tweaking this program and
12 making sure that it provides movability,
13 reduces the car congestion on the
14 streets during this busier time of year
15 and really just kind of adds to the
16 historic charm of the city. And on the
17 agenda here tonight, one of the key
18 programs here over the last couple of
19 years is our CDPHP cycle program. For
20 that I'm going to have Lindsay Brad kind
21 of talk through some of the key
22 components here and what we're seeing on
23 the road.

24 MS. Garney: Thanks, John. So
25 we're entering our sixth season for

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CDPHP cycle. Saratoga Springs has been
in the program since its inception.
Last year alone, we had almost 5,400
rides throughout the city. We try to
keep 50 to 75 bikes in good working
order throughout the season in the city
at any given time. We run what's known
as a hub less system, which means that
folks when they're done riding their
bicycles, they don't have to lock them
to cycle specific racks that you see
throughout the city. They are able to
be locked to any fixed public object, we
implemented that in our third season.
It gives our members more accessibility,
more flexibility with their rides on the
bikes. Saratoga State Park is always
very busy throughout the entire season,
especially when tourists are in town, so
we see majority of the trips riding
through the park in some capacity. We
also have bikes not only in the park but
specifically on the property of the
Gideon Putnam Hotel. That was something
that we started last year as a

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2 partnership with the hotel, very -- very
3 popular, people in and out of the hotel,
4 riding bikes all the time. The hotel
5 offers that as an amenity to their
6 guests, so it's a very popular program
7 that we started with the hotel this past
8 year, that we're pretty proud of and
9 we're going to continue again this
10 season. Our partnership with the city
11 for CDPHP Cycle allows city employees to
12 gain free memberships to the bikes
13 throughout the season. So that's
14 something that we're more than happy to
15 provide more information on if folks
16 didn't know that. Certainly something
17 that we'd like to get, more city
18 employees on bikes and give them the
19 opportunity as an additional mode of
20 transportation. One final thing, our
21 operations team takes great pride in
22 keeping the bikes not only in good
23 working order but also very clean. They
24 sanitize the bikes with a bleach
25 solution every single day. Every bike
in the system gets cleaned every day by

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2 our operations team, and there's also
3 bottles of hand sanitizer, as you can
4 see in that picture, zip-tied to the
5 bikes for your own safety to use, at
6 your own -- own convenience when riding
7 the bikes. So -- so here's the -- the
8 hubs that we have throughout the city.
9 We rank them in order from the busiest
10 hubs at the top. Obviously, like we
11 stated in the previous slides, the --
12 the park is -- is very busy, and then
13 you can kind of see how tourism really
14 affects ridership. Where there's more
15 people, there's more rides. Two new
16 hubs that we added last year were at the
17 casino and hotel. That gained
18 popularity as soon as we installed it.
19 That will be there again this year. We
20 actually spoke with the facilities
21 director today, so the team will be
22 building that rack again in the next
23 couple of weeks, getting ready for the
24 season, which we will be launching in
25 the first two weeks of April, weather
 pending. We also added a rack last year

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at Geyser Road Park, for people to start
taking opportunity of the -- the trail
that's over there. So we're constantly
working with Tina Carton at the city.
She's kind of our -- our go-to, our
partner here to, you know, help increase
ridership, move racks around where she
feels we might get some more ridership.
So we're, again, open to any suggestions
that people might have for where bikes
and racks would be more beneficial to
the residents here in Saratoga.

MR. SCHERZER: So here's one of our
newer products. We did a pilot program
in -- in some of our capital region
partner cities last year. It's called
Scoot. It is an electric scooter
program. You can see there we have
purchased racks. We have purchased ties
to connect the scooter to the racks. We
all know what you've heard, I'm sure,
from throughout the country, different
types of programs and other cities, you
know, our goal is to provide management,
to provide consistency and safety. So

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1 you can see we have the mobility cable
2 lock to ensure that the racks are all
3 put together. It's a pretty heavy
4 vehicle as well. It's not something you
5 just easily flick away like you might
6 have seen in some other cities. These
7 are heavyweight, 50-pound units.
8 They're fully electric. Just to give a
9 quick overview on -- on the
10 demonstrations, we had last year and --
11 and where we're thinking this program
12 makes sense, you can see some of the
13 pricing points there. Generally
14 speaking, \$2 to unlock a scooter, 25
15 cents per minute thereafter. Well,
16 scooter rides are ten minutes at
17 maximum, so you can kind of start to
18 work out the dollars and cents from
19 there, and what we do to keep control of
20 the program and keep control of the
21 scooters is set up there over the next
22 couple of bullets. If a scooter is not
23 put in the right place, be subject to
24 that fine, and then if a scooter is
25 locked up but in the wrong way, there's

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1 a -- a lesser fine that's listed there

2 as well. What we wanted to do is talk

3 and -- and give examples here. Last

4 year, we did closed course public

5 demonstrations throughout the capital

6 region. We want to continue that up

7 here over the course of the warmer

8 months, as we move into them, and then

9 if we are able to put together a program

10 that the community is supportive of, our

11 expectation is to run it from 6:00 in

12 the morning until 11:00 p.m. at night.

13 The key component there is, I'm sure

14 we've all dealt with, you want to be

15 able to cut off at a certain time frame

16 where people who may not be as focused

17 on their travels and where they're

18 going, and when they're going. We want

19 to try to avoid those times as best of

20 our ability, and then just give a quick

21 overview of how it works. We -- we've

22 got a very good plan in place with our

23 CDPHP Cycle program. We have a third-

24 party operator who does the rebalancing

25 and does the movement to the vehicles

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every day. We have the same plan in
place for the scooter program.
Customers would create a membership via
mobile app or go to the CDTA appropriate
website, and we've also created No Go
Zones. In our conversations with our
municipal partners, we know there are
places that are just not intelligent,
and so you can see the main one there,
Congress Park was critical in our early
conversations with the city previously.
So when you get into one of those No Go
Zones, what will happen is the motor
itself will begin to shut down, so you
don't have the ability to continue
riding if you're in an inappropriate
riding area, so the motor itself will
shut down until you get the vehicle back
into the actual geo-fenced area, and
scooters are treated as motor vehicles.
They need to remain on roadways, and
they need to follow all traffic laws,
we're not talking sidewalks. Certainly,
we suggest helmets and other elements
that go along with that.

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1 MS. GARNEY: So in our early
2 planning for scooters to come up to
3 Saratoga Springs, we identified three
4 locations where we would build racks.
5 We wanted to kind of keep them close to
6 where our CDPHP cycle racks, to maintain
7 efficiency for our operations team.
8 Anytime they're out cleaning bikes, they
9 can be moving scooters, locking
10 scooters, moving scooters, so keeping
11 scooter racks where cycle racks are --
12 is -- helps us do our job faster and
13 better for the community. So these are
14 the three locations that we thought we
15 would start scooters with, to build
16 racks. You can see up at High Rock
17 Park, down near West Circular Street,
18 and then up in the north -- northeast --
19 northwest portion of the -- of the map
20 up there. So kind of build a triangle
21 because scooters have to be locked to
22 racks at the end of their rides. It
23 gives people different options
24 throughout the city, where they can ride
25 in and lock up the scooters too. As

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1 Jonathan mentioned, our operations team
2 has built a pretty diligent program in
3 how we want to run these scooters. We
4 don't want to have the sprawl and the
5 clutter that are seen in some of the
6 bigger scooties -- cities where scooters
7 are used, mostly for recreational. We
8 want these scooters to be taken care of
9 and our operations team is going to do a
10 very good job of working with the
11 community at these public demonstrations
12 to teach people how to ride the
13 scooters. The rules and regulations of
14 the program, we feel like if we put a --
15 a strict program out first, and people
16 are able to follow the rules and obey
17 the rules and ride the scooters
18 responsibly, then we can kind of take
19 the reins off a little bit and build
20 some more racks and give some more
21 availability for the scooters, but in
22 the meantime, we want to start very
23 small, keep our arms tightly around the
24 program, give people a fair chance to
25 ride them and then build out from there.

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1 MR. SCHERZER: And then last but
2 not least, some of the newer options
3 that CDTA is developing is, you know, in
4 today's day and age, we don't have the
5 ability to just provide bus service. I
6 don't think any agency who works like we
7 work, who is trying to find ways to move
8 people is going to be married to just
9 one opportunity. So up there on the top
10 right, the vehicles are flex on-demand
11 vehicles. It is basically a facsimile
12 of some degree of Uber pool. You're
13 able to order this vehicle via mobile
14 application, from a curb-to-curb trip in
15 a specified zone across the service
16 area. We have a couple of zones already
17 in the capital region. We have one in
18 (indiscernible) Guilderland and Latham,
19 and we just started a pilot program
20 earlier this year, really in late '21,
21 connecting Mechanicville, Clifton Park,
22 and Half Moon. So we could certainly
23 see the benefits of a flex tight program
24 here in downtown, and then hot off the
25 press, on March 3rd, we unveiled our

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1 most recent project that's coming up.

2 It's called CDTA drive. So we
3 effectively are putting together an
4 electric car-sharing program that will
5 allow you, much like the bikes or the
6 scooters or any of these other shareable
7 program opportunities, to be able to
8 utilize an electric vehicle. We're in a
9 very early stage of that. We have about
10 a half a dozen vehicles within the
11 authority's purview right now. We're
12 finalizing determinations on where they
13 may go, but happy to answer any
14 questions about this program or -- or
15 anything else throughout the
16 presentation. We appreciate your time
17 and having us in here tonight.

18 MAYOR KIM: That's great. Does
19 anyone -- any other City Council members
20 have a question for John or Lindsay? I
21 think what's being presented here, we'll
22 probably have a public hearing to -- to
23 sort of discuss the -- the -- the -- the
24 issues, particularly with if we add
25 scooters to the city, and then have a --

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a discussion and vote with the City
2 Council at some point, but anyone --
3 well, I appreciate it. Thank you.

4 MR. SCHERZER: Thank you for having
5 us (indiscernible).

6 MAYOR KIM: (Indiscernible) it's
7 good to see you John, good to see you
8 Lindsay. Thank you. Our next
9 presentation is by Brian Straughter and
10 Pamela Polacsek from the Community
11 Development Citizen Advisory Committee,
12 and they're going to present the 2022
13 CDBG Entitlement Block Grant
14 Recommendations. Thanks for coming.

15 MR. STRAUGHTER: Now, good evening,
16 definitely interesting to see what's
17 going on with CD, you, TA --

18 MAYOR KIM: Right.

19 MR. STRAUGHTER: -- new things
20 happening. So my name is Brian
21 Straughter, and this is Pam, and we are
22 part of the Community Development Block
23 Grant Advisory Committee. Our committee
24 is made up of ten individuals and our
25 chair, Rich Ferguson, was not able to

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1 make it tonight, so asked if we could
2 pinch it today, you know, we -- we're
3 going to read because we always like to
4 read into the record, you know what we
5 do as -- as a group, and this year, our
6 group was particularly challenged as we
7 had \$945,000 in requests for just under
8 \$300,000 of available funds. So the
9 Community Development Block Grant was
10 created by the passage of the Housing
11 and Community Development Act of 1974.
12 It combined into a single grant, a
13 number of previous grant programs
14 administered by the US Department of
15 Housing and Urban Development, HUD,
16 including urban renewal models, model --
17 model cities, open space, and water and
18 sewer. The block grant allows a more
19 flexible approach to community
20 development. The goal of the CDBG
21 program is to develop viable urban
22 communities through housing, economic
23 development, elimination of slums and
24 blight, expansion of community services,
25 and neighborhood revitalization. The

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primary objective of the CDBG program is
2 to benefit persons of low and moderate-
3 income, and our -- our committee has
4 four primary tasks that we look at.
5 Priority is permanent housing needs.
6 The creation of an affordable housing
7 represents an overarching priority for
8 the city. However, highest priority
9 will get -- be given to activities that
10 fulfill this need through rehabilitation
11 of existing buildings, and the
12 acquisition of existing units for
13 preservation as affordable. High
14 Priority is also given to low-income
15 homeowner housing rehabilitation. The
16 second priority was homelessness housing
17 facility needs. Rehabilitation,
18 improvements in the creation of
19 emergency shelters, in -- in
20 transitional housing for homeless
21 individuals, families with children, and
22 unaccompanied youth of -- are of high
23 priority. Our third priority, non-
24 housing needs. Non-housing community
25 development activities are integral in

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1 promoting a sound living environment in
2 encouraging expanded economic
3 opportunities for persons of low and
4 moderate-income. Though no
5 infrastructure, economic development,
6 and planning activities can be kept
7 categorized as high or moderate priority
8 under this strategic plan, and then our
9 last priority was public service needs.
10 Although limited in the annual statutory
11 funding cap, public service activities
12 complement housing in non-housing
13 community development activities in
14 developing and promoting a sound living
15 environment. Activities that prevent
16 homelessness and promote successful
17 transition from temporary housing to
18 stable, productive living environments
19 are identified as the highest priority.
20 Our moderate priority of moderate
21 priority are health services that
22 specifically address elder care and
23 mental health, and we like to that's --
24 that comes from our -- the city's plan,
25 and we'd like to read that just, you

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1 know, as -- as we were reviewing our
2 applications this year, and there was 20
3 of them, you know, we really struggled
4 and tried to figure out how do we
5 address, you know, what the plan really
6 wants to have our committee target, and
7 while we had many great -- great --
8 great applications when funding is
9 limited, it gets hard. So we tried to
10 take those priorities and say -- or --
11 and -- and look at the applications, you
12 know, through trying to figure out how
13 to help people with their housing needs.

14 MAYOR KIM: Pam.

15 MS. POLACSEK: Sure. Vertically
16 challenged. Good evening. As Brian had
17 mentioned, we had limited amount of
18 money to spend to suggest how to
19 approach, and certainly, we're an
20 advisory committee and, obviously, the
21 City Council makes the ultimate
22 decisions, and just shy of \$300,000, we
23 are able to support 15 percent of that
24 for public service needs. So the two
25 organizations that we are suggesting get

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funded this year are the Saratoga
Affordable Housing Group, for a case
manager of \$18,000, and this funding will
provide for a full-time case manager
that will assist low income, disabled,
elderly individuals, to secure housing
at the Allen Drive project, and work
with the tenants to prevent evictions,
and provide education and management
services to assure the safety of all the
residents that live there, and the
second organization that we are
suggesting it receives funding this year
is the Salvation Army for a case manager
as well, and that would be for \$20,000,
and this is to provide funding for a
full-time case manager who will provide
services for those experiencing
homelessness or at risk of being
homeless. This position consists of
outreach, homeless prevention, and
supportive case management and casework,
and I will add that both of these
positions have been wildly successful in
the past year, at least in our

1 Saratoga Springs City Council Meeting
2 suggestions, so that would be \$38,000
3 out of our just shy of 300,000. That's
4 approximately 15 percent of what we can
5 support in the overall recommendations.
6 As far as capital projects for public
7 infrastructure projects, the first one
8 we would suggest would be to rebuilding
9 together Saratoga, and that's for
10 housing rehabilitation, and we would
11 suggest \$75,000 be given to that
12 organization to fund, to support the
13 housing rehabilitation program that they
14 so adequately do every year to serve low
15 moderate-income people in the city,
16 specifically within the city
17 jurisdiction. The second would be to
18 the Saratoga Affordable Housing Group,
19 and that would be to suggest \$57,000 to
20 support their Allen Drive rehabilitation
21 project, and this is we found to be
22 replacing their drain lines that are
23 disintegrating in the housing units.
24 The replacement of these will provide
25 safe water for the residents who live
 there. The third organization is the

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Franklin Community Center, and they own
the Franklin Community Manor, and we're
suggesting to provide roof replacement
for \$40,000, and that is to replace the
roof in that -- in that building. The
fourth organization would be the Mother
Anderson Women's Shelter and Children's
Shelter, and that would be to pay for
their cooling system at \$15,000, and
that's to prepare the new facility with
a proper cooling system for their
mothers and the children who reside in
that facility. The next item would be
for -- to rise, and that is to upgrade
the flooring that in their Van Damme
building that they own, and that's to
replace the funding -- the floor, excuse
me, and the steps that are going into
that affordable housing unit. It's a
progressive steps program, which
provides improved quality of life for
the low-income residents who have severe
and persistent psychiatric conditions,
and the last, we would be remiss without
having our administrator, so the funding

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would be 50 -- \$53,000 to support the
community development position, which
operates in to cover the budget of the
payroll, fringe benefits, programs and
office expenses that are new higher
rate. Amber is (indiscernible) adeptly
doing, and she's fit -- she's fit into
that role quite well, and she's really
learning and she's very receptive to all
of the information that we provided to
her. So I'm not sure if the City
Council members have any questions about
the applicants that we're suggesting
funding for, but that is our slate of
prospective applicants.

MAYOR KIM: Any questions from the
City Council? Thank you. I appreciate
your hard work and thank you for coming
tonight to tell us all about your good
work.

MS. POLACSEK: Thank you for
(indiscernible).

MAYOR KIM: Thank you all.

MR. STRAUGHTER: Perfect.

MAYOR KIM: Thank you.

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1 MR. STRAUGHTER:

2 MAYOR KIM: Thank you. Our third
3 presentation is the Saratoga Art Center.
4 I welcome Louise Kerr to the microphone.
5 If anyone's spent less than a half-hour
6 with Louise, you'll know how -- what
7 great plan she has for the -- the
8 Saratoga Art Center, and her -- her
9 vision is -- is really breathtaking, and
10 I ask her to come to share, and -- and
11 take it away, Louise.

12 MS. KERR: Hello. Thank you very
13 much for your time. My name is Louise
14 Kerr and I'm the executive director of
15 Saratoga Arts. I'd like for you to turn
16 your attention to a very brief video
17 that will just give you an overview of
18 who we are and what we do.

19 *(Video Played)*

20 MALE SPEAKER 1: In the heart of
21 Downtown Saratoga Springs, on the corner
22 of the iconic Congress Park sits a
23 beautiful brick building. In the 1930s
24 ground was broken on this site to
25 construct a new library accessible to

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all. By the 1950s, that little library
had become a hub of discovery,
community, and imagination. After
nearly a decade of operating out of
found spaces, including a portable file
box in her car, Saratoga Arts Council's
first executive director, Dee Sarno, was
in search of a place the arts could call
home. In 1996, Saratoga Art's took up
residence on the corner of Broadway and
Spring Street, embracing the community
built by learning and making something
entirely new.

FEMALE SPEAKER 2: This was a
community effort. People had the
passion and the belief that this could
happen, and that -- that's what it was
all about. It was about community and
passion, and people believing we should
be here.

MALE SPEAKER 1: Saratoga Art's
mission, to enrich the region by
cultivating a vibrant arts community and
by ensuring that the arts are accessible
to all, embraces the idea that we will

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2 facilitate and nurture all forms of
3 creativity. Saratoga Arts shares the
4 art of our community members through
5 exhibitions in our galleries at 320
6 Broadway, which features 16 artists
7 selected by a jury each year, in
8 addition to our community shows, the 10
9 by ten member show at high school all-
10 stars. Saratoga arts also hosts art in
11 public places, art in the park, pop-up
12 art markets, and has a permanent gift
13 shop, allowing artists other
14 opportunities to feature and sell their
15 work. At Saratoga Arts, you can learn
16 something new all year long. 500
17 students of all ages engage in all
18 levels of arts education through our
19 youth camps, classes, and workshops,
20 whether you're dropping into learning a
21 new technique or dedicated to taking
22 your skills to that next level. Season
23 after season, Saratoga Arts has
24 something new to offer in the Dee Sarno
25 Theater, Saratoga Arts invites the
 community to create something new,

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hosting theater, dance, and musical
performances, not to mention hours of
rehearsal. The performing arts are
central to the work of Saratoga arts.
As a Statewide community (indiscernible)
site, Saratoga Arts is able to fund
artists and organizations who are
creating art and building relationships
in and with our community. Over the
years, Saratoga Arts has been able to
distribute more than \$1.5 million to
arts programs with direct impact on
Fulton, Montgomery, and Saratoga
counties. In order to facilitate our
ever-expanding programmatic work and
outreach, a major revitalization of this
centrally located umbrella for all the
arts is already underway in celebration
of our 25th anniversary. As we make
something new at Saratoga arts, there
are so many ways you can participate in
this important work and help us build
and re-emerge stronger than ever before.

(Video stopped)

MS. KERR: So as you saw in the

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video, Saratoga Arts provides a
centrally located umbrella of
information distribution for all of the
arts. It's a physical space for
education, exhibitions, performances,
and events, and for over 30 years, we
have provided \$125,000 annually in
direct grant support to the arts in
Fulton, Montgomery, and Saratoga
counties. This year includes additional
relief grants, so we're totaling over
\$185,000 in support to artists,
educational organizations, and community
nonprofits. The building itself at 320
Broadway provides over 10,000 square
feet of multi-use community space that
facilitates all kinds of creative work.
25 years ago, Dee Sarno raised and
invested 550,000 to renovate what is now
the community art center, and last year,
as we emerge from the pandemic, folks
rally behind us in recognition of just
how important arts and culture are to
the City of Saratoga Springs. In 2021,
we invested \$98,000 into some long-

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2 overdue internal upgrades around health
3 and safety and then launched our capital
4 campaign with a goal to raise another
5 600,000, which will now allow us to
6 bring the rest of the interior spaces at
7 320 Broadway up to today's standards.
8 After working closely with DPW over the
9 last year and a half to identify the
10 needs this aging building has, the city
11 has generously agreed to partner with us
12 as we move into this next phase and
13 there is an allocation in the budget of
14 700,000 to be spread over the next three
15 years for essential, internal and
16 external structural and operational
17 revitalizations. This would be a
18 combined effort of the city and Saratoga
19 Arts to invest in excess of \$1.4 million
20 into 320 Broadway. We are committed to
21 serving both our local populations and
22 the visitors for years to come, and as
23 we commit to this new fundraising
24 capital campaign to invest in the space
25 that we call home, and to invest into
 what is -- we made for our community, we

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1 request that the city please take the
2 following consideration. We are
3 requesting that the city creates a
4 permanent home on Broadway for the art
5 center, with a 33-year lease and the
6 ability to renew up to two more times.
7 We also greatly appreciate your support
8 for any possible rent adjustments. We
9 request also, were possible, that the
10 allocation of the 700 1000 building
11 improvements funds be front-loaded this
12 year and next. We believe that there
13 are infrastructure health and safety
14 deficiencies that will require immediate
15 fixes and are now reaching critical
16 stages. Some of these essential health
17 and safety concerns were originally
18 identified by the city engineer in 2007,
19 2009, and then again in 2015, and they
20 are still in need to be completed. We
21 are the community art center, a hub of
22 creativity and collaboration located in
23 the heart of downtown. The core of who
24 we are and what we do is deeply rooted
25 in helping to facilitate what creates a

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1 great place to live and a wonderful
2 place to call home. So thank you.

3 MAYOR KIM: Thank you. Is there
4 any questions for Louise? I just want
5 to mention that Louise has a great
6 vision that I've had the privilege to
7 talk to her about, and also to a number
8 of the leaders of the arts community
9 from the Tang Museum to SPAC, to the
10 Beekman Arts -- Arts District, and --
11 and one of the things that really
12 impressed me by Louise and all the
13 members who are working on arts in -- in
14 Saratoga Springs, is really the idea
15 that we have so many assets that we
16 haven't really sung enough about.

17 Everyone knows us as a racing town.
18 They know us as having, you know, great
19 tourist assets, but one of them is the
20 arts, and we really need to make sure
21 that the world knows that, and -- and
22 I'm committed to that, and I hope the
23 rest of the City Council will -- will --
24 will help us do that, and -- and -- and
25 it starts with us looking very closely

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at the physical plan that Saratoga Arts
has, and -- and making sure that that's
the -- the best center we can provide to
the city, and it goes beyond that to
then making sure that we -- we make --
we -- we let the world know that we
really are a destination for the arts.
So we're -- we're going to be coming
back to the City Council with -- with
some ambitious plans and we hope that
you'll support us. Thanks.

MS. KERR: Thank you.

MAYOR KIM: Our final presentation.
Last but not least, we have the West
Avenue Special Assessment District that
is going to give their annual report.
This is a report that the West Avenue
Special Assessment was established in
February 2000 and was to assess an
additional tax on participating
businesses within the designated
business district for improvements.
Each year, WASAD is required to present
an annual report to the city. Matt
Jones is here to give us that report and

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looking forward to hearing from you.

MR. JONES: Your Honor, members of
the council, I'm Matt Jones, on the
council to West Avenue Special
Assessment District, and I know you'll
be very disappointed that I've chosen to
submit my report in writing, given the
length of your agenda. The important
part of the report simply indicates we
agree with the Commissioner's figures
that you supplied to us about two weeks
ago. We're all set, and you can enjoy
the rest of the report, which, Your
Honor, you've heard that four times
before the -- when you were Commissioner
of Public Safety, and it doesn't change
every year, so it -- it's -- I don't
want to raise expectations
(indiscernible).

MAYOR KIM: I appreciate that.
Thank you.

MR. JONES: Thank you, Your Honor.

COMMISSIONER MORAN: Matt, just one
question. All right. We got some
volume now. How long is this in effect

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for still?

MR. JONES: Five more years.

COMMISSIONER MORAN: Five more
years?

MR. JONES: Yeah.

COMMISSIONER MORAN: Okay
(indiscernible).

MR. JONES: It a \$700,000
obligation at the outset on our initial
project of \$3.8 million. The city came
up with 700,000, the district came up
with 700,000, and we pay the city back
over a period of 25 years. We've got
five left to go and then the tax in the
Special Assessment District will come
off.

COMMISSIONER MORAN: Excellent.
Thank you.

MAYOR KIM: That ends our
presentation section. We do not have an
executive session now. So I'm going to
ask the supervisors to give their
reports, and then we'll move on to the
consent agenda.

SUPERVISOR VEITCH: Thank you,

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1 Mayor. Good -- good evening. I just
2 have two items for my agenda. The first
3 item on the agenda is just a quick
4 update on the Saratoga County Prosperity
5 Partnership. There has been some media
6 reports regarding the partnership, and I
7 just wanted to kind of go through a
8 little bit of the history and what we
9 plan to do going forward. So one of the
10 things I wanted to mention was that
11 probably around 2012, 2013 timeframe,
12 Saratoga County had decided that they
13 were going to form their own Local
14 Development Corporation to work, and --
15 and I guess, do economic development
16 within the county. Long story short,
17 there were some issues and conflicts
18 with the current company that we work
19 with, Saratoga Economic Development
20 Corporation, and the county voted,
21 probably, I think it was 2014, to form a
22 local development course corporation,
23 which we call the Saratoga County
24 Prosperity Partnership. It consisted of
25 a board of directors and staff. Pretty

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1 much from the original start of it,
2 there was a lot of issues with staff
3 turnover, lack of productivity, and
4 taxpayer expense. The board actually,
5 earlier this month, voted not to move
6 forward with hiring any new staff. We
7 currently have a contract with a private
8 entity to run the partnership at this
9 point, and their contract runs out at
10 the end of the month. Basically, the
11 next step in this process is that there
12 are two local laws that we have
13 regarding the partnership. The first is
14 the creation of the Local Development
15 Corporation, we have to dissolve that,
16 and that requests -- requires some home
17 rule to remove. So we have to send a --
18 a -- a message to the State to dissolve
19 the Local Development Corporation, and
20 we also have a local law where they are
21 entitled to half of the occupancy tax
22 that we collect in Saratoga County,
23 which was established sometime around
24 2015, or 2016. That also requires a
25 home rule to remove that provision for

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1 them. Currently, the way that it works
2 is that they get half of the bed tax,
3 but if they don't spend any of it, they
4 return it back to the county based on
5 their contract. So with no effective
6 staff, and essentially, a board of
7 directors that may or may not meet
8 regularly, they will receive the money,
9 but then they will have to immediately
10 return it back to the county because
11 it's not going to be spent. So in -- in
12 a sense, it's really a -- a wash when it
13 comes to how that money is -- is spent
14 going forward. It goes back to the
15 county. So right now, we are in the
16 process of converting the day-to-day
17 operations of the partnership to our
18 Saratoga County Planning Department, and
19 we are planning to rename that
20 department to sit at Saratoga County
21 Planning and Economic Development
22 Department. We hope that to become a
23 permanent department within the county.
24 Again, this is hopefully the end of this
25 chapter of Saratoga County advocating

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for the process to move forward as fast
as possible. I've also -- I brought
that up twice in two meetings already.
We should be moving this process forward
as fast as possible. Just as a side
note, I was one of the founding board
members of the prosperity partnership,
and I think we had a lot of great goals
when we started. Unfortunately, it did
not work as we had hoped, you know,
really, at the end of the day, I think
the lesson learned, at least for me, is
that you need to have a broad community
to support to do these kinds of things,
in which we did not have, and we needed
to have the most immediate stakeholders
on board as well, which we also did not
have. So at the end of the day, it
didn't work. So again, I'm ready to
work again with the Saratoga Economic
Development Corporation, as the single
economic development entity with the
county. I've actually had a couple of
great conversations with them and I'm
looking forward to seeing what they can

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do going forward. They have a great
track record and -- and I'm glad to work
with them. Second on my agenda is just
a review of the New York State
associative -- Association of Counties
(indiscernible) --

COMMISSIONER MORAN:

(Indiscernible) before you go forward --

SUPERVISOR VEITCH: Yes, sir.

COMMISSIONER MORAN: -- could I
just interrupt? So I -- I really
appreciate your self-effacing comments
and recognizing the issues in why the
prosperity partnership did not work out.
Obviously, there was a clash between the
powers that be, and the -- the SEDC,
which, to your point, has an incredibly
strong track record. Was there -- were
-- were monies taken away from SEDC at
that time to create the prosperity
partnership?

SUPERVISOR VEITCH: The -- the
county has (indiscernible) I guess I
won't say taken away. I don't think --
I think we never completely didn't fund

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1 SEDC, but we had reduced their funding
2 quite a bit.

3 COMMISSIONER MORAN: Is there any
4 reason why we wouldn't return that
5 funding back to where it was, given
6 their track record?

7 SUPERVISOR VEITCH: Yeah, those --
8 those plans are in the works.

9 COMMISSIONER MORAN: Oh.
10 Excellent.

11 SUPERVISOR VEITCH: Yeah -- yeah.

12 COMMISSIONER MORAN: That's great
13 news.

14 SUPERVISOR VEITCH: Yeah -- yeah, I
15 think they got a bump this year, and
16 they'll probably get a bump next year --

17 COMMISSIONER MORAN: Right.

18 SUPERVISOR VEITCH: -- around when
19 it comes to their funding. So yeah, I
20 mean, we have to -- we have to invest in
21 economic development in this county --

22 COMMISSIONER MORAN: Absolutely.

23 SUPERVISOR VEITCH: -- regardless
24 of -- of what your opinions are on it,
25 but at the end of the day, yeah, with

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1 them being the sole corporation, I

2 guess, working with the county for job

3 attraction, we would then -- I don't

4 know if they'll go back to their top

5 funding they ever got, but they'll --

6 they'll certainly be getting more

7 funding from the county going forward,

8 and I would support that as -- as

9 supervisor. So we'll see how it works

10 as we get to the budget for next year.

11 COMMISSIONER MORAN: I appreciate
12 the detail. Thank you.

13 SUPERVISOR VEITCH: No problem.

14 Thank you. All right. So second on my

15 agenda is just a quick review of the New

16 York State Association of Counties

17 Conference, which is occurring actually

18 right now. It's where I came from right

19 before this meeting. So every spring,

20 the New York State Association of

21 Counties meets for its legislative

22 conference in Albany. I serve as the

23 vice-chairman of the Public Safety

24 Committee for the New York State

25 Association of Counties, and I just want

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to kind of review quickly our
resolutions that we passed, as well as
other things that I attended over the
last couple of days. We had six
resolutions on public safety for this
year. The first of their resolutions
was a resolution to support four
different bills in the state legislature
that relate to emergency services
departments. Saratoga Springs has a
full-time, full-paid department in the
city, but a lot of towns have ambulance
cores and things like that, that are --
cover different towns. They have
special taxing districts. It's all-
volunteer. It's a little bit different
than what we do in the city. These
bills would essentially do two things,
one would allow communities such as ours
to establish a special district for our
ambulance and potentially use that to
raise funds for its operation. In our
case, it would just be the City of
Saratoga Springs, because we have our
ambulance only operating within the city

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limits, but for other communities, it
would be cross-jurisdictional for
several towns and maybe even a full
County. So that's one thing that it
would do. The other is an idea where
they would be giving money toward
municipal EMS districts on like, a CHIPS
based kind of way when -- and CHIPS is a
Highway program, but they would use the
population of that municipality to kind
of give a stipend to that community to
help with emergency services. So in our
case, you know, we have a paid service,
so we are not, in any threat of it, not
operating. We -- we -- we charge for
service and, you know, when you get
taken in the ambulance, there's a bill
that comes after that, but some of these
departments have free services. They --
they operate through -- not for profits.
It's a whole different ballgame when you
get out of a -- out of a paid service,
so maybe more applicable to them but it
may apply to us at the end of the day if
we can create a special district, so I

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1 thought I would mention that. Other
2 resolutions that we had were asking for
3 amendments to the bail reform laws and
4 discovery reform. See, the next one was
5 improving efforts of -- of our
6 alternatives, probation and
7 incarceration, and protecting the
8 public's and reducing reliance on
9 prisons, jails, and detention. We had
10 one on investing our 911 funds for the
11 proper maintenance of the system.
12 Currently, the State diverts some of our
13 911 money and holds on to it for
14 themselves, and really, that money
15 should come back to the communities.
16 It's -- you pay the 911 surcharge on
17 your phone bill and that's supposed to
18 go to 911 services, but the State has
19 diverted some of those funds to its
20 general fund, which is really kind of
21 unfair toward counties and departments
22 that run the 911 Center, and really,
23 that money should go toward that, and
24 the last one is a resolution calling for
25 additional civil service reforms. We

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all kind of agree, at least from the
public safety point of view in the State
level, that the civil service rules for
recruiting and retaining in -- in
onboarding officers and corrections
officers for jails is outdated, and that
we need to have a more streamlined and
modern process for that, overall, and I
would also say that I think, as a whole,
the civil service law and civil service
process needs to be redone. It just
doesn't meet the modern workforce, and
so having those tests and, you know, I
don't want to get into the weeds, it's
been a long meeting already, and we
haven't even started, but it's, you
know, having all those rules and
regulations and processes creates kind
of an onerous system, and it's confusing
to people who want to work in -- in
civil service. So at the end of the
day, we hope from the (indiscernible)
level, the State Association Level 2
have an overarching resolution on civil
service reform that we can take to the

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1 State and -- and work for so -- which
2 would include reform here in -- at the
3 city level as well. The other things I
4 attended during the last few days were
5 basically some seminars on federal
6 spending initiatives, open meetings law,
7 the State budget impact on counties, a
8 nice, actually kind of interesting
9 seminar on the great resignation and
10 trends and workforce and impact on
11 counties, and also advancing equity and
12 growth by expanding access to childcare,
13 so kind of a wide variety of things that
14 you attend when you're at a
15 (indiscernible) conference, and I've
16 been doing this for a lot of years, and
17 it's always great to refresh your
18 skills, doing that kind of thing. So
19 thank you for your time and I appreciate
20 it. Thank you.

21 MAYOR KIM: Thank you
22 (indiscernible).

23 SUPERVISOR GASTON: Hi. Supervisor
24 Gaston. First item on my agenda is a
25 COVID-19 update. As of the State data

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today, our seven-day rolling average
positivity rate for Saratoga County is
2.6. That is fantastic. We have not
been below three percent for a very long
time, and that's really when you start
getting super concerned about potential
outbreaks. So we're not done yet, but
2.6 is certainly a fantastic change from
where we were. We are also under 10
cases per 100,000 people for the first
time in a very long time, and this is
one of the criteria that the CDC uses to
determine whether or not you are high
transmission or not. We've been low
under their new guidelines anyhow, but
this means that we would be meeting
their new -- their new and old
requirements. So this is excellent
work. However, it's important to note
that contingent -- continued vigilance
is necessary. Today, we received news
that the second gentleman, Doug Emhoff
(ph.) tested positive for COVID-19.
This is despite all the precautions put
around him, people having to test before

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1 they're near him, or his wife, the vice
2 president, all of these precautions are
3 in place, and he still contracted the
4 virus. So it is still important to be
5 vigilant. Make sure that you are
6 getting tested. If you are ill, stay
7 home, and please don't expose other
8 people. We are also seeing some rises
9 in other countries, and we are paying
10 close attention because the United
11 States is generally about two to three
12 weeks behind those. So we don't have to
13 be them but it's important for us to pay
14 attention to those changes. However, I
15 -- I really appreciate the work that the
16 city and the county have done, and our
17 people, and we need to just keep doing
18 it so we can move past it and not have
19 to worry about it as much. The second
20 item on my agenda is I also came
21 straight from the New York State
22 Association of Counties meeting here.
23 There were two standing committees that
24 I'm on where I did most of my work. The
25 first is the Climate Action Committee,

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which this was the first time that it
has been made into a standing committee
that can pass resolutions. A large part
of our discussion was regarding the
scoping plan that was done by the
governor's Climate Action Council. The
scoping plan has been released and the
public hearings have been released, all
of that information. I urge everyone to
go look at that -- look at the schedule
of public hearings and comment on it
because this is going to be the
important part, the implementation. It
doesn't matter what's written in the
scoping plan for protecting our
environment, for roadways, for business,
for zoning if the implementation isn't
there. Another part of our discussion
was making sure that counties are
included because, historically, counties
have not been involved in the Climate
Action Council process. We had to fight
for years. You have one round table
with them and given the fact that we
have so many roads in the county that we

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1 deal with a lot of planning and a lot of
2 the buildings and structure that's
3 obviously not great. We also passed
4 solar panel recycling legislation and
5 support the governor's budget proposal
6 for extended producer responsibility. A
7 lot of the new renewable technology
8 including solar panels that has come
9 out, they do -- the manufacturers and
10 distributors do not have responsibility
11 for taking that back or recycling or
12 reusing. What that means is
13 municipalities and the county end up
14 dealing with acres and acres of really -
15 - really old materials, sometimes with
16 fun and unique chemical compositions.
17 So this would require manufacturers to
18 put some responsibility on them, and the
19 owners would not be just on our
20 municipalities, which is important. The
21 other standing committee I'm on is
22 public health and mental health. Most
23 of that was spent hoping that the
24 governor's and the one-house budget goes
25 through. That significantly increases

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1 funding for both public health and
2 mental health, and behavioral health.
3 Those departments -- that funding has
4 been underwhelming for many -- many
5 years, and this will actually increase
6 it to where it should be. It will
7 provide additional base block grants.
8 Almost 800,000 would be what Saratoga
9 County would end up getting and would
10 also increase reimbursement. In
11 addition to that, I am taking the lead
12 for that committee on a resolution
13 regarding school resource officers and
14 required training, and New York State
15 school resource officers are not
16 required to have any training, and our
17 committee moved forward in the
18 discussion, and we would like to
19 recommend that all SRO's are required to
20 have specific training, specifically
21 youth mental health as well. Again, we
22 are lucky in Saratoga, that I know that
23 our police officers and our sheriff's
24 deputies before they are assigned as
25 SROs in our county, do receive that

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training but it is not a requirement in
New York state, and so because I come
from an area where we're ahead of the
curve on that, we're going to take the
lead and try and make sure that all
SRO's have that because we have a -- a
distinct increase in mental health
concerns in our school and we want to
make sure that everyone who's there has
that training. As Supervisor Veitch
said, I attended a workshop on childcare
working with staff from Erie and
Tompkins County, talking about childcare
availability and how that's really an
economic development driver. And I'm
hoping that we will be moving more on
that in the county as well. Also went
to a discussion about housing the
homeless, with State leadership and
strategies for different counties around
the state. And in the State budget
discussion, we talked about how the
governor's budget has an expansion of
the Dwyer program, which is the peer to
peer veteran's support program.

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Saratoga County was one of the first,
and this would expand it to all counties
in the state. It would also
significantly increase the Environmental
Bond Act, and would increase funding for
broadband accessibility, including some
of the work that the city wants to do,
and it is fiber focused. As the
gentleman in the meeting said, it is not
a technology agnostic. They really want
to support fiber development, because
that is expandable for many -- many
years. Was a busy day, so I look
forward to taking a nap at some point,
but if the council doesn't have any
questions, that completes my agenda.

MAYOR KIM: Thank you -- thank you.
Our next item is the consent agenda. I
move that we accept the consent agenda
as listed and described. Do I have a
second?

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: We have a second. Is
there any discussion on any items in the
consent agenda? No discussion. Hearing

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1 none. All in favor say aye?

2 COMMISSIONER MONTAGNINO: Aye.

3 COMMISSIONER MORAN: Aye.

4 MAYOR KIM: Opposed? Any

5 abstentions? The matter passes. I

6 believe there is one item for on the

7 Accounts Department that we'd like to

8 move up now to. Commissioner Moran, do

9 you want to do that now?

10 COMMISSIONER MORAN: Thank you, Mr.

11 Mayor. Agenda item number 1 on the

12 accounts, award of bid for the Saratoga

13 Greenbelt Downtown Connector Trail

14 Construction to Rifenburg Contracting

15 Corporation. Upon the recommendation of

16 the mayor's office, I move to award the

17 bid for the Saratoga Greenbelt Downtown

18 Connector Trail Construction contract to

19 Rifenburg Contracting Corporation in the

20 amount not to exceed \$2,888,467.35. Is

21 there a second?

22 MAYOR KIM: A second? Any

23 discussion on the motion?

24 COMMISSIONER MORAN: I'm excited to

25 do this, sir.

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1 MAYOR KIM: Same here. Any other
2 discussion? Hearing none. All in favor?
3 Aye.

4 COMMISSIONER MONTAGNINO: Aye.

5 COMMISSIONER MORAN: Aye.

6 MAYOR KIM: Opposed? Abstentions?
7 Motion carries. Thank you,
8 Commissioner. I'll move to the mayor's
9 agenda. Our first item is a discussion
10 and vote to adopt Local Law Number 2.
11 I'm -- I move that we adopt Local Law
12 Number 2. And let me just get to the
13 right place for the motion.
14 (Indiscernible) about this. I move that
15 the City Council approve the resolution
16 adopting Local Law Number 2 of 2022
17 which repeals in its entirety chapters
18 240 -- 241 and 242 of the code of the
19 City of Saratoga Springs and enacts a
20 new chapter 240 of the code of the City
21 of Saratoga Springs in (undiscerning)
22 Unified Development Ordinance. And
23 that's in a form of a motion. The
24 attached resolution, I think all the
25 City Council members have had a chance

1 Saratoga Springs City Council Meeting
2 to read. I'll dispense with the reading
3 of the full resolution. Is there a
4 second?

5 COMMISSIONER MORAN: Second.

6 MAYOR KIM: Is there any discussion
7 on the motion? Discussion? I -- I'm
8 presuming also Moneda (ph.) you're --

9 COMMISSIONER MORAN: Got a slight
10 delay Mr. Mayor.

11 MAYOR KIM: Oh, because I'm hearing
12 sort of an echo. Okay. I'll -- I'll
13 wait a second. (Indiscernible) there's
14 any discussion?

15 COMMISSIONER SANGHVI: So we are
16 going to discuss the amendments in the
17 coming week.

18 MAYOR KIM: That's the next agenda
19 item Commissioner Sanghvi. It's --

20 COMMISSIONER SANGHVI: Okay.

21 MAYOR KIM: -- the set a public
22 hearing on amendments.

23 COMMISSIONER SANGHVI: Okay.

24 MAYOR KIM: Any other discussion or
25 questions? All in favor say aye? Aye.

26 COMMISSIONER MORAN: Aye.

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1 COMMISSIONER MONTAGNINO: Aye.

2 MAYOR KIM: Any opposed? Any
3 abstentions? Motion carries. Our next
4 item is to set a public hearing, and
5 that public hearing is to accept
6 suggestion from the public on possible
7 amendments to the unified development
8 ordinance. That would be -- I believe
9 our next City Council meeting is April
10 4th.

11 COMMISSIONER MORAN: April 5th.

12 MAYOR KIM: April 5th. And I think
13 we'll need about 20 minutes for this on
14 April 5th. My next item is to announce
15 the appointment of an alternate to the
16 Zoning Board of Appeals. I'm pleased to
17 announce that Alice Smith will be
18 serving as an alternate for the Zoning
19 Board of Appeals. Alice is a life -- is
20 a 33-year resident of Saratoga Springs.
21 She raised three children here, and
22 she's been very active in Saratoga
23 Springs civic and political life. And
24 when I spoke to her about this, she said
25 she's very excited to work with the

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Zoning Board and -- and our Planning
staff, and I'm looking forward to having
her work on this important committee.
Thank you for stepping up, Alice.

COMMISSIONER MORAN:

Congratulations Alice.

MAYOR KIM: My second -- my fourth
item -- second announcement is, I'm
pleased to name Kristen Dart to the CD -
- CA committee. You just saw the CD --
CA's committee work here. Kristen is a
native Saratogan. She's currently vice
president of political affairs for
Planned Parenthood Empire State in
Albany. She's been active in many civic
and political organizations in Saratoga
Springs. Kristen was previously the
director of Intergovernmental Affairs
for the City of Providence, and that's
where she actually worked on CDDB (ph.)
issues, so she brings a wealth of
experience to this committee and I'm
very happy and pleased that she's
accepted this appointment. I know she
has a genuine issue and interest in this

1 Saratoga Springs City Council Meeting
issue, and I want to thank her for
2 stepping up and serving the city in such
3 a wonderful way. My fifth item is an
4 announcement. The State of the City
5 address is on March 19th. It'll be here
6 at 11 o'clock in the -- here in -- in
7 this room in the Music Hall. Our host
8 will be Congressman Paul Tunko, and so
9 we're thrilled to have him here and
10 we're looking forward to having that the
11 -- the -- the state of the city with
12 with our very own congressman here to
13 help us along. Sixth is an announcement
14 for the League of Women Voters event for
15 Women's History Month. March is
16 National Women's History Month, and the
17 League of Women Voters of Saratoga
18 Springs is holding a Zoom presentation
19 tomorrow evening at 7:00 p.m. on the
20 history of the ERA ,and where we are
21 today. Info is available on the
22 League's website, and I recommend it to
23 you. I'm -- I'm -- I'm looking forward
24 to the presentation. My seventh item is
25 a proclamation. November's a crowded

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month. March is Gambling Awareness
Month, and we are a gambling town, but
we also are a town that respects
responsible gambling -- gambling, so
I've signed a -- a proclamation urging
people to make sure that their gambling
is responsible and -- and be aware of --
of the potential problem gambling signs.
My eighth item is a discussion in
response to the conflict in Ukraine. We
circulated a resolution to the City
Council of -- that we would like to have
-- have them considered tonight. I'll
read the resolution in full. Whereas
over the past weeks the people of
Ukraine have been subjected to the
terror of military attack, and whereas
the emotional and psychological effects
of that attack have produced a severe
impact on Ukraine's economy and society.
Its supply of goods and resources and
the physical and emotional wellbeing of
its people. International Sanctions
exist against such behavior, but many
nations have been reluctant to act. It

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1 has long been said that the only thing
2 necessary for bad people to succeed is
3 for good people to stand back and do
4 nothing. As long as we as Americans
5 continue to accept this aggression, the
6 problem will continue to increase, and
7 now therefore, this City Council
8 condemns the Russian invasion of
9 Ukraine, declare support for the
10 Ukrainian people, and urges the freedom
11 loving people of the world to denounce
12 the devastating violence and that
13 threatens the lives and country of the
14 Ukrainian people. And that's in a form
15 of emotion. Do I have a second?

16 COMMISSIONER MONTAGNINO: Second.

17 MAYOR KIM: Any discussion? All in
18 favor? Aye.

19 COMMISSIONER MONTAGNINO: Aye.

20 COMMISSIONER MORAN: Aye.

21 MAYOR KIM: Opposed? Any
22 abstentions? Motion carries. Thank
23 you.

24 COMMISSIONER MONTAGNINO: Mr. Mayor

25 --

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1 MAYOR KIM: Yes.

2 COMMISSIONER MONTAGNINO: -- if I

3 may just add. Words of course are

4 important, and our -- and our wishes and

5 our hopes and our prayers are important

6 as well, but I would also like to note

7 that the Ukrainian Church in Watervliet

8 will be setting up a website where

9 people can register so that when

10 Ukrainian refugees are given visas to

11 enter the United States, people can

12 offer housing in their homes for

13 Ukrainian refugees. I've discussed this

14 matter with my wife, Nancy. Our

15 children are both grown and self-

16 supporting and have their own homes.

17 Nancy and I live in a five bedroom

18 house. It's just the two of us. We

19 will be registering our home and would

20 welcome the family of Ukrainian soldier

21 for whatever time it takes to keep them

22 safe, housed, and supported. And I

23 would ask that others consider doing

24 likewise because we need to act.

25 MAYOR KIM: Thank you. It's a

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wonderful gesture. Any other comments?

(Indiscernible).

SUPERVISOR GASTON: I would also suggest that the council reach out to former Mayor Ken Klotz who is very active in the Sister City program. Saratoga Springs, New York, Cassa (ph.), Sister City of Chekhov in Russia, and perhaps some communication in support of speaking out against the war would be useful for that as well. I know that there are many Russian individuals who are not in support of the war and being able to reach out through that group might also be a way that the city can assist.

MAYOR KIM: That's a great idea. Thank you, supervisor. Any other comments? My next -- next item is to set a public hearing on the Community Development Block Grant Annual Action Plan Recommendations. I think we can do this on April 5th. And I think we need about ten minutes for -- for that if I can do that. My tenth item is a

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discussion and vote for a construction
inspection support and construction
phase of the Downtown Connector Trail.
This is the motion that Commissioner
Moran was referring to earlier. I move
the City Council approved the resolution
as included with the agenda and proceed
with a construction support inspection
phase of the project. Pin 1760.86-DO359
100. The Saratoga Greenbelt Downtown
Connector, City of Saratoga Springs,
Saratoga County. Is there a second on
that motion?

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: Any discussion? All in
favor? Aye.

COMMISSIONER MONTAGNINO: Aye.

COMMISSIONER MORAN: Aye.

MAYOR KIM: Opposed? Abstentions?
Motion -- I'm just waiting -- making
sure that the delay -- motion carries.
My 11th item is a similar motion. It's
discussion and vote to authorize the
mayor to sign a contract with Rifenburg
Contracting Corp. I move that the City

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1 Council authorize the mayor to sign the
2 attached contract with Rifenburg
3 Construction Corporation in the amount
4 of \$2,000,880,467.35. The budget line
5 associated with this cost is H3517142-
6 52000-1252. Is there a second on the
7 motion?

8 COMMISSIONER MONTAGNINO: Second.

9 MAYOR KIM: Any discussion? All in
10 favor? Aye.

11 COMMISSIONER MONTAGNINO: Aye.

12 COMMISSIONER MORAN: Aye.

13 MAYOR KIM: Opposed? Abstentions?
14 Motion carries. The 12th item related
15 to this project, the Downtown Connector,
16 is a discussion and vote to authorize
17 the mayor to sign a contract addendum
18 with Greenman Pedersen Incorporated. I
19 move that the City Council authorized a
20 mayor to sign the attached contract with
21 Greenman Pedersen Incorporated in -- in
22 the amount of \$460,000. The budget line
23 associated with this cost is H3517142-
24 520000-1252. And that's in a form of
25 the motion. And -- and I should add

1 Saratoga Springs City Council Meeting
2 that this is in the budget. Obviously,
3 I'm quoting the budget line, but for
4 those who are (indiscernible). Is there
5 a second?

6 COMMISSIONER MORAN: Second.

7 MAYOR KIM: Any discussion?

8 COMMISSIONER MORAN: What services
9 do they provide Mr. Mayor?

10 MAYOR KIM: This is the -- this is
11 the engineering.

12 COMMISSIONER MORAN: Oh. Okay.
13 Great.

14 MAYOR KIM: And yeah, it's
15 preliminary and final engineering on the
16 right of way acquisition and easements
17 for the -- the Greenbelt Trail.

18 COMMISSIONER MORAN: Gotcha. Thank
19 you.

20 MAYOR KIM: Any other questions?
21 All in favor? Aye.

22 COMMISSIONER MONTAGNINO: Aye.

23 COMMISSIONER MORAN: Aye.

24 MAYOR KIM: Opposed? Abstentions?
25 Motion carries. My 13th item is a
26 discussion and vote authorizing the

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1 mayor to sign Saratoga County Office for
2 the aging nutrition agreement, 2022. I
3 move that the City Council authorize the
4 mayor to sign the annual contract with
5 the county to provide meal services to
6 senior -- senior citizen residents, and
7 this is in the form of a motion. Is
8 there a second?

9 COMMISSIONER MONTAGNINO: Second.

10 COMMISSIONER MORAN: Second.

11 MAYOR KIM: Any discussion? And
12 this is in the budget also? All in
13 favor?

14 COMMISSIONER MONTAGNINO: Aye.

15 MAYOR KIM: Aye.

16 COMMISSIONER MORAN: Aye.

17 MAYOR KIM: Opposed? Abstentions?
18 Motion carries. 14th item is a
19 discussion and vote for the mayor to
20 sign the Saratoga County office of the
21 aging transportation agreement, 2022. I
22 move that the City Council authorized
23 the mayor to sign the annual contract to
24 provide transportation services to
25 senior citizen residents of Saratoga

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1 Springs. And that's in a form of a
2 motion. Do I have a second?

3 COMMISSIONER MONTAGNINO: Second.

4 MAYOR KIM: Is there any
5 discussion? All in favor? Aye.

6 COMMISSIONER MONTAGNINO: Aye.

7 COMMISSIONER MORAN: Aye.

8 MAYOR KIM: Opposed? Abstentions?
9 Motion carries. I'd also before I
10 finish my agenda like to move to add an
11 additional item to my agenda, which was
12 -- just recently became known to the
13 Planning Department, so that's why we're
14 doing it sort of at the table. I have
15 to move and second it, and then have a
16 vote as to whether to add this. Just to
17 give you an idea of what this is of
18 course. This is for the mayor to sign a
19 certified local government grant. In
20 essence, the City of Saratoga is
21 pursuing a certified local government
22 grant that would allow them to do
23 training for historic preservation,
24 boards, and commissions, and of course,
25 we have a historic -- historic

1 Saratoga Springs City Council Meeting
preservation board. And essentially,
2 this is a grant that they have not
3 applied for in the past, but they are
4 doing this this year, and so that -- so
5 first I have to --

6 COMMISSIONER SANGHVI: We have
7 (indiscernible).

8 MAYOR KIM: Deputy Mayor Rella says
9 we haven't applied since 2018, and that
10 may have -- I -- I think that was
11 because of COVID, right? We were --
12 yeah. So we have applied in the past,
13 but now we're trying to get back to --
14 to get this grant. So that's -- so I'm
15 in -- moving to add this to my agenda,
16 and that's in the form of a motion. Is
17 there a second?

18 COMMISSIONER MONTAGNINO: Second.

19 MAYOR KIM: Is there any discussion
20 on the motion to add it to my agenda?
21 Hearing none. All in favor? Aye.

22 COMMISSIONER MONTAGNINO: Aye.

23 COMMISSIONER MORAN: Aye.

24 MAYOR KIM: Opposed? Abstentions?
25 Motion carries. So this is a -- this is

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the 15th item on my agenda. It's to --
for -- to authorize the mayor to sign a
certified local government grant. I'll
give you some of the project
description. The City of Saratoga
Springs is pursuing a certified local
government grant. It's a reimbursement
program through the grants gateway. In
a variety projects are eligible,
including training, which is really what
I think we'll be seeking, and we'll be
able to train our -- his --the Design
Review Boards, and potentially also the
Planning Department because they also
look at design review issues. And
basically, we'll help them with
technical assistance on historic
preservation in the city. And so I'm --
I'm moving that the City Council
authorize the mayor to sign the
certified local grant application, which
is -- it's due in April. And that's one
of the reasons we had to bring it to the
board -- to the City Council today. And
that's in a form of motion.

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1 COMMISSIONER MONTAGNINO: Second.

2 MAYOR KIM: Is -- any discussion?

3 All in favor?

4 COMMISSIONER MONTAGNINO: Aye.

5 MAYOR KIM: Opposed? Abstentions?

6 Motion carries. So that concludes my
7 agenda. And I'll ask Commissioner Moran
8 to move forward with the accounts
9 commission.

10 COMMISSIONER MORAN: Wait. I think
11 we're going to hang on one second. Is
12 it a technical issue or -- not sure --
13 Commissioner Sanghvi was disconnected,
14 yeah.

15 MAYOR KIM: Okay.

16 COMMISSIONER MORAN: Yeah, the
17 internet's unstable. The Commissioner
18 is joining us via Zoom from Puerto Rico.
19 All right. Thank you, Mr. Mayor. I'm
20 going to be moving on with the agenda
21 item number two for the accounts
22 department. Award of bid hazardous
23 materials testing to Ambient
24 Environmental Incorporated. Upon the
25 recommendation of the Department of

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1 Public Works, I move to award the bid
2 for hazardous material testing to
3 Ambient Environmental Incorporated in
4 the amount not to exceed unit bid
5 pricing subject to appropriations. Is
6 there a second?

7 MAYOR KIM: Second.

8 COMMISSIONER MONTAGNINO: Second.

9 COMMISSIONER MORAN: Any
10 discussion?

11 MAYOR KIM: Motion -- excuse me.
12 Any discussion on the motion? All in
13 favor? Aye.

14 COMMISSIONER MONTAGNINO: Aye.

15 COMMISSIONER MORAN: Aye.

16 MAYOR KIM: Opposed?

17 COMMISSIONER SANGHVI: Can you hear
18 me now?

19 MAYOR KIM: Yes.

20 COMMISSIONER MORAN: Yes, we can.

21 MAYOR KIM: Abstentions? Motion
22 carries.

23 COMMISSIONER MORAN: Great. And
24 yes, we can hear you Minita. Third item
25 on my agenda, discussion and vote

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1 authorization for the mayor to sign
2 records management grant application,
3 the supporting documents, and submit the
4 application to the State -- to New York
5 State Archives. Essentially, we're
6 applying for a nonmatching grant from
7 the State of New York Archives Local
8 Government Records Management
9 Improvement Fund. This grant is to
10 digitize the property records -- excuse
11 me, the property record files in the
12 assessment office, create silver
13 microfilm of the scans for preservation,
14 and have the images organized in our
15 Laserfiche system. The amount being
16 requested is approximately 74,000. The
17 deadline for this grant is close of
18 business Monday, March 21st. I move to
19 authorize the mayor to sign all related
20 documents and for us to be able to
21 submit the application for the grant
22 from the New York State Archives Local
23 Government Records Management
24 Improvement fund.

25 MAYOR KIM: Is there a second?

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1 COMMISSIONER MONTAGNINO: Second.

2 MAYOR KIM: Any discussion?

3 COMMISSONER MORAN: I just want to
4 offer that I personally feel that the
5 assessment records being in a hardcopy
6 is one of the single biggest exposures
7 we have within our government, and --
8 and it's really only by the grace of God
9 that they survived everything that went
10 on with the -- with the lightning
11 strike, and so this is money well spent
12 should we get this grant. And I
13 appreciate Nancy Wagner's work on this.

14 MAYOR KIM: Thank you,
15 Commissioner. All in favor?

16 COMMISSIONER MONTAGNINO: Aye.

17 MAYOR KIM: Aye.

18 COMMISSONER MORAN: Aye.

19 COMMISSIONER SANGHVI: Aye.

20 MAYOR KIM: Opposed? Abstentions?

21 Motion carries.

22 COMMISSONER MORAN: Thank you so
23 much. The fourth item on my agenda is
24 discussion and vote amending Chapter 136
25 of the city code. And just to address

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1 some of the comments that came up
2 earlier. I think it's important that
3 everyone is on the same page with this
4 and understanding our course of action.
5 First and -- and -- and most
6 importantly, this is currently a
7 temporary measure. It does have a
8 sunset clause. It is intended that this
9 is something that will start to codify
10 and bring us to a sense of permanence.
11 There is still a moral and health
12 justification for doing this, but what
13 is very clear at this point in time,
14 that it absolutely works. We went from
15 a year where we lost \$7 million and had
16 a very ineffective role out of this
17 program to a record turnout the
18 following year. Coming into office, we
19 had a very limited amount of time to
20 take action on this, and really standing
21 up a law in such a way that the law
22 itself will have permanence, was the
23 first focus. The second focus is how do
24 we actually do this, because people were
25 very giving in terms of the work of the

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1 A. Collins (ph.) and the support that we
2 had with -- with bringing in the -- the
3 jersey barriers in what have you, so
4 there's a lot of elements that are still
5 in motion in terms of coordination, to
6 have the core functions of this program
7 work. I share your concerns ma'am, and
8 the concerns that are -- that are put
9 forward by the -- the Preservation
10 Foundation. And I'm happy to report
11 that I had a very long discussion today
12 with Tammy at the DRC. So long, in fact
13 that we talked her phone dead. The --
14 the -- the look and feel of -- of these
15 outdoor dining locations, should they
16 become a permanent fixture in Saratoga,
17 are important. Saratoga is a brand.
18 Each one of these restaurants also is a
19 brand, and it has to fit within that
20 envelope. Miss Bosshart is -- is very
21 on point to call the adjacency between
22 our current sidewalk cafe legislation to
23 what we're looking to do with outdoor
24 dining. My only comment is we're not
25 quite to that level of permanence, but

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1 that being said, what we will be doing
2 is furnishing a list of DRC guidelines
3 with every permit that's issued. I and
4 -- and Commissioner Scirocco as the
5 authorizing agents do have the ability
6 within this legislation to pull people's
7 permits should they not be, let's, say
8 friendly to the process we're all trying
9 to work through. What we will do is we
10 will take pictures of those -- of those
11 areas during the summer, and then we're
12 going to have a review with the DRC in
13 the fall, and then we'll start to move
14 that aspect forward when we can do so
15 with a timely -- timeliness not as such
16 an urgent issue. And as I said, right
17 now, we're still dealing with the
18 impacts of -- of the pandemic. We do
19 feel as if this is an assist to our
20 local businesses and is essential to the
21 economy of Saratoga Springs. As we have
22 started to do this, it's very clear that
23 a large group of our -- of our citizenry
24 likes this amenity. The visitors to our
25 city have stated that they like this

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amenity, and so it does appear clear

that this may be something that

continues into the distant future, but

if we do so, it should and will comport

with the permanence of that sidewalk

cafe regulation, so I just would like to

set your mind at ease about that. We

will have an open and continued

discussion with the DRC, and we'll make

sure that when we reach that permanent

state, that condition will also exist.

So that being said, I move -- excuse me,

I move to amend chapter 136 of the city

code as included with the agenda.

(Indiscernible).

MAYOR KIM: (Indiscernible) --

COMMISSIONER MONTAGNINO: I second

it.

MAYOR KIM: Any discussion? I'd

like to just say, Commissioner I --

you've worked really hard on this. It's

quite an effort. And I do agree with

you. We are not -- we're -- we're still

in the middle of this crazy three-year

(indiscernible) pandemic, and it's

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1 unclear what will happen. I mean, I saw
2 where the new variant is going nuts in -
3 - in China right now, so we really do
4 have to have this ready to roll. I -- I
5 hear what's being said about the
6 concerns about some of the outdoor
7 dining designs, and I would certainly
8 support us making sure that if this
9 becomes more than just another summer
10 iteration, that we really do start to
11 look at how the -- the - the -- the
12 design of these facilities are because
13 that -- that's why people come to
14 Saratoga Springs. They -- they like the
15 feel of our historic district, so I -- I
16 certainly want to keep that uppermost.
17 I'll support the motion as it's done,
18 but I also want to make sure that we
19 keep an eye out on this because -- and
20 I'm -- I'm supporting it because I do
21 think that we may run into a problem
22 where outdoor dining, once again, is
23 really -- is -- is going to be really
24 important to these businesses, but I
25 also don't want to lose sight of the

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1 fact that this is also something that we
2 have to address in terms of design of
3 these facilities, and -- and I -- I want
4 to make sure we do that, so -- but I
5 will support it. Any other comments?
6 All in favor?

7 COMMISSIONER MONTAGNINO: Aye.

8 MAYOR KIM: Aye.

9 COMMISSIONER MORAN: Aye.

10 MAYOR KIM: Opposed? Abstentions?

11 Motion carries.

12 COMMISSIONER MORAN: Thank you, Mr.
13 Mayor. Onto another important issue.
14 So the authorizing authority was
15 actually legislation that was passed,
16 that extended the outdoor dining. As
17 we currently sit today, that -- that
18 legislation is set to expire on July
19 7th. We're going to be taking steps
20 that will enable us to continue the
21 outdoor dining into the future, but the
22 reality of the SLA permitting process,
23 and the work that we need to do with
24 adjusting local codes, is such that
25 it's not going to be a solution until

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2023. If we do not get an extension of
the outdoor dining permissive from the
state of New York, we're going to be
put in a position where our restaurants
won't be able to provide the full
complement of their services to the --
to the visitors that they have. I've
been working with Assemblywoman Woerner
on this, and I think it's imperative
that -- that we write a letter to the
mayor, as well as our legislative
leaders regarding the need to extend
this specifically for Saratoga Springs,
but obviously for -- for the entire
state should that be their -- their
desire. And as such, I'd like to -- to
move to authorize the mayor to sign and
send a letter to Governor Hochul and
our legislative leaders regarding
extension of outdoor dining.

MAYOR KIM: Is there a second?

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: Any discussion? All in
favor? Aye.

COMMISSIONER MONTAGNINO: Aye.

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1 MAYOR KIM: Opposed?

2 COMMISSIONER SANGHVI: I'm sorry

3 (indiscernible) was an aye.

4 MAYOR KIM: Aye. Thank you,

5 Commissioner Sanghvi. Abstentions?

6 Motion carries.

7 COMMISSIONER MORAN: Great. Sixth
8 item on my agenda this evening is
9 discussion and vote approval of a
10 resolution to appoint a Marriage
11 Officer. Former Mayor Micheal Lenz has
12 requested from the city government the
13 ability to officiate an upcoming
14 marriage and that is one of the
15 assignments that we can do as a City
16 Council, and so what I would like to do
17 is bring forward a resolution, and I'll
18 read that for you. The resolution of
19 the City Council, the City of Saratoga
20 Springs, New York, (indiscernible)
21 resolved by the City Council of the
22 City of Saratoga Springs, New York as
23 follows. Whereas section 11-C of the
24 New York Domestic Relations Law gives
25 the governing body of any village,

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town, or city the authority to appoint

one of -- one or more marriage officers

who shall have the authority to

solomize -- solemnize marriage within

the territory of the municipality for

which makes the appointment. Now

therefore be it resolved as follows.

One, pursuant to domestic relation law

11-C. This City Council hereby

appoints Michael Lenz, a resident of

Saratoga Springs and former Saratoga

Springs mayor, to be marriage officer.

Number two, the term of Mr. Lenz's

appointment shall be from May 1st

through May 31, 2022. And number

three, Mr. Lenz shall receive no

compensation from the City of Saratoga

Springs. I move to adopt the marriage

resolution as included with the agenda.

MAYOR KIM: Is there a second?

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: Any discussion? All in
favor? Aye.

COMMISSIONER MORAN: Aye.

MAYOR KIM: Opposed? Abstentions?

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Motion carries.

COMMISSIONER MORAN: Great. Thank you, Mr. Mayor. Seventh item on my agenda is an announcement. Many of you may know I'm Irish, and I'm very proud of my heritage, but I'm also very -- very proud of our city, and our small businesses. It just so happens that coinciding with this week, which is obviously a celebratory moment for myself and my family, but St. Patrick's Day is coming up on Thursday. I'm very proud to recognize the two following businesses. Celtic Treasures, has been a member of our business community, and it's just recently celebrated their 30th anniversary in business. Given everything that faces a small businessman these days, 30 years is just absolutely incredible, and I would just like to personally congratulate them, and we're going to be preparing a proposition or rather formal recognition that I'm going to be delivering with Mayor Kim on -- on St.

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Patrick's Day, and we're going to
arrange that time with the folks at
Celtic Treasures. In addition, we have
a 41-year-old business that is also
celebrating its -- its anniversary, and
that would be parting glass, one of the
oldest Irish pubs around widely
recognized as -- as one of the
institutions of this city. And again,
the restaurant and bar industry is a
very -- very difficult animal, and to
exist for 41 years, within this city,
you must be doing something correct.
And so again, I -- I celebrate and I
congratulate the Desadore (ph.) family
on -- on everything that they have done
with the facility and for the town and
congratulate them on 40 years -- of 41
years of business. And again, we will
be formally recognizing that with them
on St. Patrick's Day, and I look
forward to doing so. Last item on my
agenda is just a COVID update.
Obviously, Commissioner -- rather,
Supervisor Gaston has shared with us

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the -- the current trends. And -- and
obviously, things are looking very
positive, and that's very encouraging.
We still are actively engaged in
providing testing supplies to the
community. We continue to pass out
those supplies through our fire
department, and again, I appreciate
their support in this effort. We over
the past two weeks have distributed
about 1,500 tests. We're down to about
3,500 on hand. 3,400 and again, we're
happy to support any large gatherings,
group organized activities where you're
just looking to, again, start to use
these tests as a tool for ourselves to
make sure that we're safe and we keep
those around us safe as well. And that
is the end of my agenda. Thank you so
much, sir.

MAYOR KIM: Thank you,
Commissioner Moran. Next, we're going
to move on to the finance department.
And Commissioner Sanghvi is on Zoom,
but she's asked me to just present her

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agenda, which I'm happy to do. The
first item discussion and vote
authorization for the mayor to sign
agreement with Mindcentric for Zimbra
Networking Project has been removed
from the finance agenda, so we'll move
on to Commissioner Sanghvi's second
item. Is a discussion and vote, a
budget transfer to -- in the payroll
department. Lines one and three,
transfer funds to the DPS sick leave
appropriation from data processing
serving contracts in the amount of
\$422.69 to cover -- to cover a sick
leave payout. Second transfer is lines
four through five, transfer funds to
(indiscernible) labor appropriations
from electrician in the amount of
\$70,000 to cover laborers who can
assist with electrical work. This is -
- so I'm moved that the City Council
approved the budget transfers-payroll
as included with the agenda, and this
is a motion. Is there a second?

COMMISSIONER MORAN: Second

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1 MAYOR KIM: Any discussion? All

2 in favor. Aye.

3 COMMISSIONER MORAN: Aye.

4 COMMISSIONER MONTAGNINO: Aye.

5 MAYOR KIM: Opposed? Abstentions?

6 Motion carries. And that completes

7 Commissioner Sanghvi's finance

8 department agenda. We'll now move on

9 to the Public Works Department.

10 Commissioner Scirocco is not available

11 tonight, so I'm going to be doing his

12 agenda. The first item is a discussion

13 and vote to approve and adopt the 2022

14 water and sewer rate resolutions.

15 There was a public hearing earlier.

16 There were no comments. The -- but

17 just to explain what Commissioner

18 Scirocco is proposing. The water and

19 sewer rates resolutions establish the

20 rates and fees charged to water and

21 sewer customers to support each

22 respective budget, so we have both a

23 water and a sewer budget. Both of

24 these budgets are completely user

25 supported and have staff assigned to

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perform work to deliver water and sewer
services. For 2022, the adopted water
budget is \$4,446,000, and the adopted
sewer budget is \$5,188,000. The
proposed resolutions are designed to
raise the revenue necessary to meet
expenditures. So let's first go to the
water budget. Starting with that, the
budget is in a healthy financial
position as water sales continue to
meet or exceed projections. As a
result, the only increases proposed to
the 2022 water rates resolution are to
the capital improvement fee. This fee
pays for all the capital projects
undertaken by the Department of Public
Works to improve the water distribution
system. Two examples of these capital
improvements are the nearly completed
2.5 million raw water intake
improvement projects at the treatment
plant, and the water pipe improvement
project that will commence this spring,
and that will cost approximately \$2.1
million. The debt service related to

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capital projects has increased and to
match these costs, the capital
improvement fee must be increased. The
proposed quarterly increase is \$5 for
residential customers, \$15 for
commercial customers, and \$50 for
industrial customers. No other
increases or changes are proposed for
the water rates resolution for 2022.
Now, let's move to sewer -- the sewer
budget is in a less healthy position
due to the Saratoga County Sewer
District charges that are imposed to
the city. These charges are the costs
associated with sending our wastewater
to the county sewer, and they equate to
72 percent of the overall sewer budget.
For 2022, the county sewer budgets --
county sewer charges are budgeted at
\$3.7 million, which is a significant
increase over the last six years. From
2016 to 2020, the sewer charges
increased by \$1.8 million, resulting in
a plan use of unassigned sewer fund
balance to meet the gradual increase in

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rates and charges to prevent passing a
huge burden on to the water and sewer
customers. COVID has provided some
relief on the overall charges in 2021
and 22 with no additional county sewer
increases. As a result of the prior
increases, the 2022 sewer rates and the
basic service charge must be increased
to accomplish two goals. One, ensure
that revenues will meet planned
expenses, and to build -- and two to
build back the sewer fund balance. In
addition, preliminary information from
the County Sewer District indicates
potential increases in 2023, so we're
planning for this likelihood for the
next budget as well. The rates will be
increased by three, five and seven
percent based on usage. The sewer
basic service charges will also be
increased by \$5 for all customers. In
addition to make up for a small
shortfall in the capital debt -- debt
service, there'll be a \$5 and \$10
quarterly increase in the capital

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improvement fee for commercial and
industrial customers, so to summarize,
the impacts of both the sewer and --
water and sewer increases will be the
following. A customer that uses the
base amount of water or 2,000 cubic
feet per quarter will see their total
water and sewer bill increase by \$11.40
per quarter. While an average user of
3,500 cubic feet per quarter will see
their total bill increased by \$13.05
per quarter. These increases represent
both the investment by the city into
our water distribution infrastructure
and expenses associated with sending
our wastewater to the County Sewer and
their charges, which are outside of
DPW's control. DPW and the utilities
pharma (ph.) will continue working to
identify cost saving measures for both
budgets to maintain expenses, while
also looking at ways to -- to build for
sewer customers, to capture the
(indiscernible) cost coming from the
County Sewer District, so to summarize

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this resolution, the only increase for
the 2022 water -- water rate is an
increase for the capital improvement
fee. This will result in a per quarter
increase of \$5 for residential
customers, \$15 for commercial
customers, and \$50 for industrial
customers. The sewer rates resolution
as previously noted has more changes to
account for the county Sewer -- sewer
charges, and sewer fund balance
considerations. Rates will be
increased by three, five, and seven
percent based on usage. The basic
service charge will increase by \$5 for
all accounts and the capital
improvement fee will increase by \$5 for
commercial customers and \$10 for
industrial customers. These charges
amount to \$11.40 per quarter increase
on the base bill, and for an average
water user a total of \$13.05 per
quarter. Majority of residential
customers will fall in this range. So
I move for approval -- so I move the

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City Council to approve the 2022 water
and sewer rate resolutions as proposed,
and I'm putting that in a form of a
motion. Is there a second?

COMMISSIONER MORAN: Second.

MAYOR KIM: Is there any
discussion on the Department of Public
Works proposed water and sewer rates
for 2022? No discussion, I will -- all
in favor?

COMMISSIONER MONTAGNINO: Aye.

COMMISSIONER MORAN: aye.

COMMISSIONER SANGHVI: Aye.

MAYOR KIM: Opposed? Abstentions?
Motion carries. Thank you. The next
item is a discussion in both
authorization for the mayor to sign a
contract with Navistar Incorporated for
heavy duty Class 4 and Class 8 trucks.
The Approved 2022 capital budget
includes funds for the purchase of
heavy duty equipment for use by the
Department of Public Works. This
contract with Navistar AKA HL Gage
Sales out of Loudonville New York is a

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piggyback off of Onondaga County for
heavy duty Class 4, 7 and Class 8
equipment. The contracts are
respectively ONDOV-60 0619 and contract
8996. The Onondaga County contract
satisfies the bidding requirements of
the city's purchasing policy. This
contract with Navistar will allow for
the purchase of international heavy
duty trucks with dump bodies from body
vendors as identified in the Onondaga
contracts. This includes for 2024
International dump trucks with Viking-
Cives, snowplows as identified on the
certification of bids. I move for the
mayor to sign a contract with Navistar
Incorporated for heavy duty Class 4-7
and Class 8 heavy duty trucks with dump
bodies and Viking-Cive equipment valid
until December 31, 2023, in the amount
not to exceed unit bid price. Is there
a second?

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: Any discussion on the
motion? All in favor.

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1 COMMISSIONER MORAN: Aye.

2 COMMISSIONER MONTAGNINO: Aye.

3 MAYOR KIM: Opposed? Abstentions?

4 Motion carries. The third item on the

5 Public Works Department is

6 authorization for the mayor to sign a

7 contract with ambient environmental for

8 hazardous materials testing and

9 monitoring services. This is agreement

10 with ambient environmental of Albany,

11 New York, and it's for environmental

12 testing and monitoring. This is a

13 professional service contract to retain

14 ambient on an add needed basis. They

15 were selected based on the best value

16 complying with the conditions of eRFP.

17 These professional services include

18 hazardous materials testing and

19 monitoring, development of plans,

20 project monitoring, sampling,

21 laboratory services, clearance and

22 reporting. During a project, DPW will

23 often come across an unidentified

24 material that must be tested for lead,

25 asbestos or mold. Having the Services

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approved in advance saves time and

keeps the project on schedule.

Immediate environmental is a licensed
and certified as required by the New
York State Department of Labor and EPA.

I move for the mayor to sign a contract
with the ambient environmental for
hazardous material testing and
monitoring services valid until March
30 -- March 3, 2023, in the amount not
to exceed unit bid prices. Is there a
second?

COMMISSIONER MORAN: Second.

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: Any discussion? All
in favor?

COMMISSIONER MONTAGNINO: Aye.

COMMISSIONER MORAN: Aye.

MAYOR KIM: Opposed? Abstentions.
Motion carries. Excuse me. The fourth
item on the Department of Public Works
agenda is a discussion and vote
authorization for the mayor to sign a
contract with DeNooyer Chevrolet for
Chevrolet vehicles. This is a contract

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with DeNooyer Chevrolet for the
purchase of a Chevy Silverado 3500 HD
regular cab pickup truck. This pickup
truck will be utilized in support of
the streets and highways departments as
-- as it was budgeted in the 2022
budget. The last pickup truck that was
purchased with funds included in the
operating budget was two years ago in
2020. I move for the mayor to sign a
contract with DeNooyer Chevrolet for --
for Chevrolet vehicles valid until
April 29, 2022, and the amount not to
exceed unit bid prices. Is there a
second on the motion?

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: Any discussion? All
in favor?

COMMISSIONER MONTAGNINO: Aye.

COMMISSIONER MORAN: Aye.

MAYOR KIM: Opposed? Abstentions?
Motion carries. The fifth item is a
discussion and vote-approval to adopt
Department of Public Works contractual
template updates. The DPW contract

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templates for the Canfield Casino,
Congress Park Carousel, High Rock Park
and the Music Hall have been updated
and are being brought to the Council
for approval. All five rental
agreements were in need of revision.
They now have cohesiveness and detailed
information on the products and
services offered with each rental.
They also include general revisions. A
specific update was made for the casino
agreement adding the new Chiavari
chairs that are now available to be
rented for \$7 each. So I move for
approval to adopt Department of Public
Works contractual template updates.

That's -- is there a second?

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: Any discussion? I
will just say as a -- as a father of a
soon to be married daughter, I know
what chivari chairs are, and I got to
tell you, I'm not sure that we're seven
bucks but God bless us if we're -- were
going to get that. Any event. Any

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other discussion? All in favor?

COMMISSIONER MONTAGNINO: Aye --

aye.

COMMISSIONER MORAN: Aye.

COMMISSIONER SANGHVI: Aye.

MAYOR KIM: Opposed? Abstentions.

Motion carries. The next item is discussion and vote-approval to reimburse Victoria Garlanda for Spirit of Life plaque. This is a very interesting story. This is a reimbursement for a Spirit of Life Plaque in the amount of \$450. This plaque is one of two antique directional plaques for the Spirit of Life in Congress Park. It went missing some time ago and Mrs. Garland -- Garlanda found it at an auction being sold by Blue Moon Antiques and she bought it. She contacted the DPW office and was approved and -- and -- I explained she had purchased it and wanted to -- had purchased on behalf of the city. And now if -- when we reimburse her, we'll be able to restore

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this plaque to his proper place in
Congress Park, so we'll return it to
its home. So I move for approval to
reimburse Victoria Garlanda for a
Spirit of Plaque -- Spirit of Life
Plaque in the amount of 450. Is there
a second?

COMMISSIONER MONTAGNINO: Second.

THE COURT: Any discussion?

COMMISSIONER MONTAGNINO: I think
it's an incredible story.

MAYOR KIM: Yeah, it's -- it's --
it's neat. All in favor?

COMMISSIONER MONTAGNINO: Aye.

COMMISSIONER MORAN: Aye.

COMMISSIONER SANGHVI: Aye.

MAYOR KIM: Opposed? Abstentions.
Motion carries. The final item on a
public works agenda is the announcement
that they have published their 2021
Department of Public Works annual
report as required by charter. This is
submitted to the council and will be on
file with the Commissioner accounts in
his department. It'll also be on the

1 Saratoga Springs City Council Meeting
website. Some highlights of the report
2 include the paving in the last year of
3 24 Street or street sections totaling
4 an investment into our roads of 800 --
5 more than \$800,000. The Seward Street
6 Drainage Project was -- which was
7 completed in house for \$74,000 and
8 saved the taxpayers over a half a
9 million dollars from engineer's
10 estimates and the investment of \$2.5
11 million into the raw water intake at
12 the water treatment plant. These
13 projects along with a routine
14 responsibilities of DPW are outlined in
15 the report. I recommend everyone
16 taking a look at this, and just make a
17 comment. These are -- are 24/7, 365
18 day employees, and, you know, if anyone
19 noticed in the last couple snowstorms,
20 they've done a heck of a job getting
21 out there and making sure that we're
22 all safe. So I know that we all
23 appreciate that effort. That includes
24 the Public Works agenda, unless Joan
25 and Neal (indiscernible), I don't know

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1 if there's anything that I've missed or
2 butchered or did anything. All set?

3 COMMISSIONER MONTAGNINO: Thank
4 you -- thank you.

5 MAYOR KIM: Thank you. We'll move
6 on to the Public Safety Department and
7 Commissioner Montagnino.

8 COMMISSIONER MONTAGNINO: Thank
9 you, Mr. Kim. First item on the agenda
10 is a discussion and vote for an
11 authorization for the mayor to sign a
12 contract with Dr. Jason Bernad as
13 medical director. Dr. Bernad has a
14 number of responsibilities, most of
15 which focus on the fire department. He
16 provides medical oversight of the
17 Quality Management Program, medical
18 oversight and participation in
19 education and training of emergency
20 medical technicians and paramedics.
21 Overall supervision of out of hospital
22 patient care activities, direct
23 supervision of these activities from
24 time to time. He assisted department
25 in establishing standard operating

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procedures. He assists the management
of the city's public access
defibrillation program, and he assists
in the development of patient care and
treatment protocols and transportation
protocols all for the sum of \$10,000
per year. I put this in the form of a
motion to authorize the mayor to sign a
contract with Dr. Bernad as medical
director.

MAYOR KIM: Is there a second?

COMMISSIONER MORAN: Second.

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: Is there any
discussion on the motion? All in
favor?

COMMISSIONER MONTAGNINO: Aye.

COMMISSIONER MORAN: Aye.

COMMISSIONER SANGHVI: Aye.

MAYOR KIM: Opposed? Abstentions?
Motion carries.

COMMISSIONER MONTAGNINO: Second
item on the agenda is discussion and
vote to authorize the mayor to sign a
contract with Metro Ford for the

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purchase of three police cars at a
price of \$33,000 approximately, each
for a total of \$100,000. Please note
that this is not equipped these are the
base models. They have to be
subsequently equipped with the lights
and sirens and cages etcetera. This
was tabled from a previous city council
meeting. I wanted to investigate to
confirm in fact that the -- these
purchases were adequately bid out, and
I can state for the record that there
is a Statewide program that pre-
certifies bidders on law enforcement
vehicles. And there is a mini bid
process through which there were five
separate bids elicited and the bid with
Metro Ford was the -- the lowest
responsive and responsible bid.
Therefore, I make a -- put this in the
form of a motion to authorize the mayor
to sign a contract with Metro Ford for
the purchase of three police cars at a
total price of approximately \$100,000.

MAYOR KIM: Is there a second?

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1 COMMISSIONER MORAN: Second.

2 MAYOR KIM: Any discussion? All

3 in favor?

4 COMMISSIONER MORAN: Aye.

5 COMMISSIONER MONTAGNINO: Aye --

6 aye.

7 MAYOR KIM: Any -- any opposition?

8 Abstentions. Motion carries.

9 COMMISSIONER MONTAGNINO: Third

10 item on the agenda is discussion and

11 vote for approval to pay an invoice to

12 Axon Industries in the amount of

13 \$259,451.92. This item was also tabled

14 from a previous city council meeting so

15 that I could investigate the matter

16 further. And I want to report to the

17 public that in December of 2021 the

18 outgoing City Council approved a 10

19 year \$2.5 million contract with Axon

20 Industries. Axon Industries provides

21 electronic services for the police

22 department that range from cloud

23 storage of data from surveillance tapes

24 to tasers, to surveillance cameras, to

25 officers body cameras and -- and --

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excuse me, other digital services. The
contract itself while it is a 10 year
contract does have what I would refer
to as an escape clause that would allow
the City Council on 90 days' notice to
terminate the contract should they
decide not to fund it any further at
the end of any fiscal year. In as much
as the contract was already signed last
year, and in as much as I cannot report
any dissatisfaction, you know, in --
with any specifics as to the terms of
the contract and the services provided,
at this time, I would make a motion to
approve to pay the invoice to Axon for
calendar year 2022 in the amount of
\$259,451.92.

MAYOR KIM: Is there a second?

COMMISSIONER MORAN: Second.

MAYOR KIM: Any discussion on the
motion?

COMMISSIONER MORAN: Commissioner,
when -- how does that 90 day -- will we
have to notify them prior to the end of
let's say 2022 if we elected to make a

1 Saratoga Springs City Council Meeting
change for 2023?

2 COMMISSIONER MONTAGNINO: Yes,
3 they have to be given 90 days' notice
4 and the contract would terminate at the
5 end of the fiscal year.

6 COMMISSIONER MORAN: But we have
7 to give 90 days prior to that date?

8 COMMISSIONER MONTAGNINO: Yes --
9 yes, sir.

10 COMMISSIONER MORAN: Thank you.

11 MAYOR KIM: Any other discussion?
12 All in favor?

13 COMMISSIONER MONTAGNINO: Aye.

14 COMMISSIONER MORAN: Aye.

15 MAYOR KIM: Opposed? Abstentions.
16 Motion carries.

17 COMMISSIONER MONTAGNINO: Fourth
18 item on the agenda is a discussion and
19 vote for a Patrol Division increase
20 initiative phase one. By way of
21 background, I -- I would like to point
22 out at some facts relating to an
23 incident that many of us are already --
24 already aware of. In the early morning
25 hours of March 5th, there was a

Saratoga Springs City Council Meeting
situation in which an individual was
arrested and found to be in possession
of a loaded nine millimeter handgun
that contained an illegal clip that
held 13 live rounds of ammunition. The
circumstances under which the seizure
of that weapon occurred, involved some
of the most remarkable police work that
the city has seen. The sergeant in
charge that night had information from
a witness that a particular individual
had been involved in a fight in one of
the bars in town and had stated to
someone that he was going to return to
shoot the place up. Sergeant was given
a brief description of the vehicle in
which that individual was driving and
happened to note that it had
Mississippi license plates. The
sergeant knew at that point that a car
with Mississippi plates had been pulled
over on the corner of spring and
circular because the driver was driving
erratically and without headlights.
And the sergeant, in -- in the words of

Saratoga Springs City Council Meeting
the bar owner, peeled out and raced
over there. He was able to signal to
the officers at the scene that there
was a possible weapon in -- in the
possession of the driver or in -- in
the driver's car. The weapon was
recovered without incident. The driver
was arrested without incident. The
driver has a previous violent felony
conviction from the State of
Mississippi and is being currently held
in lieu of \$30,000 cash bail. I point
this out because the -- on the -- on
the ground police work that resulted in
this arrest prevented what I believe
would likely have been a mass shooting.
Not only the witness who related the
information to the sergeant on the
scene, gave that information about the
individual's intentions as he stated,
but there was another witness who was
arrested at the time with the defendant
who told the police that the defendant
had given that same information to her,
that it was this individual's intention

Saratoga Springs City Council Meeting
to return to the scene where he had had
a fight with another patron and -- and
settle the score. We have a remarkably
safe city, and the safety of this city
depends in large part on the skill, the
training and the number of uniformed
police officers who are doing their
jobs day in and day out on the street.
Today also on the agenda is the -- is
the publication of the 2021 report of
the Department of Public Safety which
demonstrates categorically that our
city is as safe as it has ever been.
There is no statistically significant
increase in crime over the last few
years, and that while there has been a
lot of coverage of certain incidents,
the total number of crimes and the
total types of crimes have not changed
to any significant degree from one year
to the next. We anticipate and hope
that this will be the busiest summer
season that the city has ever seen, and
we need as many police officers as
possible to be available to keep the

Saratoga Springs City Council Meeting
1 city safe, to make people feel safe in
2 our city, to attract people to come to
3 the city and enjoy themselves as much
4 as they can. This is the -- the
5 underlying basis of the patrol division
6 increase initiative. Second basis is
7 the fact that, I'm now in my third
8 month as a Public Safety Commissioner.
9 My deputy, Jason Tetu retired a few
10 months ago from the Saratoga Springs
11 Police Department. He brings 25 plus
12 years of service and knowledge of the
13 force to bear in the Department of
14 Public Safety. We have discovered
15 that, based in part upon certain
16 memoranda of agreement that were signed
17 by a previous administration in
18 December of the past year, that 40
19 percent, approximately, of the sworn
20 officers in the Saratoga Springs Police
21 Department do not work weekends. That
22 40 percent of the sworn officers in the
23 Saratoga Springs Police Department
24 basically do not leave City Hall. That
25 is to say that they're -- they are not

Saratoga Springs City Council Meeting
1 working on the street, and in addition,
2 despite the fact that we are a weekend
3 town, that most of the activity in the
4 city occurs on weekends, that most of
5 the -- or much of the crime that --
6 that occurs that involves visitors to
7 the city occurs on the weekend despite
8 all of that, not one sworn officer
9 above the rank of sergeant is on duty
10 in the city on Saturday or Sunday
11 without being called in specially for
12 the purpose. In addition -- or strike
13 that, please. The Patrol Division
14 increase initiative is a multi-phase
15 program that's intended to get as many
16 police officers on the street in the
17 places and at the times where they're
18 most needed, and to decrease the amount
19 of duplicative effort and the amount of
20 unnecessary bureaucracy that may
21 currently exist. So phase one involves
22 the redirection of the funds that are
23 currently used for the Assistant Chief
24 of Police, to remove those funds from
25 that position and redirect them to fund

Saratoga Springs City Council Meeting
a sergeants position. There are
currently three open sergeants position
on the force, and remaining funds can
be also directed for an additional
patrol officer. I'm proud to say that
in January, two new patrol officers
graduated the police academy, and in
July, we hope to have seven additional
graduates of the academy ready and
willing to join the force as trainee
officers prior to the beginning of
track season. The reason that phase
one is focused on the position of
assistant chief is that we have seen
historically and to the present, that
the Chief of Police and Assistant Chief
of Police are among those people who
work Monday to Friday, their collective
bargaining agreements do not involve
weekend work. Their jobs are basically
duplicative of one another. The job
descriptions go on for pages and
basically mirror one another. This is
not only an unnecessary duplication of
responsibilities, but it leads

Saratoga Springs City Council Meeting
frequently to situations in which there
are miscommunications and misdirection.
I only briefly will mention the
situation that occurred on June 28th of
2021, where the then Assistant Chief at
a press conference made statements that
were contrary to the spirit of the
Saratoga Springs police department and
which statements we all know, had a
significant deleterious impact on the
department and on the city as a whole.
My administration has hoped to be
founded on accountability and
transparency, and I do not believe that
the Saratoga Springs Police Department
can be adequately accountable and
transparent, where layers of leadership
are duplicated. We have an excellent
police chief with many years of
experience in policing and years of
experience as Chief. I am -- I firmly
believe that he is capable of guiding
the department for the future and
believe that the funds that are
currently used to fund the Assistant

Saratoga Springs City Council Meeting
Chief are much better redirected toward
the patrol division. So for that
reason, I placed this in the form of a
motion that the funds that are
currently dedicated to the position of
assistant chief be terminated as of
April 8th, the close of business, which
is to pay periods out and redirected to
the patrol division. It's anticipated
that the Assistant Chief under the
civil service law will exercise his
right to return as a lieutenant that
will then displace the least senior
lieutenant and bring him down to the
level of Sergeant, which will fill one
of the three open sergeants positions,
and there would be additional funds
available to fund an additional patrol
officer. So I make this in the form of
a motion.

MAYOR KIM: I'll second the
motion. And ask -- any discussion.

COMMISSIONER MORAN: My comment,
Commissioner, is when I was
Commissioner of Public Safety, this was

Saratoga Springs City Council Meeting

1 sort of imposed upon me. The -- then
2 Commissioner of Finance, created this
3 fiscal crisis and said we had to get
4 rid of, I think it was six or so, I
5 think the original proposal was like
6 nine police officers. This is back in
7 2009 is the last budget I participated
8 in. And I always felt that the most
9 important thing for the safety of this
10 community was to make sure their patrol
11 officers and sergeants and the like are
12 on the streets and I -- I never felt
13 like the chief -- the then chief
14 (indiscernible) got as much credit as
15 he should have. He actually retired
16 early to prevent more layoffs than --
17 that -- eventually happened, so I -- I
18 think in the end, by this time I had
19 left office because I -- I didn't run
20 for reelection. I was -- and he -- and
21 -- and so he retired early and -- and
22 ultimately, I think only four patrol
23 officers was down from the original
24 number where -- were laid off might
25 have even been less, because he

Saratoga Springs City Council Meeting
1 recognized that, you know, for every
2 higher paid position in the department,
3 you had -- you -- you could -- you
4 could afford a lot more patrol
5 officers. And -- and I -- and as I
6 said, I never thought he got the credit
7 for it. I thought it was -- he sort of
8 fell on a sword, so to speak, was
9 really a selfless act, and -- and
10 really -- I -- save the day in terms of
11 what was eventually cut. This is many
12 years ago, we're in a different
13 environment, but we -- we -- we do need
14 officers on the streets. We need those
15 soldiers on the streets, so I commend
16 you for doing this. I think it's
17 always a tough decision. Personnel
18 issues are difficult, but, you know,
19 it's -- it's part of the part of the --
20 part -- part of, you know, why -- why
21 you're in this position is to lead, so
22 I commend you for it.

23 MAYOR KIM: Any other comments?

24 COMMISSIONER SANGHVI: Can we

25 please make sure that there's a budget

1 Saratoga Springs City Council Meeting
to transport that has (indiscernible)?

2 MAYOR KIM: Commissioner Sanghvi,
3 could you repeat what you said? I
4 don't know if anybody got it.

5 COMMISSIONER SANGHVI: I just want
6 to make sure there's a budget transfer
7 that's also submitted to go with this
8 (indiscernible). We want to make sure
9 of that.

10 MAYOR KIM: If -- if -- if it's on
11 April 8th, effective, don't you have to
12 do the -- can you do the budget
13 transfer later for the next city
14 council meeting? I guess that's a
15 question. Oh, next City -- City
16 Council meetings' on April 5th, so can
17 -- so can Commissioner Sanghvi, can we
18 do the budget transfer then?

19 COMMISSIONER SANGHVI:
20 (Indiscernible) check with my budget.
21 I'll have to check with the budget
22 director on that.

23 MAYOR KIM: Okay.

24 COMMISSIONER SANGHVI:
25 (Indiscernible) budget transfer at the

Saratoga Springs City Council Meeting
next meeting for -- for a vote.

MAYOR KIM: Any other discussion?

Comments? All in favor?

COMMISSIONER MORAN: Aye.

COMMISSIONER MONTAGNINO: Aye.

MAYOR KIM: Opposed? Abstentions.

Motion carries.

COMMISSIONER MONTAGNINO: Item
number five on the agenda discussion
and vote authorization for the mayor to
sign a memorandum of agreement with the
Saratoga Springs Firefighters Union
Local 343. This particular memorandum
of agreement, in draft form, has been
circulating for some time. It deals
specifically with the question of the
compensation of firefighters who come
to the City of Saratoga Springs as
lateral transfers from other full time
paid fire departments. At present,
about a week ago, we were pleased to
provisionally appoint Michael Welch
(ph.), who has seven years of
experience in the Amsterdam Fire
Department as a lateral transfer.

Saratoga Springs City Council Meeting

1 Under the current rules, he would
2 ordinarily have to begin his service
3 for the Saratoga Springs Fire
4 Department at the entry level salary,
5 which is hideously unfair to
6 firefighter Welch, and unfair to
7 everyone because the city would be
8 getting a seven year veteran who's
9 already been trained who already has
10 seven years of experience without just
11 compensation. And the memorandum of
12 understanding that's on the table for
13 discussion and vote right now would
14 recognize one for one, the years of
15 service of a lateral transferee for his
16 or her service in a full time capacity
17 as a paid firefighter in another
18 jurisdiction in New York, with two
19 notable exceptions. First, seniority
20 for the purpose of bidding for
21 vacations and for advancement would not
22 be affected. A lateral transferee
23 would begin at stage one. And
24 secondly, the policy by which after 15
25 years of full time uninterrupted

Saratoga Springs City Council Meeting
1 service a firefighter is eligible for
2 lifetime health insurance would also
3 not be affected so that every lateral
4 transferee would have to serve 15 full
5 consecutive years with the Saratoga
6 Springs Fire Department in order to be
7 eligible for the health insurance
8 benefit, the -- the continued health
9 insurance benefit. Therefore, this
10 memorandum of understanding is limited
11 exclusively to the question of salary,
12 and it provides a pay parity one year
13 for one year for the prior service of
14 the lateral transferee. It's an
15 important matter not only for
16 firefighter Welsh, but also because we
17 are in the process of seeking to staff
18 the third fire station, because all of
19 our firefighters are also paramedics
20 the total length of training required
21 for someone coming in at the ground
22 floor is 14 months. And the
23 firefighter's exam is this Saturday.
24 It takes two to three months for that
25 exam to be graded and for the list to

Saratoga Springs City Council Meeting
1 be certified, and so it would take
2 approximately a year and a half for a
3 rookie, to go from the exam to the
4 status of firefighter slash paramedic.
5 So the ability of the city of Saratoga
6 Springs to attract qualified lateral
7 transferees is extremely important at
8 this stage. And for that reason, I put
9 it for -- in the form of a motion for a
10 vote.

11 MAYOR KIM: Is there a second?

12 COMMISSIONER MORAN: I'll second
13 that.

14 MAYOR KIM: Any discussion?

15 COMMISSIONER MORAN: I just want
16 to congratulate you on recognizing this
17 inequity and -- and bringing this
18 motion forward, Commissioner. I think
19 we all understand the challenge in
20 front of us as it relates to staffing
21 the third fire station. It's essential
22 and it's -- and it's really, obviously,
23 not acceptable to look at an 18 month
24 gap as it relates to staffing that
25 station, so being able to have a mix of

Saratoga Springs City Council Meeting
new and seasoned firefighters I think

is to everyone's benefit, so thank you.

MAYOR KIM: Any other discussion?

All in favor?

COMMISSIONER MORAN: Aye.

COMMISSIONER MONTAGNINO: Aye.

MAYOR KIM: Aye.

COMMISSIONER MONTAGNINO: Aye.

MAYOR KIM: Opposed? Abstentions?

Motion carries.

COMMISSIONER MONTAGNINO: Item
number six, discussion and vote
authorization for the mayor to sign a
contract extension with the New York
State Office of General Services for
Fire Station Number 3 construction
inspection requirements. This is a
relatively straightforward ministerial
matter. The existing contract was
signed some time ago. Since Station
Number 3 will be located on land, that
is owned by New York State, there are
certain ongoing requirements with
regard to inspections and compliance
with certain state regulations, the

Saratoga Springs City Council Meeting
1 existing contract is satisfactory but
2 for the fact that it will expire very
3 soon and needs to be extended in order
4 for its protections and its rights and
5 privileges to continue. So I put this
6 in the form of a motion to authorize
7 the mayor to sign the contract
8 extension.

9 MAYOR KIM: Is there a second?

10 COMMISSIONER MORAN: Second.

11 MAYOR KIM: Any discussion? All
12 in favor? Aye.

13 COMMISSIONER MONTAGNINO: Aye.

14 MAYOR KIM: Opposed? Abstentions.
15 Motion carries.

16 COMMISSIONER MONTAGNINO: Item
17 number seven discussion and vote on the
18 Caroline Street traffic control. This
19 matter was adjourned earlier to the
20 April 5th meeting. Item number eight
21 is an announcement that the 2021
22 Department of Public Safety annual
23 report is published on the City's
24 website and will be submitted to the
25 Commissioner of accounts for filing in

Saratoga Springs City Council Meeting
1 his role as city clerk. I don't want
2 to take much time this evening since we
3 are running late. I will say that the
4 annual report underscores the high
5 level of quality that we have both in
6 our fire department and in our police
7 department. It gives a breakdown on
8 the number of calls for service in both
9 departments as well and shows how our
10 resources are carefully being shepherd
11 -- shepherded and allocated. I do want
12 to make one note, and that is that as
13 far back as 2004 -- excuse me, the city
14 charter mandated that the Commissioner
15 of Public Safety in conjunction with
16 the chief of police provide the city
17 council with a plan for the
18 accreditation of the Saratoga Springs
19 police department. To my knowledge,
20 the only Commissioner of Public Safety
21 in the last 18 years to have complied
22 with that mandate of the charter is Ron
23 Kim, who had a detailed plan for a
24 crediting and improving the police
25 department back some --

Saratoga Springs City Council Meeting

1 COMMISSIONER MORAN: Well, I
2 didn't it, though. I -- I -- I -- that
3 was Chief Moore, so --

4 COMMISSIONER MONTAGNINO: Okay.
5 But it -- it certainly was done under -
6 - under your administration. I
7 appreciate that you're -- you're giving
8 credit where credit is due. At -- at
9 present, however, despite the passage
10 of 18 years, the Saratoga Springs
11 Police Department is not yet
12 accredited, and there -- there is no
13 plan yet in place. It's our firm
14 intention to change that and to bring
15 us into a parity in terms of the level
16 of quality of a police department as
17 it's shared by most of the larger
18 police departments in this area. Just
19 by way of example, Schenectady, Albany
20 and Troy Police Departments are all
21 state accredited. The Saratoga County
22 Sheriff's Department is state
23 accredited, as are the sheriff's
24 departments of Warren and Washington
25 counties as well. And so it's

1 Saratoga Springs City Council Meeting
mentioned in passing in the 2021 annual
2 report, and for 2022, we hope to have
3 in place a detailed plan for getting
4 accreditation. That completes the
5 agenda for the Department of Public
6 Safety.

7 MAYOR KIM: Thank you,
8 Commissioner Montagnino. Is there any
9 other matters for the City Council?
10 Hearing none. I'll adjourn and we're
11 back April 5th. Thank you.

12 COMMISSIONER MORAN: Thank you.

13 (End of audio)
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Saratoga Springs City Council Meeting

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CERTIFICATION

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7

I, Hector Solomon, certify that

8

the foregoing transcript is a

9

true and accurate record of the

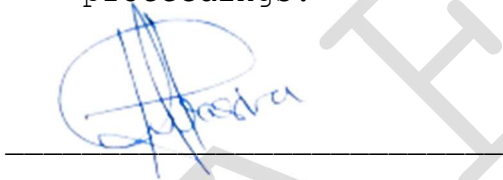
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proceedings.

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13



Hector Solomon

14

15 ANP Transcriptions

16 405 WEST 7TH STREET #507

17 CHARLOTTE, NC 28202

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19 Date: February 10, 2022

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DRAFT



April 5, 2022

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

City Hall - Music Hall, 3rd Floor

- P.H. Civilian Review Board
- P.H. Community Development
Block Grant
Recommendations
- P.H. Possible Amendments to
Unified Development
Ordinance (UDO)
- P.H. Traffic Control – Caroline Street
- P.H. 6:30 PM Weibel Avenue PUD
Amendment

7:00 PM
CALL TO ORDER
ROLL CALL
SALUTE TO FLAG
PUBLIC COMMENT PERIOD / 15 MINUTES
PRESENTATION(S):
1. Climate Smart Task Force

EXECUTIVE SESSION:

CONSENT AGENDGA:

1. Approval of 3/15/2022 City Council Meeting Minutes
2. Approve Budget Transfers - Regular
3. Approve Transfers - Insurance
4. Approve Budget Amendments - Insurance
5. Approve Budget Amendments - Regular (Increases)
6. Approve Payroll 004/01/22 \$411,577.74
7. Approve Payroll 03/18/22 \$421,918.19
8. Approve Payroll 03/25/22 \$687,250.55
9. Approve Mid-Warrant 2022, 22MWMAR2 \$757,872.35
10. Approve Warrant 2022, 22MWMar3 \$39,258.62
11. Approve Warrant 2022, 22APR1 \$804,501.29

MAYOR'S DEPARTMENT

1. Announcement: Keith Kaplan Farewell as Chair of Zoning Board of Appeals
2. Announcement: Appointment of Chair of Zoning Board of Appeals

3. Announcement: Appointment to Ethics Board
4. Announcement: Preliminary Requests for Congressionally Directed Spending and Community Project Funding
5. Proclamation: April is Fair Housing Month

ACCOUNTS DEPARTMENT

1. Award of Bid: EMS Equipment and Service to Stryker Corporation
2. Announcement: Relaunch of Special Events
3. Announcement: Update on Outdoor Dining
4. Discussion and Vote: Extended Outdoor Dining Fee Schedule
5. Update: COVID and Planned City Activities

FINANCE DEPARTMENT

1. Announcement: Participatory Budgeting
2. Discussion and Vote: Resolution to Establish an Assignment for Participatory Budgeting
3. Update: City Finances
4. Discussion and Vote: Finance Policy and Procedure Manual Updates: X. Payroll Preparation and Distribution and Timesheets: XXI. Paying Invoices
5. Discussion and Vote: Approval and Pay Voucher Reimbursement to Kevin Kling in the amount of \$52.98 for IT Costs Requiring Credit Card
6. Discussion and Vote: Approval to Pay Mileage Reimbursement to Jeff Cornick in the amount of \$31.36 for City-related Travel
7. Discussion and Vote: Authorization for Mayor to Sign Agreement with Keeper Security, Inc. for Password Security Services
8. Discussion and Vote: Budget Transfers – Benefits
9. Discussion and Vote: Budget Transfers – Payroll

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Palette Stone Corp for Asphalt
2. Discussion and Vote: Authorization for Mayor to Sign Change Order # 2 with Jersen Construction Group to Provide Bypass Pumping and Misc. Site Work Activities for Raw Water Intake Project in the Amount of \$65,347.00
3. Discussion and Vote: Approval to Pay Invoice # 17202 To BPI Mechanical Service In The Amount of \$805.12
4. Announcement: Debris Notice
5. Announcement: Flushing Notice

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Upstate Polygraph Services, LLC
2. Discussion and Vote: Authorization for Mayor to Sign Contract with Saratoga County EMS Council
3. Discussion and Vote: Authorization for Mayor to Sign Major Contract with Saratoga County
4. Discussion and Vote: Authorization for Mayor to Sign Two Lease Agreements with RICOH
5. Discussion and Vote: Authorization to Use 2021 Monies for Stryker Purchase
6. Discussion and Vote: Authorization for Mayor to Sign Agreement with Stryker

SUPERVISORS

Matt Veitch

1. Saratoga County I.T. Updates

Tara N. Gaston

1. COVID-19 Update
2. National County Government Month
3. Upcoming Public Forum

ADJOURN

DRAFT



April 5, 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

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.
Audio issues happened throughout this meeting.

PUBLIC HEARING

Civilian Review Board (CRB)

Mayor Kim opened the public comment period at 6:30 p.m.

Cherie Grey, of Saratoga Springs, stated to be a Saratoga Springs resident for thirty (30) years. Grey stated to be supportive of the Saratoga Springs Police Department, and supports the formation of a Civilian Review Board. Grey stated the Police Task Force turned in a thorough report one (1) year ago, which recommended a Civilian Review Board. Grey referenced Ithaca, NY's successful implementation of a Civilian Review Board since 1993. Grey expressed that she cannot understand that the City has had recent incidents and the Civilian Review Board is still not in place.

Bill Christiano, of Benton Drive, Saratoga Springs, asked how the Civilian Review Board (CRB) selection process would work and when would it begin.

Commissioner Montagnino answered Christiano by stating the ordinance draft of the CRB is not ready for public release and the cause the delay is the wording for the selection process of Board Members. Montagnino stated the intent is to devise a method of selection of members that would be a fair cross section of the community. Montagnino referenced the language of Appendix G from the Police Task Force Report that at least one (1) member of the board is to be between the ages of 18 – 30 years old. Montagnino stated the ordinance would include a process where the City Council would have the authority to ratify the selection process to guarantee the board is comprised of the members that meet the CRB requirements. Montagnino stated Appendix G recommended the use of a specific form as a way for the public to apply, and that the application list would be available for public review of those who put their names forward to volunteer to be on the board.

Christiano confirmed that residents will be notified and advised of how to sign up if interested.

Commissioner Montagnino advised that was correct.

Mayor Kim concluded the public hearing at 6:37 p.m. and kept it open.

Community Development Block Grant Recommendations

Mayor Kim opened the public comment period at 6:38 p.m.

Mayor Kim advised that the recommendations were made at the last City Council meeting.

No one spoke.

Mayor Kim concluded the public hearing at 6:38 p.m. and kept it open.

Possible Amendments to Unified Development Ordinance (UDO)

Mayor Kim opened the public comment period at 6:39 p.m.

Cherie Grey, of Saratoga Springs, stated to serve on the Zoning Board of Appeals. Grey stated to been in attendance for several City Council Public Hearings on the UDO held by the previous City Council Administration. Grey conveyed that the concerns and disappointments expressed at those hearings went unanswered by the previous administration. Grey stated concern about the changes that are going to come with the Unified Development Ordinance.

Matt Jones Esq. of Jones & Steves Law Firm, Saratoga Springs, asked a procedural question on whether this Council would be considering changes to the pending amendments of the UDO.

Mayor Kim stated no amendments are currently pending. Kim stated the current meeting was to solicit suggestions or amendment change recommendations from the public. Kim suggested a scheduled workshop for the public in May. Kim stated City Council Members might propose changes or additions to the amendments, which may generate a future Discussion and Vote on proposed changes by the City Council.

Wendy Mahaney, Executive Director of Sustainable Saratoga, Saratoga Springs, stated Sustainable Saratoga had participated in the development of the UDO over the last couple of years. Mahaney stated their goal is to protect the City's Greenbelt, to keep downtown vibrant and to promote sustainability of the City's practices. Mahaney stated compact urban design is the hallmark of sustainable cities that will keep our downtown business district alive with residence, who can walk, bike or take the bus from nearby homes, and visitors attracted to our City's unique character. Mahaney, on behalf of, Sustainable Saratoga proposed four (4) amendments for adoption during the UDO amendment process, which would uphold the 2015 "City in the Country" Comprehensive Plan. Mahaney stated the amendments to be: 1. Remove specific uses in the rural residential & gateway districts. 2. Clarify criteria requirements for the land use board. 3. Changes and clarification to stream and wetland protections. 5. Changes to the land-use disturbance activity permit to ensure the applicant cannot circumvent the UDO. Mahaney stated Sustainable Saratoga was pleased to hear the City of Saratoga Springs considers the UDO to be living document. Mahaney stated Sustainable Saratoga would send a detailed list of amendments with rationale behind them to the City Council and staff in the coming days.

Mayor Kim stated any documents received from the public would be posted to the City of Saratoga Springs website in the due course of time.

Mayor Kim concluded the public hearing at 6:45 p.m. and kept it open.

Traffic Control – Caroline Street Elementary School

Mayor Kim opened the public comment period at 6:46 p.m.

Olivia O'Malley of MacArthur Drive, Saratoga Springs stated the "No Parking" and "No Standing" signs at Caroline Street Elementary School are working well to control traffic congestion near the school. O'Malley stated the extended one-way signs on Caroline Street do nothing to improve safety of the schoolchildren walking to and from school, and is the cause of a lot of disruption to the neighborhood. O'Malley suggested the new "Do Not Enter" signs be removed, and the traffic from the other direction should be diverted onto Schuyler Drive. O'Malley gave thanks to the Council for providing a reliable and efficient school crossing guard who is doing a wonderful job. O'Malley stated the project scores for the TIPS grant were posted, and the Caroline Street Sidewalk Project scored very low in comparison to other projects applying for the grant. O'Malley asked if the City had other plans to fund the Caroline Street Sidewalk Project.

Susan Horst of MacArthur Drive, Saratoga Springs, stated appreciation to the City for employing a crossing guard at Caroline Street Elementary School. Horst stated the crossing guard is punctual, conscientious, pleasant, and has a formidable presence. Horst paraphrased Commissioner Moran's comments from a previous Council Meeting stating, "safety of the walkers of Caroline Street Elementary School hinges on everyone doing their part and asked for the school district to step up." Horst stated Caroline Street Elementary School Principal Dr. Packard wrote an email to families of students of the school to remind parents of the safety concerns of students that walk to and from school, and the lack of sidewalks on portions of Caroline Street near the school. Horst stated the email from Packard continued to ask parents to help with traffic safety near the school, and suggested two ways to improve safety for the schoolchildren. Horst stated Packard's email recommended drivers leaving the school toward the four-way stop sign are to turn right or left onto Schuyler Drive rather than continue on Caroline Street. Horst stated

Packard's second suggestion instructed parents who are picking up students at dismissal should park on Schuyler Drive, if the parent did not immediately see their student.

Commissioner Montagnino asked Susan Horst of her personal opinion on the extended one-way street signage near Caroline Street Elementary School. Horst stated there was no sense of offsetting benefit and it seemed counterintuitive due to vehicles traveling in the same direction of the student-walkers.

Commissioner Montagnino requested Mayor Kim keep the hearing open until the next meeting due to the lack of a draft of ordinance, at the time, that would allow for the continuance to work under emergency powers for the use of No Parking, No Standing, and extended One-Way signage. Montagnino requested Attorney Izzo prepare the draft required to change the ordinance.

Mayor Kim concluded the public hearing at 6:51 p.m. and kept it open.

Weibel Avenue PUD Amendment

Mayor Kim opened the public comment period at 6:51 p.m.

Matt Jones Esq. of Jones and Steves Law Firm, Saratoga Springs, on behalf of law partner Justin Grassi stated the PUD Amendment commenced in 2021 had been amended. Jones asked for consideration to have the public hearing remain open until April 19, 2022, when Attorney Grassi would be able to address the Council.

Mayor Kim concluded the public hearing at 6:52 and kept it open.

CALL TO ORDER

Mayor Kim called the meeting to order at 6:53 p.m.

Roll Call

Kim – Aye

Sanghvi – Aye

Moran - Aye

Montagnino – Aye

Scirocco - Excused

Supervisor Gaston – Aye

Supervisor Veitch – Aye

PUBLIC COMMENT

Mayor Kim reminded the audience there is one (1) rule and three (3) suggestions: each speaker would have two (2) minutes to speak. Kim suggested that the audience remember they are members of a community speaking to public members of that same community, be kind, because kindness is never wasted, and be factual because accuracy and truth are the foundations of our democracy.

Tracy Krosky-Sangare, of Saratoga Springs, stated to be a parent of two of the Black Lives Matter (BLM) organizers. Krosky-Sangare stated to be extremely disappointed with what has taken place since July 2021 with respect to the actions of the Saratoga Springs Police Department (SSPD) toward BLM organizers and protesters. Krosky-Sangare stated disappointment and a feeling of unfairness toward the treatment by Judge Vero and District Attorney Heggen that have participated in court proceedings of BLM participants. Sangare stated SSPD targeted Lexis Figuereo, and that Assistant Chief of Police Jillson lied by stating the police department did not have Figuereo's cell phone. Krosky-Sangare commented that the SSPD showed a systemic cultural problem, and the Council had the responsibility to fix the problem.

Angela Kaufman, of Stolen Land, Saratoga Springs, quoted from the book *The End of Policing* by Alex Vitale. Kaufman stated the history of the establishment of the professional police force, which began by the deputization of slave owners as patrol officers in the 1700s and gave a brief history of policing in America to the 1960s. Kaufman stated the SSPD were using the same racial profiling tactics used throughout the history of police in America.

Kaufman went over the allocated two minutes, which Mayor Kim asked Kaufman to stop several times so others would have a chance and Kaufman continued. Kaufman finally stopped well after the two-minute limit.

Mayor Kim stated to know there to be a lot of passion, and asked everyone to be fair and follow the protocol set forth.

Julianne Lewis, of Oakland Drive, Saratoga Springs, gave thanks to the Council for taking on their roles. Lewis stated the Council were accountable for the safety of its citizens. Lewis stated to have been part of a 2021 Council-sponsored public safety forum, and shared the personal experience of being a parent of a youth victim of the justice system and the many frustrations that entailed. Lewis stated the need for foundational trauma informed anti-racist training, which would benefit those who serve in public safety. Lewis stated to work in a capacity where trauma informed practices to resolve disputes are used. Lewis stated that this type of training is needed for public safety officials and community leaders. Lewis stated the community is struggling, and urged the Council to incorporate dispute resolution into police force training.

Erin Leary of Phila Street, Saratoga Springs, stated to believe the SSPD are behind the dangerous set of internal leaks to the Facebook page "Moving Saratoga Forward." Leary stated the leaks and leakers are intended to back the blue, but also serve to harass people, violate due process, and re-victimize victims. Leary stated the previous weekend there had been an anonymous post to the mentioned FB page, which disclosed details on the identity of a victim. Leary stated the possibility of the post from a community member with knowledge of the incident, and stated the likelihood it came from within the SSPD. Leary stated the reason for the suspicion of the police leak had been due to the leak to the FB page on September 7, 2022, when a post revealed the SSPD issued and executed twelve (12) warrants. Leary stated at the time of the post, only four (4) warrants had been executed and none were of the people had been arraigned to make it part of public record. Leary state the remaining eight (8) warrants took additional days to execute. Leary asked the Council to address the biases that entrench the SSPD. Leary asked for the City to lead an investigation into SSPD participation on that page, pursue disciplinary action for those who endanger due process and rights to privacy, and establish an autonomous Civilian Review Board with subpoena power.

Arlo Zwicker of Saratoga Springs, stated as a white person arrested twice for supporting the uplifting message of BLM, there was a difference in treatment by police compared to the treatment

of counterparts that participated in the same events. Wicker felt privileged treatment due to the color of his skin. Wicker stated support for the dissolution of the Assistant Chief of Police position, the Civilian Review Board, and that SSPD disciplinary actions be made public.

Deanna Sutherland, of State Street, Albany, stated to be a student at the University of Albany. Sutherland stated to be present at the protest on July 14, 2022. Sutherland stated the SSPD avoided Sutherland, but then mistreated fellow protestors of color. Sutherland stated other white individuals were not approached by the SSPD who had been acting in the same manner of those of color were arrested and treated harshly.

Adam Walker, of Albany NY, stated the audience mentioned many issues. Walker commented that the audience should not be required to follow the two-minute rule. Walker stated people have issues to address at the meeting. Walker stated the mayor could not continue to allow D.A. Karen Heggen to prosecute Lexis Figuereo. Walker stated the Council needs to address and drop the charges against Lexis Figuereo, address Darryl Mount, and reign in the Saratoga Springs Police Department.

Mayor Kim asked Adam Walker to finish as Walker's time had expired. Walker continued to talk and told Kim to wait for Walker to finish. Mayor Kim again asked Walker to end.

Mayor Kim stated the two-minute rule needed to be enforced due to timing. Mayor Kim stated to have an open-door policy. Kim also stated that the City of Saratoga Springs has no authority over the Saratoga County District Attorney.

Chris Mathieson of Friar Tuck Way, of Saratoga Springs, referenced the Times Union newspaper. Mathieson stated it was unfortunate police matters were waged in the press. Mathieson stated when he held position of Commissioner of DPS and was approached by the press, the Commissioner would immediately speak to the Chief and Assistant Chief about the complaint, and the Chief and Assistant Chief would speak to the person whom the concerns were raised against or judgments questioned. Mathieson stated the Commissioner would work together with the police department. Mathieson stated reprimands and demotions are overkill on the part of a Commissioner of DPS. Mathieson stated that four members of the Council approved to eliminate the position of Assistant Chief of Police without notice to the community.

Andrew Beatty of Michael Drive, Saratoga Springs, stated support for the actions recently undertaken by the Council. Beatty stated to have questioned previous police actions and uncertainty about the actions leading to a new paradigm in public safety. Beatty commented that there are cultural problems in the community leading to more clashes. Beatty stated to be shocked of the recent discovery of film and a new eyewitness to the Darryl Mount incident.

Nora Brennan, of Saratoga Springs, stated the reality to many people in the community is that the police department lies and cannot be trusted. Brennan recommended if people of color and white allies do not feel safe then shine a light on the SSPD. Brennan stated the Use of Force Policy discussed in 2020 required updating. Brennan recommended the SSPD use public safety de-escalation tactics recommended by the Police Task Force. Brennan stated Commissioner Scirocco is in the thoughts of everybody and sent well wishes to Commissioner Scirocco and his family.

Lori Zwicker of Cassidy Drive, Saratoga Springs, stated to be an ally of people of color. Zwicker stated to support the reallocation of funds of the Assistant Chief of Police position, but did not support the hiring of additional police officers. Zwicker stated the community faced housing

problems, mental health issues, food injustice and recommended the reallocation of police funds to go to those issues.

Anita Knight of Albany, NY, stated to be present at the July 14, 2022, protest where Knight witnessed the abuse of power of the police department. Knight stated disciplinary actions against police personnel were not enough. Knight referred to the police as “pigs” and “sub-humans” that do not need demotions or suspensions, but should have their badges and guns taken. Knight requested that the Council use the tools given to them.

Matthew Marshall of High Rock Avenue, Saratoga Springs, stated the debate about the Assistant Chief of Police position is disingenuous by the individuals who state the City defunded the police department, because the funds were reallocated to add patrol officers. Marshall stated in July 2021, former DPS Commissioner Dalton sat at a press meeting where former Assistant Chief of Police Catone made multiple borderline racist dog whistles during the meeting. Marshall stated when asked questions about the need of the SSPD, during that meeting, Dalton had stated to have the aspiration to add an additional twenty (20) police officers. Marshall stated crime in Saratoga Springs did not increase by a significant amount over the last five (5) years. Marshall stated over 50% of the City’s budget had been allocated to the DPS and stated Commissioner of DPS previously stated half of the police force never leave the police station. Marshall stated over the past two (2) years the City has faced violations of constitutional rights, probes by the NYS Attorney General, and that obstruction, conspiracy, and policing based on race plagued the SSPD.

Samira Sangare, of Saratoga Springs, stated to support the demotion of Assistant Chief of Police Jillson. Sangare stated Jillson lied when he stated the police department did not possess Lexis Figuereo’s cell phone then subsequently had the phone in their possession. Sangare stated not to support the hiring of additional police officers, but suggested a reallocation of funds to housing for the homeless and mental health. Sangare stated to endorse the Civilian Review Board with subpoena power and restorative justice. Sangare reminded Mayor Kim that during his campaign he stated the need to look at police officer records.

Chandler Hickenbottom, of Saratoga Springs, stated the mayor had the ability to speak to the press about the injustice of Saratoga County District Attorney Heggen regarding charges against (her brother) Lexis Figuereo. Hickenbottom stated the power the City Council held would make a difference if they spoke out against D.A. Heggen regarding the Figuereo case. Hickenbottom asked the Council to use their privilege to speak up to the media about BLM and not stay complacent.

Alexis Brown, of Saratoga Springs, stated to be a leader of Black Lives Matter (BLM). Brown stated to witness SSPD overreach of police authority and brutality. Brown stated there to be failure by past and present City government. Brown stated to support the dissolution of the Assistant Chief of Police position. Brown stated that on July 2, 2021, the SSPD Chief of Police released a public statement of partnership between SSPD, Saratoga County Sheriff’s Department, and NYS Police in response to an incident when gunshots were fired on Caroline Street. Brown stated two (2) weeks after the announcement of the police partnership, a person had been killed 0.2 miles from City Hall on Caroline Street. Brown stated concern about the Saratoga Springs Police Department’s Facebook page and the posts authored by the police department. Brown stated the posts are seen, by many, to be politically motivated. Brown asked why some police arrests are announced on the page and some are not. Brown stated a public official’s child had been arrested and that story did not make the Facebook page. Brown stated BLM protest videos are on the SSPD Facebook page, as are the announcements of local arrests

of residents of Schenectady and Troy, NY. Brown stated the selection process of which arrests are announced on the social media page misrepresents the BLM movement and adds to the racial resentment in the Capital Region by driving a moral panic on Facebook.

Lexis Figuereo, of Saratoga Springs, stated Assistant Chief of Police Jillson should be fired. Figuereo stated Jillson lied about the SSPD not to be in possession of Figuereo's phone for seven (7) months. Figuereo stated when Commissioner Montagnino announced the dissolution of the Assistant Chief of Police position during the March 15, 2022, Council Meeting, Figuereo's attorney received a phone call stating Figuereo's phone could be collected from the Saratoga Springs Police Department. Figuereo stated Jillson was part of the "take back the narrative" team. Figuereo stated the SSPD were under investigation by the NYS Attorney General for civil rights violations. Figuereo stated the culture of the SSPD needs to be changed before more police officers are hired.

Holiday Hammond, of Saratoga Springs, stated to be impressed by the statements made by the audience members. Hammond stated to support BLM, and believes the community can do better. Hammond commented on the importance of dialog. Hammond stated to support restorative justice. Hammond stated to be against the addition of police officers to the racist and dangerous culture within the police department.

Robin Dalton, of Caroline Street, Saratoga Springs, questioned how the City Council allowed the members of the audience to call the SSPD subhuman. Dalton stated the action by the City Council to defund the Assistant Chief of Police position was reckless and without transparency. Dalton advised the Council to pause the budget transfer of the police position until others were able to weigh in.

Commissioner Montagnino asked Mayor Kim to be allowed to respond to statements made as some comments made by the audience contained information others in the audience may not be aware. Montagnino stated he had been contacted by Saratoga County Supervisor Gaston to speak to a family of a young man whom had been a victim of a gang assault. Montagnino stated to had met with the victim's parents who disclosed their son had attended a party and had been assaulted. Montagnino stated the victim was African-American. Montagnino stated the victim went to the police department with his older sister, and had reported the assault. Montagnino described how the victim had pushed another at a party, and then had then been thrown against a countertop and physically assaulted by two additional people in attendance at the party. Montagnino stated the victim's medical records, from the incident reported a concussion, split lip, black eye, and a back laceration of twelve (12) inches. Montagnino stated to have been told by the victim's parents the police officer that had taken the statement from the victim told the victim there had not been enough evidence to charge anyone with a crime. Montagnino stated to had made contact with the Chief of Police, and asked the Chief to look into the situation. Montagnino stated the Chief of Police assigned the Lieutenant-in-charge of Investigation to review the file and to give a report. Montagnino stated the feedback received had been, since the victim had been the first to make contact and pushed one of the accused assailants, the act to throw the victim against the countertop and for two (2) other people to beat him was justifiable. Montagnino stated to be troubled that anyone would disagree that a concussion was a physical injury. Montagnino stated that during his inquiry, the incident had been made public by social media leaks. Montagnino stated media outlets reached out to the Commissioner's Office for a public statement. Montagnino stated not to be the one that brought the incident to the public, but merely responded. Montagnino stated once the case had been reported in the press and television, a narrative arose which stated Montagnino had interfered in a pending investigation. Montagnino stated Saratoga County District Attorney Heggen issued a statement that criticized Montagnino for interfering in

an open and active police investigation. Montagnino stated the NYS incident report submitted to the Department of Division of Criminal Justice Services, stated the case had been closed on March 1, 2022. Montagnino stated someone is trying to rewrite history. Montagnino stated the DPS Commissioner's inquiry of the investigation triggered a statement by the Saratoga County District Attorney's Office, for unknown reasons, and the statement made by D.A. Heggen had proven false by the March 1, 2022, closed report.

Commissioner Montagnino had been interrupted multiple times throughout the statement. Saratoga County Supervisor Gaston asked Montagnino to not make reference to the family, since the family wanted to keep the victim's identity private.

During Commissioner Montagnino's statement, audience members voiced disappointment in the Commissioner's statement due to the reference of race and the mention the family of the victim did not want the incident discussed publicly.

Mayor Kim called on the audience, multiple times, to allow Commissioner Montagnino to continue the above statement from the Commissioner's Office.

Mayor Kim moved to close the public comment period at 7:40

Commissioner Sanghvi stated no human should be referred to as sub-human. Sanghvi stated no person of color, LGBTQ, or disabled-person is sub-human. Sanghvi stated white supremacists and LGBTQ community were treated as sub-human. Sanghvi stated to be aware of the NYS Attorney General's investigation into civil right allegations in Saratoga Springs, and wanted to go on record to state that no one is sub-human.

There were many interruptions of Commissioner Sanghvi's statement by the audience. Mayor Kim called on the audience, multiple times, to allow Commissioner Sanghvi to continue.

Mayor Kim closed the public comment period at 7:49 p.m.

PRESENTATION:

Climate Smart Task Force

Mayor Kim introduced Raina Caldwell, chairperson of the Climate Smart Task Force.

Raina Caldwell of the Climate Smart Task Force stated in 2011 the Saratoga Springs City Council agreed to sign on to be a climate smart community. The City of Saratoga Springs had made progress over the years, and to move forward with grants the prerequisites are requirements to create a climate action and resilience plan. The IPCC is an international group of hundreds of scientists who update policymakers. This year the IPCC had used unprecedented language to warn of climate science and what can be expected from warming climate. The IPCC is sounding the alarm and using code red for humanity and cling windows to secure a livable future. Greenhouse gases and fossil fuels are what policy makers warn about. Caldwell reported human activity to be the factor which warmed the planet by one degree, which would mean significant difference in the temperature of the planet. It had been determined, due to the carbon dioxide present in the atmosphere the world would be committed to the warming in the upcoming 30 years. Caldwell stated methane to be the biggest driver culprit, and trapped heat 86 times more than carbon dioxide. Caldwell stated due to warming and the collapse of

Antarctica glaciers, the world would be committed to two feet of sea level rise and should the ice behind the glaciers began to melt the world would be committed to twelve (12) feet of sea level rise.

Caldwell stated oceans had been absorbing the heat then releasing to cause extreme weather. The trend speculated to continue to cause billion-dollar storms. Scientists predict California to be in a 500-year drought. Scientist also predict 2050 to experience a drying trend, while they predict 2080 to experience a torrent wet trend.

To prepare for the future locally, Caldwell stated the City would need to change known issues and to prepare for the unknowable. Caldwell stated the City to be aware of several methane leaks within City limits. Transportation, buildings, heating, utility plug loads are issues that produce methane. The Community Choice Aggregation is a project to buy renewable energy in bulk, which the Climate Smart Task Force is working to achieve for the City of Saratoga Springs to participate. Projects to improve the climate locally are efficient City-owned buildings, electrify City-fleets, encourage green-built structures, and move to use less cement. NYS is compelling the public to use electric vehicles, because in 2035 would prohibit the state to sell internal combustible engines. The City of Saratoga Springs with the work of DPW Engineer Tina Carton to benchmark energy data, which allowed for immediate awareness of the least efficient buildings in the City.

Caldwell stated Saratoga Springs worked diligently to support local agriculture. An analysis had showed the trees in downtown Saratoga Springs save a half of million dollars in energy cost. The challenge predicted for Saratoga Springs future is to be water infrastructure. Caldwell suggested green- infrastructure and hoped the City would emulate Ithaca, NY's impressive Green New Deal, which predicted to become 100% renewal able electric energy by 2030. Caldwell encouraged the City Council to collaborate with the Climate Smart Task Force to develop an action plan that contain strategies and goals the City can begin using. Caldwell stated the need for financial resources from Federal and State governments, as well as knowledgeable, expertise staff and technical support.

SUPERVISORS

Matthew Veitch

Saratoga County I.T. Updates

Supervisor Veitch reported, over the last couple of years, Saratoga County had been updating technology in the County's Board and Committee Rooms. Veitch announced the technology upgrades were complete and allowed for first-time livestreaming of County Committee Meetings, and three (3) meetings are available for viewing immediate viewing on the County's YouTube page. Veitch stated the April 19, 2022, board of Supervisors Meeting would be the first full Board of Supervisors Meeting to be livestreamed from Saratoga County. Veitch invited the Council and public to visit Saratoga County's website at saratogacountyny.gov/meeting/2022meetings. Veitch stated the live and recorded meetings were for openness and transparency to the public.

Supervisor Tara N. Gaston

Upcoming Public Forum

Supervisor Gaston stated New York State had released the Climate Action Draft Scoping Plan. Gaston stated the plan was important to devise the plan and steps the State will be taking to improve climate conscious government. Gaston stated New York State Climate Action Scoping Plan would be holding public forums – a planned forum for April 14, 2022, at the Empire State Plaza, and a virtual forum on May 7, 2022. Gaston stated the IPCC reports are startling, and the Scoping Plan is the most aggressive and advanced plan in the country.

Supervisor Gaston stated the State would be holding cannabis education conversations around the State, as adult use at storefronts. Gaston stated a scheduled live-streamed forum, which Gaston is hosting, would be live-streamed on April 13, 2022. Gaston stated some Council members and staff were able to meet with representative of MA and what cannabis coming to our area looks like and might mean for our area.

There were technical audio difficulties with Commissioner Sanghvi's microphone, and transcriber could not hear the responses made by Sanghvi.

COVID-19 Update

Supervisor Gaston stated the State is seeing a rise of COVID-19, and several counties are experiencing an increase of up to 50% of COVID-19 positive cases in the past few weeks. Gaston stated the County's rolling average is presently at 4.0 %, which equals 13.7 cases per 100,000 cases. Gaston stated 60% of COVID-19 positive case, in NYS, are the BA.2 variant. Gaston stated the variant is elusive in testing, and several rapid tests are required before a positive virus result shows itself even though the symptoms had remained throughout.

National County Government Month

Supervisor Gaston stated April is National County Government Month. Gaston stated the National Association of Counties produce an annual Art Calendar of artwork submitted by county students. Gaston stated North Carolina produced the majority amount of artwork for the calendar in the previous year, and hoped to see New York fare better in 2022. Gaston advised interested students to visit Naco.org for details for submission.

Supervisor Gaston stated it to be National Health Week with the theme being, "Public Health is Where You Are." Gaston stated the idea behind the theme is that public health had brought to people and not make people show up for it. Gaston suggested Saratoga Springs take part in edible foresting and

Mayor Kim entertained a motion to approve the agenda. Commissioner Moran moved and Commissioner Montagnino seconded to approve the consent agenda as listed:

1. Approval of 3/15/2022 City Council Meeting Minutes
2. Approve Budget Transfers - Regular
3. Approve Transfers - Insurance
4. Approve Budget Amendments - Insurance
5. Approve Budget Amendments - Regular (Increases)
6. Approve Payroll 004/01/22 \$411,577.74
7. Approve Payroll 03/18/22 \$421,918.19
8. Approve Payroll 03/25/22 \$687,250.55
9. Approve Mid-Warrant 2022, 22MWMAR2 \$757,872.35
10. Approve Warrant 2022, 22MWMar3 \$39,258.62
11. Approve Warrant 2022, 22APR1 \$804,501.29

MAYOR'S DEPARTMENT

1. Announcement: Keith Kaplan Farewell as Chair of Zoning Board of Appeals

Mayor Kim stated Keith Kaplan had been on the Saratoga Springs Zoning Board of Appeals for 14 years. Kim stated Kaplan's commitment is remarkable, and the farewell is bittersweet. Kim stated Kaplan served as Secretary, Vice-Chair, and Chair of the Committee. Kim stated everyone he spoke to about Kaplan's service stated how competent, reasonable, and effective Kaplan has been as leader of the important land use board. Kim reads the resolution.

A PROCLAMATION OF THE CITY OF SARATOGA SPRINGS, NEW YORK

WHEREAS, KEITH KAPLAN is a well-liked and well respected member of our community; and
WHEREAS, for many years, Keith has been an outstanding example of a Saratogian who gives generously and unselfishly of his time and talent in civic and government service. He has served with distinction for many years as a member and later as chairman of our city's Zoning Board of Appeals, bringing his knowledge of our city, his skills for details and procedures, and his compassion and understanding to an often difficult and demanding job; and

WHEREAS, he recently announced his intention to retire from active service to the Zoning Board of Appeals,

NOW, THEREFORE, I, RON KIM, Mayor of the City of Saratoga Springs, am pleased to join with Keith's colleagues on the Board, and with his family and his many friends, in expressing our thanks and appreciation for his invaluable service to Saratoga Springs, and to extend to him our very best wishes for good health, happiness and success in all his future endeavors.

Mayor Kim stated to be pleased to join the Council and Keith's colleagues, family, and many friends in expressing thanks and appreciation for Kaplan invaluable service to the City of Saratoga Springs. Kim extended best wishes to Keith Kaplan for good health, happiness, and success in Kaplan's future endeavors. (Applause.)

Keith Kaplan expressed it had been his extreme pleasure to have served on the Saratoga Springs Zoning Board of Appeals since 2008. Kaplan thanked the Zoning Board staff, and stated how incredibly capable they all were. Kaplan thanked by name: Anisha Samuels-Sanford, Amanda Tucker, Susan Barden, Diane Baranowski, Susan Combs, Patrick Cogan and Attorney Tony Izzo for the fantastic support they gave to the Board. Kaplan continued to give thanks to the fellow volunteers on the Board, while giving appreciations to Mayor Ron Kim.

2. Announcement: Appointment of Chair of Zoning Board of Appeals

Mayor Kim named Gage Simpson as the Mayor's appointment as Chairperson of the Zoning Board of Appeals. Kim stated since 2013, Gage had been an advanced manufacturing instructor with Washington-Saratoga-Warren-Hamilton-Essex BOCES. Kim listed Gage's prior experience as Senior Project Engineer with Bechtel and Materials Engineer with Knolls Atomic Power Laboratory. Kim stated Gage held a B.S. from Purdue University in Material

Science and a M.S. in Technical Management from Embry-Riddle Aeronautical University. Kim congratulated and thanked Gage in the appointment, and expressed the persons that step into these roles are to be commended. Kim expressed the positions on the Zoning Board of Appeals is a volunteer position filled with long hours and difficult decisions that impact the City in positive ways.

3. Announcement: Appointment to Ethics Board

Mayor Kim announced the appointment of Senior Planner Susan Barden to the City's Ethic Board, which duties are to oversee questions relating to ethics for all City employees. Kim stated one (1) City employee are to be appointed to the Board. Kim stated Barden held the position of Senior Planner since 2019, and had been with the City of Saratoga Springs Planning Department for nearly 15 years. Kim stated Barden is AICP Certified and held a M.A. in Applied Geography from the University of North Carolina.

4. Announcement: Preliminary Requests for Congressionally Directed Spending and Community Project Funding

Mayor Kim announced a preliminary request for Congressionally Directed Spending and Community

Project Funding. Kim stated the Mayor's Office had been working with Senators Schumer, Gillibrand, and Congressman Tonka to request funding for community-based projects within the City of

Saratoga Springs. Kim stated timeliness of the applications are at issue. Kim stated the funding is part of the federal infrastructure bill in part, and the requested proposals be presented to the Senators' and Congressman's Offices over the next couple days. Mayor Kim stated Commissioner Montagnino and the DPS staff had worked together to prepare a proposal for fire station # 3 which would be presented. Kim stated the other projects considered and shovel-ready for presentation were; the Saratoga Arts Center upgrades, potential upgrades to water infrastructure, and a potential public-private partnership with RISE to build a social center for the homeless. Kim stated the Mayor's Office would come back to the Council for more discussion, and these projects were ready to propose with proposal deadlines being 5 – 10 days away.

Commissioner Sanghvi asked if there would be matching fund requirements. Mayor Kim stated if there were matching fund requirements, the City Council would be advised of the requirement.

5. Proclamation: April is Fair Housing Month

Mayor Kim proclaimed April to be Fair Housing Month. Kim stated 2022 is the 54th Anniversary of the

Passage of the Fair Housing Act of 1968. Kim stated the Act sought to eliminate discrimination in

housing opportunities based further housing choices regardless of race, color, national origin,

religion, sex or disability. Kim stated New York State had added to the protected classes to include protection from discrimination in housing opportunities based on religion, marital status, sexual orientation, age and military status. Kim stated the Violence Against Women Reauthorization Act of 2013, added protection for victims of domestic violence, dating violence, sexual assault, and stalking.

**A PROCLAMATION
OF THE CITY OF SARATOGA SPRINGS, NEW YORK**

WHEREAS, this April marks the 54th anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans, regardless of race, color, national origin, religion, sex, familial status, or disability; and WHEREAS, since then, New York State law has added further protections based on religion, marital status, sexual orientation, age, and military status; and WHEREAS, the Violence Against Women Reauthorization Act of 2013 added protections for victims of domestic violence, dating violence, sexual assault, and stalking; and WHEREAS, the ongoing struggle for dignity and housing opportunity is not the exclusive province of the Federal government and vigorous local efforts to combat discrimination can be as effective or even more effective than Federal efforts; and WHEREAS, illegal barriers to equal opportunities in housing, no matter how subtle, diminish the rights and freedoms of every American; and WHEREAS, it is our obligation as free citizens to do our part in providing equal housing opportunities to all men and women, and to support both the letter and the spirit of State and Federal Fair Housing Laws, NOW, THEREFORE, I, RON KIM, Mayor of the City of Saratoga Springs, hereby join in the national celebration by recognizing and proclaiming April 2022 as FAIR HOUSING MONTH

Mayor Kim proclaimed April 2022 as National Fair Housing Month.

6 Request to Add a Public Hearing on Sister-City Relationship with Chekov, Russia to the April 19, 2022, Council Meeting

Mayor Kim requests in the form of a motion to add a 6th item to the Mayor's Department Agenda. Kim stated the request is to add a public hearing regarding the Ukraine - Russian War requested the stoppage or suspension of Saratoga Springs sister-city relationship with Chekov, Russia by the Council of General of Ukraine.

Mayor Kim moved and Commissioner Moran seconded the addition of a Public Hearing for the request by the Counsel General of Ukraine for the stoppage or suspension of Saratoga Springs sister-city relationship with Chekov, Russia, in response to the Ukraine – Russia War.

Ayes – All

Mayor Kim stated would like to add a Public Hearing to the April 19, 2022, City Council calendar. Kim stated the public hearing is meant to solicit public opinion about a letter the City received from the Counsel General of NYC from Ukraine, which asked the City of Saratoga Springs to stop or suspend the City's relationship with its sister-city of Chekov, Russia. Kim stated around 2000, the City Council established a relationship with Chekov, Russia. Kim stated there had been cultural exchanges between the cities over the years, and stated not to be aware of contact in recent years. Kim stated to be inclined to hold a public hearing on the decision to sever the relationship with Chekov, Russia, rather than the Council to make that on their own by a vote. Kim stated the letter from the Counsel General to be posted to the City website.

ACCOUNTS DEPARTMENT

1. Award of Bid: EMS Equipment and Service to Stryker Corporation

Commissioner Moran moved and Commissioner Sanghvi seconded to award the bid for EMS Equipment and Service to Stryker Corporation in the amount not to exceed \$124,637.50.

Ayes – All

2. Announcement: Relaunch of Special Events

Commissioner Moran announced the relaunch of Special Events. Moran stated City events had been put on hold over the last two (2) years due to COVID-19. Moran acknowledged and recognized the efforts of Department of Accounts Deputy Commissioner Stacy Connors for the tremendous efforts given to revamp the Special Event process. Moran stated the revamped process is collaborative within the City's government. Moran stated previous special event organizers were not aware of all the fees charged by different departments for the departmental services, until after the event. Moran stated the City of Saratoga Springs is a host venue with a business model that encourages relationships and good will within the community and that encouraging planners to hold events in the City to be a goal of the Accounts Department. Moran stated pride in the collaborative relationship between DPW Commissioner Scirocco and Deputy Commissioner O'Neill, and DPS Commissioner Montagnino for working with the Special Event process. Moran stated the critiques of City's government over road closures for Chowderfest 2022 were unwarranted, since the event brought out nearly 30,000 participants without incidence.

Moran stated the PBA would be holding an Easter event on April 15, 2022 in Congress Park.

Moran stated with the leadership of Commissioner Skip Scirocco and the DPW staff, Treetoga, hosted by Sustainable Saratoga, would take place with the planting of 53 trees within the City of Saratoga Springs on April 30, 2022.

Commissioner Sanghvi gave compliments to the Departments of Accounts, Public Safety, and Public Works for the effort for a successful Chowderfest.

3. Announcement: Update on Outdoor Dining

Commissioner Moran announced that the continuation of outdoor dining program was authorized at a previous Council meeting. Moran stated many local businesses and organizations volunteered their time, efforts, and resources over the past two (2) years to give support to the City's extended outdoor dining program. Moran stated the volunteer effort would not be sustainable going forward. Moran stated to have worked in collaboration with Saratoga County Supervisor Matthew Veitch to gain support from the County to assist in moving concrete barriers for extended dining into City streets. Moran stated the County gained nearly \$8 million dollars in tax dollars from the City in the previous year, and thought the County would want to assist the City to continue the revenue stream. Moran stated to gain support from the County of Public Works Director with plans to place the concrete barriers. Moran stated the County pulled out of the plan to assist the City at the last minute without reason. Moran stated the setback brought on by the County would bring costs to the City's small businesses that planned to use the barriers due to the need to hire an outside contractor to move the barriers. Moran stated that the Republicans that run Saratoga County do not care about small businesses. Moran stated the previous City Council made a decision at the end of 2021 to dispose of the concrete barriers, donated to the City by D. A. Collins; the Council disposed of the barriers because they thought they would not be used again. Moran stated new concrete barriers would be purchased for the businesses use, and the majority of the cost would be passed to the business. Moran stated the appearance and quality of barriers used would improve to come in line with the look of the City. Moran stated the concrete barriers would be in place within two (2) weeks.

4. Discussion and Vote: Extended Outdoor Dining Fee Schedule

Commissioner Moran stated the extended temporary outdoor dining fee schedule had three (3) levels. Moran stated Level 1 would be for extended dining onto private property where the licensee had previously were not permitted to utilize for dining use by either the City or the State Liquor Authority. Moran stated the fee for Level 1 to be one-hundred dollars (\$100.00). Moran stated Level 2 would be for the use of public property - city curb to sidewalk. Moran stated the fee for Level 2 to be five-hundred dollars (\$500.00). Moran stated Level 3 would be for the use of both public sidewalk property and city street property with city-owned barriers. Moran stated the fee for Level 3 would be one-thousand dollars (\$1,000.00). Moran stated the fee would include the use of property, installation and use of the barriers, and application fee. Moran stated the application fee for Levels 1 and 2 were included in the pricing of each level. The intent of the fees is to invest the money back in to support the program. In years two and three of the program, the City will look to convert the blocks to something more decorative.

Commissioner Moran moved and Commissioner Montagnino seconded to accept the fee schedule for the Temporary Outdoor Seating Area Permits.

Ayes – All

Attorney Izzo clarified the temporary extended outdoor dining fee schedule be accepted in the form of a resolution by the Council as required by the City Charter.

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 136.33.10 in Article IVA of Chapter 136 of the Code of the City of Saratoga Springs, entitled "Temporary Outdoor Seating Area Permits" provides that a schedule of fees for temporary outdoor seating area permits shall be developed and adopted by resolution of the City Council;

and WHEREAS, the Council has given due consideration to the fees to be charged, NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby establishes the following schedule of fees for temporary outdoor seating area permits:

TYPE OF PROPERTY FEE TYPE FEE AMOUNT

Private Property Application for Seating Area \$100.00

Public Property- Application for Seating Area and Sidewalks Occupation of Public Property \$500.00
Public Property- Application for Seating Area, Sidewalks and Occupation of Public Property and Barriers/Blocks Installation/Removal of Barriers/Blocks \$1,000.00

5. Update: COVID and Planned City Activities

Commissioner Moran stated three (3) counties in New York State are on the rise of COVID-19 positive cases. Moran stated the counties to be on the rise are Oswego, Onondaga, and Tompkins. Moran stated the City had COVID-19 Rapid Test kits available to groups having special events who want to test. Moran suggested the public to check their supply of COVID-19 test kits for expiration dates.

Mayor Kim announced a ten (10) minute break at 8:50 p.m. for the repair audio of difficulties.

Mayor Kim called the meeting to order at 9:00 p.m.

FINANCE DEPARTMENT

1. Announcement: Participatory Budgeting

Commissioner Sanghvi announced the Finance Department's plans to incorporate participatory budgeting to help the City of Saratoga Springs become more inclusive. Sanghvi stated the participatory budgeting advisory committee included Finance Budget Director Lynn Bachner, Deputy Commissioner of Finance Heather Crocker, and Commissioner Sanghvi. Sanghvi stated the definition of participatory budgeting is a democratic process which community members decide how to spend a part of the public budget – revolutionary civics in action. Sanghvi stated the Finance Department's goals are to expand and diversify the participation in the City's budget process; to listen to the needs of community members; utilize participatory budgeting to affect meaningful change; to promote sustainable public good for long-term; well-being of the residents of Saratoga Springs, and to create easy and seamless

civic engagement. Sanghvi believed Saratoga Springs is the first municipality in the Capital District to adopt a participatory budgeting program. Sanghvi stated the department adapted the budget process to fit the city charter and budget process. Sanghvi stated eleven (11) members would serve to solicit and review project proposals from within the community. Sanghvi stated the criteria for members to serve on the committee requirement: Saratoga Springs residents age 18 years of age and over, commit to serve a two (2) year term, required to attend 80% of scheduled meetings as well as community outreach events for the program. Sanghvi stated the projects in two groups: individuals and organizations. Sanghvi stated participatory budgeting to be a unique way for the public to come to City Hall with solutions to improve the quality of life in the community by submitting a project proposal. Sanghvi stated application process submissions would be able to take the form in electronic or postal submission, or hand-delivered to the Finance Department at City Hall. Sanghvi stated the criteria for projects to be eligible for funding would be: the project does not exceed the annual amount allocated; the project can be completed by the one-time expenditure received from the budget program; the project can be legally implemented by the City of Saratoga Springs; the project to be on public property and a benefit to the public. Sanghvi stated the projects would be vetted by the budget committee and would be able to receive guidance and support from the City's internal departments and professionals. Sanghvi stated after the committee determined the viability of the submitted projects, the project(s) would be opened to a public vote. Sanghvi stated the next step to be the budget committee would make recommendations to the Commissioner of Finance whom would then bring the selection of project(s) to the Council for a vote. Sanghvi stated the funding of the participatory budget would be done by the establishment of an assignment based on the conservative amount of the general fund budget not to exceed 0.25% of the fund balance. Sanghvi stated the 2023 budget based off fiscal year 2022, which maximum total for the participatory budget fund could amount up to \$135, 487.82.

2. Discussion and Vote: Resolution to Establish an Assignment for Participatory Budgeting

Commissioner Sanghvi stated the discussion and vote to be for 2023. Sanghvi stated the vote before the Council to be for the use of City funds for a participatory budgeting initiative with the assignment amount available based on the balance and cash flow of City funds allocated for the program. Sanghvi stated the funds may be replenished or revise as the program develops.

Commissioner Moran clarified the vote to be a line item in the finance budget, which would facilitate the participatory budget process once the budget process became established. Sanghvi stated Commissioner Moran to be correct and the program would become part of the 2023 budget.

Commissioner Sanghvi moved and Commissioner Montagnino seconded the resolution to establishment of an assignment for Participatory Budgeting

Ayes – All

3. Update: City Finances

Commissioner Sanghvi stated the Finance Department staff had several ongoing projects. Sanghvi stated the projects to be a streamlined payroll process, an internal audit of utility bills

overseen by the Finance Department. Sanghvi stated the City's mortgage tax intake for 2022 was \$917,948.66 – year-to-date up 5% from 2021. Sanghvi stated there to be an interactive web platform to promote budget transparency to be available to the public. Sanghvi stated City Council members be added as participants to Novotime – the attendance and timekeeping management system. Sanghvi stated the revised Paying Invoice Guideline were to manage utility invoice payments. Sanghvi stated the Purchasing Department reviewed the revisions.

4. Discussion and Vote: Finance Policy and Procedure Manual Updates: X. Payroll Preparation and Distribution and Timesheets: XXI. Paying Invoices

Commissioner Sanghvi moved and Commissioner Montagnino seconded the Finance Policy and Procedure Manual Updates, Payroll Preparation and Distribution, Timesheets, and Paying Invoices as included with the agenda.

Ayes – All

5. Discussion and Vote: Approval and Pay Voucher Reimbursement to Kevin Kling in the amount of \$52.98 for IT Costs Requiring Credit Card

Commissioner Sanghvi stated the discussion and vote were a result of recently retired Finance Director Kevin Kling need for use of a personal credit card for a City-required purchase. Sanghvi stated the City had recently developed a credit card policy with the Purchasing Department.

Commissioner Sanghvi moved and Commissioner Montagnino seconded the voucher reimbursement to Kevin Kling in the amount of \$52.98 for I.T. costs requiring a credit card.

Ayes – All

6. Discussion and Vote: Approval to Pay Mileage Reimbursement to Jeff Cornick in the amount of \$31.36 for City-related Travel

Commissioner Sanghvi stated the City-related day travel of finance employee Jeff Cornick had been due to a voucher reimbursement error which had inadvertently been placed as a 2021 reimbursement rather than as a 2022 reimbursement, and therefore not processed in the required 30-day time limit.

Commissioner Sanghvi moved and Commissioner Montagnino seconded the approval to pay mileage reimbursement to Jeff Cornick in the amount of \$31.36 for City-related travel.

Ayes – All

7. Discussion and Vote: Authorization for Mayor to Sign Agreement with Keeper Security, Inc. for Password Security Services

Commissioner Sanghvi stated Keeper Security, Inc. agreement would provide cloud-based security over internet password used by City employees. Sanghvi stated the service would allow the City to have management control over computer passwords used by city employees. Sanghvi stated the annual cost of the agreement to be \$17,919.00. Sanghvi stated the funds were in the I.T. budget line item A302169454720. Sanghvi stated the City Attorney, Risk & Safety, Purchasing and Finance Departments had approved the agreement, as required.

Commissioner Sanghvi moved and Commissioner Montagnino seconded the authorization for the mayor to sign an agreement with Keeper Security, Inc for Password Security Services in the amount of \$17,919.00, the budget line associated to be A302169454720.

Ayes – All

8. Discussion and Vote: Budget Transfers – Benefits

Commissioner Sanghvi moved and Commissioner Moran seconded to authorize budget transfer – Benefits as included with the agenda.

Ayes – All

9. Discussion and Vote: Budget Transfers – Payroll

Commissioner Sanghvi asked Commissioner Montagnino for clarification on questions that concern budget lines 3-4 transfer of funds to police officers wage line from the assistant chief wage line to reallocate approved resources in the amount of \$67,186.22. Sanghvi asked Montagnino if the statement Montagnino had made that 40% of the police force does not leave their office had been correct. Montagnino stated the statement to be correct. Montagnino stated only 60% of the police force is actually out on patrol; those that are not assigned to patrol are the Chief of Police, Assistant Chief, four (4) Lieutenants, and eleven (11) Investigations. Montagnino stated, due to the development of previous administrations, a significant amount of the police workforce on patrol had diminished. Sanghvi asked if the same cuts were planned for the Saratoga Springs Fire Department (SSFD) with the Chief and Assistant Chief. Montagnino stated the job descriptions of the SSFD Chief and Assistant Chief were similar yet did not overlap. Montagnino stated the SSFD had the line for the position of Battalion Chief. Montagnino stated Assistant Chief Dyer performs the duties of the two positions - performing all the duties of Assistant Chief as well as the Battalion Chief. Montagnino stated Assistant Chief Dyer is up to speed on every aspect of fire station # 3, which differentiates the departments, and that same type of duplication of efforts seen in the police department is not in the fire department.

Montagnino stated the payroll transfer is a reallocation of resources to increase the number of officers out on patrol to ensure the officers are safer in number.

Commissioner Sanghvi moved and Commissioner Montagnino seconded to authorize budget transfers – Payroll as included with the agenda.

Ayes – All

PUBLIC WORKS DEPARTMENT

Mayor Kim spoke on behalf of the City Council to send well wishes to DPW Commissioner Skip Scirocco and the Scirocco family due to Commissioner Scirocco's absence due to medical leave in recent months

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Palette Stone Corp for Asphalt

Mayor Kim stated the contract for discussion is a piggyback contract off a Saratoga County for asphalt with the amount not to exceed bid proposal unit prices.

Mayor Kim moved and Commissioner Sanghvi seconded to authorize the mayor to sign a contract with Palette Stone Corp. valid until Dec 31, 2022, in the amount of unit bid prices subject to appropriation.

Ayes – All

2. Discussion and Vote: Authorization for Mayor to Sign Change Oder # 2 with Jersen Construction

Mayor Kim stated the change order request is for unexpected work due to unforeseen conditions to provide bypass pumping and miscellaneous site work activities for the raw water intake project in the amount of \$65,347.00. Mayor Kim stated the project by Jersen Construction to be 90% complete with the change order rate to be less than 6% of the original project bid price, and bringing the total for the project from \$2 million dollars to 2.1 million dollars. Kim stated and read multiple additional complex tasks included in the change order.

Commissioner Sanghvi asked if the change order amount would come from the DPW budget. Mayor Kim stated the funds would come from the DPW budget.

Mayor Kim moved and Commissioner Moran seconded to authorize the mayor to sign change order # 2 with Jersen Construction to provide bypass pumping and miscellaneous onsite work activities for well water intake projects in the amount of \$65,347.00.

Ayes – All

3. Discussion and Vote: Approval to Pay Invoice # 17202 To BPI Mechanical Service in the Amount of \$805.12

Mayor Kim stated DPW were contacted by visitor center staff, concerning an issue with the heat supply at the center. Kim stated the DPW plumber had been out on leave, and another employee contacted the City-contracted BPI Mechanical Service to fix the issue at the center without an invoice.

Mayor Kim moved and Commissioner Sanghvi seconded to authorize the mayor to sign invoiced # 17202 to BPI Mechanical Services in the amount of \$805.12

Ayes – All

4. Announcement: Debris Notice

Mayor Kim announced the DPW had begun leave and lawn pickup. Kim stated clipping must be in in reusable container or paper bag, and placed at the curb from May 15th – September 30th. Kim stated from September 30th to the first snowfall, debris be brought to curb in small piles. Kim stated crews would not go on private property, and asked to keep containers and limb piles to within a manageable weight for one person to lift.

5. Announcement: Flushing Notice

Mayor Kim announced beginning April 11th DPW would begin flushing the water distribution system to deliver the highest quality of water for the residents of Saratoga Springs. Kim stated the water distribution system annually flush during the spring and autumn. Kim stated DPW employees also take the opportunity to flush the fire hydrants throughout the city for routine maintenance. Kim stated it is normal to see a discoloration in water and the remedy is to run the cold tap until water runs clear.

PUBLIC SAFETY DEPARTMENT

Commission Montagnino announced the proposals for fire station # 3 had went out for bid that day. Montagnino stated the excitement of the department as it eagerly awaits the response to the RFP's. Montagnino gave thanks in the very large part SSFD Assistant Chief Dyer had taken to get the project moving forward.

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Upstate Polygraph Services, LLC

Commissioner Montagnino stated polygraph tests are an integral part of the screening procedure used for new police officers. Montagnino stated general fee are \$500.00 for a single test administered, and multiple tests on the same day reduced the fee to \$400.00 per test. Montagnino stated the quoted fees are industry standards.

Commissioner Montagnino moved and Commissioner Sanghvi seconded to authorize the mayor to sign a contract with Upstate Polygraph Services, LLC.

Ayes – All

2. Discussion and Vote: Authorization for Mayor to Sign Contract with Saratoga County EMS Council

Commissioner Montagnino stated the contract with Saratoga County EMS Council does not involve expenditure of funds on part of the City. Montagnino stated the arrangement with the EMS Council continued the arrangement where veterans seeking their EMT certificates, through a county program, can ride along and assist firefighters, who are also paramedics, in the services that the veterans are seeking. Montagnino stated the contract is necessary for the city as liability insurance.

Commissioner Montagnino moved and Commissioner Sanghvi seconded to authorize the mayor to sign a contract with Saratoga County EMS Council.

Ayes – All

3. Discussion and Vote: Authorization for Mayor to Sign Major Contract with Saratoga County

Commissioner Montagnino stated the contract involved compensation by the county to the city for EMS services provided by the Saratoga Springs Fire Department's EMT's. Montagnino stated the dollar figures involved were based upon the actual cost per hour of the individuals who provided services and the cost of the equipment used.

Commissioner Montagnino moved and Commissioner Sanghvi seconded to authorize the mayor to sign a major contract with Saratoga County as it pertains to EMS services provided to the County of Saratoga by Saratoga Springs Fire Department EMT's and for the use of Saratoga Springs Fire Department equipment.

Ayes – All

4. Discussion and Vote: Authorization for Mayor to Sign Two Lease Agreements with RICOH

Commissioner Montagnino stated the lease agreements with RICOH were for servicing of copiers and related equipment. Montagnino stated the fee is approximately \$49.00 per copier for the DPS department.

Commissioner Montagnino moved and Commissioner Moran seconded to authorize the mayor to sign two lease agreements with RICOH for the servicing of copiers and related equipment.

Ayes – All

5. Discussion and Vote: Authorization to Use 2021 Monies for Stryker Purchase

Commissioner Montagnino stated the discussion is for authorization to use 2021 monies that are available for purchases for Capital Improvement specialized equipment, such as motorized gurneys, used by the Fire Department.

Commissioner Montagnino moved and Commissioner Sanghvi seconded to authorize the use of 2021 available monies for Stryker Equipment purchases.

Ayes – All

6. Discussion and Vote: Authorization for Mayor to Sign Agreement with Stryker

Commissioner Montagnino moved and Commissioner Sanghvi seconded to authorize the mayor to sign agreement with Stryker Industries for purchases moving forward Fire Department equipment.

Ayes – All

ADJOURN

Commissioner Moran moved and Commissioner Montagnino seconded to adjourn the meeting at 9:37 p.m.

Respectfully submitted,

Barbara Brindisi
Assistant City Clerk

Approved:
Vote:

DRAFT

A PROCLAMATION
OF THE CITY OF SARATOGA SPRINGS, NEW YORK

WHEREAS, KEITH KAPLAN is a well liked and well respected member of our community; and

WHEREAS, for many years, Keith has been an outstanding example of a Saratogian who gives generously and unselfishly of his time and talent in civic and government service. He has served with distinction for many years as a member and later as chairman of our city's Zoning Board of Appeals, bringing his knowledge of our city, his skills for details and procedures, and his compassion and understanding to an often difficult and demanding job; and

WHEREAS, he recently announced his intention to retire from active service to the Zoning Board of Appeals,

NOW, THEREFORE, I, RON KIM, Mayor of the City of Saratoga Springs, am pleased to join with Keith's colleagues on the Board, and with his family and his many friends, in expressing our thanks and appreciation for his invaluable service to Saratoga Springs, and to extend to him our very best wishes for good health, happiness and success in all his future endeavors.

Dated: April 5, 2022

RON KIM
Mayor



Click here for COVID information and resources for New Yorkers.

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COMMENT

Help For
NEW YORKERS

Congressionally Directed Spending Requests - FY 2023

Thank you for visiting and for your interest in improving the quality of programs and institutions in New York. Senator Schumer is now accepting preliminary requests for New York-based projects for Fiscal Year (FY) 2023. These requests must be completed and submitted via electronic application by Sunday, April 10, 2022 at 11:59 PM ET.

Please note that the Appropriations Committee has set the following conditions on Congressionally Directed Spending (CDS) items:

- Eligible entities include state and local government entities and non-profit organizations. For-profit entities are not eligible for Congressionally Directed Spending.
- Congressionally Directed Spending items that are selected for funding by the Appropriations Committee are subject to audits by the Government Accountability Office.
- Funding is limited and not all eligible requests will be funded.

To get started with your Congressionally Directed Spending Request and to access a FY 2023 Form and Instructions, [CLICK HERE](#). Organizations are encouraged not to wait until the last minute to begin this process so that any corrections that need to be made or any questions that need to be answered can be. As a reminder, all forms must be completed and submitted by 11:59 PM on Sunday, April 10, 2022.

The FY 2023 Form is subject to change pending instructions from the Appropriations Committee, including a list of accounts that are eligible for CDS. A specific list of the CDS accounts and eligibility requirements is available [here](#).

While funding projects through Congressionally Directed Spending is an option, organizations are also strongly encouraged to consider pursuing and applying for federal grants. Information on federal grants that are administered through the various government agencies is available through the Grants.gov Program Management Office. The website address for federal grant programs is <https://www.grants.gov>.

For any questions regarding your CDS request or the FY 2023 process, please do not hesitate to contact my staff at appropriations@schumer.senate.gov.

Thank you again for your interest in and commitment to improving the quality of programs and institutions in New York. Together we can keep New York at the forefront of cultural, educational, and economic excellence.

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Pursuant to Senate Rule XLIV, Senator Schumer is publicly disclosing the list of congressionally directed spending requests submitted for the Fiscal Year 2022 appropriations process. These disclosures are being released in accordance with the deadlines set forth by the Committee.

- Agriculture, Rural Development, Food and Drug Administration and Related Agencies
- Commerce, Justice, Science and Related Agencies
- Energy and Water Development
- Financial Services and General Government
- Homeland Security
- Interior, Environment, and Related Agencies
- Labor, Health and Human Services, Education, and Related Agencies
- Military Construction, Veterans Affairs, and Related Agencies
- Transportation, Housing and Urban Development, and Related Agencies

A PROCLAMATION
OF THE CITY OF SARATOGA SPRINGS, NEW YORK

WHEREAS, this April marks the 54th anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans, regardless of race, color, national origin, religion, sex, familial status, or disability; and

WHEREAS, since then, New York State law has added further protections based on religion, marital status, sexual orientation, age, and military status; and

WHEREAS, the Violence Against Women Reauthorization Act of 2013 added protections for victims of domestic violence, dating violence, sexual assault, and stalking; and

WHEREAS, the ongoing struggle for dignity and housing opportunity is not the exclusive province of the Federal government and vigorous local efforts to combat discrimination can be as effective or even more effective than Federal efforts; and

WHEREAS, illegal barriers to equal opportunities in housing, no matter how subtle, diminish the rights and freedoms of every American; and

WHEREAS, it is our obligation as free citizens to do our part in providing equal housing opportunities to all men and women, and to support both the letter and the spirit of State and Federal Fair Housing Laws,

NOW, THEREFORE, I, RON KIM, Mayor of the City of Saratoga Springs, hereby join in the national celebration by recognizing and proclaiming April 2022 as

FAIR HOUSING MONTH

Dated: April 5, 2022

RON KIM
Mayor

Saratoga Springs
Department of Public Safety

James Montagnino, Commissioner
Jason Tetu, Deputy Commissioner

City Hall Saratoga Springs, New York 12866
518-587-3550



MEMO

TO: COMMISSIONER DILLON MORAN

FROM: COMMISSIONER JAMES MONTAGNINO
 DEPUTY COMMISSIONER JASON TETU

DATE: MARCH 9, 2022

RE: AWARD OF BID

Commissioner Franck,

The Department of Public Safety would like to Award the Bid for RFP 2021-27, EMS EQUIPMENT AND SERVICE LUCAS CPR AND LIFEPAK 15 DEVICES to STRYKER SALES, LLC.

Please place on your Agenda for the March 15, 2022 City Council Meeting.

Thank you,

James Montagnino, Commissioner
Jason Tetu, Deputy Commissioner
Department of Public Safety

EMS Equipment and Service Lucas CPR and Lifepak 15 Devices RFP 2021-27 Bid Results

Stryker Sales, LLC

Total Bid

\$124,637.40

Request for Certification of Sufficient Funds

Submittal Date 3/9/2022

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.:

Stryker
11811 Willow Rd. NE
Redmond, WA 98052

Appropriation – Current Budget Expense H3143122-52000-1218

| | |
|--|------------|
| Amount Requested for Approval: | \$ 6179.96 |
| Current Amount Available: As PER PO 210551 | \$ 6179.96 |

Appropriation—Current Budget Expense H3143122-52000-1243

| | |
|---|---|
| Amount Requested for Approval: | \$ 6368.81 |
| Current Amount Available: As PER MUNIS 2021 | \$ 6368.81 PENDING COUNCIL APPROVAL OF 2021 FUNDS |

| | | |
|--|----------------|------------|
| Appropriation—Current Budget Expense | A3143632-52100 | 2022 Funds |
| Amount Requested for Approval: | \$ 29451.23 | |
| Current Amount Available: As PER MUNIS | \$ 55000.00 | |

Transfer/Amendment Pending: \$
Transfer/Amendment Date:

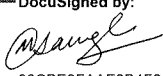
Department Head Signature

3/31/2022

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...

4/1/2022

Commissioner of Finance

Approval Date

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, on June 16, 2020 this Council enacted an ordinance to add a new Article IV-A to Chapter 136 of the City Code. The new Article allowed persons and entities holding valid permits to operate eating and drinking establishments to apply for an additional permit to use certain specified public property as a temporary outdoor seating area; and

WHEREAS, Section 136-33.1-9 of that Article specified that all permits issued thereunder would expire at midnight on September 7, 2020, but that expiration date may be extended from time to time by resolution of the City Council; and

WHEREAS, on August 4, 2020, the City Council extended the expiration date in Section 136-33.1-9 of the City Code to midnight, October 5, 2020, and on September 15, 2020, the City Council extended the expiration date to midnight, October 31, 2020; and on October 20, 2020, the City Council extended the expiration date to midnight, November 30, 2020; and on November 17, 2020 the City Council extended the expiration date to midnight, December 31, 2020; and

WHEREAS, the Council finds that the said permit procedure continues to have a positive impact on our City's local economy, that it has provided a convenience and benefit to members of the public, and that its extension at this time would be in the public interest,

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The City Council hereby commences use certain specified public property as a temporary outdoor seating area to commence March 15, 2021 and extend the expiration date in Section 136-33.1-9 of the City Code to midnight, June 30, 2021.
2. All other laws, ordinances, rules, policies and regulations of the City of Saratoga Springs shall remain in full force and effect.
3. Nothing in this resolution shall be construed so as to amend, replace or supersede any law or regulation of the State of New York, or any Executive Order of the Governor.
4. This authorization shall take effect immediately upon filing in the Office of the City Clerk.

Approved: 3-2-2021

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 136.33.10 in Article IVA of Chapter 136 of the Code of the City of Saratoga Springs, entitled “Temporary Outdoor Seating Area Permits” provides that a schedule of fees for temporary outdoor seating area permits shall be developed and adopted by resolution of the City Council; and

WHEREAS, the Council has given due consideration to the fees to be charged,

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby establishes the following schedule of fees for temporary outdoor seating area permits:

| <u>TYPE OF PROPERTY</u> | <u>FEE TYPE</u> | <u>FEE AMOUNT</u> |
|--|---|-------------------|
| Private Property | Application for Seating Area | \$100.00 |
| Public Property- Sidewalks | Application for Seating Area and Occupation of Public Property | \$500.00 |
| Public Property- Sidewalks and Barriers/Blocks | Application for Seating Area, Occupation of Public Property and Installation/Removal of Barriers/Blocks | \$1,000.00 |

Dated: April 5, 2022

Ayes: Nays:

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**

TO ESTABLISH AN ASSIGNMENT FOR PARTICIPATORY BUDGETING

Be it resolved, by the City Council of the City of Saratoga Springs NY, as follows:

WHEREAS, in an effort to encourage civic engagement and collaborative government, make local democracy more responsive and inclusive, help public officials better understand constituents' concerns, and help constitutions understand government challenges, the Finance Department proposes the initiation of a program known as "Participatory Budgeting (PB); and

WHEREAS, PB invites the public to directly submit expenditure initiatives and directly vote on their choices for City funding consideration. A PB committee helps the public develop ideas, vets submitted projects, and considers the final choices. It tallies and submits votes to the Commissioner of Finance. The Commissioner reviews for compliance with City policies, financial viability and available revenue, then submits her roster to the City Council for approval; and

WHEREAS, year one of the program will be a Pilot. A PB Rule Book will be provided to the PB Committee as well as the Council, along with draft forms and marketing plans for use in implementing the Pilot. The process and documentation will be subject to comment, review and revision; and

WHEREAS, the goal of this resolution is to establish a funding mechanism for the PB for City Council adoption.

NOW THEREFORE BE IT RESOLVED,

1. The City Council establishes "An Assignment for Participatory Budgeting". All assignment amounts used for project initiatives shall require a finding by the Council that the amount of the proposed project provides a public benefit equal to or greater than the amount of the grant; and
2. Assignment amounts shall be available for projects as well as costs associated with program administration, including but not limited to outreach and monitoring; and
3. The Assignment will be funded using unassigned fund balance in amounts as follows:
 - a. up to 0.25% of the 2022 General Fund Budget, and with the final amount to be approved by Council.

- b. up to 0.25% of the ensuing years General Fund Budget, beginning with FY 2023 and with the final amount to be approved by Council.
- c. The Participatory Budgeting Assignment will be replenished each year if/when the City's audited financial statements, indicate that the City has an unassigned fund balance of not less than 10.00% of the total adopted budget expenditures of the General Fund as determined via section E(2) of the City's Fund Balance Policy.
- d. The funding of this program shall not cause the City's general fund unassigned fund balance to fall below the 10%, of the total adopted budgeted expenditures of the General Fund as defined by the fund balance policy.
- e. Assignment amounts available for use each year shall be "up to" the amounts available in the Assignment. Unused amounts shall remain in the Assignment for future use. At no time shall the total amount in this Participatory Budgeting Assignment exceed Two-hundred thousand dollars (\$200,000).
- f. Subject to the items b-e above, other funding resources may be used as the Council deems appropriate.

AYES: _____

NAYS: _____

Dated: April 5, 2022 _____



April 18, 2022

CITY OF SARATOGA SPRINGS
City Council Pre-Agenda Meeting
474 Broadway
9:00 AM

PRESENT: Ron Kim, Mayor
Minita Sanghvi, Commissioner of Finance
Dillon Moran, Commissioner of Accounts
Jim Montagnino, Commissioner of Department of Public Safety

STAFF PRESENT: Angela Rella, Deputy Mayor
Heather Crocker, Deputy Commissioner, Finance
Stacy Connors, Deputy Commissioner, Accounts
Joe O'Neill, Deputy Commissioner, Department of Public Works
Jason Tetu, Deputy Commissioner, Department of Public Safety

EXCUSED: Matthew Veitch, Supervisor
Tara Gaston, Supervisor

CALL TO ORDER

Mayor Kim called the meeting to order at 9:03 a.m.

PUBLIC HEARING

1. Civilian Review Board - No comments.
2. Community Development Block Grant Recommendations – No comments.
3. Possible Amendments to Unified Development Ordinance (UDO) – No comments.
4. Sister City Relationship with Chekhov Russia - No comments.
5. Traffic Control Caroline Street - No comments.
6. Weibel Avenue PUD Amendment- No comments.

PRESENTATION

1. Mostly Modern Music Festival – Mayor Kim advised this is coming in June to the City.
2. ClearGov – Budget Transparency Portal on the City Web – Commissioner Sanghvi stated the City used to have a program called Open Gov and now have a program called ClearGov. They will give a presentation via Zoom.

CONSENT AGENDA

1. Approval of 1/31/2022 Pre-Agenda Meeting Minutes
2. Approval of 2/1/2022 City Council Meeting Minutes
3. Approval of 2/28/2022 Pre-Agenda Meeting Minutes
4. Approval of 2/28/2022 Pre-Agenda Meeting Transcript
5. Approval of 3/14/2022 Pre-Agenda Meeting Minutes
6. Approval of 3/14/2022 Pre-Agenda Meeting Transcript
7. Approve Budget Transfers – Regular

8. Approve Budget Amendments – Regular (Increases)
9. Approve Payroll 4/8/22 \$637,969.07
10. Approve Payroll 4/15/22 \$397,970.11
11. Approve Mid-Warrant – 2021 21MWAPR1 \$808,075.53
12. Approve Warrant – 2022 22APR2 \$601,441.06

No comments.

MAYOR'S DEPARTMENT

Announcement: Resolution: In Memoriam Anthony J. "Skip" Scirocco 1948 – 2022

Mayor Kim advised there has been a suggestion to name the Music Hall after Skip Scirocco. This resolution can be amended to include that.

Commissioner Sanghvi stated there have been discussions and good ideas. She suggested further discussion before making a final decision.

Commissioner Moran suggested including the family in the decision.

Deputy Rella advised the idea of naming the Music Hall has been passed by the family.

Deputy O'Neill advised he spoke with the family and their preference is to name the Music Hall after Commissioner Scirocco.

Tony Izzo, city attorney, stated there is the option to keep the resolutions separate.

Discussion and Vote: Resolution Creating Commissioner of Public Works Search Committee

Mayor Kim stated that in individual discussions among the Council, they have decided to keep this in the public. Each commissioner will appoint a member to the search committee. The Council agreed to have John Franck chair the committee.

Discussion and Vote: Resolution Re: Interim DPW Agendas

Mayor Kim stated that given item 2, it will probably be about a month before a Commissioner of Public Works is in place. The Council believes, consistent with the Charter, the mayor can move forward with the Department of Public Works agenda items.

Discussion and Vote: Resolution – City Attorney

Mayor Kim stated this is to appoint Tony Izzo as the city attorney.

Discussion and Vote: Resolution Requesting State Legislation to Expand Residency Requirement for City Attorney

Mayor Kim stated Assemblywoman Woerner asked the City to provide her with this resolution. It will allow the City to expand the residency requirements to include all of Saratoga County. The city attorney is the only employee that is required to be a City resident. The Council wants it to be consistent with the deputy commissioners.

Set Public Hearing: UDO Amendment 1 – Remove Uses from Greenbelt

Mayor Kim stated a public hearing will be set for several amendments to the Unified Development Ordinance.

Set Public Hearing: UDO Amendment 2 – Land Use Boards Criteria for Greenbelt

Mayor Kim advised this amendment relates to the addition of actions taken by the land use boards.

Set Public Hearing: UDO Amendment 3 – Enhance Stream and Wetland Protections

Mayor Kim stated the City has wetlands that need to be protected.

Set Public Hearing: UDO Amendment 4 – Amend Land Disturbance Activity Permit

Mayor Kim stated this issue regulates how a landowner would have to come to the City to remove trees.

Discussion and Vote: Resolution in Support of NYS Crash Victims Rights & Safety Act

Mayor Kim stated there is a package of bills in front of the legislature that would allow the City to have more authority over our roads. This resolution supports that.

Discussion and Vote: Approval to Adopt Citizen Advisory Committee Recommendations 2022 CDBG Funding

Mayor Kim advised the CDBG Committee gave a presentation. This vote is to approve those recommendations.

Discussion and Vote: Accept \$10,000 Donation from Saratoga County Children's Committee

No comments.

Discussion and Vote: Accept \$5,500 Donation from Stewart's Holiday Match

No comments.

Discussion and Vote: Accept \$2,000 Donation from George and Martha Parker

No comments.

Discussion and Vote: Accept \$1,000 Donation from the Rotary Club of Saratoga Springs

No comments.

Discussion and Vote: Authorization for Mayor to Sign the 2022 State of New York Department of Health Renewal Application for a Permit to Operate Camp Saradac

Mayor Kim stated the next several items relate to the Recreation Department.

Discussion and Vote: Approval of 2022 Camp Saradac Trips and Programs

No comments.

Discussion and Vote: Authorization for Mayor to Sign the Saratoga Spa State Park Bus Permit Application

No comments.

Discussion and Vote: Authorization for Mayor to Sign the It's Climb Time, LLC Service Agreement

John Hirliman, director of the Recreation Department, stated this agreement is to allow a vendor to bring a portable rock wall on site.

Discussion and Vote: Authorization for the Mayor to Sign NYS DOH Renewal for Concession Stand

No comments.

Discussion and Vote: Authorization for Mayor to Sign the Pitney Meadows Community Farm Facilities Use Agreement

No comments.

Discussion and Vote: Authorization for Mayor to Sign the School & Group Running Practice and Training Permit Application

John Hirliman stated this permit is for the kids and family to utilize the state park for the Recreation Center's running program.

Mayor Kim added an item to his agenda: Discussion and Vote: Accept Donation of File Cabinets from Mayor Kim's Law Office.

ACCOUNTS DEPARTMENT

Announcement: Earth Day

Commissioner Moran stated to his knowledge, the City has never observed Earth Day. He would like to see the City continue to do something in the future as it relates to climate issues, water conservation, etc. By next year, there will be a formal and recognized program.

Announcement: Treetoga Event with Sustainable Saratoga

Commissioner Moran stated this event is happening April 30th. He would like to continue to raise awareness to this event.

Announcement: Grievance Class is May 10, 2022 and Grievance Day is May 24, 2022

Commissioner Moran stated the grievance training will be recorded and posted on line for future use. Commissioner Franck started the on-line assessment information and training.

Award of Bid: Extension of Laboratory Services to Pace Analytical Services, LLC formerly Known as CNA Environmental

Commissioner Moran advised the language of the agreement had to be changed as one company was purchased by the other.

Update: COVID and Planned City Activities

Commissioner Moran stated the numbers are increasing and there is a new variant that seems to be spreading rapidly. Commissioner Moran wants to continue to raise awareness about booster shots and make sure tests are being used.

Commissioner Moran added an item to the agenda to a Set Public Hearing regarding consumption and sale of alcohol on City property. It was a multi-step process to gain control over the outdoor dining

program. A change needs to be made everywhere in the code where it is mentioned. The intent is to add a carve-out for outdoor dining and not have to rely on a temporary program that may be in place with New York State. Congress Park would be exempt from this rule.

FINANCE DEPARTMENT

Update: Participatory Budgeting

No comments.

Update: City Finances

No comments.

Authorization for Mayor to Sign Agreement with Quadient for Postage Machine and Service

No comments.

Budget Transfers – Payroll

No comments.

Discussion and Vote: Budget Transfers – Contingency

No comments.

Commissioner Sanghvi added an item to her agenda: Discussion and Vote: Authorization for Mayor to Sign No Cost Extension Addendums to CivicPlus Agreements for City Web Services.

PUBLIC WORKS DEPARTMENT

Deputy Joe O'Neill presented the Public Works agenda.

Discussion and Vote: Authorization for Mayor to Sign Agreement with Greenridge Cemetery

No comments.

Proclamation: City of Saratoga Springs Arbor Week

No comments.

Discussion and Vote: Sustainable Saratoga Tree Donation

No comments.

Announcement: Milling and Paving Schedule

No comments.

Discussion and Vote: 2021 – 2022 MS4 Annual Report

No comments.

PUBLIC SAFETY DEPARTMENT

Announcement: Draft Ordinance on the Civilian Review Board

Commissioner Montagnino stated the ordinance has been posted and will be discussed at the public hearing. There will not be a vote to allow the public time to discuss.

Discussion and Vote: Authorization for Mayor to Sign Contract with Empire Ambulance

Commissioner Montagnino advised Empire Ambulance leases space at fire station #2. There will be an increase the monthly rent from \$3,000 per month to \$3,500 per month.

Discussion and Vote: Caroline Street School Traffic Safety Ordinance

Commissioner Montagnino advised this ordinance is to aid in the safety of the children who walk to Caroline Street School.

Discussion and Vote: Authorization for Mayor to Sign Affiliation Agreement with SUNY Cobleskill

Commissioner Montagnino advised this is for EMS training given to newly hired firefighters.

Discussion and Vote: Authorization for Mayor to Sign Contract with DeNooyer Chevrolet

Commissioner Montagnino advised this is for the purchase and equipping of a command car for the Fire Department.

Commissioner Montagnino added an item to his agenda: Discussion and Vote: Authorization for Mayor to Sign Two Applications with DOH Related to Fire Station #3. One is for the extension of the water supply and the second is for an extension of the sewer line.

SUPERVISORS

Matt Veitch

1. Saratoga County Live-Streaming Meetings and Technology Upgrades
2. Saratoga county facilities Study
3. Saratoga Casino Hotel Foundation
4. Remembering Commissioner Scirocco

Tara Gaston

1. COVID_19 Update
2. April Board of Supervisors' Meeting

ADJOURN

Mayor Kim adjourned the meeting at 9:29 a.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved: Vote:

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CITY OF SARATOGA SPRINGS CITY COUNCIL MEETING

PRELIMINARY AGENDA

April 18, 2022

Held at

474 BROADWAY

SARATOGA SPRINGS, NEW YORK 12866

PRESENT:

RON KIM, Mayor

DILLON MORAN, Commissioner of

Accounts

JAMES MONTAGNINO, Commissioner of

Public Safety

MINITA SANGHVI, Commissioner of

Finance

ANGELA RELLA, Deputy Mayor

HEATHER CROCKER, Deputy Commissioner

of Finance

JOE O'NEILL, Deputy Commissioner of

Public Works

JASON TETU, Deputy Commissioner of

Public Safety

1 JOHN HIRLIMAN, Administrative Director
2 of Recreation

3 TONY IZZO, City Attorney

4 STACY CONNORS, Deputy Commissioner of
5 Accounts

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MAYOR KIM: Okay. Great. So
Dillon, can you take roll, and then
we'll call the meeting to order?

COMMISSIONER MORAN: Absolutely.
We'll go once around the horn again.
Mayor Kim?

MAYOR KIM: Here.

COMMISSIONER MORAN: Excellent.
Mayor -- Commissioner Montagnino?

COMMISSIONER MONTAGNINO: Present.

COMMISSIONER MORAN: Commissioner
Sanghvi?

COMMISSIONER SANGHVI: I'm here.

COMMISSIONER MORAN: Commissioner
Moran is here, and -- and -- and
obviously, Commissioner Scirocco is not
with us.

MAYOR KIM: I'll call our -- our
agenda meeting to order. This is to
review the April 19th, City Council
meeting. We have several public
hearings to start out with the Civilian
Review Board, Community Development

Saratoga Springs City Council Meeting

1 Block Grant Recommendations, possible
2 amendments to the Unified Development
3 Ordinance, public hearing on our sister
4 city relationship with Chekhov, Russia,
5 the traffic control at Caroline Street
6 School, and then finally the Weibel
7 Avenue PUD Amendment. Then we do the
8 usual. We have two presentations,
9 mostly modern music festival, which is
10 gonna be -- I believe in June coming to
11 the city is going to do a -- a brief
12 presentation about their -- what they're
13 gonna be doing in the city. And then I
14 believe that clear government that's
15 something Minita's doing. Do you wanna
16 --

17 COMMISSIONER SANGHVI: That's right.
18 So we used to have a program called
19 OpenGov and then we have now moved to
20 ClearGov, and they help us understand
21 our budget and sort of it's -- it, you
22 know, to ensure more transparency in --
23 in our budgets. They're gonna be giving
24 us a presentation via Zoom and Lynn
25 (phonetic) has been running point on

Saratoga Springs City Council Meeting

1 this. That -- that's it from my end on
2 that.

3 MAYOR KIM: Great. Thank you.
4 Then we do not have any executive
5 sessions at this point. Then we move on
6 to the consent agenda. I don't know if
7 there's any questions about the consent
8 agenda at this point. Hearing none,
9 we'll move on to the Mayor's Department.
10 First is an announcement regarding a
11 resolution in -- in memory of Skip
12 Scirocco. One of the things I wanted to
13 bring up to each of you, since we don't
14 often get a chance to talk as a group,
15 there has been one suggestion to name
16 the music hall after Skip Scirocco. And
17 I don't know if there's any sort of
18 thoughts on that. We could amend this
19 resolution of course to -- to do that.
20 Any -- any thoughts?

21 COMMISIONER SANGHVI: I -- I think
22 -- I -- I think we've got a lot of
23 different ideas. I -- I think we should
24 explore all of them before we rush into
25 one. You know, the -- there was

Saratoga Springs City Council Meeting

1 supposed to be this park behind -- right
2 next to the City Center garage area, you
3 know, developing that park. And I mean,
4 like I said, there are lots of good
5 ideas, I think. Let's be a little more
6 deliberate instead of rushing into
7 naming something.

8 COMMISSIONER MORAN: I agree, and I
9 think we ought to also incorporate the
10 family into the conversation regardless
11 of the outcome, but I like that idea.

12 MAYOR KIM: Any -- any sentiment to
13 maybe actually ask the public to weigh
14 it in one of our City Council meetings.

15 COMMISSIONER MORAN: I'd ask the
16 family first personally.

17 MAYOR KIM: Okay. All right. Any
18 other thoughts? Hearing none --

19 DEPUTY MAYOR RELLA: And this is --
20 I'm sorry mayor, I think Deputy
21 O'Neill's on the phone, but I do think
22 that the use of call option has been run
23 by the family, so -- but --

24 COMMISSIONER MORAN: Oh. Excellent.

25 MAYOR KIM: Joe, have you -- do you

Saratoga Springs City Council Meeting

1 have any comments?

2 DEPUTY COMMISSIONER O'NEILL, III:

3 Yup. Mayor, I spoke with the family,
4 and the -- the Music Hall would be their
5 choice, if you were gonna name a
6 building after the Commissioner.

7 COMMISSIONER MORAN: Well, there you
8 go. Excellent.

9 MAYOR KIM: So why don't we do this
10 is -- we can -- we -- Deputy Rella, we
11 have time to sort of put -- to modify
12 this resolution. At this point, why
13 don't we do that if there's some
14 consensus on it and -- and run it by all
15 the City Council members? Tony we -- we
16 have some time before --

17 CITY ATTORNEY IZZO: And this --
18 and -- and you may wanna consider, I
19 mean, there's several options to do what
20 you can keep the memorium resolution
21 separate and do a different resolution
22 for the naming of whatever public
23 property you want. You could
24 incorporate into the same resolution.
25 You may wanna think about those two

Saratoga Springs City Council Meeting

1 options and -- and which one you would
2 prefer.

3 MAYOR KIM: Okay. Thanks. So why
4 don't we do that in -- and run it by the
5 City Council Members before the City
6 Council meeting tomorrow, if that works
7 for everybody. Next is a resolution
8 Creating a Search Committee to find a
9 replacement for Skip Scirocco. What
10 we've, I think, collectively decided in
11 individual discussions with the City
12 Council members is we wanna do this in -
13 - in the public. We wanna do this so
14 that people can essentially understand
15 our process and actually witness it. So
16 we're gonna -- and that resolution is
17 uploaded up on the website. Each of the
18 Commissioners will be appointing a
19 member to the Search Committee and they
20 will -- and then one of the -- and we've
21 all agreed jointly that John Frank who
22 was a long term City Council member
23 here, the Accounts Commissioner just
24 recently will chair the committee. My
25 third item is a resolution to allow me

Saratoga Springs City Council Meeting

1 as the mayor to offer the interim
2 agendas for the DPW Department. Given
3 item two and the process of selecting a
4 replacement, it will probably be about a
5 month before we have a Commissioner of
6 Public Works in place. And during that
7 time, obviously the Department wants to
8 move forward with their important
9 projects. And this is a way after
10 discussing with Tony that we believe is
11 consistent with the charter and to allow
12 me to move forward with those agenda
13 items that the -- the staff presents us
14 with. And of course we'll do that in
15 public, et cetera, et cetera. The
16 fourth item is discussion and vote on a
17 resolution for our city attorney and
18 that's to appoint Tony Izzo as the city
19 attorney not -- you know to -- we
20 originally appointed him as interim.
21 The fifth item is a resolution that
22 Carrie Woerner has asked us to provide
23 her. This would empower the -- the --
24 us to expand the residency requirement
25 for city attorney. Right now, oddly the

Saratoga Springs City Council Meeting

1 city attorney is pretty much the only
2 official -- well, employee that is
3 required to be a resident of Saratoga
4 Springs. And we wanna expand it to be
5 consistent with the -- the -- the Deputy
6 Commissioners and other posts that we
7 have in -- in City Hall. Our sixth item
8 is we're gonna set a public hearing to -
9 - regarding several amendments that the
10 City Council has reviewed individually.
11 One is to remove certain uses from the
12 Greenbelt, that's amendment one. The
13 second is we -- the -- there are
14 criteria for the Land Use Boards to take
15 certain actions that we'd like to put
16 into the UDO, and that's the -- the
17 second amendment. The third amendment
18 is to enhance the Stream and Wetland
19 Protections for the -- for a variety of
20 the Greenbelt areas. If you look at a
21 map of the city, we have a lot of
22 wetlands, and I think it is very
23 important for us to -- to protect those
24 and this amendment would -- would --
25 would do that, but we'd like public

Saratoga Springs City Council Meeting

1 comment on it before we implement it or
2 vote on it. The fourth amendment is
3 basically an issue that regulates how
4 any landowner would have to come to the
5 city to essentially remove trees and --
6 a -- a variety of other vegetation. And
7 that that's the fourth amendment. All
8 of these will be set as public hearings
9 so that we can get full comment from the
10 public before the City Council acts on
11 any of them. There is -- the 10th item
12 is there's a package of bills that is in
13 front of the State legislature right now
14 that would enhance our ability as a City
15 Council to deal with various traffic
16 control measures that we currently don't
17 have the power to do. And that's Item
18 ten. This will give us more authority
19 over our -- our -- our own roads in
20 terms of speed limits, et cetera, et
21 cetera. And the resolution is to
22 support that. The 11th item is we've
23 had a presentation from our CDBG
24 Committee, and we've had public
25 hearings, and now this is a -- a

Saratoga Springs City Council Meeting

1 discussion and vote to approve those
2 recommendations. The -- the 12th item
3 is to accept a donation from Saratoga
4 County Children's Committee. And the
5 fifth is also from Stewart's. We also
6 have the 14th item is also a donation
7 from George and Martha Parker. And the
8 15th is also one from the Rotary Club.
9 The next several items have to do with
10 our Rec Department. We have
11 authorization for the mayor to sign a
12 renewal application with the New York
13 Department of Health for Camp Saradac.
14 And then we also have to approve their
15 trips and programs. That's number 17.
16 18 is to sign the State Park Bus Permit.
17 So basically all these are gearing up
18 for our Camp Saradac this year. The
19 19th item is to -- is actually, John, I
20 know you're on the line, can you comment
21 about the 19th? I'm not actually sure.
22 What -- what I know it's related to some
23 of the other Rec' Department activities,
24 but do you have any input on that one?

25 ADMINISTRATIVE DIRECTOR HIRLIMAN:

Saratoga Springs City Council Meeting

1 Yes. Good morning. So Number 19 is
2 authorization for the mayor to sign the
3 It's Climb Time, LLC Service Agreement.
4 This is to bring a vendor on site, and
5 they provide a portable rock wall for
6 the kids to use for a day at Camp
7 Saradac.

8 MAYOR KIM: Great. Thanks. And
9 then the 20th is for the concession
10 stand, I guess New York State DOT -- we
11 have to renew that with New York State
12 DOT.

13 ADMINISTRATIVE DIRECTOR HIRLIMAN:
14 That's DOH, mayor.

15 MAYOR KIM: DOH. I'm sorry.

16 ADMINISTRATIVE DIRECTOR HIRLIMAN:
17 Yup. Sorry.

18 MAYOR KIM: Thank you. And then we
19 have a facility's use agreement with
20 Pitney Meadows, that's 21. And then the
21 22 is for -- actually, John, why don't
22 you go over that one too? I didn't get
23 a chance to take a look at that one.

24 ADMINISTRATIVE DIRECTOR HIRLIMAN:
25 Great. It's authorization for the mayor

Saratoga Springs City Council Meeting

1 to sign the School and Group Running
2 Practice and Training Permit
3 Application. This is with the State
4 Park for our kids and families over the
5 summertime. We utilize the State Park
6 for our free running program, and this
7 is just an application to let them know
8 our dates, times, when we'll be there,
9 and there's no fee associated with it.

10 MAYOR KIM: Thank you, John. I'm -
11 - I'm adding a 23, sorry, we're being so
12 long-winded from the Mayor's Office, but
13 it a discussion and vote to accept the
14 donation of some -- some file cabinets
15 from my laws. We're moving my law
16 offices and we have some surplus file
17 cabinets that we'd like to donate to the
18 city. In particular, the Mayor's Office
19 doesn't have any storage spaces. We
20 don't have any closet and stuff and so
21 we'd like to use those for the -- for
22 our offices and I'll send around
23 pictures of them, they'll be posted, so
24 you'll understand what we're donating,
25 but we're -- we're just essentially

Saratoga Springs City Council Meeting

1 asking for permission to donate those to
2 the city. So that concludes my agenda.
3 I don't know if there are any questions
4 about anything?

5 COMMISSIONER MORAN: Will you need
6 a -- a rest break in the middle of that
7 agenda Mr. Mayor: (Unintelligible)
8 agenda.

9 MAYOR KIM: Yeah, I -- I think I'll
10 need at least the -- yes, definitely.
11 So hopefully it'll -- it'll -- it'll
12 move quickly, but -- so our next agenda
13 is the Accounts Department.
14 Commissioner Moran, would you like to
15 move forward on that?

16 COMMISSIONER MORAN: Thank you,
17 mayor. Just a -- a -- a -- a couple of
18 announcements. First one, Earth Day.
19 Unfortunately, we did not have the
20 opportunity to put as much time into
21 Earth Day as I had hoped from a special
22 event standpoint. The city's actually
23 never to the degree that I can determine
24 officially observed Earth Day, and
25 simply I want to bring people together.

Saratoga Springs City Council Meeting

1 We have tons of groups, obviously, that
2 are focused on a variety of issues that
3 impact this. And I would like to see us
4 permanently doing something in the
5 future where, you know, whether it's at
6 the Farmer's Market or whatever location
7 might be appropriate, bring these groups
8 together, start to focus on what we can
9 do locally, as it relates to climate
10 issues, energy usage issues, what have
11 you, water conservation. And I think
12 that there's things that the city can do
13 as well as we're doing advocacy work
14 for, obviously, inclusion of electric
15 charging stations of the work that our
16 Water Department does. They can do
17 water testing, different things. I
18 think that we can just expose the
19 community to the -- the things that we
20 do as government and things that -- the
21 things that are -- are obviously our
22 community groups do. So that the point
23 of that is -- is really just to focus
24 people on that -- on that event. The
25 fact that we are going to, you know,

Saratoga Springs City Council Meeting

1 broaden it out and by next year, we'll
2 have a very formal and recognized
3 program associated with Earth Day. Next
4 agenda is in line with that. The
5 Treetoga event is coming up on the 30th.
6 Commissioner Scirocco used to kind of
7 lead the effort with this group. And,
8 you know, in doing so we have won awards
9 related to our treescape. And yet our -
10 - our urban forest is still under attack
11 because of the powers of development.
12 We see how strong the advocacy is about
13 trees in our city, and I'm very grateful
14 for that. And so I just wanna continue
15 to raise awareness of this event. I've
16 been participating for over a decade.
17 I've been asked to now supervise one of
18 the installation crews and I believe
19 Mayor Kim has -- has agreed to come
20 along as well. But I fully intend to
21 share some words of recognition and
22 remembrance for Commissioner Scirocco,
23 you know, again for all the work that
24 he's done. Next in -- next item is just
25 an announcement. Our grievance -- our

Saratoga Springs City Council Meeting

1 grievance class is on May 10th, the 22nd
2 of 20 -- excuse me, it's on May 10,
3 2022. And our grievance -- our
4 Grievance Day itself is May 24, 2022.
5 What we will be doing this year in the
6 grievance training is we'll actually be
7 recording it and that will be posted
8 online for future use, you know, my
9 predecessor John Franck was the first
10 person to introduce online assessment
11 information. And with that he's brought
12 forward training and has made Grievance
13 Day something that is accessible to the
14 regular person without the need of legal
15 assistance. And we intend to fully, you
16 know, embrace that -- that message and
17 elevate it with, you know, more access
18 to training, more access to knowledge.
19 And so that -- that announcement will be
20 coming over the next couple of meetings
21 as well. We have an award of bid for
22 extension of laboratory services to Pace
23 Analytical formally known as CNA. I saw
24 the e-mail trail on that. I didn't
25 realize that they had been bought. But

Saratoga Springs City Council Meeting

1 I -- we have to change the -- the
2 language of our agreement because it's
3 not a subsidiary, they were just
4 completely consumed and so one
5 organization does not equal the other.
6 We can't put addendum on it and -- and
7 so that's the -- the issue related
8 there. Just a simple update on COVID
9 and obviously I think we all see the --
10 the increasing numbers. There is, you
11 know, a new variant out there that seems
12 to be rapidly spreading everywhere. I
13 know several people in major
14 metropolitan areas that have caught it.
15 It does appear to be, you know, cross
16 fingers, less variant, but suffices say,
17 obviously we still have people in our
18 community that have risk exposures and
19 vectors that will, you know, again, not
20 maybe have the best outcomes for them
21 and so just want to continue to raise
22 awareness about booster shots for folks
23 above 50. The fact that we have rapid
24 tests, and we should -- we should
25 continue to use them as a regular

Saratoga Springs City Council Meeting

1 everyday item. The last item I'm going
2 to add is a set public hearing. It's
3 not on the agenda right now, but it'll
4 be added after this. As you know it was
5 a multi-step process for us to gain
6 local control over the Outdoor Dining
7 Program and what I will be doing, and I
8 have to work with Tony, because I wanna
9 make sure I've hit every place where
10 it's mentioned within the code. But
11 fundamentally, the City of Saratoga
12 Spring says there's no consumption of
13 alcohol on city property or sale of
14 alcohol on city property. The casino in
15 Congress Park and the -- the Music Hall
16 being the -- the only areas that are
17 permitted. My intent would be to add
18 the carve out for outdoor dining such
19 that those folks can then apply for an
20 amended permit. And we do not have to
21 rely on what temporary ordinances may be
22 in place by the State facilitating that
23 program. Again, I think we all know
24 they're probably looking at 4 or 5
25 million dollars with the revenue

Saratoga Springs City Council Meeting

1 associated with this program. We need
2 to continue to support them,
3 particularly in light of what I just
4 shared about COVID. But the notion
5 would be outdoor dining and a special
6 use permit, right now, if you have an
7 event in the -- in the -- I wanna speak
8 with Public Works about this, but if you
9 have a wedding in the casino and you
10 wanted to do a champagne toast to out by
11 the -- the memorial or something like
12 that, I'd like to facilitate to able to
13 use that or do that but other than that,
14 Congress Park would be exempt. We're
15 not gonna have beer blasts in Congress
16 Park. There's not gonna be anything
17 like that. It's incongruous with the
18 use in the passive nature of Congress
19 Park. So this would really just
20 facilitate modern events. You know, a
21 lot of times at road races they'll wanna
22 have a beer at the end of the race,
23 those are the types of things that the
24 special use permit would facilitate
25 again every other community around lets

Saratoga Springs City Council Meeting

1 those things happen. And so the
2 contemplation is, is that we would under
3 certain auspices allow that as well. So
4 and I'll be adding that -- that again,
5 set public hearing as -- as -- as an
6 agenda item and I'm gonna be working
7 with Mr. Izzo on identifying exactly all
8 the areas that we -- that we need to
9 touch on the code. And that is my
10 agenda. Thank you.

11 MAYOR KIM: Thank you,
12 Commissioner. Now we'll move on to the
13 Finance Department and Commissioner
14 Sanghvi.

15 COMMISSIONER SANGHVI: Hi,
16 everybody. I'm gonna go through my
17 agenda. We have two announcements. One
18 is on Participatory Budgeting and the
19 second one is actually just an update on
20 our city finances, which is what I've
21 been doing from day one. The third is
22 an authorization for the mayor to sign
23 an agreement with Quadient for postage
24 machine and service. The fourth is
25 budget transfers for payroll. The fifth

Saratoga Springs City Council Meeting

1 is a discussion and vote on budget
2 transfers for contingency, and the sixth
3 item, I -- sorry, I will be adding one
4 more item to my agenda which will be the
5 sixth item which is a discussion and
6 vote and authorization for the mayor to
7 sign no cost extension addendums to
8 civic plus agreements for city web
9 services. So we are just extending the
10 expiration date. And again, there's no
11 cost to this addendum and that is my
12 agenda. Any questions?

13 MAYOR KIM: Hearing none. Thank
14 you, Commissioner. We can now go to the
15 Public Works Department. And Joe, can
16 you review that with the City Council?

17 DEPUTY COMMISSIONER O'NEILL III:
18 Yes, mayor, thank you. Under the
19 Department of Public Works agenda. Item
20 number one will be a discussion and
21 vote, authorization for mayor to sign an
22 agreement with Greenridge Cemetery.
23 Item number two will be a proclamation
24 City of Saratoga Springs Arbor Week.
25 Item number three, discussion and vote

Saratoga Springs City Council Meeting

1 Sustainable Saratoga Tree Donation.

2 Item number four an announcement,

3 Milling and Paving Schedule 2022. And

4 our final item, item number five,

5 discussion and vote 2021-2022 MS4 Annual

6 Report. That'll close out our agenda.

7 MAYOR KIM: Thank you. Our next is

8 Public Safety, Commissioner Montagnino.

9 COMMISSIONER MONTAGNINO: Thank

10 you, Mr. Kim. First item on the agenda

11 is announcement regarding the Draft

12 Ordinance on the Civilian Review Board,

13 that ordinance has been posted is

14 available for inspection. It'll be

15 discussed tonight at the public hearing

16 as well. There is no discussion and

17 vote just yet. I felt that there should

18 be an adequate opportunity for the

19 public to weigh in and for any changes

20 that need to be made to be done before

21 it's -- before there's a final version

22 that's proposed for discussion and vote.

23 Item number two, discussion and vote,

24 authorization for the mayor to sign a

25 contract with Empire Ambulance. Empire

Saratoga Springs City Council Meeting

1 Ambulance currently leases space at Fire
2 Station number two, this is an increase
3 in the monthly rent from 3,000 to
4 \$3,500. And the lease would run to the
5 end of the year. Item number three,
6 discussion and vote Caroline Street
7 School Traffic Safety Ordinance. Mr.
8 Izzo was kind enough to prepare the
9 draft. The ordinance that would
10 memorialize the modifications that were
11 made to aid the safety for the children
12 who walk to and from school at Caroline
13 Street School. Number four, discussion
14 and vote, authorization for the mayor to
15 sign affiliation agreement with SUNY
16 Cobleskill which deals with the EMS
17 training that is given to our newly
18 hired firefighters. Number five,
19 discussion and vote, authorization for
20 the mayor to sign a contract with
21 DeNooyer Chevrolet, this is for the
22 purchase and equipping of a command car
23 for the Fire Department. And there'll
24 be a sixth item added, which will be
25 authorization for the mayor to sign two

Saratoga Springs City Council Meeting

1 applications with the Department of
2 Health related to Fire Station number
3 three. One is for an extension of the
4 water supply from 5th Avenue around onto
5 Henning Road. And the other has to do
6 with similar extension of the sewer from
7 5th to Henning. And that completes the
8 Public Safety agenda.

9 MAYOR KIM: Thank you, Commissioner
10 Montagnino. Then -- and of course we
11 already have listed the supervisor's
12 agendas that -- is there anything that
13 we need to add, any questions about the
14 agenda meeting? Seeing none, I will
15 adjourn this, and we'll see you if not
16 sooner tomorrow night. Thanks
17 everybody.

18 COMMISSIONER MONTAGNINO: Thank you,
19 Mr. Mayor.

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Saratoga Springs City Council Meeting

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CERTIFICATION

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5

I, Hector Solomon, certify that

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the foregoing transcript is a

7

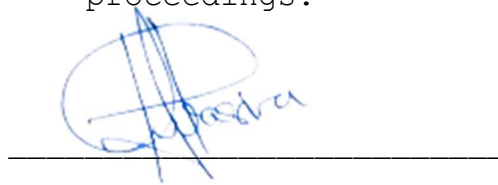
true and accurate record of the

8

proceedings.

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11

Hector Solomon

12

13 ANP Transcriptions

14 405 WEST 7TH STREET #507

15 CHARLOTTE, NC 28202

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17 Date: April 24, 2022

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April 4, 2022

CITY OF SARATOGA SPRINGS
City Council Pre-Agenda Meeting
474 Broadway
9:00 AM

PRESENT: Ron Kim, Mayor
Minita Sanghvi, Commissioner of Finance
Dillon Moran, Commissioner of Accounts
Jim Montagnino, Commissioner of Department of Public Safety

STAFF PRESENT: Angela Rella, Deputy Mayor
Heather Crocker, Deputy Commissioner, Finance
Stacy Connors, Deputy Commissioner, Accounts
Joe O'Neill, Deputy Commissioner, Department of Public Works
Jason Tetu, Deputy Commissioner, Department of Public Safety

EXCUSED: Anthony Scirocco, Commissioner of Department of Public Works

Matthew Veitch, Supervisor
Tara Gaston, Supervisor

CALL TO ORDER

Mayor Kim called the meeting to order at 9:03 a.m.

PUBLIC HEARING

1. Civilian Review Board - No comments.
2. Community Development Block Grant Recommendations – No comments.
3. Possible Amendments to Unified Development Ordinance (UDO) – No comments.
4. Caroline Street Traffic Control- No comments.
5. Weibel Avenue PUD Amendment- No comments.

PRESENTATION

1. Climate Smart Task Force – No comments.

CONSENT AGENDA

1. Approval of 3/15/2022 City Council Meeting Minutes
2. Approve Budget Transfers – Regular
3. Approve Budget Amendments – Regular (Increases)
4. Budget Amendments - Insurance
5. Approve Payroll 4/1/22 \$411,577.74
6. Approve Payroll 3/18/22 \$421,918.19
7. Approve Payroll 3/25/22 \$687,250.55

8. Approve Mid-Warrant – 2022 22MWMAR2 \$757,872.35
9. Approve Mid-Warrant – 2022 22MWMAR3 \$39,258.62
10. Approve Warrant – 2022 22APR1 \$704,501.29

No comments.

MAYOR'S DEPARTMENT

Announcement: Keith Kaplan Farewell as Chair of Zoning Board of Appeals

Mayor Kim stated after 14 years on the Zoning Board of Appeals, Keith Kaplan is retiring.

Announcement: Appointment of Chair of Zoning Board of Appeals

Mayor Kim advised Gage Simpson will become chair.

Announcement: Appointment to Ethics Board

Mayor Kim advised Susan Barden is being appointed as the staff person to the Ethics Board.

ACCOUNTS DEPARTMENT

Award of Bid: EMS Equipment and Service to Stryker Corporation

No comments.

Announcement: Relaunch of Special Events

Commissioner Moran stated he will be recognizing how well everyone worked together to hold chowder fest and an issue free day. There has been a lot of negativity and they need to focus on positivity.

Announcement: Update on Outdoor Dining

Commissioner Moran advised there were a couple upsets to things put in place but things are moving forward.

Discussion and Vote: Temporary Outdoor Dining Fee Schedule

Commissioner Moran advised a fee schedule will be brought forward.

Update: COVID and Planned City Activities

No comments.

FINANCE DEPARTMENT

Announcement: Participatory Budgeting

Commissioner Sanghvi advised this will be a pilot program in the first year.

Discussion and Vote: Resolution to Establish an Assignment for Participatory Budgeting

No comments.

Update: City Finances

Commissioner Sanghvi stated she will provide more updates on finance figures as she receives them.

Discussion and Vote: Finance Policy and Procedure Manual Updates: X. Payroll Preparation and Distribution and Timesheets; XXI. Paying Invoices

No comments.

Discussion and Vote: Approval to Pay Voucher Reimbursement to Kevin Kling in the Amount of \$52.98 for IT Costs Requiring Credit Card

No comments.

Discussion and Vote: Approval to Pay Mileage Reimbursement to Jeff Cornick in the Amount of \$31.36 for City Related Travel

No comments.

Discussion and Vote: Authorization for Mayor to Sign Agreement with Keeper Security, Inc. for Password Security Services

No comments.

Discussion and Vote: Budget Transfers – Benefits

No comments.

Discussion and Vote: Budget Transfers – Payroll

No comments.

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Contract with Palette Stone Corp. for Asphalt

No comments.

Discussion and Vote: Authorization for Mayor to Sign Change Order #2 with Jersen Construction Group to Provide Bypass Pumping and Misc. Site Work Activities for Raw Water Intake Project in the Amount of \$65,347.00

No comments.

Discussion and Vote: Approval to Pay Invoice #17202 to BPI Mechanical Service in the Amount of \$805.12

No comments.

Announcement: Debris Notice

No comments.

Announcement: Flushing Notice

No comments.

PUBLIC SAFETY DEPARTMENT

Commissioner Montagnino stated he will be adding an announcement of Station #3. If the Request for Proposal (RFP) is out for bid, he will advise of that, if not, he will explain the timetable.

Discussion and Vote: Authorization for Mayor to Sign Contract with Upstate Polygraph Services, LLC

Commissioner Montagnino advised this is for polygraph exams for those applying for the position of police officer.

Discussion and Vote: Authorization for Mayor to Sign Contract with Saratoga County EMS Council

Commissioner Montagnino advised this relates to training of EMTs for the County by our Fire Department.

Discussion and Vote: Authorization for Mayor to Sign Major Contract with Saratoga County

Commissioner Montagnino advised this contract is for COVID-19 services by our Fire Department.

Discussion and Vote: Authorization for Mayor to Sign Two Lease Agreement with Ricoh

Commissioner Montagnino advised this is for the rental of copy machines in the Public Safety Department.

Discussion and Vote: Authorization to Use 2021 Monies for Stryker Purchase

Commissioner Montagnino stated this is for the purchase of equipment for the Fire Department.

Discussion and Vote: Authorization for Mayor to Sign Agreement with Stryker

Commissioner Montagnino stated this equipment is for the Fire Department.

Mayor Kim advised the Ukrainian Council General has contacted the City of Saratoga Spring asking the City to terminate the relationship with Chekhov Russia. His inclination is to set a public hearing prior to taking any formal City Council action. A public hearing can be set for next meeting to seek input from the public. He wanted to get a sense from the Council how to move forward with this.

Commissioner Sanghvi stated she wants to hear what the public has to say. The Council would be better informed on the situation.

Commissioner Montagnino stated they need to hear the feelings of the people. He can see an internal conflict, as they have no 'beef' with the Russian people, it's the Russian government. Severing ties sends an important message.

Commissioner Moran stated he completely agrees.

Mayor Kim advised he will add to the agenda to set public hearing to terminate the agreement with Chekhov Russia.

ADJOURN

Mayor Kim adjourned the meeting at 9:18 a.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:

DRAFT

CITY OF SARATOGA SPRINGS CITY COUNCIL MEETING

PRELIMINARY AGENDA

April 4, 2022

Held at

474 BROADWAY

SARATOGA SPRINGS, NEW YORK 12866

PRESENT:

RON KIM, Mayor

DILLON MORAN, Commissioner of

Accounts

MINITA SANGHVI, Commissioner of

Finance

JAMES MONTAGNINO, Commissioner of

Public Safety

ANGELA RELLA, Deputy Mayor

HEATHER CROCKER, Deputy Commissioner

of Finance

JOSEPH J. O'NEILL, III, Deputy

Commissioner of Public Works

STACY CONNORS, Deputy Commissioner of

1 Accounts

2 MAYOR KIM: Let's call the meeting
3 to order and Commissioner Moran can you
4 do a roll call?

5 COMMISSIONER MORAN: Yup. Mayor
6 Kim?

7 MAYOR KIM: Here.

8 COMMISSIONER MORAN: Commissioner
9 Sanghvi.

10 COMMISSIONER SANGHVI: I'm here.

11 COMMISSIONER MORAN: Commissioner
12 Montagnino.

13 COMMISSIONER MONTAGNINO: Yo.

14 COMMISSIONER MORAN: Commissioner
15 Scirocco, I believe is absent, and
16 Commissioner Moran is present.

17 MAYOR KIM: Thank you,
18 Commissioner. I'm just gonna go through
19 the -- call the meeting to order. It's
20 9:04. For public hearings for the April
21 5th meeting, we have the Civilian Review
22 Board as the first hearing, then next is
23 the Community Development Block Grant
24 Recommendations. After that, we've

1 Saratoga Springs City Council Meeting
2 asked the public to comment on possible
3 amendments to the Unified Development
4 Ordinance that was passed last City
5 Council meeting. The next is the Public
6 Hearing on Traffic Control at the
7 Caroline Street School. And the final
8 is the Weibel Avenue PUD Amendment. The
9 public hearings by the way, start at
10 6:30. Then we go through our usual roll
11 call, et cetera. There's a public
12 comment period for 15 minutes, and then
13 we have one presentation for the Climate
14 Smart Task Force. Anyone else have any
15 presentations to add at this point?
16 Hearing none, we move on to the consent
17 agenda and I'll ask, is there any
18 additions to the consent agenda by the
19 City Council members? Hearing none,
20 I'll move on to our agenda. The Mayor's
21 Department, we have an announcement that
22 Keith Kaplan is -- is after 14 years
23 incredible tenure, the Zoning Board of
24 Appeals is -- is -- is passing the
25 baton, so to speak, and is retiring from
 the Board. The next in that is the

Saratoga Springs City Council Meeting
announcement of our chair of the Zoning
Board of Appeals and that's Gage
Simpson, who's been on the Board several
years now. And then we're also making
an appointment to the Ethics Board that
is our staff person, Susan Barden, who
has graciously agreed to come on board
now that Kevin Kling has retired. So
those are the items on the Mayor's
Department agenda. I'll pass it over to
the Accounts Commissioner for his
agenda.

DEPUTY MAYOR RELLA: Excuse me,
mayor, before you do that. I think we
have a --

MAYOR KIM: I don't wanna include
anything at this point, Angela.

DEPUTY MAYOR RELLA: Okay.

MAYOR KIM: We'll -- we'll -- we'll
-- we may add some -- a few things that
-- and we'll sort of add, inform the
City Council.

DEPUTY MAYOR RELLA: Okay. Thanks.

COMMISSIONER MORAN: Okay. Great.
Very brief, this week we have an award

Saratoga Springs City Council Meeting
bid for EMS equipment and service to
Stryker Corporation. I'm going to have
essentially just an announcement about
the relaunch of our special events in
recognition of just how well everyone
worked together to -- to pull off the
Chowder Fest, it's been two years and to
have all of our departments come
together, that the way that they did and
have really an issue free day with
30,000 people and all the roads shut
down, somehow the world didn't stop
turning, somehow there wasn't blood on
the streets. I -- I really look at that
as -- as being a reflection of the work
that we're doing together. And -- and
it's a good reflection on not only us,
but -- but our constituents and everyone
who came out, you know, there's been a
lot of negativity and I think we need to
start being positive about the things
that are going well and -- and
advocating and putting that message out
to the community. So that's gonna be
very much a thank to everyone, and

Saratoga Springs City Council Meeting
that's how that will roll. I'm gonna
give an announcement on outdoor dining.
As you know, there have been a couple of
upsets to the plan that was already put
in place. Those issues have been
resolved. We'll be moving forward. I
appreciate the Department of Public
Works and -- and rather Commissioner
Scirocco who is interested in continuing
to try and support this. It's very
touching and it just goes to show you
what a great person he is. Next item is
discussion and vote. We have our fee
schedule presented and so we'll be
bringing that forward. And last bit is
just a COVID update. And that will be
the completion of my agenda this week.

MAYOR KIM: Sorry about that. I
was talking to myself. Thanks,
Commissioner Moran. Now we'll go to
Commissioner Sanghvi for the Finance
Department agenda.

COMMISSIONER SANGHVI: Yes. Hi
everybody. Can you hear me fine? Okay.
All right. I have nine items on the

1 Saratoga Springs City Council Meeting
2 finance agenda. I do wanna say that
3 Megan and I, our families are thinking
4 of the Scirocco family and wishing them
5 the best. They are in our thoughts and
6 prayers. And now I'll get to my agenda.
7 Sorry, give me a second, it's right
8 here. So we have an announcement on
9 participatory budgeting. It's gonna be
10 a pilot program in the first year. We
11 have a discussion and vote on the
12 resolution to establish an assignment
13 for participatory budgeting. We have an
14 update on city finances, which is what
15 I've been doing every meeting. So it's
16 basically just the same with new updates
17 on finance figures as we get them. We
18 have a discussion and vote on finance
19 policy and procedure manual,
20 specifically regarding payroll
21 distribution, payroll preparation
22 distribution and time sheets, as well as
23 paying invoices. There is a discussion
24 and vote to an approval to pay voucher
25 reimbursement to Kevin Kling in the
 amount of \$52.98 cents for IT costs that

Saratoga Springs City Council Meeting
1 required a credit card. There's a
2 discussion and vote and approval to pay
3 mileage reimbursement to Jeff Cornick in
4 the amount of \$31.36 cents for city
5 related travel. There's a discussion
6 and vote and authorization for the mayor
7 to sign agreement with Keeper Security
8 Incorporated for password security
9 services. There's a discussion and vote
10 on budget transfers with benefits and a
11 discussion and vote with budget
12 transfers for payroll. That is the end
13 of the finance agenda.

14 MAYOR KIM: Thank you, Commissioner
15 Sanghvi. Next, we'll move on to the
16 Public Works agenda and Joe O'Neill.

17 DEPUTY COMMISSIONER O'NEILL, III:
18 Yep. Thank you, mayor. Item number one
19 will be a discussion and vote
20 authorization for the mayor to sign a
21 contract with Palette. Item number
22 two, discussion and vote authorization
23 for mayor to sign a change order with
24 Jersen Construction, who have been
25 working at the water treatment plant on

Saratoga Springs City Council Meeting
the Raw Water Intake Project. Item

number three, discussion and vote
approve to pay invoice with BPI
Mechanical. And then we're just gonna
have two announcements on our agenda.
One for debris pickup, and a flushing
notice about the water distribution
system and that'll end our agenda.

MAYOR KIM: Thank you, Joe. I
appreciate that. Please send our best
to Commissioner Scirocco, as
Commissioner Sanghvi mentioned, we are
all thinking about him, and our thoughts
and prayers are with him and his family.
Next we'll move on to the Public Safety
agenda, Commissioner Montagnino.

COMMISSIONER MONTAGNINO: Thank
you, Mr. Mayor. I would like to begin
the agenda with something not on there
at the moment. I'd just like to have an
announcement as to the status of station
three. I believe that by the time of
our council meeting, we'll be able to
announce that the RFPs are out for --
for bidding. If that is the case, then

Saratoga Springs City Council Meeting

I'd like to be able to announce that and
if not, I'd like to explain what the
timetable would be. The other six
items, discussion and vote authorization
for the mayor to sign a contract with
Upstate Polygraph Services. These are
for the polygraph examinations done for
those applying for the position of
police officer. Discussion and vote
authorization of the mayor to sign a
contract with Saratoga County EMS
Council. This has to do with training
of EMTs for the county by our fire
department. Discussion and vote
authorization for mayor to sign a major
contract with Saratoga County. This
relates to COVID-19 services by the fire
department and EMS Services. Discussion
and vote authorization for the mayor to
sign two lease agreements with Ricoh.
This has to do with copy machines in the
Public Safety Department. Discussion
and vote authorization for --
authorization to use 2021 budget monies
for Stryker purchases. These -- these

Saratoga Springs City Council Meeting
1 involve purchases of equipment for the
2 fire department air packs and the like,
3 and a discussion and vote authorization
4 for the mayor to sign agreement with
5 Stryker. That's the same company that
6 supplies us with necessary equipment for
7 the fire department on a going forward
8 basis. And that's the extent of our
9 agenda.

10 MAYOR KIM: Thank you, Commissioner
11 Montagnino. I wanted to take a second
12 to ask the council what they thought
13 about this issue. We've been contacted
14 by the council at the Ukrainian Council
15 General. This happened literally, I
16 think it was Friday and Angela can
17 certainly add in if I'm missing any
18 facts. They've asked us, we have a
19 prior sister city relationship with
20 Chekhov, Russia. They have asked us to
21 sort of terminate that relationship. My
22 inclination is of course, you know, we
23 all are concerned about what's happening
24 in -- in Ukraine and are horrified at,
25 you know, the actions by Russia. My

Saratoga Springs City Council Meeting
1 inclination is to set a public hearing
2 on this prior to taking any sort of
3 formal City Council action. And I just
4 wanted to see, get a sense of -- so --
5 so that one of the agenda items that we
6 would add would be public caring for the
7 next City Council meeting to -- to
8 solicit, you know, input from our
9 community. There was a decision -- this
10 goes back to, I think the 2000s, I
11 believe it was Mayor Klotz who initiated
12 the relationship with Chekhov. And I
13 even think there was an exchange. I
14 don't know, don't quote me on that, but
15 I think there was even some kind of
16 exchange. But I wanted to get a sense
17 of the council, if we would want to just
18 actually move on this recommendation, I
19 would distribute the letter, of course,
20 to all the City Council members, or
21 would you prefer to have a city -- a
22 public hearing to elicit input, which
23 would of course, you know, move this to
24 the next City Council meeting. Any --
25 any sense of that from people?

Saratoga Springs City Council Meeting

1 COMMISSIONER SANGHVI: I think we
2 should hear what the public has to say
3 before we make this decision. I think
4 that makes sense. A lot of people may
5 be invested in both sides and hearing
6 about it is only gonna make us better
7 informed on the situation.

8 MAYOR KIM: Anyone else?

9 COMMISSIONER MONTAGNINO: I agree
10 wholeheartedly with the sentiment
11 expressed by Commissioner Sanghvi. I
12 think we do need to hear what the
13 feelings of the people are. Personally,
14 I can see a -- an internal conflict and
15 that being, we really have no beef with
16 the Russian people. It's the Russian
17 government and the decisions that have
18 been made by -- by Putin. It's not the
19 citizens of our sister city that we have
20 any complaint with. So certainly the
21 decision to sever or maintain ties is an
22 important one because it does send a
23 message. I know that we are united in
24 our support of Ukraine, and I would like
25 to hear what the people have to say

Saratoga Springs City Council Meeting
about this issue.

MAYOR KIM: Thank you.

Commissioner Moran?

COMMISSIONER MORAN: Yeah, I
completely agree.

MAYOR KIM: So I will add to the
mayor's agenda to set a public hearing
on the request from the Ukrainian
Council General to terminate our
relationship with Chekhov and -- and
we'll hear from the public next City
Council meeting, but I appreciate that
input. So that's all I had. And I
don't know if there's any other
additions, changes to the agenda for any
other City Council members, but I think
we can adjourn if not. Anything else
from anyone? Great. So we can adjourn.
It's now 9:18 and thanks -- thanks
everyone for attending. I appreciate
it.

(End of audio)

Saratoga Springs City Council Meeting

CERTIFICATION

I, Hector Solomon, certify that the
foregoing transcript is a true and
accurate record of the proceedings.



Hector Solomon

ANP Transcriptions

135 WEST MOREHEAD STREET UNIT 11

CHARLOTTE, NC 28202

Date: April 15, 2022

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2

DRAFT

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NY

WHEREAS, the Committee on Outdoor Dining has reviewed the following applications for Temporary Outdoor Seating Areas, and has submitted the same to this City Council for approval, and

NOW THEREFORE BE IT RESOLVED, that upon further review and due consideration, this City Council hereby approves the following applications for Temporary Outdoor Seating Areas:

Flatbread Social

Hamlet & Ghost

Henry Street Taproom

Osteria Danny

Phila Fusion

Pint Sized

Scallions

Solevo Kitchen & Social

Sushi Thai

Sweet Mimi's

Whole Harvest

Approved:

04/28/2022 16:25
u238

CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1
bgamdent

| 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 | 05 | 3 | 05/03/2022 | BUDGET | CCM 050322 | BUA | TRANS-REG | 1 | 1 | |
| 1 | A3031594 54610 | | SENIOR CENTER | | REPAIRS & MAINTENANCE BUILDING | | | 6,500.00 | 500.00 | 7,000.00 |
| | A -30-3-1590-4-54610 - | | | | COVER DEFICITS | | | 05/03/2022 | | |
| 2 | A3031594 54720 | | SENIOR CENTER | | SERVICE CONTRACTS - PROF SERV | | | 5,000.00 | -500.00 | 4,500.00 |
| | A -30-3-1590-4-54720 - | | | | COVER DEFICITS | | | 05/03/2022 | | |
| 3 | A3567144 54330 | 3000 | RECREATION EXPENSES | CS | REPAIRS & MAINTENANCE EQUIPMEN | | | 2,500.00 | 2,000.00 | 4,500.00 |
| | A -35-6-7140-4-54330 -3000 | | | | COVER DEFICITS | | | 05/03/2022 | | |
| 4 | A3567144 54510 | 3000 | RECREATION EXPENSES | CS | REPAIRS & MAINTENANCE VEHICLE | | | 6,500.00 | -2,000.00 | 4,500.00 |
| | A -35-6-7140-4-54510 -3000 | | | | COVER DEFICITS | | | 05/03/2022 | | |
| 5 | A3031624 54610 | | CITY HALL | CS | REPAIRS & MAINTENANCE BUILDING | | | 32,214.70 | 500.00 | 32,714.70 |
| | A -30-3-1620-4-54610 - | | | | COVER DEFICITS | | | 05/03/2022 | | |
| 6 | A3031624 54110 | | CITY HALL | CS | OFFICE SUPPLIES | | | 1,500.00 | -500.00 | 1,000.00 |
| | A -30-3-1620-4-54110 - | | | | COVER DEFICITS | | | 05/03/2022 | | |
| 7 | A3031624 54610 | | CITY HALL | CS | REPAIRS & MAINTENANCE BUILDING | | | 32,214.70 | 800.00 | 33,014.70 |
| | A -30-3-1620-4-54610 - | | | | COVER DEFICITS | | | 05/03/2022 | | |
| 8 | A3031624 54110 | | CITY HALL | CS | OFFICE SUPPLIES | | | 1,500.00 | -800.00 | 700.00 |
| | A -30-3-1620-4-54110 - | | | | COVER DEFICITS | | | 05/03/2022 | | |
| 9 | A3031624 54610 | | CITY HALL | CS | REPAIRS & MAINTENANCE BUILDING | | | 32,214.70 | 3,500.00 | 35,714.70 |
| | A -30-3-1620-4-54610 - | | | | COVER DEFICITS | | | 05/03/2022 | | |
| 10 | A3031624 54720 | | CITY HALL | CS | SERVICE CONTRACTS - PROF SERV | | | 16,733.00 | -3,500.00 | 13,233.00 |
| | A -30-3-1620-4-54720 - | | | | COVER DEFICITS | | | 05/03/2022 | | |
| 11 | A3567174 54510 | 3000 | INDOOR RECREATION FACILITY | C | REPAIRS & MAINTENANCE VEHICLE | | | 839.78 | 750.00 | 1,589.78 |
| | A -35-6-7171-4-54510 -3000 | | | | COVER DEFICITS | | | 05/03/2022 | | |
| 12 | A3567174 54610 | 3000 | INDOOR RECREATION FACILITY | C | REPAIRS & MAINTENANCE BUILDING | | | 26,424.85 | -750.00 | 25,674.85 |
| | A -35-6-7171-4-54610 -3000 | | | | COVER DEFICITS | | | 05/03/2022 | | |
| 13 | A3567194 54510 | 3000 | ICE RINKS | CS | REPAIRS & MAINTENANCE VEHICLE | | | 7,500.00 | 500.00 | 8,000.00 |
| | A -35-6-7181-4-54510 -3000 | | | | COVER DEFICITS | | | 05/03/2022 | | |
| 14 | A3567194 54180 | 3000 | ICE RINKS | CS | OTHER SUPPLIES | | | 7,000.00 | -500.00 | 6,500.00 |
| | A -35-6-7181-4-54180 -3000 | | | | COVER DEFICITS | | | 05/03/2022 | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | | |

04/28/2022 16:25
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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
bgamdent

CLERK: u238

| YEAR PER JNL | SRC ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T OB | DEBIT | CREDIT |
|-------------------|---------------------|------------|-----------|--------|-------|--------|--------------------------------|-------|----------|----------|
| 2022 | 5 | 3 | | | | | | | | |
| BUA | A3031594-54610 | 05/03/2022 | TRANS-REG | BUDGET | CCM | 050322 | REPAIRS & MAINTENANCE BUILDING | 5 | 500.00 | |
| | | | | | | | COVER DEFICITS | | | |
| BUA | A3031594-54720 | 05/03/2022 | TRANS-REG | BUDGET | CCM | 050322 | SERVICE CONTRACTS - PROF SERV | 5 | | 500.00 |
| | | | | | | | COVER DEFICITS | | | |
| BUA | A3567144-54330-3000 | 05/03/2022 | TRANS-REG | BUDGET | CCM | 050322 | REPAIRS & MAINTENANCE EQUIPMEN | 5 | 2,000.00 | |
| | | | | | | | COVER DEFICITS | | | |
| BUA | A3567144-54510-3000 | 05/03/2022 | TRANS-REG | BUDGET | CCM | 050322 | REPAIRS & MAINTENANCE VEHICLE | 5 | | 2,000.00 |
| | | | | | | | COVER DEFICITS | | | |
| BUA | A3031624-54610 | 05/03/2022 | TRANS-REG | BUDGET | CCM | 050322 | REPAIRS & MAINTENANCE BUILDING | 5 | 500.00 | |
| | | | | | | | COVER DEFICITS | | | |
| BUA | A3031624-54110 | 05/03/2022 | TRANS-REG | BUDGET | CCM | 050322 | OFFICE SUPPLIES | 5 | | 500.00 |
| | | | | | | | COVER DEFICITS | | | |
| BUA | A3031624-54610 | 05/03/2022 | TRANS-REG | BUDGET | CCM | 050322 | REPAIRS & MAINTENANCE BUILDING | 5 | 800.00 | |
| | | | | | | | COVER DEFICITS | | | |
| BUA | A3031624-54110 | 05/03/2022 | TRANS-REG | BUDGET | CCM | 050322 | OFFICE SUPPLIES | 5 | | 800.00 |
| | | | | | | | COVER DEFICITS | | | |
| BUA | A3031624-54610 | 05/03/2022 | TRANS-REG | BUDGET | CCM | 050322 | REPAIRS & MAINTENANCE BUILDING | 5 | 3,500.00 | |
| | | | | | | | COVER DEFICITS | | | |
| BUA | A3031624-54720 | 05/03/2022 | TRANS-REG | BUDGET | CCM | 050322 | SERVICE CONTRACTS - PROF SERV | 5 | | 3,500.00 |
| | | | | | | | COVER DEFICITS | | | |
| BUA | A3567174-54510-3000 | 05/03/2022 | TRANS-REG | BUDGET | CCM | 050322 | REPAIRS & MAINTENANCE VEHICLE | 5 | 750.00 | |
| | | | | | | | COVER DEFICITS | | | |
| BUA | A3567174-54610-3000 | 05/03/2022 | TRANS-REG | BUDGET | CCM | 050322 | REPAIRS & MAINTENANCE BUILDING | 5 | | 750.00 |
| | | | | | | | COVER DEFICITS | | | |
| BUA | A3567194-54510-3000 | 05/03/2022 | TRANS-REG | BUDGET | CCM | 050322 | REPAIRS & MAINTENANCE VEHICLE | 5 | 500.00 | |
| | | | | | | | COVER DEFICITS | | | |
| BUA | A3567194-54180-3000 | 05/03/2022 | TRANS-REG | BUDGET | CCM | 050322 | OTHER SUPPLIES | 5 | | 500.00 |
| | | | | | | | COVER DEFICITS | | | |
| JOURNAL 2022/05/3 | | | | | | | | TOTAL | .00 | .00 |

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3
bgamdent

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

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

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1
bgamdent

| LN | ORG | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION | EFF DATE | PREV BUDGET | BUDGET CHANGE | AMENDED BUDGET | ERR |
|----------|----------|--------------------|--------|-----------------|---|----------|-------------|---------------|----------------|-----|
| | ACCOUNT | | | | LINE DESCRIPTION | | | | | |
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY | AMEND | | | |
| 2022 | 05 | 2 05/03/2022 | BUDGET | CCM 050322 | BUA AMEND-INS | 1 | 2 | | | |
| 1 | A095 | 42680 | | | ACCOUNTS SALE OF PROP & COMP INSURANCE RECOVERY | | .00 | -5,570.00 | -5,570.00 | |
| | A | -09-5-0000-0-42680 | - | | TRAVELERS AUDIT REIMB | | 05/03/2022 | | | |
| 2 | A3051414 | 54573 | | | COMM OF ACCOUNTS CS | | 198,348.85 | 5,570.00 | 203,918.85 | |
| | A | -30-5-1410-4-54573 | - | | RISK-SAFETY PROGRAMMING | | | | | |
| | | | | | TRAVELERS AUDIT REIMB | | 05/03/2022 | | | |
| | | | | | ** JOURNAL TOTAL | | | 0.00 | | |

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
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| YEAR PER | JNL | | | | | ACCOUNT DESC | T OB | DEBIT | CREDIT |
|--------------------|------------|-----------|--------|-------|--------|--------------------------------|------|----------|----------|
| SRC ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | LINE DESC | | | |
| 2022 5 2 | | | | | | | | | |
| BUA A095-42680 | | | | | | INSURANCE RECOVERY | 5 | | 5,570.00 |
| | 05/03/2022 | AMEND-INS | BUDGET | CCM | 050322 | TRAVELERS AUDIT REIMB | | | |
| BUA A3051414-54573 | | | | | | RISK-SAFETY PROGRAMMING | 5 | 5,570.00 | |
| | 05/03/2022 | AMEND-INS | BUDGET | CCM | 050322 | TRAVELERS AUDIT REIMB | | | |
| | | | | | | | | .00 | .00 |
| BUA A-2960 | | | | | | APPROPRIATIONS | | | 5,570.00 |
| | 05/03/2022 | AMEND-INS | BUDGET | CCM | 050322 | | | | |
| BUA A-1510 | | | | | | ESTIMATED REVENUES | | 5,570.00 | |
| | 05/03/2022 | AMEND-INS | BUDGET | CCM | 050322 | | | | |
| | | | | | | SYSTEM GENERATED ENTRIES TOTAL | | 5,570.00 | 5,570.00 |
| | | | | | | JOURNAL 2022/05/2 TOTAL | | 5,570.00 | 5,570.00 |

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3
bgamdent

| FUND | ACCOUNT | YEAR | PER | JNL | EFF | DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|------|--------------|------|-----|-----|------------|------|---------------------|----------|----------|
| A | GENERAL FUND | 2022 | 5 | 2 | 05/03/2022 | | | | |
| | A-1510 | | | | | | ESTIMATED REVENUES | 5,570.00 | |
| | A-2960 | | | | | | APPROPRIATIONS | | 5,570.00 |
| | | | | | | | FUND TOTAL | 5,570.00 | 5,570.00 |

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

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|P      1
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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 | 05 | 4 | 05/03/2022 | BUDGET | CCM 050322 | BUA | AMEND-REG | 1 | 2 | |
| 1 | A103 | 42705 | MISCELLANEOUS | LOCAL SOURCES | GIFTS AND DONATIONS | | | -3,000.00 | -250.00 | -3,250.00 |
| | A | -10-3-0000-0-42705 | - | | VETS WALK BIRCK DONATION | | 05/03/2022 | | | |
| 2 | A3537124 | 54180 | VETERANS WALK OF HONOR | DPW | OTHER SUPPLIES | | | 200.00 | 250.00 | 450.00 |
| | A | -35-3-7120-4-54180 | - | | VETS WALK BIRCK DONATION | | 05/03/2022 | | | |
| | | | | | ** JOURNAL TOTAL | | | 0.00 | | |

| SRC ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T OB | DEBIT | CREDIT |
|--------------------|------------|-----------|--------|-------|--------|--------------------------------|------|--------|--------|
| 2022 5 4 | | | | | | | | | |
| BUA A103-42705 | 05/03/2022 | AMEND-REG | BUDGET | CCM | 050322 | GIFTS AND DONATIONS | 5 | | 250.00 |
| BUA A3537124-54180 | 05/03/2022 | AMEND-REG | BUDGET | CCM | 050322 | VETS WALK BIRCK DONATION | | | |
| | | | | | | OTHER SUPPLIES | 5 | 250.00 | |
| | | | | | | VETS WALK BIRCK DONATION | | | |
| | | | | | | | | 250.00 | 250.00 |
| BUA A-2960 | 05/03/2022 | AMEND-REG | BUDGET | CCM | 050322 | APPROPRIATIONS | | | 250.00 |
| BUA A-1510 | 05/03/2022 | AMEND-REG | BUDGET | CCM | 050322 | ESTIMATED REVENUES | | 250.00 | |
| | | | | | | | | | |
| | | | | | | SYSTEM GENERATED ENTRIES TOTAL | | 250.00 | 250.00 |
| | | | | | | JOURNAL 2022/05/4 TOTAL | | 250.00 | 250.00 |

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3
bgamdent

| FUND | YEAR | PER | JNL | EFF | DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|----------------|------|-----|-----|------------|--------------------|---------------------|-------|--------|
| ACCOUNT | | | | | | | | |
| A GENERAL FUND | 2022 | 5 | 4 | 05/03/2022 | | | | |
| A-1510 | | | | | ESTIMATED REVENUES | 250.00 | | |
| A-2960 | | | | | APPROPRIATIONS | | | 250.00 |
| | | | | | FUND TOTAL | 250.00 | | 250.00 |

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

04/26/2022 15:06
u101

CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

P 1
apinvent

CLERK: u101 BATCH: 3522

| PO | LN | VENDOR | QUANTITY ORDERED | PREVIOUS RECVD/CANC | CURRENT RECEIVED | REMAINING PO QTY | STA CD | DESCRIPTION |
|----|--------|--------------------|---------------------|------------------------|---------------------|---------------------|-----------|--------------------------------------|
| | 200532 | 001 RICOH USA, INC | 60.00 | 0.00 | 0.00 | 60.00 | 9 | MONTHLY LEASE COPIER/PRINTER/SCANNER |
| | 220055 | 001 RICOH USA, INC | 12.00 | 0.00 | 0.00 | 12.00 | 8 | IM350F C91216630 IM3500F C911216738 |
| | 220056 | 001 RICOH USA, INC | 12.00 | 0.00 | 0.00 | 12.00 | 8 | IMC 300F C91224085 ADMINISTRATION |
| | 220058 | 001 RICOH USA, INC | 12.00 | 0.00 | 0.00 | 12.00 | 8 | IMC2500 C91236238 |

04/26/2022 15:06 | CITY OF SARATOGA SPRINGS LIVE
u101 | 22MWAPR2

P 2
apinvent

CLERK: u101 BATCH: 3522

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 | | | | | | | | | | |
| 8695 | 00001 CHARTER COMMUNIC | 191646 489463802040522 | | 193098 | 22MWAPR2 | 114.99 | .00 | .00 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: Y | DISC: .00 | | A3021694 54740 | | 114.99 | 1099: | |
| ACCT 1200 | DEPT 2000 | DUE 04/27/2022 | DESC:202-489463802-001 | | | | | | | |
| PO BOX 4617 | CAROL STREAM IL | 60197-4617 | | | | | | | | |
| 8695 | 00001 CHARTER COMMUNIC | 191647 938277101031022 | | 193099 | 22MWAPR2 | 129.99 | .00 | .00 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: Y | DISC: .00 | | A3021694 54740 | | 129.99 | 1099: | |
| ACCT 1200 | DEPT 2000 | DUE 04/27/2022 | DESC:202-938277101-001 | | | | | | | |
| PO BOX 4617 | CAROL STREAM IL | 60197-4617 | | | | | | | | |
| 8695 | 00001 CHARTER COMMUNIC | 191648 191648 | | 193100 | 22MWAPR2 | 224.85 | .00 | .00 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: Y | DISC: .00 | | A3143124 54720 | | 224.85 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 04/27/2022 | DESC:202-866296301-001 | | | | | | | |
| PO BOX 4617 | CAROL STREAM IL | 60197-4617 | | | | | | | | |
| 8695 | 00001 CHARTER COMMUNIC | 191649 487110305041922 | | 193101 | 22MWAPR2 | 449.00 | .00 | .00 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: Y | DISC: .00 | | E3475654 54650 | | 449.00 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 04/27/2022 | DESC:202-487110305-001 | | | | | | | |
| PO BOX 4617 | CAROL STREAM IL | 60197-4617 | | | | | | | | |
| 8746 | 00000 FIRSTLIGHT FIBER | 191650 11254830 | | 193102 | 22MWAPR2 | 284.80 | .00 | .00 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: Y | DISC: .00 | | E3577164 54670 | | 284.80 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 04/27/2022 | DESC:60010305 | | | | | | | |
| PO BOX 1301 | WILLISTON VT | 05495-1301 | | | | | | | | |
| 223 | 00002 RICOH USA, INC | 191651 106045339 | 200532 | 193103 | 22MWAPR2 | 30.11 | .00 | 1,234.51 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: N | DISC: .00 | | A3143014 54720 | | 30.11 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 04/27/2022 | DESC:323252-3758017USC | | | | | | | |
| P O BOX 41564 | PHILADELPHIA PA | 19101-1564 | | | | | | | | |
| 223 | 00002 RICOH USA, INC | 191652 10605915 | 220056 | 193104 | 22MWAPR2 | 44.24 | .00 | 398.16 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: N | DISC: .00 | | A3143124 54740 | | 44.24 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 04/27/2022 | DESC:32352-3758017US1 | | | | | | | |
| P O BOX 41564 | PHILADELPHIA PA | 19101-1564 | | | | | | | | |

04/26/2022 15:06 | CITY OF SARATOGA SPRINGS LIVE
u101 | 22MWAPR2

P 3
apinvent

CLERK: u101 BATCH: 3522

NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|---------------|------------------------|---------------------------|---------------------------|-----------|----------|------------|----------------|------------|----------|-----|
| 223 | 00002 RICOH USA, INC | 191653 10645337 | 220055 | 193105 | 22MWAPR2 | 81.38 | .00 | 732.42 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: N | DISC: .00 | | | A3143124 54740 | 81.38 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 04/27/2022 | DESC:323252-3758017ML | | | | | | | |
| P O BOX 41564 | PHILADELPHIA PA | 19101-1564 | | | | | | | | |
| 223 | 00002 RICOH USA, INC | 191654 105853124 | 220058 | 193106 | 22MWAPR2 | 227.37 | .00 | 682.11 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: N | DISC: .00 | | | A3143414 54740 | 227.37 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 04/27/2022 | DESC:32352-3758017US2 | | | | | | | |
| P O BOX 41564 | PHILADELPHIA PA | 19101-1564 | | | | | | | | |
| 8432 | 00000 SWAGIT PRODUCTIO | 191655 20181 | | 193107 | 22MWAPR2 | 700.00 | .00 | .00 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: N | DISC: .00 | | | A3021694 54720 | 700.00 | 1099: | |
| ACCT 1200 | DEPT 2000 | DUE 04/27/2022 | DESC:2K130405SS | | | | | | | |
| PO BOX 251002 | PLANO TX | 75025-1002 | | | | | | | | |
| 1699 | 00004 TIME WARNER CABL | 191657 020946201040122 | | 193109 | 22MWAPR2 | 304.84 | .00 | .00 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: N | DISC: .00 | | | A3021694 54740 | 304.84 | 1099: | |
| ACCT 1200 | DEPT 2000 | DUE 04/27/2022 | DESC:020946201 | | | | | | | |
| PO BOX 223085 | PITTSBURGH PA | 15251-2085 | | | | | | | | |
| 1927 | 00004 VERIZON | 191658 64655977 | | 193110 | 22MWAPR2 | .56 | .00 | .00 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: N | DISC: .00 | | | F3638334 54670 | .56 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 04/27/2022 | DESC:Y2763358 | | | | | | | |
| P O BOX 15043 | ALBANY NY | 12212-5043 | | | | | | | | |
| 1927 | 00001 VERIZON | 191659 191659 | | 193111 | 22MWAPR2 | 35.53 | .00 | .00 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: N | DISC: .00 | | | A3143124 54670 | 35.53 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 04/27/2022 | DESC:556-7476-045-0001-66 | | | | | | | |
| P O BOX 15124 | ALBANY NY | 12212-5124 | | | | | | | | |
| 1927 | 00001 VERIZON | 191660 191660 | | 193112 | 22MWAPR2 | 48.20 | .00 | .00 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: N | DISC: .00 | | | A3021694 54670 | 48.20 | 1099: | |
| ACCT 1200 | DEPT 2000 | DUE 04/27/2022 | DESC:251-750-520-0001-63 | | | | | | | |
| P O BOX 15124 | ALBANY NY | 12212-5124 | | | | | | | | |

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NEW INVOICES

[illegible]

[illegible]

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CLERK: u101 BATCH: 3522

NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|-----------------------------|------------------------|--------------------------|------------------------|-------------------|----------|------------|----------------|------------|----------|-----|
| 8695 | 00001 CHARTER COMMUNIC | 191673 94547780203112 | | 193125 | 22MWAPR2 | 107.98 | .00 | .00 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: Y | DISC: .00 | | | A3021694 54740 | 107.98 | 1099: | |
| ACCT 1200 | DEPT 2000 | DUE 04/27/2022 | DESC:202-945477802-001 | | | | | | | |
| PO BOX 4617 | CAROL STREAM IL | 60197-4617 | | | | | | | | |
| 8695 | 00000 CHARTER COMMUNIC | 191674 94547780204112 | | 193126 | 22MWAPR2 | 107.98 | .00 | .00 | | |
| CASH A | 2022/04 | INV 04/25/2022 | SEP-CHK: Y | DISC: .00 | | | A3021694 54740 | 107.98 | 1099: | |
| ACCT 1200 | DEPT 2000 | DUE 04/27/2022 | DESC:202-945477802-001 | | | | | | | |
| PO BOX 4617 | CAROL STREAM IL | 60197-4617 | | | | | | | | |
| 28 APPROVED UNPAID INVOICES | | | | TOTAL | | 8,944.67 | | | | |
| 28 INVOICE(S) | | | | REPORT POST TOTAL | | 8,944.67 | | | | |

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CLERK: u101 BATCH: 3522

ACCOUNT DISTRIBUTION SUMMARY

| YR/PER | ORG | ACCOUNT | DESCRIPTION | AMOUNT | REMAINING BUDGET |
|---------------|------------|--------------------------|-----------------|----------|------------------|
| 2022 04 | A3011214 A | -30-1-1210-4-54670 - | PHONES | 93.69 | 1,401.46 |
| | A3011434 A | -30-1-1430-4-54671 - | PHONES & FAX | 31.23 | 1,167.54 |
| | A3011474 A | -30-1-1431-4-54671 - | PHONES & FAX | 197.37 | 1,802.63 |
| | A3021694 A | -30-2-1681-4-54670 - | PHONES | 591.44 | 8,398.30 |
| | A3021694 A | -30-2-1681-4-54720 - | SERVICE CONTRAC | 700.00 | 59,935.91 |
| | A3021694 A | -30-2-1681-4-54740 - | SERVICE CONTRAC | 765.78 | 46,599.54 |
| | A3031444 A | -30-3-1440-4-54670 - | PHONES | 235.22 | 1,767.56 |
| | A3031494 A | -30-3-1490-4-54670 - | PHONES | 131.01 | 2,182.78 |
| | A3031654 A | -30-3-1623-4-54650 - | UTILITIES | 1,481.51 | 8,596.76 |
| | A3031654 A | -30-3-1623-4-54670 - | PHONES | 31.23 | 3,127.81 |
| | A3113624 A | -31-1-3620-4-54670 - | PHONES | 177.32 | 2,217.92 |
| | A3143014 A | -31-4-3010-4-54720 - | SERVICE CONTRAC | 30.11 | 21,079.68 |
| | A3143124 A | -31-4-3120-4-54670 - | PHONES | 2,017.67 | 39,933.64 |
| | A3143124 A | -31-4-3120-4-54720 - | SERVICE CONTRAC | 224.85 | 68,136.31 |
| | A3143124 A | -31-4-3120-4-54740 - | SERVICE CONTRAC | 125.62 | 109,175.94 |
| | A3143414 A | -31-4-3410-4-54670 - | PHONES | 188.77 | 21,188.08 |
| | A3143414 A | -31-4-3410-4-54740 - | SERVICE CONTRAC | 227.37 | 14,090.52 |
| | A3143624 A | -31-4-3620-4-54670 - | PHONES | 308.15 | 3,531.15 |
| | A3335014 A | -33-3-5010-4-54670 - | PHONES | 469.85 | 6,428.28 |
| | A3537114 A | -35-3-7110-4-54670 - | PHONES | 31.23 | 687.51 |
| | A3567174 A | -35-6-7171-4-54670 -3000 | PHONES | 33.83 | 2,506.35 |
| | A3638194 A | -36-3-8185-4-54670 - | PHONES | 16.61 | 250.17 |
| | E3475654 E | -34-7-5650-4-54650 - | UTILITIES | 449.00 | 16,067.91 |
| | E3577164 E | -35-7-7160-4-54670 - | PHONES | 284.80 | 7,126.83 |
| | F3638334 F | -36-3-8330-4-54670 - | PHONES | 31.79 | 2,579.38 |
| | F3638344 F | -36-3-8340-4-54670 - | PHONES | 69.22 | 392.34 |
| REPORT TOTALS | | | | 8,944.67 | |

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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 4 301 | | | | | | | | | | |
| API A3021694-54740 | | 04/27/2022 | W 22MWAPR2 | 008695 | | 191646 | SERVICE CONTRACTS - EQUIPMENT 202-489463802-001 | | 114.99 | |
| API A3021694-54740 | | 04/27/2022 | W 22MWAPR2 | 008695 | | 191647 | SERVICE CONTRACTS - EQUIPMENT 202-938277101-001 | | 129.99 | |
| API A3143124-54720 | | 04/27/2022 | W 22MWAPR2 | 008695 | | 191648 | SERVICE CONTRACTS - PROF SERV 202-866296301-001 | | 224.85 | |
| API E3475654-54650 | | 04/27/2022 | W 22MWAPR2 | 008695 | | 191649 | UTILITIES 202-487110305-001 | | 449.00 | |
| API E3577164-54670 | | 04/27/2022 | W 22MWAPR2 | 008746 | | 191650 | PHONES 60010305 | | 284.80 | |
| API A3143014-54720 | | 04/27/2022 | W 22MWAPR2 | 000223 | 200532 | 191651 | SERVICE CONTRACTS - PROF SERV 323252-3758017USC | | 30.11 | |
| POL A3143014-54720 | | 04/27/2022 | LIQ/INV | 000223 | 200532 | 191651 | SERVICE CONTRACTS - PROF SERV 323252-3758017USC | 4 2020 | | 30.11 |
| API A3143124-54740 | | 04/27/2022 | W 22MWAPR2 | 000223 | 220056 | 191652 | SERVICE CONTRACTS - EQUIPMENT 32352-3758017US1 | | 44.24 | |
| POL A3143124-54740 | | 04/27/2022 | LIQ/INV | 000223 | 220056 | 191652 | SERVICE CONTRACTS - EQUIPMENT 32352-3758017US1 | 4 2022 | | 44.24 |
| API A3143124-54740 | | 04/27/2022 | W 22MWAPR2 | 000223 | 220055 | 191653 | SERVICE CONTRACTS - EQUIPMENT 323252-3758017ML | | 81.38 | |
| POL A3143124-54740 | | 04/27/2022 | LIQ/INV | 000223 | 220055 | 191653 | SERVICE CONTRACTS - EQUIPMENT 323252-3758017ML | 4 2022 | | 81.38 |
| API A3143414-54740 | | 04/27/2022 | W 22MWAPR2 | 000223 | 220058 | 191654 | SERVICE CONTRACTS - EQUIPMENT 32352-3758017US2 | | 227.37 | |
| POL A3143414-54740 | | 04/27/2022 | LIQ/INV | 000223 | 220058 | 191654 | SERVICE CONTRACTS - EQUIPMENT 32352-3758017US2 | 4 2022 | | 227.37 |
| API A3021694-54720 | | 04/27/2022 | W 22MWAPR2 | 008432 | | 191655 | SERVICE CONTRACTS - PROF SERV 2K130405SS | | 700.00 | |
| API A3021694-54740 | | 04/27/2022 | W 22MWAPR2 | 001699 | | 191657 | SERVICE CONTRACTS - EQUIPMENT 020946201 | | 304.84 | |
| API F3638334-54670 | | 04/27/2022 | W 22MWAPR2 | 001927 | | 191658 | PHONES Y2763358 | | .56 | |
| API A3143124-54670 | | 04/27/2022 | W 22MWAPR2 | 001927 | | 191659 | PHONES 556-7476-045-0001-66 | | 35.53 | |
| API A3021694-54670 | | 04/27/2022 | W 22MWAPR2 | 001927 | | 191660 | PHONES 251-750-520-0001-63 | | 48.20 | |
| API A3031654-54650 | | 04/27/2022 | W 22MWAPR2 | 006172 | | 191661 | UTILITIES SARA0007 | | 1,481.51 | |
| API A3143124-54670 | | 04/27/2022 | W 22MWAPR2 | 001831 | | 191662 | PHONES 642241256-00001 | | 1,480.45 | |
| API A3143414-54670 | | 04/27/2022 | W 22MWAPR2 | 001831 | | 191663 | PHONES 742082557-00001 | | 42.02 | |
| API A3011474-54671 | | 04/27/2022 | W 22MWAPR2 | 001831 | | 191664 | PHONES & FAX 842037333-00002 | | 93.69 | |
| API A3031494-54670 | | 04/27/2022 | W 22MWAPR2 | 001831 | | 191665 | PHONES 742051038-00001 | | 99.78 | |
| API A3011474-54671 | | | | | | | PHONES & FAX | | 103.68 | |

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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 A3113624-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191666 | 842037333-00002 PHONES | | 177.32 | |
| | API A3143124-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191667 | 942014876-00001 PHONES | | 134.80 | |
| | API A3143624-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191668 | 286916448-00001 PHONES | | 308.15 | |
| | API A3335014-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191668 | 286916448-00001 PHONES | | 469.85 | |
| | API A3031444-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191669 | 64200522-00001 PHONES | | 31.23 | |
| | API A3031444-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191669 | 64200522-00001 PHONES | | 31.23 | |
| | API A3031444-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191669 | 64200522-00001 PHONES | | 31.23 | |
| | API A3031444-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191669 | 64200522-00001 PHONES | | 31.23 | |
| | API A3031444-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191669 | 64200522-00001 PHONES | | 31.23 | |
| | API A3031444-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191669 | 64200522-00001 PHONES | | 31.23 | |
| | API A3031444-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191669 | 64200522-00001 PHONES | | 16.61 | |
| | API A3031444-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191669 | 64200522-00001 PHONES | | 31.23 | |
| | API A3031494-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191669 | 64200522-00001 PHONES | | 31.23 | |
| | API F3638334-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191669 | 64200522-00001 PHONES | | 31.23 | |
| | API A3031654-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191669 | 64200522-00001 PHONES | | 33.83 | |
| | API A3638194-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191669 | 64200522-00001 PHONES | | 16.61 | |
| | API A3537114-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191669 | 64200522-00001 PHONES | | 31.23 | |
| | API F3638344-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191669 | 64200522-00001 PHONES | | 37.99 | |
| | API A3011214-54670 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191670 | 842037333-00001 PHONES & FAX | | 93.69 | |
| | API A3011434-54671 | 04/27/2022 W | 22MWAPR2 | 001831 | | 191670 | 842037333-00001 PHONES | | 366.89 | |
| | API A3143124-54670 | 04/27/2022 W | 22MWAPR2 | 007609 | | 191671 | 4298323 PHONES | | 146.75 | |
| | API A3143414-54670 | 04/27/2022 W | 22MWAPR2 | 007609 | | 191671 | 4298323 | | | |

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CITY OF SARATOGA SPRINGS LIVE
22MWAPR2

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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 A-3021694-54670 | | 04/27/2022 W | 22MWAPR2 | 007609 | | 191672 | PHONES 4365150 | | 543.24 | |
| API A-3021694-54740 | | 04/27/2022 W | 22MWAPR2 | 008695 | | 191673 | SERVICE CONTRACTS - EQUIPMENT 202-945477802-001 | | 107.98 | |
| API A-3021694-54740 | | 04/27/2022 W | 22MWAPR2 | 008695 | | 191674 | SERVICE CONTRACTS - EQUIPMENT 202-945477802-001 | | 107.98 | |
| GENERAL LEDGER TOTAL | | | | | | | | | 8,944.67 | .00 |
| API A-2600 | | 04/27/2022 W | 22MWAPR2 | B 3522 | | | ACCOUNTS PAYABLE | | | 8,109.86 |
| API E-2600 | | 04/27/2022 W | 22MWAPR2 | B 3522 | | | ACCOUNTS PAYABLE | | | 733.80 |
| API F-2600 | | 04/27/2022 W | 22MWAPR2 | B 3522 | | | ACCOUNTS PAYABLE | | | 101.01 |
| POL A-1521 | | 04/27/2022 W | 22MWAPR2 | B 3522 | | | ENCUMBRANCES | | | 383.10 |
| POL A-2963 | | 04/27/2022 W | 22MWAPR2 | B 3522 | | | BUDGETARY FUND BALANCE RES ENC | | 383.10 | |
| SYSTEM GENERATED ENTRIES TOTAL | | | | | | | | | 383.10 | 9,327.77 |
| JOURNAL 2022/04/301 TOTAL | | | | | | | | | 9,327.77 | 9,327.77 |
| 2022 4 301 | | | | | | | | | | |
| API A-1522 | | 04/27/2022 W | 22MWAPR2 | B 3522 | | | EXPENDITURES | | 8,109.86 | |
| API E-1522 | | 04/27/2022 W | 22MWAPR2 | B 3522 | | | EXPENDITURES | | 733.80 | |
| API F-1522 | | 04/27/2022 W | 22MWAPR2 | B 3522 | | | EXPENDITURES | | 101.01 | |

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CITY OF SARATOGA SPRINGS LIVE
22MWAPR2

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| FUND | ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|------|-----------------------|------|-----|-----|------------|--------------------------------|----------|----------|
| A | GENERAL FUND | 2022 | 4 | 301 | 04/27/2022 | | | |
| | A-1521 | | | | | ENCUMBRANCES | | 383.10 |
| | A-1522 | | | | | EXPENDITURES | 8,109.86 | |
| | A-2600 | | | | | ACCOUNTS PAYABLE | | 8,109.86 |
| | A-2963 | | | | | BUDGETARY FUND BALANCE RES ENC | 383.10 | |
| | | | | | | FUND TOTAL | 8,492.96 | 8,492.96 |
| E | CITY CENTER AUTHORITY | 2022 | 4 | 301 | 04/27/2022 | | | |
| | E-1522 | | | | | EXPENDITURES | 733.80 | |
| | E-2600 | | | | | ACCOUNTS PAYABLE | | 733.80 |
| | | | | | | FUND TOTAL | 733.80 | 733.80 |
| F | WATER FUND | 2022 | 4 | 301 | 04/27/2022 | | | |
| | F-1522 | | | | | EXPENDITURES | 101.01 | |
| | F-2600 | | | | | ACCOUNTS PAYABLE | | 101.01 |
| | | | | | | FUND TOTAL | 101.01 | 101.01 |

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

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CLERK: u101 BATCH: 3523

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u101

CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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apinvent

CLERK: u101 BATCH: 3523

| PO | LN | VENDOR | QUANTITY ORDERED | PREVIOUS RECVD/CANC | CURRENT RECEIVED | REMAINING PO QTY | STA CD | DESCRIPTION |
|----|--------|--------------------------|---------------------|------------------------|---------------------|---------------------|-----------|--------------------------------------|
| | 220029 | 001 PALLETTE STONE CORP | 1.00 | 0.00 | 0.00 | 1.00 | 8 | PRECAST STRUCTURES PER IFB 2021-20 |
| | 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 |
| | 220035 | 001 COUNTY WASTE & RECYC | 1.00 | 0.00 | 0.00 | 1.00 | 8 | MUNICIPAL SOLID WASTE PER RFP 2021-2 |
| | 220062 | 001 FEDERAL EASTERN INTE | 1.00 | 0.00 | 1.00 | 0.00 | 0 | PER QUOTE DATED 1/03/2022 PER NYS PC |
| | 220066 | 001 FEDERAL EASTERN INTE | 1.00 | 0.00 | 1.00 | 0.00 | 0 | PER QUOTE DATED 12/22/2021 WILLIAM |
| | 220067 | 001 FEDERAL EASTERN INTE | 1.00 | 0.00 | 1.00 | 0.00 | 0 | PER QUOTE DATED 12/22/2021 SHANNON |
| | 220068 | 001 FEDERAL EASTERN INTE | 1.00 | 0.00 | 1.00 | 0.00 | 0 | PER QUOTE DATED 12/22/2021 RYAN NIC |
| | 220069 | 001 FEDERAL EASTERN INTE | 1.00 | 0.00 | 1.00 | 0.00 | 0 | PER QUOTE DATED 12/22/2021 KEVIN QU |
| | 220070 | 001 FEDERAL EASTERN INTE | 1.00 | 0.00 | 1.00 | 0.00 | 0 | PER QUOTE DATED 12/22/2021 CODY HEN |
| | 220071 | 001 FEDERAL EASTERN INTE | 1.00 | 1.00 | 0.00 | 0.00 | 0 | PER QUOTE DATED 12/22/2021 ALEC SPA |
| | 220073 | 001 STONE INDUSTRIES | 1.00 | 0.00 | 0.00 | 1.00 | 8 | PORTABLE TOILETS AS QUOTED 11/22/21 |
| | 220076 | 001 ADIRONDACK TIRE CORP | 1.00 | 0.00 | 0.00 | 1.00 | 8 | TIRES, TUBES & SERVICES PER OGS:PGB |
| | 220078 | 001 PALLETTE STONE CORP | 1.00 | 0.00 | 0.00 | 1.00 | 8 | CRUSHED STONE, GRVAEL AND SAND PER |
| | 220083 | 001 ANP TRANSCRIPTIONS | 1.00 | 0.00 | 0.00 | 1.00 | 8 | TRANSCRIPTION SERVICES FOR CITY COUN |
| | | 001 ANP TRANSCRIPTIONS | 1.00 | 0.00 | 0.00 | 1.00 | | TRANSCRIPTION SERVICES FOR CITY COUN |
| | 220144 | 001 SAFETY WEARHOUSE, LL | 1.00 | 0.00 | 1.00 | 0.00 | 0 | L. FLANDERS PANTS POLICY NOT TO EXCE |
| | 220146 | 001 SAFETY WEARHOUSE, LL | 1.00 | 0.00 | 1.00 | 0.00 | 0 | L. FLANDERS BOOTS OR COAT POLICY NOT |
| | 220155 | 001 SAFETY WEARHOUSE, LL | 1.00 | 0.00 | 1.00 | 0.00 | 0 | M.ROBERTS BOOTS OR COAT POLICY NOT T |
| | 220171 | 001 SAFETY WEARHOUSE, LL | 1.00 | 0.00 | 1.00 | 0.00 | 0 | M. ROBERTS PANTS POLICY NOT TO EXCEE |
| | 220188 | 001 SAFETY WEARHOUSE, LL | 1.00 | 1.00 | 0.00 | 0.00 | 0 | D. ROCCHIO PANTS POLICY NOT TO EXCEE |
| | 220211 | 001 SAFETY WEARHOUSE, LL | 1.00 | 0.00 | 1.00 | 0.00 | 0 | T. MCGRAW PANTS POLICY NOT TO EXCEE |
| | 220240 | 001 LABELLA ASSOCIATES P | 1.00 | 0.00 | 0.00 | 1.00 | 8 | TASK ORDER #2 PB#20210757 NOT TO EX |
| | 220260 | 001 SCHINDLER ELEVATOR C | 1.00 | 1.00 | 0.00 | 0.00 | 0 | ANNUAL SERVICE AGREEMENT ELEVATOR MA |
| | | 001 SCHINDLER ELEVATOR C | 1.00 | 1.00 | 0.00 | 0.00 | | ANNUAL SERVICE AGREEMENT ELEVATOR MA |
| | | 001 SCHINDLER ELEVATOR C | 1.00 | 0.00 | 1.00 | 0.00 | | ANNUAL SERVICE AGREEMENT ELEVATOR MA |
| | 220279 | 001 HENRY SCHEIN, INC. | 1.00 | 0.00 | 0.00 | 1.00 | 8 | EMERGENCY MEDICAL SUPPLIES |

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

P 3
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CLERK: u101 BATCH: 3523

| PO | LN | VENDOR | QUANTITY ORDERED | PREVIOUS RECVD/CANC | CURRENT RECEIVED | REMAINING PO QTY | STA CD | DESCRIPTION |
|----|--------|--------------------------|---------------------|------------------------|---------------------|---------------------|-----------|---------------------------------------|
| | 220292 | 001 CAROUSEL INDUSTRIES | 1.00 | 0.00 | 0.00 | 1.00 | 8 | MAINTENANCE AGREEMENT THRU 08/31/202 |
| | 220297 | 001 LA ROSA'S AUTOMOTIVE | 1.00 | 0.00 | 0.00 | 1.00 | 8 | COMPLETE OUTFITTING FOR 2 NEW 2022 S |
| | 220340 | 001 PALLETTE STONE CORP | 1.00 | 0.00 | 0.00 | 1.00 | 8 | ASPHALT PER 22-PWAC-3R CCA 04/05/20 |
| | 220344 | 001 POMPA BROTHERS | 1.00 | 0.00 | 0.00 | 1.00 | 8 | CRUSHED STONE, GRAVEL AND SAND PER |
| | 220346 | 001 QUALIFICATION TARGET | 1.00 | 0.00 | 1.00 | 0.00 | 0 | PER QUOTE 13359 |
| | 220352 | 001 3M CO TDS4744 | 65.00 | 0.00 | 65.00 | 0.00 | 0 | A270ES WHITE STAMARK 12INX30YD PER |
| | 220357 | 001 GRAINGER | 1.00 | 0.00 | 1.00 | 0.00 | 0 | SOUND METER & CALIBRATION KIT 2 @ \$3 |
| | 220361 | 001 MAG AUTOMOTIVE HOLDI | 1.00 | 0.00 | 1.00 | 0.00 | 0 | 2019 F150 Xl Truck 3.5L V6 VIN:1FTE |

| VENDOR | REMIT NAME | | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|---|--------------------------|----------------------|------------------|---------------|---------|---------|------------|---------------|------------|----------|-----|
| APPROVED UNPAID INVOICES TO BE POSTED | | | | | | | | | | | |
| 9001 | 00000 STEPHANIE BERBRI | 191725 191725 | | 191725 | 22MAY1 | | 4.13 | .00 | .00 | | |
| CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | A3011721 | 51974 | | | 4.13 | 1099: | | |
| ACCT 1200 | DEPT 1000 DUE 05/03/2022 | DESC:MVP REBATE | | | | | | | | | |
| 25 ADIRONDACK CIR. APT. C GANSEVOORT NY 12831 | | | | | | | | | | | |
| 8027 | 00000 3 RINGS PTS, LLC | 191676 00692 | | 220004 193128 | 22MAY1 | | 1,550.00 | .00 | 119,400.00 | | |
| CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: Y | DISC: .00 | E3577164 | 54720 | | | 1,550.00 | 1099:7 | | |
| ACCT 1200 | DEPT 7000 DUE 05/03/2022 | DESC:04/23/2022 | | | | | | | | | |
| 97 FT JOHNSON AVE FORT JONSON NY 12070 | | | | | | | | | | | |
| 8027 | 00000 3 RINGS PTS, LLC | 191677 00684 | | 220004 193129 | 22MAY1 | | 4,200.00 | .00 | 119,400.00 | | |
| CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: Y | DISC: .00 | E3475654 | 54720 | | | 4,200.00 | 1099:7 | | |
| ACCT 1200 | DEPT 7000 DUE 05/03/2022 | DESC:04/16/2022 | | | | | | | | | |
| 97 FT JOHNSON AVE FORT JONSON NY 12070 | | | | | | | | | | | |
| 8027 | 00000 3 RINGS PTS, LLC | 191678 00690 | | 220004 193130 | 22MAY1 | | 4,200.00 | .00 | 119,400.00 | | |
| CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: Y | DISC: .00 | E3475654 | 54720 | | | 4,200.00 | 1099:7 | | |
| ACCT 1200 | DEPT 7000 DUE 05/03/2022 | DESC:04/23/2022 | | | | | | | | | |
| 97 FT JOHNSON AVE FORT JONSON NY 12070 | | | | | | | | | | | |
| 8027 | 00000 3 RINGS PTS, LLC | 191679 00687 | | 220004 193131 | 22MAY1 | | 350.00 | .00 | 119,400.00 | | |
| CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: Y | DISC: .00 | E3577164 | 54720 | | | 350.00 | 1099:7 | | |
| ACCT 1200 | DEPT 7000 DUE 05/03/2022 | DESC:04/16/2022 | | | | | | | | | |
| 97 FT JOHNSON AVE FORT JONSON NY 12070 | | | | | | | | | | | |
| 269 | 00002 3M COMPANY | 191680 9416194036 | | 220352 193132 | 22MAY1 | | 19,927.05 | .00 | .00 | | |
| CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | A3143314 | 54713 | | | 19,927.05 | 1099: | | |
| ACCT 1200 | DEPT 4000 DUE 05/03/2022 | DESC:16134710 | | | | | | | | | |
| PO BOX 844127 DALLAS TX 75284-4127 | | | | | | | | | | | |
| 207 | 00000 A A HADEKA STONE | 191681 32660 | | 193133 | 22MAY1 | | 4,660.00 | .00 | .00 | | |
| CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | A3567142 | 52500 | | | 4,660.00 | 1099: | | |
| ACCT 1200 | DEPT 6000 DUE 05/03/2022 | DESC:SARATO | | | | | | | | | |
| P O BOX 108 HAMPTON NY 12837 | | | | | | | | | | | |

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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 |
|---|-------|------------------|----------------------|--------|---------|---------|------------|---------|-------|------------|----------|-----|
| 7534 | 00001 | ADIRONDACK CABLE | 191689 53504 | | 193141 | 22MAY1 | 237.49 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 A3051414 54573 237.49 1099:7 ACCT 1200 DEPT 5000 DUE 05/03/2022 DESC:CITY SAR 10 PETRA LANE ALBANY NY 12205 | | | | | | | | | | | | |
| 2785 | 00001 | ADIRONDACK TIRE | 191690 0789318 | | 193142 | 22MAY1 | 732.68 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 A3143124 54510 732.68 1099: ACCT 1200 DEPT 4000 DUE 05/03/2022 DESC:S8575 PO BOX 13326 ALBANY NY 12212 | | | | | | | | | | | | |
| 2785 | 00001 | ADIRONDACK TIRE | 191692 191692 | 220076 | 193144 | 22MAY1 | 2,306.06 | | .00 | 19,631.63 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 A3335014 54510 2,080.16 1099: ACCT 1200 DEPT 3000 DUE 05/03/2022 DESC:S1100 F3638344 54510 225.90 1099: PO BOX 13326 ALBANY NY 12212 | | | | | | | | | | | | |
| 70 | 00000 | ADVANTAGE PRESS | 191693 47377 | | 193145 | 22MAY1 | 125.00 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 A3113624 54110 125.00 1099: ACCT 1200 DEPT 1000 DUE 05/03/2022 DESC:04/14/2022 74 WARREN STREET SARATOGA SPRINGS NY 12866 | | | | | | | | | | | | |
| 70 | 00000 | ADVANTAGE PRESS | 191694 47094 | | 193146 | 22MAY1 | 215.00 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 A3567194 54410 215.00 1099: ACCT 1200 DEPT 6000 DUE 05/03/2022 DESC:01/28/2022 74 WARREN STREET SARATOGA SPRINGS NY 12866 | | | | | | | | | | | | |
| 8909 | 00000 | AIM SERVICES | 191696 92987 | | 193148 | 22MAY1 | 11,923.12 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: Y DISC: .00 Y3618664 54488 502 11,923.12 1099: ACCT 1200 DEPT 1000 DUE 05/03/2022 DESC:HATHORN RENO 4227 ROUTE 50 SARATOGA SPRINGS NY 12866 | | | | | | | | | | | | |
| 5400 | 00001 | AIRGAS EAST | 191697 9987149417 | | 193149 | 22MAY1 | 35.43 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 A3143314 54332 35.43 1099: ACCT 1200 DEPT 4000 DUE 05/03/2022 DESC:2581569 P O BOX 734445 CHICAGO IL 60673-4445 | | | | | | | | | | | | |

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CITY OF SARATOGA SPRINGS LIVE
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NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|--------|------------------------|---------------------------|------------|-----------|---------|------------|---------------------|------------|----------|-------|
| 31 | 00001 ALLERDICE BUILDI | 191698 2204-204994 | | 193150 | 22MAY1 | 7.78 | .00 | .00 | | |
| | CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3567144 54610 3000 | | 7.78 | 1099: |
| | ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:271 | | | | | | | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 191699 2204-203875 | | 193151 | 22MAY1 | 19.88 | .00 | .00 | | |
| | CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3335654 54610 | | 19.88 | 1099: |
| | ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:271 | | | | | | | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 191700 2204-210567 | | 193152 | 22MAY1 | 26.07 | .00 | .00 | | |
| | CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3567144 54610 3000 | | 26.07 | 1099: |
| | ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:271 | | | | | | | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 191701 2204-204878 | | 193153 | 22MAY1 | 37.99 | .00 | .00 | | |
| | CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3031654 54610 | | 37.99 | 1099: |
| | ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:271 | | | | | | | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 191702 2204-211912 | | 193154 | 22MAY1 | 55.96 | .00 | .00 | | |
| | CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3031624 54610 | | 55.96 | 1099: |
| | ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:271 | | | | | | | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 191703 2204-204821 | | 193155 | 22MAY1 | 59.38 | .00 | .00 | | |
| | CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3567194 54180 3000 | | 59.38 | 1099: |
| | ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:271 | | | | | | | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 191704 2204-211682 | | 193156 | 22MAY1 | 65.98 | .00 | .00 | | |
| | CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3335014 54180 | | 65.98 | 1099: |
| | ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:271 | | | | | | | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |

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CITY OF SARATOGA SPRINGS LIVE
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NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|--------|------------------------|---------------------------|---------------------|-----------|---------|------------|----------------|------------|----------|-----|
| 31 | 00001 ALLERDICE BUILDI | 191705 2204-204866 | | 193157 | 22MAY1 | 88.50 | .00 | .00 | | |
| | CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3031624 54610 | 88.50 | 1099: | |
| | ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:271 | | | | | | | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 191706 2204-205135 | | 193158 | 22MAY1 | 89.97 | .00 | .00 | | |
| | CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3031654 54210 | 89.97 | 1099: | |
| | ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:271 | | | | | | | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 191707 2204-210555 | | 193159 | 22MAY1 | 98.99 | .00 | .00 | | |
| | CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3335124 54180 | 98.99 | 1099: | |
| | ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:271 | | | | | | | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 191708 2204-208991 | | 193160 | 22MAY1 | 113.93 | .00 | .00 | | |
| | CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3335014 54180 | 113.93 | 1099: | |
| | ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:271 | | | | | | | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 191709 2204-204809 | | 193161 | 22MAY1 | 191.76 | .00 | .00 | | |
| | CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3335014 54180 | 191.76 | 1099: | |
| | ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:271 | | | | | | | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 2048 | 00001 ALLERDICE DOOR,G | 191710 2204-210852 | | 193162 | 22MAY1 | 16.00 | .00 | .00 | | |
| | CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3031624 54610 | 16.00 | 1099: | |
| | ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:271 | | | | | | | |
| | 120 EXCELSIOR AVENUE | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 7550 | 00000 AMAZON CAPITAL S | 191711 1QM3-PWXV-W9GF | | 193163 | 22MAY1 | 29.99 | .00 | .00 | | |
| | CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3021692 52230 | 29.99 | 1099: | |
| | ACCT 1200 | DEPT 2000 DUE 05/03/2022 | DESC:A1VOYW9N1NCU0Y | | | | | | | |
| | PO BOX 035184 | SEATTLE WA 98124 | | | | | | | | |

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CITY OF SARATOGA SPRINGS LIVE
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CLERK: u101 BATCH: 3523

NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|----------------------------|------------------------|----------------------|--------------------|-----------|---------|------------|----------------|------------|----------|-----|
| 9071 | 00000 ANP TRANSCRIPTIO | 191719 8101982149 | 220083 | 193171 | 22MAY1 | 91.14 | .00 | 9,207.95 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3051414 54720 | 91.14 | 1099: | |
| ACCT 1200 | DEPT 5000 | DUE 05/03/2022 | DESC:8101982867 | | | | | | | |
| 135 W MOREHEAD ST., UNIT 1 | CHARLOTTE NC | 28202 | | | | | | | | |
| 9071 | 00000 ANP TRANSCRIPTIO | 191720 8101982842 | 220083 | 193172 | 22MAY1 | 434.00 | .00 | 9,207.95 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3051414 54720 | 434.00 | 1099: | |
| ACCT 1200 | DEPT 5000 | DUE 05/03/2022 | DESC:42361 | | | | | | | |
| 135 W MOREHEAD ST., UNIT 1 | CHARLOTTE NC | 28202 | | | | | | | | |
| 2188 | 00000 B & B PLUMBING & | 191722 23386 | | 193174 | 22MAY1 | 1,135.08 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: Y | DISC: .00 | | | E3577164 54610 | 1,135.08 | 1099:7 | |
| ACCT 1200 | DEPT 7000 | DUE 05/03/2022 | DESC:04/06/2022 | | | | | | | |
| 25 STATION LANE, UNIT A | SARATOGA SPRINGS NY | 12866 | | | | | | | | |
| 9114 | 00000 THERESA & JUAN B | 191723 191723 | | 193175 | 22MAY1 | 210.00 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A063 42412 | 210.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:CHAIR REIMB | | | | | | | |
| 34 BENEDICT STREET | SARATOGA SPRINGS NY | 12866 | | | | | | | | |
| 1762 | 00000 AARON P BENWARE | 191724 191724 | | 193176 | 22MAY1 | 4.13 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3011721 51974 | 4.13 | 1099: | |
| ACCT 1200 | DEPT 1000 | DUE 05/03/2022 | DESC:MVP REBATE | | | | | | | |
| 12A ASPENWOOD | BALLSTON LAKE NY | 12019 | | | | | | | | |
| 86 | 00000 B LANN EQUIPMENT | 191726 013741 | | 193178 | 22MAY1 | 180.00 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | G3638124 54180 | 180.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:00012640 | | | | | | | |
| P O BOX 997 | TROY NY | 12181-0997 | | | | | | | | |
| 1314 | 00001 BONACIO CONSTRUC | 191727 191727 | | 193179 | 22MAY1 | 2,388.00 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | P3426424 54930 | 2,388.00 | 1099:7 | |
| ACCT 1200 | DEPT 2000 | DUE 05/03/2022 | DESC:RINGS FOR DPW | | | | | | | |
| 18 DIVISON ST. STE. 401 | SARATOGA SPRINGS NY | 12866-8037 | | | | | | | | |

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NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|---|------------------------|------------------|-----------------|-----------|---------|------------|---------|-------|------------|----------|-----|
| 6108 | 00000 BOXLEY'S SERVICE | 191728 46652 | | 193180 | 22MAY1 | 495.00 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3335014 | 54510 | | 495.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:02/11/2022 | | | | | | | | |
| 22 WESTBURY DRIVE SARATOGA SPRINGS NY 12866 | | | | | | | | | | | |
| 7426 | 00000 BPI MECHANICAL S | 191730 16897 | | 193182 | 22MAY1 | 1,213.96 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3143414 | 54720 | | 1,213.96 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:16901 | | | | | | | | |
| 95 HUDSON RIVER ROAD WATERFORD NY 12188 | | | | | | | | | | | |
| 7426 | 00000 BPI MECHANICAL S | 191731 191731 | | 193183 | 22MAY1 | 1,992.36 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3143124 | 54720 | | 1,992.36 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:CITSAR | | | | | | | | |
| 95 HUDSON RIVER ROAD WATERFORD NY 12188 | | | | | | | | | | | |
| 7426 | 00000 BPI MECHANICAL S | 191732 16909 | | 193184 | 22MAY1 | 3,933.28 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3031594 | 54610 | | 3,933.28 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:CITSAR | | | | | | | | |
| 95 HUDSON RIVER ROAD WATERFORD NY 12188 | | | | | | | | | | | |
| 7426 | 00000 BPI MECHANICAL S | 191733 17482 | 220015 | 193185 | 22MAY1 | 86.00 | | .00 | 1,716.64 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3031594 | 54610 | | 86.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:CITSAR | | | | | | | | |
| 95 HUDSON RIVER ROAD WATERFORD NY 12188 | | | | | | | | | | | |
| 7426 | 00000 BPI MECHANICAL S | 191734 17014 | 220014 | 193186 | 22MAY1 | 172.00 | | .00 | 9,329.00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3567194 | 54720 | 3000 | 172.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:CITSAR | | | | | | | | |
| 95 HUDSON RIVER ROAD WATERFORD NY 12188 | | | | | | | | | | | |
| 7426 | 00000 BPI MECHANICAL S | 191736 16896 | | 193188 | 22MAY1 | 648.88 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3143314 | 54720 | | 648.88 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:CITSAR | | | | | | | | |
| 95 HUDSON RIVER ROAD WATERFORD NY 12188 | | | | | | | | | | | |


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NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|---|------------------------|------------------------|--------|---------|---------|------------|---------|-------|------------|----------|-----|
| 764 | 00001 BSN SPORTS | 191737 916760243 | | 193189 | 22MAY1 | 1,512.00 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 A3567344 54170 1,512.00 1099: ACCT 1200 DEPT 6000 DUE 05/03/2022 DESC:1015209 P O BOX 841393 DALLAS TX 75284-1393 | | | | | | | | | | | |
| 9096 | 00000 CARDIAC LIFE | 191738 135722 | | 193190 | 22MAY1 | 38.90 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 A3143124 54180 38.90 1099: ACCT 1200 DEPT 4000 DUE 05/03/2022 DESC:03/23/2022 PO BOX 25755 ROCHESTER NY 14625 | | | | | | | | | | | |
| 5555 | 00001 CAROUSEL INDUSTR | 191739 2694344 | 220292 | 193191 | 22MAY1 | 112.50 | | .00 | 4,101.02 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 A3021694 54740 112.50 1099: ACCT 1200 DEPT 2000 DUE 05/03/2022 DESC:55229 ATTN: ACCOUNTS RECEIVABLE 659 SOUTH COUNTY TRAIL EXETER RI 02822 | | | | | | | | | | | |
| 5392 | 00000 TRAVIS CARTER | 191740 191740 | | 193192 | 22MAY1 | 135.00 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 A3143124 54160 135.00 1099: ACCT 1200 DEPT 4000 DUE 05/03/2022 DESC:CLOTHING REIMB 42 BAYBERRY DRIVE BALLSTON SPA NY 12020 | | | | | | | | | | | |
| 5598 | 00001 CDPHP UNIVERSAL | 191742 221020001422 | 220006 | 193194 | 22MAY1 | 17,094.12 | | .00 | 101,547.18 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: Y DISC: .00 E3577168 58010 17,094.12 1099:7 ACCT 1200 DEPT 7000 DUE 05/03/2022 DESC:10013542 P.O. BOX 5525 BINGHAMTON NY 13902-5525 | | | | | | | | | | | |
| 4985 | 00001 AXON ENTERPRISE, | 191743 INUS013350 | | 193195 | 22MAY1 | 29,412.00 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 A3143022 52230 14,706.00 1099: ACCT 1200 DEPT 4000 DUE 05/03/2022 DESC:144968 A3143024 54720 14,706.00 1099: P.O. BOX 29661-2018 PHOENIX AZ 85038-9661 | | | | | | | | | | | |
| 2948 | 00001 CDW GOVERNMENT I | 191744 Q280367 | 210561 | 193196 | 22MAY1 | 1,054.69 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 A3051414 54110 1,054.69 1099: ACCT 1200 DEPT 5000 DUE 05/03/2022 DESC:6731216 75 REMITTANCE DRIVE STE.1515 CHICAGO IL 60675-1515 | | | | | | | | | | | |

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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 | 191754 31216586W910 | 220035 | 193207 | 22MAY1 | 4,284.68 | | .00 | 67,640.76 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3638184 | 54521 | | 3,269.68 | 1099: |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:RFP | 2021-21 | | | A3638184 | 54700 | | 1,015.00 | 1099: |
| P O BOX 535233 PITTSBURGH PA 15253-5233 | | | | | | | | | | | |
| 1155 | 00001 COUNTY WASTE & R | 191755 31216586W910 | | 193208 | 22MAY1 | 400.00 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3638184 | 54180 | | 400.00 | 1099: |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:6910-18324018 | | | | | | | | |
| P O BOX 535233 PITTSBURGH PA 15253-5233 | | | | | | | | | | | |
| 152 | 00000 CREIGHTON MANNIN | 191756 120295#12 | 200728 | 193209 | 22MAY1 | 145.00 | | .00 | 97,010.00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | H3638332 | 52000 1167 | | 145.00 | 1099:7 |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:RFP | 2020-17 | | | | | | | |
| 2 WINNERS CIRCLE ALBANY NY 12205 | | | | | | | | | | | |
| 137 | 00000 C T MALE ASSOCIA | 191757 100773 | 210290 | 193210 | 22MAY1 | 7,122.00 | | .00 | 39,075.00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | H3638332 | 52000 1261 | | 7,122.00 | 1099:7 |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:21.1558 | | | | | | | | |
| 50 CENTURY HILL DRIVE LATHAM NY 12110 | | | | | | | | | | | |
| 7703 | 00000 JOHN DALEY | 191758 191758 | | 193211 | 22MAY1 | 4.13 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3011721 | 51974 | | 4.13 | 1099: |
| ACCT 1200 | DEPT 1000 | DUE 05/03/2022 | DESC:MVP | REBATE | | | | | | | |
| 55 PHILA ST. SPT. 302 SARATOGA SPRINGS NY 12866 | | | | | | | | | | | |
| 5404 | 00000 ROBERT DENNIS | 191759 191759 | | 193212 | 22MAY1 | 4.13 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3011721 | 51974 | | 4.13 | 1099: |
| ACCT 1200 | DEPT 1000 | DUE 05/03/2022 | DESC:MVP | REBATE | | | | | | | |
| 44 PARKVIEW LANE GLENS FALLS NY 12801 | | | | | | | | | | | |
| 7515 | 00000 ADAM DINGMON | 191760 191760 | | 193213 | 22MAY1 | 470.00 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143124 | 54570 | | 470.00 | 1099: |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:REIMBURSEMENT | | | | | | | | |
| 133 MINER ROAD PORTER CORNERS NY 12859 | | | | | | | | | | | |

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NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|------------------------------|------------------------|-----------------------|-------------------------|-----------|---------|------------|----------------|------------|----------|-----|
| 5826 | 00000 EMSCHARTS | 191761 INV00111849 | | 193214 | 22MAY1 | 5,968.88 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143414 54720 | 5,968.88 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:S00001909 | | | | | | | |
| PO BOX 645348 | PITTSBURGH PA | 15264-5348 | | | | | | | | |
| 9028 | 00000 ESTATE OF JENNIF | 191762 191762 | | 193215 | 22MAY1 | 4.13 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3011721 51974 | 4.13 | 1099: | |
| ACCT 1200 | DEPT 1000 | DUE 05/03/2022 | DESC:MVP REBATE | | | | | | | |
| 8 KEMPTON PLACE APT. 4 | SARATOGA SPRINGS NY | 12866 | | | | | | | | |
| 9120 | 00000 ESTATE OF MATTHE | 191763 191763 | | 193216 | 22MAY1 | 862.50 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: Y | DISC: .00 | | | E 2615 | 862.50 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 05/03/2022 | DESC:CITY CENTER REFUND | | | | | | | |
| 315 HARMONY MILL LOFTS | COHOES NY | 12047 | | | | | | | | |
| 7643 | 00000 FEDERAL EASTERN | 191765 53489000 | 220062 | 193219 | 22MAY1 | 1,093.26 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143122 52205 | 1,093.26 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:1898 | | | | | | | |
| 1523 CHAFFEE ROAD S, UNIT 12 | JACKSONVILLE FL | 32221 | | | | | | | | |
| 7643 | 00000 FEDERAL EASTERN | 191766 53535604 | 220071 | 193220 | 22MAY1 | 222.75 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143122 52620 | 222.75 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:1898 | | | | | | | |
| 1523 CHAFFEE ROAD S, UNIT 12 | JACKSONVILLE FL | 32221 | | | | | | | | |
| 7643 | 00000 FEDERAL EASTERN | 191767 53536104 | 220068 | 193221 | 22MAY1 | 222.75 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143122 52620 | 222.75 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:1898 | | | | | | | |
| 1523 CHAFFEE ROAD S, UNIT 12 | JACKSONVILLE FL | 32221 | | | | | | | | |
| 7643 | 00000 FEDERAL EASTERN | 191768 53536004 | 220067 | 193222 | 22MAY1 | 222.75 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143122 52620 | 222.75 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:1898 | | | | | | | |
| 1523 CHAFFEE ROAD S, UNIT 12 | JACKSONVILLE FL | 32221 | | | | | | | | |

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NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|-----------|--------------------------|-----------------------------|--------------------|-----------|---------|------------|----------------|------------|----------|-----|
| 7643 | 00000 FEDERAL EASTERN | 191769 53535804 | 220066 | 193223 | 22MAY1 | 222.75 | .00 | .00 | | |
| CASH A | 2022/05 INV | 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143122 52620 | 222.75 | 1099: | |
| ACCT 1200 | DEPT 4000 DUE | 05/03/2022 | DESC:1898 | | | | | | | |
| 1523 | CHAFFEE ROAD S, UNIT 12 | JACKSONVILLE FL 32221 | | | | | | | | |
| 7643 | 00000 FEDERAL EASTERN | 191770 53535304 | 220069 | 193224 | 22MAY1 | 222.75 | .00 | .00 | | |
| CASH A | 2022/05 INV | 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143122 52620 | 222.75 | 1099: | |
| ACCT 1200 | DEPT 4000 DUE | 05/03/2022 | DESC:1898 | | | | | | | |
| 1523 | CHAFFEE ROAD S, UNIT 12 | JACKSONVILLE FL 32221 | | | | | | | | |
| 7643 | 00000 FEDERAL EASTERN | 191771 53535504 | 220070 | 193225 | 22MAY1 | 361.75 | .00 | .00 | | |
| CASH A | 2022/05 INV | 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143122 52620 | 361.75 | 1099: | |
| ACCT 1200 | DEPT 4000 DUE | 05/03/2022 | DESC:1898 | | | | | | | |
| 1523 | CHAFFEE ROAD S, UNIT 12 | JACKSONVILLE FL 32221 | | | | | | | | |
| 1 | 00001 COMMISSIONER OF | 191772 03/24/2022 | | 193226 | 22MAY1 | 9.25 | .00 | .00 | | |
| CASH A | 2022/05 INV | 04/27/2022 | SEP-CHK: Y | DISC: .00 | | | A3011474 54120 | 9.25 | 1099: | |
| ACCT 1200 | DEPT 1000 DUE | 05/03/2022 | DESC:CIVIL SERVICE | | | | | | | |
| | CITY HALL - 474 BROADWAY | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 1 | 00001 COMMISSIONER OF | 191773 03/30/2022 | | 193227 | 22MAY1 | 9.90 | .00 | .00 | | |
| CASH A | 2022/05 INV | 04/27/2022 | SEP-CHK: Y | DISC: .00 | | | A3011474 54120 | 9.90 | 1099: | |
| ACCT 1200 | DEPT 1000 DUE | 05/03/2022 | DESC:CIVIL SERVICE | | | | | | | |
| | CITY HALL - 474 BROADWAY | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 1 | 00001 COMMISSIONER OF | 191774 10/12/21-01/05/22 | | 193228 | 22MAY1 | 463.86 | .00 | .00 | | |
| CASH A | 2022/05 INV | 04/27/2022 | SEP-CHK: Y | DISC: .00 | | | E3577164 54650 | 463.86 | 1099: | |
| ACCT 1200 | DEPT 7000 DUE | 05/03/2022 | DESC:010007 | | | | | | | |
| | CITY HALL - 474 BROADWAY | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 3084 | 00001 F W WEBB COMPANY | 191775 75775948 | | 193229 | 22MAY1 | 377.30 | .00 | .00 | | |
| CASH A | 2022/05 INV | 04/27/2022 | SEP-CHK: N | DISC: .00 | | | F3638334 54180 | 377.30 | 1099: | |
| ACCT 1200 | DEPT 3000 DUE | 05/03/2022 | DESC:57289 | | | | | | | |
| 160 | MIDDLESEX TURNPIKE | BEDFORD MA 01730 | | | | | | | | |

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NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|----------------|---------------------------|----------------------|-------------------|-----------|---------|------------|---------------------|------------|----------|-----|
| 9058 | 00000 ANNA GALERIE | 191776 21-134081 | | 193230 | 22MAY1 | 70.00 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A044 41640 | 70.00 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:08/04/2021 | | | | | | | |
| 1289 | 00000 CREATIVE BRICK & | 191777 717824 | | 193231 | 22MAY1 | 273.17 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3537124 54180 | 273.17 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:SARATOGA SPR | | | | | | | |
| 2920 | 99TH STREET STURTEVANT WI | 53177 | | | | | | | | |
| 189 | 00001 GRAINGER | 191778 191778 | 220357 | 193232 | 22MAY1 | 1,102.93 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143122 52620 | 399.41 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:849444310 | | | | A3143624 54842 | 703.52 | 1099: | |
| DEPT 800013294 | PALATINE IL | 60038-0001 | | | | | | | | |
| 189 | 00002 GRAINGER | 191779 9273545617 | | 193233 | 22MAY1 | 48.18 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3638184 54180 | 48.18 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:800013294 | | | | | | | |
| DEPT.800013294 | PALATINE IL | 60038-0001 | | | | | | | | |
| 189 | 00002 GRAINGER | 191780 9280685034 | | 193234 | 22MAY1 | 483.20 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: Y | DISC: .00 | | | E3577164 54140 | 483.20 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 05/03/2022 | DESC:812909570 | | | | | | | |
| DEPT.800013294 | PALATINE IL | 60038-0001 | | | | | | | | |
| 189 | 00002 GRAINGER | 191781 9279862891 | | 193235 | 22MAY1 | 516.10 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: Y | DISC: .00 | | | E3577164 54140 | 516.10 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 05/03/2022 | DESC:812909570 | | | | | | | |
| DEPT.800013294 | PALATINE IL | 60038-0001 | | | | | | | | |
| 191 | 00000 GRASSLAND EQUIPM | 191782 1306280 | | 193236 | 22MAY1 | 296.50 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3567144 54180 3000 | 296.50 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:48300 | | | | | | | |
| 892-898 | TROY SCHENECTADY ROAD | LATHAM NY 12110 | | | | | | | | |

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 |
|-------------------------------|------------------------|----------------------------|-----------------------|-----------|---------|------------|---------------------|------------|----------|-------|
| 2439 | 00012 HOME DEPOT/MAINT | 191790 9270186 | | 193244 | 22MAY1 | 50.73 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3567144 54180 3000 | | 50.73 | 1099: |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:6035622504016258 | | | | | | | |
| DEP. XX-XXXXXX6258 | PO BOX 70293 | PHILADELPHIA PA 19176-0293 | | | | | | | | |
| 2439 | 00012 HOME DEPOT/MAINT | 191791 4021773 | | 193245 | 22MAY1 | 59.16 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3567194 54180 3000 | | 59.16 | 1099: |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:6035622504016258 | | | | | | | |
| DEP. XX-XXXXXX6258 | PO BOX 70293 | PHILADELPHIA PA 19176-0293 | | | | | | | | |
| 2439 | 00001 HOME DEPOT PRO | 191792 678047796 | | 193246 | 22MAY1 | 73.23 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143124 54140 | | 73.23 | 1099: |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:712642 | | | | | | | |
| 13924 COLLECTION CENTER DRIVE | CHICAGO IL 60693 | | | | | | | | | |
| 2439 | 00012 HOME DEPOT/MAINT | 191793 8270119 | | 193247 | 22MAY1 | 123.31 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3031624 54610 | | 123.31 | 1099: |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:6035622504016258 | | | | | | | |
| DEP. XX-XXXXXX6258 | PO BOX 70293 | PHILADELPHIA PA 19176-0293 | | | | | | | | |
| 2439 | 00012 HOME DEPOT/MAINT | 191794 5270206 | | 193248 | 22MAY1 | 125.75 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3567144 54180 3000 | | 125.75 | 1099: |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:6035622504016258 | | | | | | | |
| DEP. XX-XXXXXX6258 | PO BOX 70293 | PHILADELPHIA PA 19176-0293 | | | | | | | | |
| 2439 | 00012 HOME DEPOT/MAINT | 191795 5260556 | | 193249 | 22MAY1 | 129.00 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3567194 54140 3000 | | 129.00 | 1099: |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:6035622504016258 | | | | | | | |
| DEP. XX-XXXXXX6258 | PO BOX 70293 | PHILADELPHIA PA 19176-0293 | | | | | | | | |
| 2439 | 00012 HOME DEPOT/MAINT | 191796 5021606 | | 193250 | 22MAY1 | 158.62 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3031624 54610 | | 158.62 | 1099: |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:6035622504016258 | | | | | | | |
| DEP. XX-XXXXXX6258 | PO BOX 70293 | PHILADELPHIA PA 19176-0293 | | | | | | | | |


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NEW INVOICES

| VENDOR REMIT NAME | | | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|---------------------------|-------|------------------|-----------------------|----------------------------|-----------------------|-----------|------------|----------|------------|------------|----------|-------|
| 2439 | 00012 | HOME DEPOT/MAINT | 191797 3021882 | | 193251 | 22MAY1 | 160.52 | | .00 | .00 | | |
| CASH A | | | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3031624 | 54180 | | 160.52 | 1099: |
| ACCT 1200 | | | DEPT 3000 | DUE 05/03/2022 | DESC:6035622504016258 | | | | | | | |
| DEP. XX-XXXXXX6258 | | | PO BOX 70293 | PHILADELPHIA PA 19176-0293 | | | | | | | | |
| 2439 | 00012 | HOME DEPOT/MAINT | 191798 7970133 | | 193252 | 22MAY1 | 307.41 | | .00 | .00 | | |
| CASH A | | | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | F3638334 | 54110 | | 307.41 | 1099: |
| ACCT 1200 | | | DEPT 3000 | DUE 05/03/2022 | DESC:6035622504016258 | | | | | | | |
| DEP. XX-XXXXXX6258 | | | PO BOX 70293 | PHILADELPHIA PA 19176-0293 | | | | | | | | |
| 2439 | 00012 | HOME DEPOT/MAINT | 191799 3021973 | | 193253 | 22MAY1 | 355.73 | | .00 | .00 | | |
| CASH A | | | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3335014 | 54180 | | 355.73 | 1099: |
| ACCT 1200 | | | DEPT 3000 | DUE 05/03/2022 | DESC:6035622504016258 | | | | | | | |
| DEP. XX-XXXXXX6258 | | | PO BOX 70293 | PHILADELPHIA PA 19176-0293 | | | | | | | | |
| 2439 | 00012 | HOME DEPOT/MAINT | 191800 22353 | | 193254 | 22MAY1 | 456.75 | | .00 | .00 | | |
| CASH A | | | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3031624 | 54610 | | 456.75 | 1099: |
| ACCT 1200 | | | DEPT 3000 | DUE 05/03/2022 | DESC:6035622504016258 | | | | | | | |
| DEP. XX-XXXXXX6258 | | | PO BOX 70293 | PHILADELPHIA PA 19176-0293 | | | | | | | | |
| 2439 | 00008 | THE HOME DEPOT P | 191801 191801 | | 193255 | 22MAY1 | 803.95 | | .00 | .00 | | |
| CASH A | | | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3143414 | 54200 | | 803.95 | 1099: |
| ACCT 1200 | | | DEPT 4000 | DUE 05/03/2022 | DESC:879234 | | | | | | | |
| PO BOX 404468 | | | ATLANTA GA 30384-4468 | | | | | | | | | |
| 2439 | 00012 | HOME DEPOT/MAINT | 191802 5260396 | | 193256 | 22MAY1 | 917.91 | | .00 | .00 | | |
| CASH A | | | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3335012 | 52300 | | 917.91 | 1099: |
| ACCT 1200 | | | DEPT 3000 | DUE 05/03/2022 | DESC:6035622504016258 | | | | | | | |
| DEP. XX-XXXXXX6258 | | | PO BOX 70293 | PHILADELPHIA PA 19176-0293 | | | | | | | | |
| 8958 | 00000 | INTEGRATED VALUT | 191803 21-073 | 210337 | 193257 | 22MAY1 | 4,500.00 | | .00 | 7,500.00 | | |
| CASH A | | | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | H3517142 | 52000 1252 | | 4,500.00 | 1099: |
| ACCT 1200 | | | DEPT 1000 | DUE 05/03/2022 | DESC:04/11/2022 | | | | | | | |
| 10 MAXWELL DR. SUITE 104A | | | CLIFTON PARK NY 12065 | | | | | | | | | |

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NEW INVOICES

| VENDOR | REMIT NAME | | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|---|--------------------------|------------------------------------|----------------------|----------|---------|---------|------------|-----------|-------|------------|----------|-----|
| 1980 | 00000 ROBERT JILLSON | | 191804 191804 | | 193258 | 22MAY1 | 114.11 | | .00 | .00 | | |
| CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | A3143124 | 54160 | | | 114.11 | 1099: | | | |
| ACCT 1200 | DEPT 4000 DUE 05/03/2022 | DESC:REIMBURSEMENT | | | | | | | | | | |
| 8 PADDINGTON DRIVE SARATOGA SPRINGS NY 12866 | | | | | | | | | | | | |
| 5966 | 00000 JOE JOHNSON EQUI | | 191805 P40346 | | 193259 | 22MAY1 | 2,627.13 | | .00 | .00 | | |
| CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | A3335014 | 54510 | | | 2,627.13 | 1099: | | | |
| ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:SARAT001 | | | | | | | | | | |
| 62 LAGRANGE AVENUE ROCHESTER NY 14613 | | | | | | | | | | | | |
| 9112 | 00000 ROBERT KOCIS | | 191806 191806 | | 193260 | 22MAY1 | 144.00 | | .00 | .00 | | |
| CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | A3113624 | 54250 | | | 144.00 | 1099: | | | |
| ACCT 1200 | DEPT 1000 DUE 05/03/2022 | DESC:TRAVEL | | | | | | | | | | |
| 53 GRACE MOORE ROAD SARATOGA SPRINGS NY 12866 | | | | | | | | | | | | |
| 7024 | 00000 LA ROSA'S AUTOMO | | 191807 191807 | 220297 | 193261 | 22MAY1 | 38,055.86 | | .00 | 11,880.00 | | |
| CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | A3143122 | 52400 | | | 38,055.86 | 1099: | | | |
| ACCT 1200 | DEPT 4000 DUE 05/03/2022 | DESC:COMPLETE OUTFITTING FOR 3 NEW | | | | | | | | | | |
| 1100 ALTAMONT AVEUNE SCHENECTADY NY 12303 | | | | | | | | | | | | |
| 4940 | 00001 LABELLA ASSOCIAT | | 191808 161547 | 220240 | 193262 | 22MAY1 | 1,564.15 | | .00 | 389.85 | | |
| CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | A3031444 | 54725 | | | 1,564.15 | 1099: | | | |
| ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:2221175.02 | | | | | | | | | | |
| 300 STATE STREET STE.201 ROCHESTER NY 14614 | | | | | | | | | | | | |
| 6369 | 00001 LAKESIDE PLASTIC | | 191810 T163933-IN | | 193264 | 22MAY1 | 2,040.00 | | .00 | .00 | | |
| CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | F3638352 | 52300 | | | 2,040.00 | 1099: | | | |
| ACCT 1200 | DEPT 3000 DUE 05/03/2022 | DESC:20-SARSPR | | | | | | | | | | |
| P.O. BOX 2384 OSHKOSH WI 54903-2384 | | | | | | | | | | | | |
| 8876 | 00000 LIFE-ASSIST, INC | | 191812 1197203 | 210190 | 193266 | 22MAY1 | 184.40 | | .00 | 2,259.80 | | |
| CASH A | 2022/05 INV 04/27/2022 | SEP-CHK: N | DISC: .00 | A3143424 | 54180 | | | 184.40 | 1099: | | | |
| ACCT 1200 | DEPT 4000 DUE 05/03/2022 | DESC:12866FD | | | | | | | | | | |
| 11277 SUNRISE PARK DRIVE RANCHO CODOVA CA 95742 | | | | | | | | | | | | |

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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 |
|--|-------|------------------|--------------------|--------|---------|---------|------------|---------|-------|------------|----------|-----|
| 327 | 00001 | PALLETTE STONE C | 191841 191841 | 220078 | 193295 | 22MAY1 | 606.31 | | .00 | 27,860.56 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 | | | | | | | A3335014 | 54100 | | 606.31 | 1099: | |
| ACCT 1200 DEPT 3000 DUE 05/03/2022 DESC:19018 | | | | | | | | | | | | |
| 269 BALLARD ROAD WILTON NY 12831 | | | | | | | | | | | | |
| 327 | 00001 | PALLETTE STONE C | 191842 227167 | 220340 | 193296 | 22MAY1 | 874.70 | | .00 | 28,837.30 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 | | | | | | | A3335014 | 54100 | | 874.70 | 1099: | |
| ACCT 1200 DEPT 3000 DUE 05/03/2022 DESC:19018 | | | | | | | | | | | | |
| 269 BALLARD ROAD WILTON NY 12831 | | | | | | | | | | | | |
| 1816 | 00000 | PEACHTREE DATA, | 191843 P167619 | | 193297 | 22MAY1 | 130.00 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 | | | | | | | F3638314 | 54110 | | 130.00 | 1099: | |
| ACCT 1200 DEPT 3000 DUE 05/03/2022 DESC:CIT008 | | | | | | | | | | | | |
| 2905 PREMIERE PARKWAY SUITE 200 DULUTH GA 30097-5275 | | | | | | | | | | | | |
| 329 | 00000 | POMPA BROTHERS | 191844 74046 | 220344 | 193298 | 22MAY1 | 92.57 | | .00 | 4,907.43 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 | | | | | | | A3335014 | 54100 | | 92.57 | 1099: | |
| ACCT 1200 DEPT 3000 DUE 05/03/2022 DESC:222 | | | | | | | | | | | | |
| 5 PETRIFIED GARDENS RD SARATOGA SPRINGS NY 12866 | | | | | | | | | | | | |
| 3132 | 00000 | PUBLIC SAFETY PS | 191845 220311 | | 193299 | 22MAY1 | 1,800.00 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 | | | | | | | A3011474 | 54290 | | 1,800.00 | 1099:7 | |
| ACCT 1200 DEPT 1000 DUE 05/03/2022 DESC:SSFD | | | | | | | | | | | | |
| 18 CORPORATE WOODS BLVD. SUITE 120 ALBANY NY 12211 | | | | | | | | | | | | |
| 3786 | 00000 | QUALIFICATION TA | 191846 22201393 | 220346 | 193300 | 22MAY1 | 739.74 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 | | | | | | | A3143122 | 52206 | | 739.74 | 1099: | |
| ACCT 1200 DEPT 4000 DUE 05/03/2022 DESC:04/12/2022 | | | | | | | | | | | | |
| 1145 CLYDE HANSON DRIVE HAMMOND WI 54015-5035 | | | | | | | | | | | | |
| 9018 | 00000 | GLENN RAIA | 191847 191847 | | 193301 | 22MAY1 | 4.13 | | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 | | | | | | | A3011721 | 51974 | | 4.13 | 1099: | |
| ACCT 1200 DEPT 1000 DUE 05/03/2022 DESC:MVP REBATE | | | | | | | | | | | | |
| 476 GANSEVOORT RD. FORT EDWARD NY 12828 | | | | | | | | | | | | |

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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 |
|---|------------------------|-----------------------|-------------------|-----------|---------|------------|----------|------------|------------|----------|--------|
| 368 | 00007 SARATOGA HOSPITA | 191862 191862 | | 193317 | 22MAY1 | 1,897.00 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3011474 | 54290 | | 1,897.00 | 1099: |
| ACCT 1200 | DEPT 1000 | DUE 05/03/2022 | DESC:OM_SARSCIVL | | | | | | | | |
| OCCUPATION SERVICES A SERVICE OF SARATOGA HOSPITAL MECHANICVILLE NY 12118 | | | | | | | | | | | |
| 368 | 00007 SARATOGA HOSPITA | 191863 04/05/2022 | | 193318 | 22MAY1 | 2,207.00 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143414 | 54720 | | 2,207.00 | 1099: |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:OM_SARAPFIRE | | | | | | | | |
| OCCUPATION SERVICES A SERVICE OF SARATOGA HOSPITAL MECHANICVILLE NY 12118 | | | | | | | | | | | |
| 371 | 00002 SARATOGA QUALITY | 191864 2204-192515 | | 193319 | 22MAY1 | 52.34 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | F3638334 | 54180 | | 52.34 | 1099: |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:4345 | | | | | | | | |
| BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525 | | | | | | | | | | | |
| 371 | 00002 SARATOGA QUALITY | 191865 2204-191725 | | 193320 | 22MAY1 | 55.53 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | F3638334 | 54180 | | 55.53 | 1099: |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:4345 | | | | | | | | |
| BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525 | | | | | | | | | | | |
| 371 | 00002 SARATOGA QUALITY | 191866 2204-194015 | | 193321 | 22MAY1 | 143.96 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3567144 | 54180 3000 | | 143.96 | 1099: |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:4345 | | | | | | | | |
| BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525 | | | | | | | | | | | |
| 4701 | 00000 SARATOGA TODAY | 191867 191867 | | 193322 | 22MAY1 | 135.64 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3051414 | 54490 | | 135.64 | 1099: |
| ACCT 1200 | DEPT 5000 | DUE 05/03/2022 | DESC:4956 | | | | | | | | |
| 2254 ROUTE 50 SOUTH SARATOGA SPRINGS NY 12866 | | | | | | | | | | | |
| 399 | 00001 SARATOGA VETERIN | 191868 266632 | | 193323 | 22MAY1 | 11.63 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143124 | 54970 | | 11.63 | 1099:7 |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:1255 | | | | | | | | |
| 693 ROUTE 9 GANSEVOORT NY 12831 | | | | | | | | | | | |

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CITY OF SARATOGA SPRINGS LIVE
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CLERK: u101 BATCH: 3523

NEW INVOICES

| VENDOR REMIT NAME | | | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|---------------------|-------|------------------|----------------------------|-----------------|---------|-----------|------------|----------|------------|------------|----------|-----|
| 2787 | 00001 | SCHINDLER ELEVAT | 191869 8105850126 | 220260 | 193324 | 22MAY1 | 2,009.28 | | .00 | .00 | | |
| CASH A | | | 2022/05 INV 04/27/2022 | SEP-CHK: N | | DISC: .00 | | A3335654 | 54610 | 2,009.28 | 1099: | |
| ACCT 1200 | | | DEPT 3000 DUE 05/03/2022 | DESC:5000230473 | | | | | | | | |
| P O BOX 93050 | | | CHICAGO IL 60673-3050 | | | | | | | | | |
| 2787 | 00001 | SCHINDLER ELEVAT | 191870 8105856332 | 220260 | 193325 | 22MAY1 | 2,009.28 | | .00 | .00 | | |
| CASH A | | | 2022/05 INV 04/27/2022 | SEP-CHK: N | | DISC: .00 | | A3031644 | 54612 | 2,009.28 | 1099: | |
| ACCT 1200 | | | DEPT 3000 DUE 05/03/2022 | DESC:5000230473 | | | | | | | | |
| P O BOX 93050 | | | CHICAGO IL 60673-3050 | | | | | | | | | |
| 2787 | 00001 | SCHINDLER ELEVAT | 191871 8105858338 | 220260 | 193326 | 22MAY1 | 2,009.28 | | .00 | .00 | | |
| CASH A | | | 2022/05 INV 04/27/2022 | SEP-CHK: N | | DISC: .00 | | A3031624 | 54610 | 2,009.28 | 1099: | |
| ACCT 1200 | | | DEPT 3000 DUE 05/03/2022 | DESC:5000230473 | | | | | | | | |
| P O BOX 93050 | | | CHICAGO IL 60673-3050 | | | | | | | | | |
| 184 | 00005 | SHELTERPOINT LIF | 191874 01/01-03/31/2022 | | 193329 | 22MAY1 | 2,470.65 | | .00 | .00 | | |
| CASH A | | | 2022/05 INV 04/27/2022 | SEP-CHK: N | | DISC: .00 | | A3011474 | 54770 | 13.65 | 1099:7 | |
| ACCT 1200 | | | DEPT 1000 DUE 05/03/2022 | DESC:D275951 | | | | A3719074 | 54770 | 250.25 | 1099:7 | |
| PO BOX 9340 | | | GARDEN CITY NY 11530 | | | | | A3729074 | 54770 | 141.05 | 1099:7 | |
| | | | | | | | | A3739074 | 54770 | 1,016.93 | 1099:7 | |
| | | | | | | | | F3739074 | 54770 | 233.12 | 1099:7 | |
| | | | | | | | | G3739074 | 54770 | 165.00 | 1099:7 | |
| | | | | | | | | A3749074 | 54770 | 386.75 | 1099:7 | |
| | | | | | | | | A3759074 | 54770 | 109.20 | 1099:7 | |
| | | | | | | | | A3769074 | 54770 | 72.80 | 1099:7 | |
| | | | | | | | | A3769074 | 54770 3000 | 81.90 | 1099:7 | |
| 2748 | 00001 | TIMOTHY SICKO | 191875 191875 | | 193330 | 22MAY1 | 4.13 | | .00 | .00 | | |
| CASH A | | | 2022/05 INV 04/27/2022 | SEP-CHK: N | | DISC: .00 | | A3011721 | 51974 | 4.13 | 1099: | |
| ACCT 1200 | | | DEPT 1000 DUE 05/03/2022 | DESC:MVP REBATE | | | | | | | | |
| 4055 JOCKEY STREET | | | BALLSTON LAKE NY 12019 | | | | | | | | | |
| 7309 | 00000 | SITEONE | 191876 117937033.001 | | 193331 | 22MAY1 | 40.54 | | .00 | .00 | | |
| CASH A | | | 2022/05 INV 04/27/2022 | SEP-CHK: N | | DISC: .00 | | A3567144 | 54180 3000 | 40.54 | 1099: | |
| ACCT 1200 | | | DEPT 3000 DUE 05/03/2022 | DESC:330254 | | | | | | | | |
| 24110 NETWORK PLACE | | | CHICAGO IL 60673 | | | | | | | | | |

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CITY OF SARATOGA SPRINGS LIVE
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CLERK: u101 BATCH: 3523

NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|----------------------------|---------------------------------------|-------------------------|-------------------------|-----------|---------|---------------------|---------------|------------|----------|-----|
| 7309 | 00000 SITEONE | 191877 117936791-001 | | 193332 | 22MAY1 | 567.59 | .00 | .00 | | |
| CASH A | 2022/05 INV | 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3567144 54330 3000 | | 567.59 | 1099: | |
| ACCT 1200 | DEPT 3000 DUE | 05/03/2022 | DESC:330254 | | | | | | | |
| 24110 NETWORK | PLACE CHICAGO IL | 60673 | | | | | | | | |
| 7309 | 00000 SITEONE | 191878 117390464-001 | | 193333 | 22MAY1 | 1,754.70 | .00 | .00 | | |
| CASH A | 2022/05 INV | 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3567144 54180 3000 | | 1,754.70 | 1099: | |
| ACCT 1200 | DEPT 3000 DUE | 05/03/2022 | DESC:330254 | | | | | | | |
| 24110 NETWORK | PLACE CHICAGO IL | 60673 | | | | | | | | |
| 743 | 00005 SKIDMORE COLLEGE | 191879 191879 | | 193334 | 22MAY1 | 675.00 | .00 | .00 | | |
| CASH A | 2022/05 INV | 04/27/2022 | SEP-CHK: Y | DISC: .00 | | E 2615 | | 675.00 | 1099: | |
| ACCT 1200 | DEPT 7000 DUE | 05/03/2022 | DESC:CITY CENTER REFUND | | | | | | | |
| 815 NORTH BROADWAY | SARATOGA SPRINGS NY | 12866-1632 | | | | | | | | |
| 7721 | 00000 SOLAR MISSION II | 191880 10254-056 | | 193335 | 22MAY1 | 26,108.12 | .00 | .00 | | |
| CASH A | 2022/05 INV | 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3021314 54650 | | 26,108.12 | 1099: | |
| ACCT 1200 | DEPT 2000 DUE | 05/03/2022 | DESC:1064 | | | | | | | |
| 230 PARK AVE., STE. 845 | ATTN: ACCOUNTS RECEIVABLE NEW YORK NY | 10169 | | | | | | | | |
| 345 | 00001 US POSTAL SERVIC | 191881 191881 | | 193336 | 22MAY1 | 352.50 | .00 | .00 | | |
| CASH A | 2022/05 INV | 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3011474 54120 | | 352.50 | 1099: | |
| ACCT 1200 | DEPT 1000 DUE | 05/03/2022 | DESC:CIVIL SERVICE | | | | | | | |
| STAMP FULFILLMENT SERVICES | P O BOX 7247 PHILADELPHIA PA | 19101-7103 | | | | | | | | |
| 2237 | 00001 STAPLES BUSINESS | 191882 3504202745 | | 193337 | 22MAY1 | 47.94 | .00 | .00 | | |
| CASH A | 2022/05 INV | 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3143124 54180 | | 47.94 | 1099: | |
| ACCT 1200 | DEPT 4000 DUE | 05/03/2022 | DESC:N005296 | | | | | | | |
| PO BOX 70242 | PHILADELPHIA PA | 19176-0242 | | | | | | | | |
| 2237 | 00001 STAPLES BUSINESS | 191883 3498580738 | | 193338 | 22MAY1 | 124.85 | .00 | .00 | | |
| CASH A | 2022/05 INV | 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3051414 54110 | | 124.85 | 1099: | |
| ACCT 1200 | DEPT 5000 DUE | 05/03/2022 | DESC:1005296 | | | | | | | |
| PO BOX 70242 | PHILADELPHIA PA | 19176-0242 | | | | | | | | |

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CITY OF SARATOGA SPRINGS LIVE
22MAY1

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CLERK: u101 BATCH: 3523

NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|------------------------|------------------------|------------------------------|-------------------------|-----------|---------|------------|---------------|------------|----------|-----|
| 2237 | 00001 STAPLES BUSINESS | 191884 3498580746 | | 193339 | 22MAY1 | 248.69 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3051414 | 54110 | 248.69 | 1099: | |
| ACCT 1200 | DEPT 5000 | DUE 05/03/2022 | DESC:1005296 | | | | | | | |
| PO BOX 70242 | PHILADELPHIA PA | 19176-0242 | | | | | | | | |
| 806 | 00000 STONE INDUSTRIES | 191885 0496527 | 220073 | 193340 | 22MAY1 | 184.00 | .00 | 11,719.00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3567244 | 54720 3000 | 184.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:R214285 | | | | | | | |
| 4305 ROUTE 50 | SARATOGA SPRINGS NY | 12866 | | | | | | | | |
| 420 | 00000 T & T SALES INC | 191886 3977 | | 193341 | 22MAY1 | 370.26 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3335014 | 54510 | 370.26 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:04/07/2022 | | | | | | | |
| 411 OLD NISKAYUNA ROAD | LATHAM NY | 12110 | | | | | | | | |
| 420 | 00000 T & T SALES INC | 191887 3999 | | 193342 | 22MAY1 | 1,245.47 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3335014 | 54510 | 1,245.47 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:04/14/2022 | | | | | | | |
| 411 OLD NISKAYUNA ROAD | LATHAM NY | 12110 | | | | | | | | |
| 4157 | 00000 THE UPS STORE - | 191888 1Z07278F0372600381 | | 193343 | 22MAY1 | 24.08 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3143314 | 54110 | 12.16 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 05/03/2022 | DESC:1Z07278F0368728467 | | | A3143314 | 54332 | 11.92 | 1099: | |
| 26F CONGRESS PLAZA | SARATOGA SPRINGS NY | 12866 | | | | | | | | |
| 4083 | 00000 RICHARD TIERSCH | 191889 191889 | | 193344 | 22MAY1 | 144.00 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3113624 | 54250 | 144.00 | 1099: | |
| ACCT 1200 | DEPT 1000 | DUE 05/03/2022 | DESC:TRAVEL | | | | | | | |
| 15 HORIZON DRIVE | SARATOGA SPRINGS NY | 12866 | | | | | | | | |
| 6290 | 00000 TRANE U.S. INC. | 191890 312529726 | | 193345 | 22MAY1 | 7,590.68 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: Y | DISC: .00 | | E3577164 | 54720 | 7,590.68 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 05/03/2022 | DESC:153914 | | | | | | | |
| P.O. BOX 406469 | ATLANTA GA | 30384-6469 | | | | | | | | |

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NEW INVOICES

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22MAY1

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CLERK: u101 BATCH: 3523

NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|------------------|------------------------|---------------------|------------------------|-----------|---------|------------|---------|-------|------------|----------|-----|
| 5493 | 00001 V I ENTERPRISES | 191906 000316829 | | 193361 | 22MAY1 | 239.12 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3335014 | 54510 | | 239.12 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:1840 | | | | | | | | |
| 819 RT 67 | BALLSTON SPA NY 12020 | | | | | | | | | | |
| 7528 | 00000 VISA | 191907 191907 | | 193362 | 22MAY1 | 173.72 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: Y | DISC: .00 | | E3577164 | 54201 | | 14.99 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 05/03/2022 | DESC:4121265990223856 | | | E3577164 | 54201 | | 89.00 | 1099: | |
| PO BOX 30131 | TAMPA FL 30131 | | | | | E3577164 | 54201 | | 17.75 | 1099: | |
| | | | | | | E3577164 | 54110 | | 51.98 | 1099: | |
| 7528 | 00000 VISA | 191908 191908 | | 193364 | 22MAY1 | 295.90 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: Y | DISC: .00 | | E3577164 | 54201 | | 86.00 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 05/03/2022 | DESC:4121265990223856 | | | E3577164 | 54201 | | 26.29 | 1099: | |
| PO BOX 30131 | TAMPA FL 30131 | | | | | E3577164 | 54201 | | 124.00 | 1099: | |
| | | | | | | E3577164 | 54110 | | 34.00 | 1099: | |
| | | | | | | E3577164 | 54792 | | 25.61 | 1099: | |
| 9104 | 00000 MICHAEL WANGERIN | 191909 191909 | | 193365 | 22MAY1 | 1,659.99 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3021694 | 54740 | | 1,659.99 | 1099: | |
| ACCT 1200 | DEPT 2000 | DUE 05/03/2022 | DESC:LOGMEIN REIMB | | | | | | | | |
| 577 ACLAND BLVD. | BALLSTON SPA NY 12020 | | | | | | | | | | |
| 9104 | 00000 MICHAEL WANGERIN | 191910 191910 | | 193366 | 22MAY1 | 169.00 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3021694 | 54740 | | 169.00 | 1099: | |
| ACCT 1200 | DEPT 2000 | DUE 05/03/2022 | DESC:MINDMANAGER REIMB | | | | | | | | |
| 577 ACLAND BLVD. | BALLSTON SPA NY 12020 | | | | | | | | | | |
| 3346 | 00001 W B MASON CO INC | 191911 229131274 | | 193367 | 22MAY1 | 1,404.20 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: Y | DISC: .00 | | E3577164 | 54140 | | 1,404.20 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 05/03/2022 | DESC:C11038768 | | | | | | | | |
| P O BOX 981101 | BOSTON MA 02298-1101 | | | | | | | | | | |
| 3346 | 00001 W B MASON CO INC | 191912 229329517 | | 193368 | 22MAY1 | 4.98 | | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | A3051414 | 54110 | | 4.98 | 1099: | |
| ACCT 1200 | DEPT 5000 | DUE 05/03/2022 | DESC:C1067550 | | | | | | | | |

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NEW INVOICES

| VENDOR REMIT NAME | | | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|-------------------------------------|-------|------------------|---------------------|----------------|-----------|---------|------------|----------|-------|------------|----------|-------|
| <hr/> | | | | | | | | | | | | |
| P O BOX 981101 BOSTON MA 02298-1101 | | | | | | | | | | | | |
| 3346 | 00001 | W B MASON CO INC | 191913 228999875 | | 193369 | 22MAY1 | 6.98 | | .00 | .00 | | |
| CASH A | | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143124 | 54140 | | 6.98 | 1099: |
| ACCT 1200 | | DEPT 4000 | DUE 05/03/2022 | DESC:C1067550 | | | | | | | | |
| P O BOX 981101 BOSTON MA 02298-1101 | | | | | | | | | | | | |
| 3346 | 00001 | W B MASON CO INC | 191914 229195622 | | 193370 | 22MAY1 | 13.96 | | .00 | .00 | | |
| CASH A | | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3143124 | 54140 | | 13.96 | 1099: |
| ACCT 1200 | | DEPT 4000 | DUE 05/03/2022 | DESC:C1067550 | | | | | | | | |
| P O BOX 981101 BOSTON MA 02298-1101 | | | | | | | | | | | | |
| 3346 | 00001 | W B MASON CO INC | 191915 229230680 | | 193371 | 22MAY1 | 15.96 | | .00 | .00 | | |
| CASH A | | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3021314 | 54110 | | 15.96 | 1099: |
| ACCT 1200 | | DEPT 2000 | DUE 05/03/2022 | DESC:C2650013 | | | | | | | | |
| P O BOX 981101 BOSTON MA 02298-1101 | | | | | | | | | | | | |
| 3346 | 00001 | W B MASON CO INC | 191916 229073014 | | 193372 | 22MAY1 | 19.95 | | .00 | .00 | | |
| CASH A | | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3011474 | 54110 | | 19.95 | 1099: |
| ACCT 1200 | | DEPT 1000 | DUE 05/03/2022 | DESC:C2650013 | | | | | | | | |
| P O BOX 981101 BOSTON MA 02298-1101 | | | | | | | | | | | | |
| 3346 | 00001 | W B MASON CO INC | 191917 228962908 | | 193373 | 22MAY1 | 19.95 | | .00 | .00 | | |
| CASH A | | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3031494 | 54110 | | 19.95 | 1099: |
| ACCT 1200 | | DEPT 3000 | DUE 05/03/2022 | DESC:C2650013 | | | | | | | | |
| P O BOX 981101 BOSTON MA 02298-1101 | | | | | | | | | | | | |
| 3346 | 00001 | W B MASON CO INC | 191918 229329730 | | 193374 | 22MAY1 | 23.94 | | .00 | .00 | | |
| CASH A | | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3051414 | 54110 | | 23.94 | 1099: |
| ACCT 1200 | | DEPT 5000 | DUE 05/03/2022 | DESC:C2650013 | | | | | | | | |
| P O BOX 981101 BOSTON MA 02298-1101 | | | | | | | | | | | | |
| 3346 | 00001 | W B MASON CO INC | 191919 221270910 | | 193376 | 22MAY1 | 32.38 | | .00 | .00 | | |
| CASH A | | 2022/05 | INV 04/27/2022 | SEP-CHK: Y | DISC: .00 | | | E3577164 | 54140 | | 52.36 | 1099: |
| ACCT 1200 | | DEPT 7000 | DUE 05/03/2022 | DESC:CM0678571 | | | | E3577164 | 54110 | | -19.98 | 1099: |
| P O BOX 981101 BOSTON MA 02298-1101 | | | | | | | | | | | | |

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NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|--------------------------|---------------------------|--------------------------------|----------------------------|-----------|---------|------------|---------------------|------------|----------|-----|
| 1973 | 00000 WOLBERG ELECTRIC | 191929 2431954 | | 193386 | 22MAY1 | 17.90 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3031624 54610 | 17.90 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:13696 | | | | | | | |
| 35 INDUSTRIAL | PARK ROAD P O BOX 6309 | ALBANY NY 12206-0309 | | | | | | | | |
| 1973 | 00000 WOLBERG ELECTRIC | 191930 2433291 | | 193387 | 22MAY1 | 32.70 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3567174 54180 3000 | 32.70 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:13696 | | | | | | | |
| 35 INDUSTRIAL | PARK ROAD P O BOX 6309 | ALBANY NY 12206-0309 | | | | | | | | |
| 1973 | 00000 WOLBERG ELECTRIC | 191931 2431951 | | 193388 | 22MAY1 | 115.50 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3031654 54610 | 115.50 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:13696 | | | | | | | |
| 35 INDUSTRIAL | PARK ROAD P O BOX 6309 | ALBANY NY 12206-0309 | | | | | | | | |
| 1973 | 00000 WOLBERG ELECTRIC | 191932 2432716 | | 193389 | 22MAY1 | 131.39 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3335654 54610 | 131.39 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:13696 | | | | | | | |
| 35 INDUSTRIAL | PARK ROAD P O BOX 6309 | ALBANY NY 12206-0309 | | | | | | | | |
| 1973 | 00000 WOLBERG ELECTRIC | 191933 2432144 | | 193390 | 22MAY1 | 488.67 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3335654 54610 | 488.67 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 05/03/2022 | DESC:13696 | | | | | | | |
| 35 INDUSTRIAL | PARK ROAD P O BOX 6309 | ALBANY NY 12206-0309 | | | | | | | | |
| 8683 | 00000 ZOOM VIDEO COMMU | 191934 INV136944304 | | 193391 | 22MAY1 | 50.00 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: N | DISC: .00 | | | A3021694 54720 | 50.00 | 1099: | |
| ACCT 1200 | DEPT 2000 | DUE 05/03/2022 | DESC:52540114 | | | | | | | |
| PO BOX 888843 | LOS ANGELES CA 90088-8843 | | | | | | | | | |
| 305 | 00001 NYCOM | 191935 2022NMLMTNGTT6JA00F5 | | 193392 | 22MAY1 | 420.00 | .00 | .00 | | |
| CASH A | 2022/05 | INV 04/27/2022 | SEP-CHK: Y | DISC: .00 | | | A3051414 54250 | 420.00 | 1099: | |
| ACCT 1200 | DEPT 5000 | DUE 05/03/2022 | DESC:S. CONNORS & D. MORAN | | | | | | | |
| NYS CONFERENCE OF MAYORS | 119 WASHINGTON AVENUE | ALBANY NY 12210 | | | | | | | | |

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CLERK: u101 BATCH: 3523

NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|--|------------------------|----------------------|--------|---------|---------|-------------------|---------------|------------|----------|-----|
| 70 | 00000 ADVANTAGE PRESS | 191936 47327 | | 193393 | 22MAY1 | 250.00 | .00 | .00 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 6000 DUE 05/03/2022 DESC:03/31/2022 74 WARREN STREET SARATOGA SPRINGS NY 12866 | | | | | | | | | | |
| 3256 | 00000 UNIFIRST CORPORA | 191937 1110156134 | 220022 | 193394 | 22MAY1 | 56.78 | .00 | 4,925.42 | | |
| CASH A 2022/05 INV 04/27/2022 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 05/03/2022 DESC:1269238 PO BOX 650481 DALLAS TX 75265-0481 | | | | | | | | | | |
| 246 APPROVED UNPAID INVOICES | | | | | | TOTAL | 488,236.84 | | | |
| 246 INVOICE(S) | | | | | | REPORT POST TOTAL | 488,236.84 | | | |

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CITY OF SARATOGA SPRINGS LIVE
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CLERK: u101 BATCH: 3523

ACCOUNT DISTRIBUTION SUMMARY

| YR/PER | ORG | ACCOUNT | DESCRIPTION | AMOUNT | REMAINING BUDGET |
|---------|----------|------------------------|-----------------|-----------|------------------|
| 2022 05 | A044 | A -04-4-0000-0-41640 - | AMBULANCE TRANS | 70.00 | REV .00 |
| | A051 | A -05-1-0000-0-42220 - | CIVIL SERVICE F | 4,129.50 | REV .00 |
| | A063 | A -06-3-0000-0-42412 - | CASINO CHAIR RE | 210.00 | REV .00 |
| | A3011424 | A -30-1-1420-4-54740 - | SERVICE CONTRAC | 244.82 | 2,245.28 |
| | A3011474 | A -30-1-1431-4-54110 - | OFFICE SUPPLIES | 19.95 | 1,480.05 |
| | A3011474 | A -30-1-1431-4-54120 - | POSTAGE | 371.65 | 510.39 |
| | A3011474 | A -30-1-1431-4-54290 - | MEDICAL EXAMS | 3,697.00 | 9,903.00 |
| | A3011474 | A -30-1-1431-4-54671 - | PHONES & FAX | 60.00 | 1,742.63 |
| | A3011474 | A -30-1-1431-4-54740 - | SERVICE CONTRAC | 373.97 | 1,669.89 |
| | A3011474 | A -30-1-1431-4-54770 - | DISABILITY INSU | 13.65 | 49.41 |
| | A3011721 | A -30-1-1722-1-51974 - | REBATE MEDICAL | 41.30 | 4.13 |
| | A3021314 | A -30-2-1310-4-54110 - | OFFICE SUPPLIES | 15.96 | 8,195.03 |
| | A3021314 | A -30-2-1310-4-54650 - | UTILITIES | 26,108.12 | 323,971.07 |
| | A3021692 | A -30-2-1681-2-52230 - | HARDWARE | 567.97 | 58,630.11 |
| | A3021694 | A -30-2-1681-4-54720 - | SERVICE CONTRAC | 24,690.00 | 59,885.91 |
| | A3021694 | A -30-2-1681-4-54740 - | SERVICE CONTRAC | 1,941.49 | 44,770.55 |
| | A3031444 | A -30-3-1440-4-54110 - | OFFICE SUPPLIES | 46.26 | 1,193.85 |
| | A3031444 | A -30-3-1440-4-54725 - | SERVICE CONTRAC | 1,564.15 | 61,500.00 |
| | A3031494 | A -30-3-1490-4-54110 - | OFFICE SUPPLIES | 19.95 | 2,779.41 |
| | A3031594 | A -30-3-1590-4-54610 - | REPAIRS & MAINT | 4,019.28 | -405.78 |
| | A3031624 | A -30-3-1620-4-54180 - | OTHER SUPPLIES | 160.52 | 1,421.96 |
| | A3031624 | A -30-3-1620-4-54610 - | REPAIRS & MAINT | 3,216.32 | -4,296.02 |
| | A3031624 | A -30-3-1620-4-54720 - | SERVICE CONTRAC | 1,621.00 | 8,783.00 |
| | A3031644 | A -30-3-1622-4-54612 - | ARTS CENTER REP | 2,009.28 | 4,425.07 |
| | A3031654 | A -30-3-1623-4-54160 - | UNIFORMS | 432.82 | 1,537.09 |
| | A3031654 | A -30-3-1623-4-54180 - | OTHER SUPPLIES | 102.26 | 11,497.30 |
| | A3031654 | A -30-3-1623-4-54210 - | GARAGE SUPPLIES | 161.85 | 468.32 |
| | A3031654 | A -30-3-1623-4-54610 - | REPAIRS & MAINT | 217.91 | 11,777.94 |
| | A3051414 | A -30-5-1410-4-54110 - | OFFICE SUPPLIES | 1,794.13 | 11,967.52 |
| | A3051414 | A -30-5-1410-4-54250 - | CONFERENCE REGI | 420.00 | 2,084.77 |
| | A3051414 | A -30-5-1410-4-54490 - | GENERAL ADVERTI | 135.64 | 7,566.46 |
| | A3051414 | A -30-5-1410-4-54573 - | RISK-SAFETY PRO | 2,321.85 | 36,156.44 |
| | A3051414 | A -30-5-1410-4-54720 - | SERVICE CONTRAC | 525.14 | .00 |
| | A3113624 | A -31-1-3620-4-54110 - | OFFICE SUPPLIES | 278.14 | 3,289.56 |
| | A3113624 | A -31-1-3620-4-54250 - | CONFERENCE REGI | 288.00 | 718.02 |
| | A3113624 | A -31-1-3620-4-54740 - | SERVICE CONTRAC | 119.81 | 1,407.23 |
| | A3143022 | A -31-4-3020-2-52230 - | HARDWARE | 14,817.44 | 33,773.68 |
| | A3143024 | A -31-4-3020-4-54720 - | SERVICE CONTRAC | 14,706.00 | 33,073.90 |
| | A3143122 | A -31-4-3120-2-52205 - | BALLISTIC VESTS | 1,093.26 | 5,400.02 |
| | A3143122 | A -31-4-3120-2-52206 - | WEAPONS | 739.74 | 18,260.26 |
| | A3143122 | A -31-4-3120-2-52400 - | VEHICLES | 38,055.86 | 114,064.14 |
| | A3143122 | A -31-4-3120-2-52620 - | POLICE EQUIPMEN | 1,874.91 | 58,664.86 |
| | A3143124 | A -31-4-3120-4-54140 - | JANITORIAL SUPP | 120.17 | 4,171.97 |
| | A3143124 | A -31-4-3120-4-54160 - | UNIFORMS | 1,111.71 | 63,158.66 |
| | A3143124 | A -31-4-3120-4-54180 - | OTHER SUPPLIES | 284.01 | 10,681.78 |
| | A3143124 | A -31-4-3120-4-54510 - | REPAIRS & MAINT | 1,169.25 | 50,684.79 |
| | A3143124 | A -31-4-3120-4-54570 - | TRAINING | 470.00 | 18,316.00 |
| | A3143124 | A -31-4-3120-4-54720 - | SERVICE CONTRAC | 1,992.36 | 68,136.31 |
| | A3143124 | A -31-4-3120-4-54970 - | K-9 CARE | 11.63 | 5,058.66 |
| | A3143314 | A -31-4-3310-4-54110 - | OFFICE SUPPLIES | 12.16 | 987.84 |
| | A3143314 | A -31-4-3310-4-54332 - | MATERIALS & REP | 4,449.35 | 48,537.29 |

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CITY OF SARATOGA SPRINGS LIVE
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CLERK: u101 BATCH: 3523

ACCOUNT DISTRIBUTION SUMMARY

| YR/PER | ORG | ACCOUNT | DESCRIPTION | AMOUNT | REMAINING BUDGET |
|--------|----------|----------------------------|-----------------|-----------|------------------|
| | A3143314 | A -31-4-3310-4-54390 - | MAINTENANCE SUP | 22.48 | 4,401.16 |
| | A3143314 | A -31-4-3310-4-54510 - | REPAIRS & MAINT | 119.99 | 2,666.11 |
| | A3143314 | A -31-4-3310-4-54713 - | PAVEMENT MARKIN | 19,927.05 | 17,277.47 |
| | A3143314 | A -31-4-3310-4-54720 - | SERVICE CONTRAC | 648.88 | 17,000.00 |
| | A3143414 | A -31-4-3410-4-54150 - | EMS SUPPLIES | 496.02 | 20,512.36 |
| | A3143414 | A -31-4-3410-4-54200 - | HOUSE SUPPLIES | 867.79 | 6,358.59 |
| | A3143414 | A -31-4-3410-4-54720 - | SERVICE CONTRAC | 9,389.84 | 53,782.51 |
| | A3143424 | A -31-4-3412-4-54180 - | OTHER SUPPLIES | 184.40 | 10,000.00 |
| | A3143624 | A -31-4-3620-4-54842 - | VIOLATIONS ENFO | 703.52 | 4,296.48 |
| | A3335012 | A -33-3-5010-2-52300 - | MISCELLANEOUS E | 917.91 | 21,011.24 |
| | A3335014 | A -33-3-5010-4-54100 - | RUBBLE BLACKTOP | 1,573.58 | 1.15 |
| | A3335014 | A -33-3-5010-4-54160 - | UNIFORMS | 200.00 | 4,243.85 |
| | A3335014 | A -33-3-5010-4-54180 - | OTHER SUPPLIES | 1,998.79 | 42,925.92 |
| | A3335014 | A -33-3-5010-4-54510 - | REPAIRS & MAINT | 9,109.58 | 95,094.78 |
| | A3335124 | A -33-3-5111-4-54180 - | OTHER SUPPLIES | 98.99 | 1,303.28 |
| | A3335654 | A -33-3-5650-4-54610 - | REPAIRS & MAINT | 2,649.22 | 6,219.25 |
| | A3517024 | A -35-1-7020-4-54230 - | DUES | 600.18 | 850.00 |
| | A3517024 | A -35-1-7020-4-54740 - | SERVICE CONTRAC | 29.95 | 910.15 |
| | A3517524 | A -35-1-7520-4-54752 - | SERVICE CONTRAC | 20,399.25 | 40,708.50 |
| | A3537114 | A -35-3-7110-4-54160 - | UNIFORMS | 362.95 | 5,682.12 |
| | A3537114 | A -35-3-7110-4-54610 - | REPAIRS & MAINT | 1,808.08 | 29,155.04 |
| | A3537114 | A -35-3-7110-4-54720 - | SERVICE CONTRAC | 54.00 | 12,956.00 |
| | A3537124 | A -35-3-7120-4-54180 - | OTHER SUPPLIES | 273.17 | -73.17 |
| | A3567142 | A -35-6-7140-2-52500 - | SPORTS EQUIPMEN | 4,660.00 | 340.00 |
| | A3567144 | A -35-6-7140-4-54180 -3000 | OTHER SUPPLIES | 2,412.18 | 1,277.89 |
| | A3567144 | A -35-6-7140-4-54330 -3000 | REPAIRS & MAINT | 567.59 | -512.79 |
| | A3567144 | A -35-6-7140-4-54610 -3000 | REPAIRS & MAINT | 33.85 | 8,037.67 |
| | A3567144 | A -35-6-7140-4-54740 - | SERVICE CONTRAC | 1,199.90 | 4,869.02 |
| | A3567174 | A -35-6-7171-4-54170 -6016 | SPORTS SUPPLIES | 40.00 | 1,285.00 |
| | A3567174 | A -35-6-7171-4-54180 -3000 | OTHER SUPPLIES | 61.11 | 1,390.00 |
| | A3567174 | A -35-6-7171-4-54510 -3000 | REPAIRS & MAINT | 277.92 | 79.44 |
| | A3567174 | A -35-6-7171-4-54610 -3000 | REPAIRS & MAINT | 131.76 | 13,150.57 |
| | A3567174 | A -35-6-7171-4-54720 -3000 | SERVICE CONTRAC | 54.00 | 11,298.00 |
| | A3567194 | A -35-6-7181-4-54140 -3000 | JANITORIAL SUPP | 129.00 | 5,987.80 |
| | A3567194 | A -35-6-7181-4-54180 -3000 | OTHER SUPPLIES | 118.54 | 6,356.77 |
| | A3567194 | A -35-6-7181-4-54410 - | PRINTING | 465.00 | 35.00 |
| | A3567194 | A -35-6-7181-4-54510 -3000 | REPAIRS & MAINT | 470.47 | .00 |
| | A3567194 | A -35-6-7181-4-54720 -3000 | SERVICE CONTRAC | 172.00 | 8,062.00 |
| | A3567244 | A -35-6-7240-4-54720 -3000 | SERVICE CONTRAC | 184.00 | .00 |
| | A3567344 | A -35-6-7340-4-54170 - | SPORTS SUPPLIES | 1,512.00 | 2,621.49 |
| | A3618684 | A -36-1-8687-4-54110 - | OFFICE SUPPLIES | 19.95 | 2,737.59 |
| | A3618684 | A -36-1-8687-4-54740 - | SERVICE CONTRAC | 133.06 | 2,317.96 |
| | A3638144 | A -36-3-8140-4-54180 - | OTHER SUPPLIES | 1,414.00 | 9,389.29 |
| | A3638184 | A -36-3-8180-4-54180 - | OTHER SUPPLIES | 448.18 | 550.24 |
| | A3638184 | A -36-3-8180-4-54521 - | TIPPING FEES | 3,269.68 | 3,800.00 |
| | A3638184 | A -36-3-8180-4-54700 - | TRANSPORTATION | 1,015.00 | 825.00 |
| | A3638564 | A -36-3-8560-4-54160 - | UNIFORMS | 149.97 | 2,855.14 |
| | A3719074 | A -37-1-9055-4-54770 - | DISABILITY INSU | 250.25 | 988.90 |
| | A3729074 | A -37-2-9055-4-54770 - | DISABILITY INSU | 141.05 | 552.64 |
| | A3739074 | A -37-3-9055-4-54770 - | DISABILITY INSU | 1,016.93 | 4,220.62 |
| | A3749074 | A -37-4-9055-4-54770 - | DISABILITY INSU | 386.75 | 1,442.08 |

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ACCOUNT DISTRIBUTION SUMMARY

| YR/PER | ORG | ACCOUNT | DESCRIPTION | AMOUNT | REMAINING BUDGET | |
|---------------|----------|---------|--------------------------|-----------------|------------------|--------------|
| | A3759074 | A | -37-5-9055-4-54770 - | DISABILITY INSU | 109.20 | 458.37 |
| | A3769074 | A | -37-6-9055-4-54770 - | DISABILITY INSU | 72.80 | 368.87 |
| | A3769074 | A | -37-6-9055-4-54770 -3000 | DISABILITY INSU | 81.90 | 485.67 |
| | E | E | -2615 - | CUSTOMER DEPOSI | 2,937.50 | BAL .00 |
| | E3475654 | E | -34-7-5650-4-54720 - | SERVICE CONTRAC | 8,400.00 | 27,097.50 |
| | E3577162 | E | -35-7-7160-2-52400 - | VEHICLES | 42,340.00 | 7,660.00 |
| | E3577164 | E | -35-7-7160-4-54110 - | OFFICE SUPPLIES | 66.00 | 1,349.61 |
| | E3577164 | E | -35-7-7160-4-54140 - | JANITORIAL SUPP | 3,416.84 | 16,386.48 |
| | E3577164 | E | -35-7-7160-4-54201 - | BUSINESS EXPENS | 358.03 | 29,642.57 |
| | E3577164 | E | -35-7-7160-4-54610 - | REPAIRS & MAINT | 1,135.08 | 152,061.66 |
| | E3577164 | E | -35-7-7160-4-54650 - | UTILITIES | 463.86 | 77,484.23 |
| | E3577164 | E | -35-7-7160-4-54720 - | SERVICE CONTRAC | 9,675.68 | 43,023.06 |
| | E3577164 | E | -35-7-7160-4-54792 - | MISCELLANEOUS | 25.61 | 5,887.51 |
| | E3577168 | E | -35-7-7160-8-58010 - | HOSPITALIZATION | 17,094.12 | 10,017.40 |
| | F3638314 | F | -36-3-8310-4-54110 - | OFFICE SUPPLIES | 480.00 | 1,595.77 |
| | F3638334 | F | -36-3-8330-4-54110 - | OFFICE SUPPLIES | 536.56 | 213.44 |
| | F3638334 | F | -36-3-8330-4-54180 - | OTHER SUPPLIES | 485.17 | 6,329.25 |
| | F3638334 | F | -36-3-8330-4-54250 - | CONFERENCE REGI | 225.00 | 3,680.00 |
| | F3638344 | F | -36-3-8340-4-54510 - | REPAIRS & MAINT | 225.90 | 2,188.23 |
| | F3638352 | F | -36-3-8341-2-52300 - | MISCELLANEOUS E | 2,040.00 | 7,569.61 |
| | F3638354 | F | -36-3-8341-4-54180 - | OTHER SUPPLIES | 71.24 | 52,760.53 |
| | F3638354 | F | -36-3-8341-4-54510 - | REPAIRS & MAINT | 489.24 | 5,774.68 |
| | F3739074 | F | -37-3-9055-4-54770 - | DISABILITY INSU | 233.12 | 948.05 |
| | G3638114 | G | -36-3-8110-4-54180 - | OTHER SUPPLIES | 315.00 | 6,802.23 |
| | G3638124 | G | -36-3-8120-4-54180 - | OTHER SUPPLIES | 180.00 | 4,065.34 |
| | G3739074 | G | -37-3-9055-4-54770 - | DISABILITY INSU | 165.00 | 645.50 |
| | H3146952 | H | -31-4-6950-2-52000 -1217 | CAPITAL PROJECT | 14,553.50 | .00 |
| | H3517142 | H | -35-1-7140-2-52000 -1252 | CAPITAL PROJECT | 4,500.00 | 3,626,652.93 |
| | H3638122 | H | -36-3-8120-2-52000 -1183 | CAPITAL PROJECT | 50,036.50 | .00 |
| | H3638332 | H | -36-3-8330-2-52000 -1167 | CAPITAL PROJECT | 145.00 | 1,393,500.00 |
| | H3638332 | H | -36-3-8330-2-52000 -1261 | CAPITAL PROJECT | 7,122.00 | -132,152.79 |
| | P3426424 | P | -34-2-6420-4-54930 - | SPECIAL PROJECT | 2,388.00 | 43,970.00 |
| | Y3618654 | Y | -36-1-8676-4-54947 -498 | SALVATION ARMY | 2,328.62 | -5,696.14 |
| | Y3618664 | Y | -36-1-8668-4-54488 -502 | AIM SERVICES NO | 11,923.12 | -11,923.12 |
| | Y3618664 | Y | -36-1-8668-4-54962 -501 | SARATOGA AFFORD | 47,500.00 | -47,500.00 |
| | Y3618684 | Y | -36-1-8686-4-54720 -505 | SERVICE CONTRAC | 29.95 | -89.85 |
| REPORT TOTALS | | | | 488,236.84 | | |

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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 5 6 | | | | | | | | | | |
| API A3011721-51974 | 05/03/2022 W 22MAY1 | | 009001 | | 191725 | REBATE MEDICAL LOSS RATIO | | | 4.13 | |
| API E3577164-54720 | 05/03/2022 W 22MAY1 | | 008027 | 220004 | 191676 | MVP REBATE | | | 1,550.00 | |
| POL E3577164-54720 | 05/03/2022 LIQ/INV | | 008027 | 220004 | 191676 | SERVICE CONTRACTS - PROF SERV 4 | | | | 1,550.00 |
| API E3475654-54720 | 05/03/2022 W 22MAY1 | | 008027 | 220004 | 191677 | 04/23/2022 2022 | | | 4,200.00 | |
| POL E3475654-54720 | 05/03/2022 LIQ/INV | | 008027 | 220004 | 191677 | SERVICE CONTRACTS - PROF SERV 4 | | | | 4,200.00 |
| API E3475654-54720 | 05/03/2022 W 22MAY1 | | 008027 | 220004 | 191678 | 04/16/2022 2022 | | | 4,200.00 | |
| POL E3475654-54720 | 05/03/2022 LIQ/INV | | 008027 | 220004 | 191678 | SERVICE CONTRACTS - PROF SERV 4 | | | | 4,200.00 |
| API E3577164-54720 | 05/03/2022 W 22MAY1 | | 008027 | 220004 | 191679 | 04/23/2022 2022 | | | 350.00 | |
| POL E3577164-54720 | 05/03/2022 LIQ/INV | | 008027 | 220004 | 191679 | SERVICE CONTRACTS - PROF SERV 4 | | | | 350.00 |
| API A3143314-54713 | 05/03/2022 W 22MAY1 | | 000269 | 220352 | 191680 | 04/16/2022 2022 | | | 19,927.05 | |
| POL A3143314-54713 | 05/03/2022 LIQ/INV | | 000269 | 220352 | 191680 | PAVEMENT MARKING MATERIALS 4 | | | | 19,927.05 |
| API A3567142-52500 | 05/03/2022 W 22MAY1 | | 000207 | | 191681 | 16134710 2022 | | | 4,660.00 | |
| API A3031654-54610 | 05/03/2022 W 22MAY1 | | 007969 | 220010 | 191682 | SPORTS EQUIPMENT | | | 40.50 | |
| POL A3031654-54610 | 05/03/2022 LIQ/INV | | 007969 | 220010 | 191682 | SARATO | | | | 40.50 |
| API A3567174-54720-3000 | 05/03/2022 W 22MAY1 | | 007969 | 220010 | 191683 | REPAIRS & MAINTENANCE BUILDING 4 | | | 54.00 | |
| POL A3567174-54720-3000 | 05/03/2022 LIQ/INV | | 007969 | 220010 | 191683 | 119331 2022 | | | | 54.00 |
| API A3537114-54720 | 05/03/2022 W 22MAY1 | | 007969 | 220010 | 191684 | SERVICE CONTRACTS - PROF SERV 4 | | | 54.00 | |
| POL A3537114-54720 | 05/03/2022 LIQ/INV | | 007969 | 220010 | 191684 | 119331 2022 | | | | 54.00 |
| API A3031624-54720 | 05/03/2022 W 22MAY1 | | 007969 | 220010 | 191685 | SERVICE CONTRACTS - PROF SERV 4 | | | 72.00 | |
| POL A3031624-54720 | 05/03/2022 LIQ/INV | | 007969 | 220010 | 191685 | 119331 2022 | | | | 72.00 |
| API E3577164-54720 | 05/03/2022 W 22MAY1 | | 004140 | | 191686 | SERVICE CONTRACTS - PROF SERV | | | 60.00 | |
| API A3335014-54510 | 05/03/2022 W 22MAY1 | | 000023 | | 191687 | 1418 | | | 360.30 | |
| API A3051414-54573 | 05/03/2022 W 22MAY1 | | 007534 | | 191688 | REPAIRS & MAINTENANCE VEHICLE | | | 1,506.17 | |
| API A3051414-54573 | | | | | | 04/15/2022 | | | | |
| | | | | | | RISK-SAFETY PROGRAMMING | | | 237.49 | |
| | | | | | | CITY SAR | | | | |
| | | | | | | RISK-SAFETY PROGRAMMING | | | | |

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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 |
|--------------|---------------------|------------|----------|--------|--------|--------|--------------------------------|------|-----------|----------|
| | | 05/03/2022 | W 22MAY1 | 007534 | | 191689 | CITY SAR | | | |
| API | A3143124-54510 | | | | | | REPAIRS & MAINTENANCE VEHICLE | | 732.68 | |
| | | 05/03/2022 | W 22MAY1 | 002785 | | 191690 | S8575 | | | |
| API | A3335014-54510 | | | | | | REPAIRS & MAINTENANCE VEHICLE | | 2,080.16 | |
| | | 05/03/2022 | W 22MAY1 | 002785 | 220076 | 191692 | S1100 | | | |
| API | F3638344-54510 | | | | | | REPAIRS & MAINTENANCE VEHICLE | | 225.90 | |
| | | 05/03/2022 | W 22MAY1 | 002785 | 220076 | 191692 | S1100 | | | |
| POL | A3335014-54510 | | | | | | REPAIRS & MAINTENANCE VEHICLE | 4 | | 2,080.16 |
| | | 05/03/2022 | LIQ/INV | 002785 | 220076 | 191692 | S1100 | 2022 | | |
| POL | F3638344-54510 | | | | | | REPAIRS & MAINTENANCE VEHICLE | 4 | | 225.90 |
| | | 05/03/2022 | LIQ/INV | 002785 | 220076 | 191692 | S1100 | 2022 | | |
| API | A3113624-54110 | | | | | | OFFICE SUPPLIES | | 125.00 | |
| | | 05/03/2022 | W 22MAY1 | 000070 | | 191693 | 04/14/2022 | | | |
| API | A3567194-54410 | | | | | | PRINTING | | 215.00 | |
| | | 05/03/2022 | W 22MAY1 | 000070 | | 191694 | 01/28/2022 | | | |
| API | Y3618664-54488-502 | | | | | | AIM SERVICES NON PUBLIC SERVIC | Y | 11,923.12 | |
| | | 05/03/2022 | W 22MAY1 | 008909 | | 191696 | HATHORN RENO | | | |
| API | A3143314-54332 | | | | | | MATERIALS & REPAIRS TRAFFIC LT | | 35.43 | |
| | | 05/03/2022 | W 22MAY1 | 005400 | | 191697 | 2581569 | | | |
| API | A3567144-54610-3000 | | | | | | REPAIRS & MAINTENANCE BUILDING | | 7.78 | |
| | | 05/03/2022 | W 22MAY1 | 000031 | | 191698 | 271 | | | |
| API | A3335654-54610 | | | | | | REPAIRS & MAINTENANCE BUILDING | | 19.88 | |
| | | 05/03/2022 | W 22MAY1 | 000031 | | 191699 | 271 | | | |
| API | A3567144-54610-3000 | | | | | | REPAIRS & MAINTENANCE BUILDING | | 26.07 | |
| | | 05/03/2022 | W 22MAY1 | 000031 | | 191700 | 271 | | | |
| API | A3031654-54610 | | | | | | REPAIRS & MAINTENANCE BUILDING | | 37.99 | |
| | | 05/03/2022 | W 22MAY1 | 000031 | | 191701 | 271 | | | |
| API | A3031624-54610 | | | | | | REPAIRS & MAINTENANCE BUILDING | Y | 55.96 | |
| | | 05/03/2022 | W 22MAY1 | 000031 | | 191702 | 271 | | | |
| API | A3567194-54180-3000 | | | | | | OTHER SUPPLIES | | 59.38 | |
| | | 05/03/2022 | W 22MAY1 | 000031 | | 191703 | 271 | | | |
| API | A3335014-54180 | | | | | | OTHER SUPPLIES | | 65.98 | |
| | | 05/03/2022 | W 22MAY1 | 000031 | | 191704 | 271 | | | |
| API | A3031624-54610 | | | | | | REPAIRS & MAINTENANCE BUILDING | Y | 88.50 | |
| | | 05/03/2022 | W 22MAY1 | 000031 | | 191705 | 271 | | | |
| API | A3031654-54210 | | | | | | GARAGE SUPPLIES | | 89.97 | |
| | | 05/03/2022 | W 22MAY1 | 000031 | | 191706 | 271 | | | |
| API | A3335124-54180 | | | | | | OTHER SUPPLIES | | 98.99 | |
| | | 05/03/2022 | W 22MAY1 | 000031 | | 191707 | 271 | | | |
| API | A3335014-54180 | | | | | | OTHER SUPPLIES | | 113.93 | |
| | | 05/03/2022 | W 22MAY1 | 000031 | | 191708 | 271 | | | |
| API | A3335014-54180 | | | | | | OTHER SUPPLIES | | 191.76 | |
| | | 05/03/2022 | W 22MAY1 | 000031 | | 191709 | 271 | | | |
| API | A3031624-54610 | | | | | | REPAIRS & MAINTENANCE BUILDING | Y | 16.00 | |
| | | 05/03/2022 | W 22MAY1 | 002048 | | 191710 | 271 | | | |
| API | A3021692-52230 | | | | | | HARDWARE | | 29.99 | |
| | | 05/03/2022 | W 22MAY1 | 007550 | | 191711 | A1VOYW9N1NCU0Y | | | |
| API | A3031444-54110 | | | | | | OFFICE SUPPLIES | | 46.26 | |
| | | 05/03/2022 | W 22MAY1 | 007550 | | 191712 | A272JK82AK683L | | | |

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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 | A3143314-54510 | 05/03/2022 W | 22MAY1 | 007550 | | 191713 | REPAIRS & MAINTENANCE VEHICLE A2XFH90KS1Y21 | | 119.99 | |
| API | A3021692-52230 | 05/03/2022 W | 22MAY1 | 007550 | | 191714 | HARDWARE A1VOYW9N1NCUOY | | 184.00 | |
| API | A3051414-54110 | 05/03/2022 W | 22MAY1 | 007550 | | 191715 | OFFICE SUPPLIES A1VOYW9N1NCUOY | | 336.98 | |
| API | A3021692-52230 | 05/03/2022 W | 22MAY1 | 007550 | | 191716 | HARDWARE A1VOYW9N1NCUOY | | 353.98 | |
| API | A3051414-54573 | 05/03/2022 W | 22MAY1 | 007550 | | 191717 | RISK-SAFETY PROGRAMMING A1VOYW9N1NCUOY | | 578.19 | |
| API | F3638334-54250 | 05/03/2022 W | 22MAY1 | 000035 | | 191718 | CONFERENCE REGISTRATION 191743 | | 225.00 | |
| API | A3051414-54720 | 05/03/2022 W | 22MAY1 | 009071 | 220083 | 191719 | SERVICE CONTRACTS - PROF SERV 8101982867 | | 91.14 | |
| POL | A3051414-54720 | 05/03/2022 LIQ/INV | | 009071 | 220083 | 191719 | SERVICE CONTRACTS - PROF SERV 4 8101982867 2022 | | | 91.14 |
| API | A3051414-54720 | 05/03/2022 W | 22MAY1 | 009071 | 220083 | 191720 | SERVICE CONTRACTS - PROF SERV 42361 | | 434.00 | |
| POL | A3051414-54720 | 05/03/2022 LIQ/INV | | 009071 | 220083 | 191720 | SERVICE CONTRACTS - PROF SERV 4 42361 2022 | | | 434.00 |
| API | E3577164-54610 | 05/03/2022 W | 22MAY1 | 002188 | | 191722 | REPAIRS & MAINTENANCE BUILDING 04/06/2022 | | 1,135.08 | |
| API | A063-42412 | 05/03/2022 W | 22MAY1 | 009114 | | 191723 | CASINO CHAIR RENTAL CHAIR REIMB | | 210.00 | |
| API | A3011721-51974 | 05/03/2022 W | 22MAY1 | 001762 | | 191724 | REBATE MEDICAL LOSS RATIO MVP REBATE | | 4.13 | |
| API | G3638124-54180 | 05/03/2022 W | 22MAY1 | 000086 | | 191726 | OTHER SUPPLIES 00012640 | | 180.00 | |
| API | P3426424-54930 | 05/03/2022 W | 22MAY1 | 001314 | | 191727 | SPECIAL PROJECTS RINGS FOR DPW | | 2,388.00 | |
| API | A3335014-54510 | 05/03/2022 W | 22MAY1 | 006108 | | 191728 | REPAIRS & MAINTENANCE VEHICLE 02/11/2022 | | 495.00 | |
| API | A3143414-54720 | 05/03/2022 W | 22MAY1 | 007426 | | 191730 | SERVICE CONTRACTS - PROF SERV 16901 | | 1,213.96 | |
| API | A3143124-54720 | 05/03/2022 W | 22MAY1 | 007426 | | 191731 | SERVICE CONTRACTS - PROF SERV CITSAR | | 1,992.36 | |
| API | A3031594-54610 | 05/03/2022 W | 22MAY1 | 007426 | | 191732 | REPAIRS & MAINTENANCE BUILDING Y CITSAR | | 3,933.28 | |
| API | A3031594-54610 | 05/03/2022 W | 22MAY1 | 007426 | 220015 | 191733 | REPAIRS & MAINTENANCE BUILDING CITSAR | | 86.00 | |
| POL | A3031594-54610 | 05/03/2022 LIQ/INV | | 007426 | 220015 | 191733 | REPAIRS & MAINTENANCE BUILDING 4 CITSAR 2022 | | | 86.00 |
| API | A3567194-54720-3000 | 05/03/2022 W | 22MAY1 | 007426 | 220014 | 191734 | SERVICE CONTRACTS - PROF SERV CITSAR | | 172.00 | |
| POL | A3567194-54720-3000 | 05/03/2022 LIQ/INV | | 007426 | 220014 | 191734 | SERVICE CONTRACTS - PROF SERV 4 CITSAR 2022 | | | 172.00 |
| API | A3143314-54720 | 05/03/2022 W | 22MAY1 | 007426 | | 191736 | SERVICE CONTRACTS - PROF SERV CITSAR | | 648.88 | |
| API | A3567344-54170 | | | | | | SPORTS SUPPLIES | | 1,512.00 | |

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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 |
|--------------|---------------------|------------|----------|--------|--------|--------|-------------------------------|------|-----------|-----------|
| | | 05/03/2022 | W 22MAY1 | 000764 | | 191737 | 1015209 | | | |
| API | A3143124-54180 | | | | | | OTHER SUPPLIES | | 38.90 | |
| | | 05/03/2022 | W 22MAY1 | 009096 | | 191738 | 03/23/2022 | | | |
| API | A3021694-54740 | | | | | | SERVICE CONTRACTS - EQUIPMENT | | 112.50 | |
| | | 05/03/2022 | W 22MAY1 | 005555 | 220292 | 191739 | 55229 | | | |
| POL | A3021694-54740 | | | | | | SERVICE CONTRACTS - EQUIPMENT | 4 | | 112.50 |
| | | 05/03/2022 | LIQ/INV | 005555 | 220292 | 191739 | 55229 | 2022 | | |
| API | A3143124-54160 | | | | | | UNIFORMS | | 135.00 | |
| | | 05/03/2022 | W 22MAY1 | 005392 | | 191740 | CLOTHING REIMB | | | |
| API | E3577168-58010 | | | | | | HOSPITALIZATION | | 17,094.12 | |
| | | 05/03/2022 | W 22MAY1 | 005598 | 220006 | 191742 | 10013542 | | | |
| POL | E3577168-58010 | | | | | | HOSPITALIZATION | 4 | | 17,094.12 |
| | | 05/03/2022 | LIQ/INV | 005598 | 220006 | 191742 | 10013542 | 2022 | | |
| API | A3143022-52230 | | | | | | HARDWARE | | 14,706.00 | |
| | | 05/03/2022 | W 22MAY1 | 004985 | | 191743 | 144968 | | | |
| API | A3143024-54720 | | | | | | SERVICE CONTRACTS - PROF SERV | | 14,706.00 | |
| | | 05/03/2022 | W 22MAY1 | 004985 | | 191743 | 144968 | | | |
| API | A3051414-54110 | | | | | | OFFICE SUPPLIES | | 1,054.69 | |
| | | 05/03/2022 | W 22MAY1 | 002948 | 210561 | 191744 | 6731216 | | | |
| POL | A3051414-54110 | | | | | | OFFICE SUPPLIES | 4 | | 1,069.31 |
| | | 05/03/2022 | LIQ/INV | 002948 | 210561 | 191744 | 6731216 | 2021 | | |
| API | A3143022-52230 | | | | | | HARDWARE | | 111.44 | |
| | | 05/03/2022 | W 22MAY1 | 002948 | | 191745 | 6731216 | | | |
| API | H3638122-52000-1183 | | | | | | CAPITAL PROJECT OUTLAY | | 50,036.50 | |
| | | 05/03/2022 | W 22MAY1 | 008865 | 210177 | 191746 | RFP 2021-09 | | | |
| POL | H3638122-52000-1183 | | | | | | CAPITAL PROJECT OUTLAY | 4 | | 50,036.50 |
| | | 05/03/2022 | LIQ/INV | 008865 | 210177 | 191746 | RFP 2021-09 | 2021 | | |
| API | H3146952-52000-1217 | | | | | | CAPITAL PROJECT OUTLAY | | 14,553.50 | |
| | | 05/03/2022 | W 22MAY1 | 008300 | 210073 | 191748 | 066193.000 | | | |
| POL | H3146952-52000-1217 | | | | | | CAPITAL PROJECT OUTLAY | 4 | | 14,553.50 |
| | | 05/03/2022 | LIQ/INV | 008300 | 210073 | 191748 | 066193.000 | 2021 | | |
| API | A3011721-51974 | | | | | | REBATE MEDICAL LOSS RATIO | | 4.13 | |
| | | 05/03/2022 | W 22MAY1 | 009005 | | 191749 | MVP REBATE | | | |
| API | A3021694-54720 | | | | | | SERVICE CONTRACTS - PROF SERV | | 24,640.00 | |
| | | 05/03/2022 | W 22MAY1 | 008974 | 210592 | 191751 | 01/01/2022 | | | |
| POL | A3021694-54720 | | | | | | SERVICE CONTRACTS - PROF SERV | 4 | | 24,640.00 |
| | | 05/03/2022 | LIQ/INV | 008974 | 210592 | 191751 | 01/01/2022 | 2021 | | |
| API | A3011474-54671 | | | | | | PHONES & FAX | | 60.00 | |
| | | 05/03/2022 | W 22MAY1 | 005853 | | 191752 | SARTAOGACIV | | | |
| API | A3011721-51974 | | | | | | REBATE MEDICAL LOSS RATIO | | 4.13 | |
| | | 05/03/2022 | W 22MAY1 | 002730 | | 191753 | MVP REBATE | | | |
| API | A3638184-54521 | | | | | | TIPPING FEES | | 3,269.68 | |
| | | 05/03/2022 | W 22MAY1 | 001155 | 220035 | 191754 | RFP 2021-21 | | | |
| API | A3638184-54700 | | | | | | TRANSPORTATION | | 1,015.00 | |
| | | 05/03/2022 | W 22MAY1 | 001155 | 220035 | 191754 | RFP 2021-21 | | | |
| POL | A3638184-54521 | | | | | | TIPPING FEES | 4 | | 3,269.68 |
| | | 05/03/2022 | LIQ/INV | 001155 | 220035 | 191754 | RFP 2021-21 | 2022 | | |
| POL | A3638184-54700 | | | | | | TRANSPORTATION | 4 | | 1,015.00 |
| | | 05/03/2022 | LIQ/INV | 001155 | 220035 | 191754 | RFP 2021-21 | 2022 | | |

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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 | A3638184-54180 | 05/03/2022 W | 22MAY1 | 001155 | | 191755 | OTHER SUPPLIES 6910-18324018 | | 400.00 | |
| API | H3638332-52000-1167 | 05/03/2022 W | 22MAY1 | 000152 | 200728 | 191756 | CAPITAL PROJECT OUTLAY RFP 2020-17 | | 145.00 | |
| POL | H3638332-52000-1167 | 05/03/2022 LIQ/INV | | 000152 | 200728 | 191756 | CAPITAL PROJECT OUTLAY RFP 2020-17 | 4 2020 | | 145.00 |
| API | H3638332-52000-1261 | 05/03/2022 W | 22MAY1 | 000137 | 210290 | 191757 | CAPITAL PROJECT OUTLAY 21.1558 | | 7,122.00 | |
| POL | H3638332-52000-1261 | 05/03/2022 LIQ/INV | | 000137 | 210290 | 191757 | CAPITAL PROJECT OUTLAY 21.1558 | 4 2021 | | 7,122.00 |
| API | A3011721-51974 | 05/03/2022 W | 22MAY1 | 007703 | | 191758 | REBATE MEDICAL LOSS RATIO MVP REBATE | | 4.13 | |
| API | A3011721-51974 | 05/03/2022 W | 22MAY1 | 005404 | | 191759 | REBATE MEDICAL LOSS RATIO MVP REBATE | | 4.13 | |
| API | A3143124-54570 | 05/03/2022 W | 22MAY1 | 007515 | | 191760 | TRAINING REIMBURSEMENT | | 470.00 | |
| API | A3143414-54720 | 05/03/2022 W | 22MAY1 | 005826 | | 191761 | SERVICE CONTRACTS - PROF SERV S00001909 | | 5,968.88 | |
| API | A3011721-51974 | 05/03/2022 W | 22MAY1 | 009028 | | 191762 | REBATE MEDICAL LOSS RATIO MVP REBATE | | 4.13 | |
| API | E-2615 | 05/03/2022 W | 22MAY1 | 009120 | | 191763 | CUSTOMER DEPOSITS CITY CENTER REFUND | | 862.50 | |
| API | A3143122-52205 | 05/03/2022 W | 22MAY1 | 007643 | 220062 | 191765 | BALLISTIC VESTS 1898 | | 1,093.26 | |
| POL | A3143122-52205 | 05/03/2022 LIQ/INV | | 007643 | 220062 | 191765 | BALLISTIC VESTS 1898 | 4 2022 | | 1,093.26 |
| API | A3143122-52620 | 05/03/2022 W | 22MAY1 | 007643 | 220071 | 191766 | POLICE EQUIPMENT 1898 | | 222.75 | |
| POL | A3143122-52620 | 05/03/2022 LIQ/INV | | 007643 | 220071 | 191766 | POLICE EQUIPMENT 1898 | 4 2022 | | 222.75 |
| API | A3143122-52620 | 05/03/2022 W | 22MAY1 | 007643 | 220068 | 191767 | POLICE EQUIPMENT 1898 | | 222.75 | |
| POL | A3143122-52620 | 05/03/2022 LIQ/INV | | 007643 | 220068 | 191767 | POLICE EQUIPMENT 1898 | 4 2022 | | 222.75 |
| API | A3143122-52620 | 05/03/2022 W | 22MAY1 | 007643 | 220067 | 191768 | POLICE EQUIPMENT 1898 | | 222.75 | |
| POL | A3143122-52620 | 05/03/2022 LIQ/INV | | 007643 | 220067 | 191768 | POLICE EQUIPMENT 1898 | 4 2022 | | 222.75 |
| API | A3143122-52620 | 05/03/2022 W | 22MAY1 | 007643 | 220066 | 191769 | POLICE EQUIPMENT 1898 | | 222.75 | |
| POL | A3143122-52620 | 05/03/2022 LIQ/INV | | 007643 | 220066 | 191769 | POLICE EQUIPMENT 1898 | 4 2022 | | 222.75 |
| API | A3143122-52620 | 05/03/2022 W | 22MAY1 | 007643 | 220069 | 191770 | POLICE EQUIPMENT 1898 | | 222.75 | |
| POL | A3143122-52620 | 05/03/2022 LIQ/INV | | 007643 | 220069 | 191770 | POLICE EQUIPMENT 1898 | 4 2022 | | 222.75 |
| API | A3143122-52620 | 05/03/2022 W | 22MAY1 | 007643 | 220070 | 191771 | POLICE EQUIPMENT 1898 | | 361.75 | |
| POL | A3143122-52620 | | | | | | POLICE EQUIPMENT | 4 | | 361.75 |

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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 |
|--------------|---------------------|------------|----------|--------|--------|--------|--------------------------------|------|----------|--------|
| | | 05/03/2022 | LIQ/INV | 007643 | 220070 | 191771 | 1898 | 2022 | | |
| API | A3011474-54120 | | | | | | POSTAGE | | 9.25 | |
| | 05/03/2022 W 22MAY1 | | | 000001 | | 191772 | CIVIL SERVICE | | | |
| API | A3011474-54120 | | | | | | POSTAGE | | 9.90 | |
| | 05/03/2022 W 22MAY1 | | | 000001 | | 191773 | CIVIL SERVICE | | | |
| API | E3577164-54650 | | | | | | UTILITIES | | 463.86 | |
| | 05/03/2022 W 22MAY1 | | | 000001 | | 191774 | 010007 | | | |
| API | F3638334-54180 | | | | | | OTHER SUPPLIES | | 377.30 | |
| | 05/03/2022 W 22MAY1 | | | 003084 | | 191775 | 57289 | | | |
| API | A044-41640 | | | | | | AMBULANCE TRANSPORT CHARGES | | 70.00 | |
| | 05/03/2022 W 22MAY1 | | | 009058 | | 191776 | 08/04/2021 | | | |
| API | A3537124-54180 | | | | | | OTHER SUPPLIES | Y | 273.17 | |
| | 05/03/2022 W 22MAY1 | | | 001289 | | 191777 | SARATOGA SPR | | | |
| API | A3143122-52620 | | | | | | POLICE EQUIPMENT | | 399.41 | |
| | 05/03/2022 W 22MAY1 | | | 000189 | 220357 | 191778 | 849444310 | | | |
| API | A3143624-54842 | | | | | | VIOLATIONS ENFORCEMENT | | 703.52 | |
| | 05/03/2022 W 22MAY1 | | | 000189 | 220357 | 191778 | 849444310 | | | |
| POL | A3143122-52620 | | | | | | POLICE EQUIPMENT | 4 | | 399.41 |
| | 05/03/2022 LIQ/INV | | | 000189 | 220357 | 191778 | 849444310 | 2022 | | |
| POL | A3143624-54842 | | | | | | VIOLATIONS ENFORCEMENT | 4 | | 703.52 |
| | 05/03/2022 LIQ/INV | | | 000189 | 220357 | 191778 | 849444310 | 2022 | | |
| API | A3638184-54180 | | | | | | OTHER SUPPLIES | | 48.18 | |
| | 05/03/2022 W 22MAY1 | | | 000189 | | 191779 | 800013294 | | | |
| API | E3577164-54140 | | | | | | JANITORIAL SUPPLIES | | 483.20 | |
| | 05/03/2022 W 22MAY1 | | | 000189 | | 191780 | 812909570 | | | |
| API | E3577164-54140 | | | | | | JANITORIAL SUPPLIES | | 516.10 | |
| | 05/03/2022 W 22MAY1 | | | 000189 | | 191781 | 812909570 | | | |
| API | A3567144-54180-3000 | | | | | | OTHER SUPPLIES | | 296.50 | |
| | 05/03/2022 W 22MAY1 | | | 000191 | | 191782 | 48300 | | | |
| API | A3143414-54150 | | | | | | EMS SUPPLIES | | 496.02 | |
| | 05/03/2022 W 22MAY1 | | | 006100 | 220279 | 191783 | SSFD | | | |
| POL | A3143414-54150 | | | | | | EMS SUPPLIES | 4 | | 496.02 |
| | 05/03/2022 LIQ/INV | | | 006100 | 220279 | 191783 | SSFD | 2022 | | |
| API | A3031654-54180 | | | | | | OTHER SUPPLIES | | 102.26 | |
| | 05/03/2022 W 22MAY1 | | | 000205 | | 191784 | 90-000047 2 | | | |
| API | A3567144-54740 | | | | | | SERVICE CONTRACTS - EQUIPMENT | | 1,050.00 | |
| | 05/03/2022 W 22MAY1 | | | 006462 | | 191785 | REIMBURSEMENT | | | |
| API | A3567144-54740 | | | | | | SERVICE CONTRACTS - EQUIPMENT | | 149.90 | |
| | 05/03/2022 W 22MAY1 | | | 006462 | | 191786 | REIMBURSEMENT | | | |
| API | A3143314-54390 | | | | | | MAINTENANCE SUPPLIES | | 22.48 | |
| | 05/03/2022 W 22MAY1 | | | 002439 | | 191787 | 886609 | | | |
| API | A3143124-54140 | | | | | | JANITORIAL SUPPLIES | | 26.00 | |
| | 05/03/2022 W 22MAY1 | | | 002439 | | 191788 | 712642 | | | |
| API | A3031624-54610 | | | | | | REPAIRS & MAINTENANCE BUILDING | Y | 49.86 | |
| | 05/03/2022 W 22MAY1 | | | 002439 | | 191789 | 6035622504016258 | | | |
| API | A3567144-54180-3000 | | | | | | OTHER SUPPLIES | | 50.73 | |
| | 05/03/2022 W 22MAY1 | | | 002439 | | 191790 | 6035622504016258 | | | |
| API | A3567194-54180-3000 | | | | | | OTHER SUPPLIES | | 59.16 | |
| | 05/03/2022 W 22MAY1 | | | 002439 | | 191791 | 6035622504016258 | | | |

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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 | A3143124-54140 | 05/03/2022 W | 22MAY1 | 002439 | | 191792 | JANITORIAL SUPPLIES 712642 | | 73.23 | |
| API | A3031624-54610 | 05/03/2022 W | 22MAY1 | 002439 | | 191793 | REPAIRS & MAINTENANCE BUILDING 6035622504016258 | Y | 123.31 | |
| API | A3567144-54180-3000 | 05/03/2022 W | 22MAY1 | 002439 | | 191794 | OTHER SUPPLIES 6035622504016258 | | 125.75 | |
| API | A3567194-54140-3000 | 05/03/2022 W | 22MAY1 | 002439 | | 191795 | JANITORIAL SUPPLIES 6035622504016258 | | 129.00 | |
| API | A3031624-54610 | 05/03/2022 W | 22MAY1 | 002439 | | 191796 | REPAIRS & MAINTENANCE BUILDING 6035622504016258 | Y | 158.62 | |
| API | A3031624-54180 | 05/03/2022 W | 22MAY1 | 002439 | | 191797 | OTHER SUPPLIES 6035622504016258 | | 160.52 | |
| API | F3638334-54110 | 05/03/2022 W | 22MAY1 | 002439 | | 191798 | OFFICE SUPPLIES 6035622504016258 | | 307.41 | |
| API | A3335014-54180 | 05/03/2022 W | 22MAY1 | 002439 | | 191799 | OTHER SUPPLIES 6035622504016258 | | 355.73 | |
| API | A3031624-54610 | 05/03/2022 W | 22MAY1 | 002439 | | 191800 | REPAIRS & MAINTENANCE BUILDING 6035622504016258 | Y | 456.75 | |
| API | A3143414-54200 | 05/03/2022 W | 22MAY1 | 002439 | | 191801 | HOUSE SUPPLIES 879234 | | 803.95 | |
| API | A3335012-52300 | 05/03/2022 W | 22MAY1 | 002439 | | 191802 | MISCELLANEOUS EQUIPMENT 6035622504016258 | | 917.91 | |
| API | H3517142-52000-1252 | 05/03/2022 W | 22MAY1 | 008958 | 210337 | 191803 | CAPITAL PROJECT OUTLAY 04/11/2022 | | 4,500.00 | |
| POL | H3517142-52000-1252 | 05/03/2022 LIQ/INV | 008958 | 210337 | 191803 | | CAPITAL PROJECT OUTLAY 04/11/2022 | 4 2021 | | 4,500.00 |
| API | A3143124-54160 | 05/03/2022 W | 22MAY1 | 001980 | | 191804 | UNIFORMS REIMBURSEMENT | | 114.11 | |
| API | A3335014-54510 | 05/03/2022 W | 22MAY1 | 005966 | | 191805 | REPAIRS & MAINTENANCE VEHICLE SARAT001 | | 2,627.13 | |
| API | A3113624-54250 | 05/03/2022 W | 22MAY1 | 009112 | | 191806 | CONFERENCE REGISTRATION TRAVEL | | 144.00 | |
| API | A3143122-52400 | 05/03/2022 W | 22MAY1 | 007024 | 220297 | 191807 | VEHICLES COMPLETE OUTFITTING FOR 3 NEW | | 38,055.86 | |
| POL | A3143122-52400 | 05/03/2022 LIQ/INV | 007024 | 220297 | 191807 | | VEHICLES COMPLETE OUTFITTING FOR 3 2022 | 4 2022 | | 38,055.86 |
| API | A3031444-54725 | 05/03/2022 W | 22MAY1 | 004940 | 220240 | 191808 | SERVICE CONTRACTS ENGINEERING 2221175.02 | | 1,564.15 | |
| POL | A3031444-54725 | 05/03/2022 LIQ/INV | 004940 | 220240 | 191808 | | SERVICE CONTRACTS ENGINEERING 2221175.02 | 4 2022 | | 1,564.15 |
| API | F3638352-52300 | 05/03/2022 W | 22MAY1 | 006369 | | 191810 | MISCELLANEOUS EQUIPMENT 20-SARSPR | | 2,040.00 | |
| API | A3143424-54180 | 05/03/2022 W | 22MAY1 | 008876 | 210190 | 191812 | OTHER SUPPLIES 12866FD | | 184.40 | |
| POL | A3143424-54180 | 05/03/2022 LIQ/INV | 008876 | 210190 | 191812 | | OTHER SUPPLIES 12866FD | 4 2021 | | 184.40 |
| API | A3537114-54610 | 05/03/2022 W | 22MAY1 | 001291 | | 191813 | REPAIRS & MAINTENANCE BUILDING 98002968349 | | 1,763.02 | |
| API | F3638354-54180 | | | | | | OTHER SUPPLIES | | 71.24 | |

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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 |
|--------------|---------------------|------------|----------|--------|--------|--------|--------------------------------|------|-----------|-----------|
| | | 05/03/2022 | W 22MAY1 | 001291 | | 191814 | 98002968349 | | | |
| API | A3031624-54610 | | | | | | REPAIRS & MAINTENANCE BUILDING | Y | 90.86 | |
| | | 05/03/2022 | W 22MAY1 | 001291 | | 191815 | 98002968349 | | | |
| API | A3011721-51974 | | | | | | REBATE MEDICAL LOSS RATIO | | 4.13 | |
| | | 05/03/2022 | W 22MAY1 | 007430 | | 191816 | MVP REBATE | | | |
| API | E3577162-52400 | | | | | | VEHICLES | | 42,340.00 | |
| | | 05/03/2022 | W 22MAY1 | 008168 | 220361 | 191817 | 2019 F-150 FOR CITY CENTER | | | |
| POL | E3577162-52400 | | | | | | VEHICLES | 4 | | 42,340.00 |
| | | 05/03/2022 | LIQ/INV | 008168 | 220361 | 191817 | 2019 F-150 FOR CITY CENTER | 2022 | | |
| API | F3638354-54510 | | | | | | REPAIRS & MAINTENANCE VEHICLE | | 489.24 | |
| | | 05/03/2022 | W 22MAY1 | 008168 | | 191818 | 5873550 | | | |
| API | A3143124-54510 | | | | | | REPAIRS & MAINTENANCE VEHICLE | | 361.57 | |
| | | 05/03/2022 | W 22MAY1 | 008168 | | 191819 | 13644 | | | |
| API | A3031624-54720 | | | | | | SERVICE CONTRACTS - PROF SERV | | 1,549.00 | |
| | | 05/03/2022 | W 22MAY1 | 000270 | 210305 | 191820 | 0019123 | | | |
| POL | A3031624-54720 | | | | | | SERVICE CONTRACTS - PROF SERV | 4 | | 1,549.00 |
| | | 05/03/2022 | LIQ/INV | 000270 | 210305 | 191820 | 0019123 | 2021 | | |
| API | A3143124-54160 | | | | | | UNIFORMS | | 130.60 | |
| | | 05/03/2022 | W 22MAY1 | 008717 | | 191821 | CLOTHING REIMB | | | |
| API | A3143124-54160 | | | | | | UNIFORMS | | 700.00 | |
| | | 05/03/2022 | W 22MAY1 | 007923 | | 191822 | CLOTHING REIMB | | | |
| API | A3335014-54180 | | | | | | OTHER SUPPLIES | | 1,083.89 | |
| | | 05/03/2022 | W 22MAY1 | 003272 | | 191823 | 96797 | | | |
| API | A3335014-54180 | | | | | | OTHER SUPPLIES | | 187.50 | |
| | | 05/03/2022 | W 22MAY1 | 003272 | | 191824 | 96797 | | | |
| API | A3143124-54160 | | | | | | UNIFORMS | | 32.00 | |
| | | 05/03/2022 | W 22MAY1 | 007862 | | 191825 | CLOTHING REIMB | | | |
| API | A3335014-54510 | | | | | | REPAIRS & MAINTENANCE VEHICLE | | 436.86 | |
| | | 05/03/2022 | W 22MAY1 | 000386 | | 191826 | 6017550 | | | |
| API | A3335014-54510 | | | | | | REPAIRS & MAINTENANCE VEHICLE | | 950.85 | |
| | | 05/03/2022 | W 22MAY1 | 004904 | | 191827 | 287902 0001 | | | |
| API | A3031654-54210 | | | | | | GARAGE SUPPLIES | | 71.88 | |
| | | 05/03/2022 | W 22MAY1 | 005237 | 220030 | 191828 | 4305 | | | |
| POL | A3031654-54210 | | | | | | GARAGE SUPPLIES | 4 | | 71.88 |
| | | 05/03/2022 | LIQ/INV | 005237 | 220030 | 191828 | 4305 | 2022 | | |
| API | A3567174-54510-3000 | | | | | | REPAIRS & MAINTENANCE VEHICLE | | 277.92 | |
| | | 05/03/2022 | W 22MAY1 | 005237 | 220030 | 191829 | 4305 | | | |
| POL | A3567174-54510-3000 | | | | | | REPAIRS & MAINTENANCE VEHICLE | 4 | | 277.92 |
| | | 05/03/2022 | LIQ/INV | 005237 | 220030 | 191829 | 4305 | 2022 | | |
| API | A3567194-54510-3000 | | | | | | REPAIRS & MAINTENANCE VEHICLE | | 470.47 | |
| | | 05/03/2022 | W 22MAY1 | 005237 | 220030 | 191830 | 4302 | | | |
| POL | A3567194-54510-3000 | | | | | | REPAIRS & MAINTENANCE VEHICLE | 4 | | 470.47 |
| | | 05/03/2022 | LIQ/INV | 005237 | 220030 | 191830 | 4302 | 2022 | | |
| API | E3577164-54720 | | | | | | SERVICE CONTRACTS - PROF SERV | | 125.00 | |
| | | 05/03/2022 | W 22MAY1 | 007582 | | 191831 | 1120923 | | | |
| API | A3011474-54740 | | | | | | SERVICE CONTRACTS - EQUIPMENT | | 7.00 | |
| | | 05/03/2022 | W 22MAY1 | 006512 | | 191832 | CS06 | | | |
| API | A3113624-54110 | | | | | | OFFICE SUPPLIES | | 13.25 | |
| | | 05/03/2022 | W 22MAY1 | 006512 | | 191833 | CS05 | | | |

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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 | A3618684-54740 | 05/03/2022 W | 22MAY1 | 006512 | | 191833 | SERVICE CONTRACTS - EQUIPMENT CS05 | | 13.24 | |
| API | A3011474-54740 | 05/03/2022 W | 22MAY1 | 006512 | | 191834 | SERVICE CONTRACTS - EQUIPMENT 1437873 | | 181.59 | |
| API | A3011474-54740 | 05/03/2022 W | 22MAY1 | 006512 | | 191835 | SERVICE CONTRACTS - EQUIPMENT 1437873 | | 185.38 | |
| API | A3113624-54740 | 05/03/2022 W | 22MAY1 | 006512 | | 191836 | SERVICE CONTRACTS - EQUIPMENT 1232537 | | 119.81 | |
| API | A3618684-54740 | 05/03/2022 W | 22MAY1 | 006512 | | 191836 | SERVICE CONTRACTS - EQUIPMENT 1232537 | | 119.82 | |
| API | A3517024-54740 | 05/03/2022 W | 22MAY1 | 006512 | | 191836 | SERVICE CONTRACTS - EQUIPMENT 1232537 | | 29.95 | |
| API | Y3618684-54720-505 | 05/03/2022 W | 22MAY1 | 006512 | | 191836 | SERVICE CONTRACTS - PROF SERV 1232537 | Y | 29.95 | |
| API | F3638314-54110 | 05/03/2022 W | 22MAY1 | 006302 | | 191837 | OFFICE SUPPLIES 04/07/2022 | | 350.00 | |
| API | A3143314-54332 | 05/03/2022 W | 22MAY1 | 000656 | 210498 | 191838 | MATERIALS & REPAIRS TRAFFIC LT 04/11/2022 | | 4,402.00 | |
| POL | A3143314-54332 | 05/03/2022 LIQ/INV | | 000656 | 210498 | 191838 | MATERIALS & REPAIRS TRAFFIC LT 4 04/11/2022 | 2021 | | 4,402.00 |
| API | A051-42220 | 05/03/2022 W | 22MAY1 | 000578 | | 191839 | CIVIL SERVICE FEES 4620 CITY OF SARATOGA SPRINGS | | 4,129.50 | |
| API | A3638144-54180 | 05/03/2022 W | 22MAY1 | 000327 | 220029 | 191840 | OTHER SUPPLIES 19018 | | 1,414.00 | |
| API | G3638114-54180 | 05/03/2022 W | 22MAY1 | 000327 | 220029 | 191840 | OTHER SUPPLIES 19018 | | 315.00 | |
| POL | A3638144-54180 | 05/03/2022 LIQ/INV | | 000327 | 220029 | 191840 | OTHER SUPPLIES 19018 | 4 2022 | | 1,414.00 |
| POL | G3638114-54180 | 05/03/2022 LIQ/INV | | 000327 | 220029 | 191840 | OTHER SUPPLIES 19018 | 4 2022 | | 315.00 |
| API | A3335014-54100 | 05/03/2022 W | 22MAY1 | 000327 | 220078 | 191841 | RUBBLE BLACKTOP STONE OIL 19018 | | 606.31 | |
| POL | A3335014-54100 | 05/03/2022 LIQ/INV | | 000327 | 220078 | 191841 | RUBBLE BLACKTOP STONE OIL 19018 | 4 2022 | | 606.31 |
| API | A3335014-54100 | 05/03/2022 W | 22MAY1 | 000327 | 220340 | 191842 | RUBBLE BLACKTOP STONE OIL 19018 | | 874.70 | |
| POL | A3335014-54100 | 05/03/2022 LIQ/INV | | 000327 | 220340 | 191842 | RUBBLE BLACKTOP STONE OIL 19018 | 4 2022 | | 874.70 |
| API | F3638314-54110 | 05/03/2022 W | 22MAY1 | 001816 | | 191843 | OFFICE SUPPLIES CIT008 | | 130.00 | |
| API | A3335014-54100 | 05/03/2022 W | 22MAY1 | 000329 | 220344 | 191844 | RUBBLE BLACKTOP STONE OIL 222 | | 92.57 | |
| POL | A3335014-54100 | 05/03/2022 LIQ/INV | | 000329 | 220344 | 191844 | RUBBLE BLACKTOP STONE OIL 222 | 4 2022 | | 92.57 |
| API | A3011474-54290 | 05/03/2022 W | 22MAY1 | 003132 | | 191845 | MEDICAL EXAMS SSFD | | 1,800.00 | |
| API | A3143122-52206 | 05/03/2022 W | 22MAY1 | 003786 | 220346 | 191846 | WEAPONS 04/12/2022 | | 739.74 | |
| POL | A3143122-52206 | | | | | | WEAPONS | 4 | | 739.74 |

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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 |
|--------------|---------------------|------------|----------|--------|--------|--------|--------------------------------|------|-----------|--------|
| | | 05/03/2022 | LIQ/INV | 003786 | 220346 | 191846 | 04/12/2022 | 2022 | | |
| API | A3011721-51974 | | | | | | REBATE MEDICAL LOSS RATIO | | 4.13 | |
| | 05/03/2022 W 22MAY1 | | | 009018 | | 191847 | MVP REBATE | | | |
| API | A3567174-54170-6016 | | | | | | SPORTS SUPPLIES | | 40.00 | |
| | 05/03/2022 W 22MAY1 | | | 003171 | | 191848 | REIMBURSEMENT | | | |
| API | A3011424-54740 | | | | | | SERVICE CONTRACTS - EQUIPMENT | | 111.70 | |
| | 05/03/2022 W 22MAY1 | | | 000223 | | 191849 | 4681158 | | | |
| API | A3011424-54740 | | | | | | SERVICE CONTRACTS - EQUIPMENT | | 133.12 | |
| | 05/03/2022 W 22MAY1 | | | 000223 | | 191850 | 323252-1023244A6 | | | |
| API | A3638564-54160 | | | | | | UNIFORMS | | 149.97 | |
| | 05/03/2022 W 22MAY1 | | | 001857 | 220188 | 191851 | 1036 | | | |
| POL | A3638564-54160 | | | | | | UNIFORMS | 4 | | 150.01 |
| | 05/03/2022 LIQ/INV | | | 001857 | 220188 | 191851 | 1036 | 2022 | | |
| API | A3537114-54160 | | | | | | UNIFORMS | | 162.99 | |
| | 05/03/2022 W 22MAY1 | | | 001857 | 220146 | 191852 | BOOTS/FLANDERS | | | |
| POL | A3537114-54160 | | | | | | UNIFORMS | 4 | | 200.00 |
| | 05/03/2022 LIQ/INV | | | 001857 | 220146 | 191852 | BOOTS/FLANDERS | 2022 | | |
| API | A3537114-54160 | | | | | | UNIFORMS | | 199.96 | |
| | 05/03/2022 W 22MAY1 | | | 001857 | 220144 | 191853 | PANTS/FLANDERS | | | |
| POL | A3537114-54160 | | | | | | UNIFORMS | 4 | | 200.00 |
| | 05/03/2022 LIQ/INV | | | 001857 | 220144 | 191853 | PANTS/FLANDERS | 2022 | | |
| API | A3031654-54160 | | | | | | UNIFORMS | | 199.96 | |
| | 05/03/2022 W 22MAY1 | | | 001857 | 220171 | 191854 | PANTS/ROBERTS | | | |
| POL | A3031654-54160 | | | | | | UNIFORMS | 4 | | 200.00 |
| | 05/03/2022 LIQ/INV | | | 001857 | 220171 | 191854 | PANTS/ROBERTS | 2022 | | |
| API | A3335014-54160 | | | | | | UNIFORMS | | 200.00 | |
| | 05/03/2022 W 22MAY1 | | | 001857 | 220211 | 191855 | PANTS/MCGRAW | | | |
| POL | A3335014-54160 | | | | | | UNIFORMS | 4 | | 200.00 |
| | 05/03/2022 LIQ/INV | | | 001857 | 220211 | 191855 | PANTS/MCGRAW | 2022 | | |
| API | A3031654-54160 | | | | | | UNIFORMS | | 200.00 | |
| | 05/03/2022 W 22MAY1 | | | 001857 | 220155 | 191856 | BOOTS/ROBERTS | | | |
| POL | A3031654-54160 | | | | | | UNIFORMS | 4 | | 200.00 |
| | 05/03/2022 LIQ/INV | | | 001857 | 220155 | 191856 | BOOTS/ROBERTS | 2022 | | |
| API | Y3618654-54947-498 | | | | | | SALVATION ARMY PUBLIC SERVICE | Y | 2,328.62 | |
| | 05/03/2022 W 22MAY1 | | | 003053 | | 191857 | 2021 CDBG | | | |
| API | Y3618664-54962-501 | | | | | | SARATOGA AFFORDABLE HOUSING IN | Y | 47,500.00 | |
| | 05/03/2022 W 22MAY1 | | | 005427 | | 191858 | ALLEN DRIVE | | | |
| API | A3143124-54510 | | | | | | REPAIRS & MAINTENANCE VEHICLE | | 75.00 | |
| | 05/03/2022 W 22MAY1 | | | 007574 | | 191859 | 04/20/2022 | | | |
| API | A3517524-54752 | | | | | | SERVICE CONTRACT CONVENTION TO | | 20,399.25 | |
| | 05/03/2022 W 22MAY1 | | | 000497 | | 191860 | PER ADDEDNUM 5 | | | |
| API | E-2615 | | | | | | CUSTOMER DEPOSITS | | 1,400.00 | |
| | 05/03/2022 W 22MAY1 | | | 000368 | | 191861 | CITY CENTER REFUND | | | |
| API | A3011474-54290 | | | | | | MEDICAL EXAMS | | 1,897.00 | |
| | 05/03/2022 W 22MAY1 | | | 000368 | | 191862 | OM_SARSCIVL | | | |
| API | A3143414-54720 | | | | | | SERVICE CONTRACTS - PROF SERV | | 2,207.00 | |
| | 05/03/2022 W 22MAY1 | | | 000368 | | 191863 | OM_SARAPFIRE | | | |
| API | F3638334-54180 | | | | | | OTHER SUPPLIES | | 52.34 | |
| | 05/03/2022 W 22MAY1 | | | 000371 | | 191864 | 4345 | | | |

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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 | F3638334-54180 | 05/03/2022 W | 22MAY1 | 000371 | | 191865 | OTHER SUPPLIES 4345 | | 55.53 | |
| API | A3567144-54180-3000 | 05/03/2022 W | 22MAY1 | 000371 | | 191866 | OTHER SUPPLIES 4345 | | 143.96 | |
| API | A3051414-54490 | 05/03/2022 W | 22MAY1 | 004701 | | 191867 | GENERAL ADVERTISING 4956 | | 135.64 | |
| API | A3143124-54970 | 05/03/2022 W | 22MAY1 | 000399 | | 191868 | K-9 CARE 1255 | | 11.63 | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 002787 | 220260 | 191869 | REPAIRS & MAINTENANCE BUILDING 5000230473 | | 2,009.28 | |
| POL | A3335654-54610 | 05/03/2022 LIQ/INV | | 002787 | 220260 | 191869 | REPAIRS & MAINTENANCE BUILDING 4 5000230473 2022 | | | 2,009.28 |
| API | A3031644-54612 | 05/03/2022 W | 22MAY1 | 002787 | 220260 | 191870 | ARTS CENTER REPAIRS & MAIN 5000230473 | | 2,009.28 | |
| POL | A3031644-54612 | 05/03/2022 LIQ/INV | | 002787 | 220260 | 191870 | ARTS CENTER REPAIRS & MAIN 4 5000230473 2022 | | | 2,009.28 |
| API | A3031624-54610 | 05/03/2022 W | 22MAY1 | 002787 | 220260 | 191871 | REPAIRS & MAINTENANCE BUILDING 5000230473 | | 2,009.28 | |
| POL | A3031624-54610 | 05/03/2022 LIQ/INV | | 002787 | 220260 | 191871 | REPAIRS & MAINTENANCE BUILDING 4 5000230473 2022 | | | 2,009.32 |
| API | A3011474-54770 | 05/03/2022 W | 22MAY1 | 000184 | | 191874 | DISABILITY INSURANCE D275951 | | 13.65 | |
| API | A3719074-54770 | 05/03/2022 W | 22MAY1 | 000184 | | 191874 | DISABILITY INSURANCE D275951 | | 250.25 | |
| API | A3729074-54770 | 05/03/2022 W | 22MAY1 | 000184 | | 191874 | DISABILITY INSURANCE D275951 | | 141.05 | |
| API | A3739074-54770 | 05/03/2022 W | 22MAY1 | 000184 | | 191874 | DISABILITY INSURANCE D275951 | | 1,016.93 | |
| API | F3739074-54770 | 05/03/2022 W | 22MAY1 | 000184 | | 191874 | DISABILITY INSURANCE D275951 | | 233.12 | |
| API | G3739074-54770 | 05/03/2022 W | 22MAY1 | 000184 | | 191874 | DISABILITY INSURANCE D275951 | | 165.00 | |
| API | A3749074-54770 | 05/03/2022 W | 22MAY1 | 000184 | | 191874 | DISABILITY INSURANCE D275951 | | 386.75 | |
| API | A3759074-54770 | 05/03/2022 W | 22MAY1 | 000184 | | 191874 | DISABILITY INSURANCE D275951 | | 109.20 | |
| API | A3769074-54770 | 05/03/2022 W | 22MAY1 | 000184 | | 191874 | DISABILITY INSURANCE D275951 | | 72.80 | |
| API | A3769074-54770-3000 | 05/03/2022 W | 22MAY1 | 000184 | | 191874 | DISABILITY INSURANCE D275951 | | 81.90 | |
| API | A3011721-51974 | 05/03/2022 W | 22MAY1 | 002748 | | 191875 | REBATE MEDICAL LOSS RATIO MVP REBATE | | 4.13 | |
| API | A3567144-54180-3000 | 05/03/2022 W | 22MAY1 | 007309 | | 191876 | OTHER SUPPLIES 330254 | | 40.54 | |
| API | A3567144-54330-3000 | 05/03/2022 W | 22MAY1 | 007309 | | 191877 | REPAIRS & MAINTENANCE EQUIPMEN 330254 | Y | 567.59 | |
| API | A3567144-54180-3000 | 05/03/2022 W | 22MAY1 | 007309 | | 191878 | OTHER SUPPLIES 330254 | | 1,754.70 | |
| API | E-2615 | | | | | | CUSTOMER DEPOSITS | | 675.00 | |

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| YEAR PER JNL | SRC ACCOUNT | JNL | DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC | T OB | DEBIT | CREDIT |
|-------------------------|-------------|--------|--------|-------|-------|--------|----------------------------------|------|-----------|--------|
| EFF DATE | | | | | | | LINE DESC | | | |
| 05/03/2022 W | 22MAY1 | 000743 | | | | 191879 | CITY CENTER REFUND | | | |
| API A3021314-54650 | | | | | | | UTILITIES | | 26,108.12 | |
| 05/03/2022 W | 22MAY1 | 007721 | | | | 191880 | 1064 | | | |
| API A3011474-54120 | | | | | | | POSTAGE | | 352.50 | |
| 05/03/2022 W | 22MAY1 | 000345 | | | | 191881 | CIVIL SERVICE | | | |
| API A3143124-54180 | | | | | | | OTHER SUPPLIES | | 47.94 | |
| 05/03/2022 W | 22MAY1 | 002237 | | | | 191882 | N005296 | | | |
| API A3051414-54110 | | | | | | | OFFICE SUPPLIES | | 124.85 | |
| 05/03/2022 W | 22MAY1 | 002237 | | | | 191883 | 1005296 | | | |
| API A3051414-54110 | | | | | | | OFFICE SUPPLIES | | 248.69 | |
| 05/03/2022 W | 22MAY1 | 002237 | | | | 191884 | 1005296 | | | |
| API A3567244-54720-3000 | | | | | | | SERVICE CONTRACTS - PROF SERV | | 184.00 | |
| 05/03/2022 W | 22MAY1 | 000806 | 220073 | | | 191885 | R214285 | | | |
| POL A3567244-54720-3000 | | | | | | | SERVICE CONTRACTS - PROF SERV 4 | | | 184.00 |
| 05/03/2022 LIQ/INV | | 000806 | 220073 | | | 191885 | R214285 2022 | | | |
| API A3335014-54510 | | | | | | | REPAIRS & MAINTENANCE VEHICLE | | 370.26 | |
| 05/03/2022 W | 22MAY1 | 000420 | | | | 191886 | 04/07/2022 | | | |
| API A3335014-54510 | | | | | | | REPAIRS & MAINTENANCE VEHICLE | | 1,245.47 | |
| 05/03/2022 W | 22MAY1 | 000420 | | | | 191887 | 04/14/2022 | | | |
| API A3143314-54110 | | | | | | | OFFICE SUPPLIES | | 12.16 | |
| 05/03/2022 W | 22MAY1 | 004157 | | | | 191888 | 1Z07278F0368728467 | | | |
| API A3143314-54332 | | | | | | | MATERIALS & REPAIRS TRAFFIC LT | | 11.92 | |
| 05/03/2022 W | 22MAY1 | 004157 | | | | 191888 | 1Z07278F0368728467 | | | |
| API A3113624-54250 | | | | | | | CONFERENCE REGISTRATION | | 144.00 | |
| 05/03/2022 W | 22MAY1 | 004083 | | | | 191889 | TRAVEL | | | |
| API E3577164-54720 | | | | | | | SERVICE CONTRACTS - PROF SERV | | 7,590.68 | |
| 05/03/2022 W | 22MAY1 | 006290 | | | | 191890 | 153914 | | | |
| API A3143124-54180 | | | | | | | OTHER SUPPLIES | | 149.29 | |
| 05/03/2022 W | 22MAY1 | 000320 | | | | 191891 | 204012 | | | |
| API E3577164-54140 | | | | | | | JANITORIAL SUPPLIES | | 362.49 | |
| 05/03/2022 W | 22MAY1 | 001519 | | | | 191892 | 13329745 | | | |
| API E3577164-54140 | | | | | | | JANITORIAL SUPPLIES | | 598.49 | |
| 05/03/2022 W | 22MAY1 | 001519 | | | | 191893 | 13329745 | | | |
| API A3031624-54610 | | | | | | | REPAIRS & MAINTENANCE BUILDING | | 7.20 | |
| 05/03/2022 W | 22MAY1 | 003256 | 220022 | | | 191894 | 1270241 | | | |
| POL A3031624-54610 | | | | | | | REPAIRS & MAINTENANCE BUILDING 4 | | | 7.20 |
| 05/03/2022 LIQ/INV | | 003256 | 220022 | | | 191894 | 1270241 2022 | | | |
| API A3567174-54610-3000 | | | | | | | REPAIRS & MAINTENANCE BUILDING | | 11.94 | |
| 05/03/2022 W | 22MAY1 | 003256 | 220022 | | | 191895 | 1270252 | | | |
| POL A3567174-54610-3000 | | | | | | | REPAIRS & MAINTENANCE BUILDING 4 | | | 11.94 |
| 05/03/2022 LIQ/INV | | 003256 | 220022 | | | 191895 | 1270252 2022 | | | |
| API A3567174-54610-3000 | | | | | | | REPAIRS & MAINTENANCE BUILDING | | 11.94 | |
| 05/03/2022 W | 22MAY1 | 003256 | 220022 | | | 191896 | 1270252 | | | |
| POL A3567174-54610-3000 | | | | | | | REPAIRS & MAINTENANCE BUILDING 4 | | | 11.94 |
| 05/03/2022 LIQ/INV | | 003256 | 220022 | | | 191896 | 1270252 2022 | | | |
| API A3567174-54610-3000 | | | | | | | REPAIRS & MAINTENANCE BUILDING | | 11.94 | |
| 05/03/2022 W | 22MAY1 | 003256 | 220022 | | | 191897 | 1270252 | | | |
| POL A3567174-54610-3000 | | | | | | | REPAIRS & MAINTENANCE BUILDING 4 | | | 11.94 |
| 05/03/2022 LIQ/INV | | 003256 | 220022 | | | 191897 | 1270252 2022 | | | |

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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 | A3567174-54610-3000 | 05/03/2022 W 22MAY1 | | 003256 | 220022 | 191898 | REPAIRS & MAINTENANCE BUILDING 1270252 | | 11.94 | |
| POL | A3567174-54610-3000 | 05/03/2022 LIQ/INV | | 003256 | 220022 | 191898 | REPAIRS & MAINTENANCE BUILDING 4 1270252 2022 | | | 11.94 |
| API | A3031624-54610 | 05/03/2022 W 22MAY1 | | 003256 | 220022 | 191899 | REPAIRS & MAINTENANCE BUILDING 1270241 | | 24.96 | |
| POL | A3031624-54610 | 05/03/2022 LIQ/INV | | 003256 | 220022 | 191899 | REPAIRS & MAINTENANCE BUILDING 4 1270241 2022 | | | 24.96 |
| API | A3031624-54610 | 05/03/2022 W 22MAY1 | | 003256 | 220022 | 191900 | REPAIRS & MAINTENANCE BUILDING 1270241 | | 24.96 | |
| POL | A3031624-54610 | 05/03/2022 LIQ/INV | | 003256 | 220022 | 191900 | REPAIRS & MAINTENANCE BUILDING 4 1270241 2022 | | | 24.96 |
| API | A3031624-54610 | 05/03/2022 W 22MAY1 | | 003256 | 220022 | 191901 | REPAIRS & MAINTENANCE BUILDING 1270241 | | 24.96 | |
| POL | A3031624-54610 | 05/03/2022 LIQ/INV | | 003256 | 220022 | 191901 | REPAIRS & MAINTENANCE BUILDING 4 1270241 2022 | | | 24.96 |
| API | A3537114-54610 | 05/03/2022 W 22MAY1 | | 003256 | 220022 | 191902 | REPAIRS & MAINTENANCE BUILDING 1270249 | | 45.06 | |
| POL | A3537114-54610 | 05/03/2022 LIQ/INV | | 003256 | 220022 | 191902 | REPAIRS & MAINTENANCE BUILDING 4 1270249 2022 | | | 45.06 |
| API | A3031624-54610 | 05/03/2022 W 22MAY1 | | 003256 | 220022 | 191904 | REPAIRS & MAINTENANCE BUILDING 1270241 | | 67.20 | |
| POL | A3031624-54610 | 05/03/2022 LIQ/INV | | 003256 | 220022 | 191904 | REPAIRS & MAINTENANCE BUILDING 4 1270241 2022 | | | 67.20 |
| API | A3335014-54510 | 05/03/2022 W 22MAY1 | | 008955 | | 191905 | REPAIRS & MAINTENANCE VEHICLE 602965 | | 304.43 | |
| API | A3335014-54510 | 05/03/2022 W 22MAY1 | | 005493 | | 191906 | REPAIRS & MAINTENANCE VEHICLE 1840 | | 239.12 | |
| API | E3577164-54201 | 05/03/2022 W 22MAY1 | | 007528 | | 191907 | BUSINESS EXPENSE/SALES 4121265990223856 | | 14.99 | |
| API | E3577164-54201 | 05/03/2022 W 22MAY1 | | 007528 | | 191907 | BUSINESS EXPENSE/SALES 4121265990223856 | | 89.00 | |
| API | E3577164-54201 | 05/03/2022 W 22MAY1 | | 007528 | | 191907 | BUSINESS EXPENSE/SALES 4121265990223856 | | 17.75 | |
| API | E3577164-54110 | 05/03/2022 W 22MAY1 | | 007528 | | 191907 | OFFICE SUPPLIES 4121265990223856 | | 51.98 | |
| API | E3577164-54201 | 05/03/2022 W 22MAY1 | | 007528 | | 191908 | BUSINESS EXPENSE/SALES 4121265990223856 | | 86.00 | |
| API | E3577164-54201 | 05/03/2022 W 22MAY1 | | 007528 | | 191908 | BUSINESS EXPENSE/SALES 4121265990223856 | | 26.29 | |
| API | E3577164-54201 | 05/03/2022 W 22MAY1 | | 007528 | | 191908 | BUSINESS EXPENSE/SALES 4121265990223856 | | 124.00 | |
| API | E3577164-54110 | 05/03/2022 W 22MAY1 | | 007528 | | 191908 | OFFICE SUPPLIES 4121265990223856 | | 34.00 | |
| API | E3577164-54792 | 05/03/2022 W 22MAY1 | | 007528 | | 191908 | MISCELLANEOUS 4121265990223856 | | 25.61 | |
| API | A3021694-54740 | 05/03/2022 W 22MAY1 | | 009104 | | 191909 | SERVICE CONTRACTS - EQUIPMENT LOGMEIN REIMB | | 1,659.99 | |
| API | A3021694-54740 | | | | | | SERVICE CONTRACTS - EQUIPMENT | | 169.00 | |

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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 | E3577164-54140 | 05/03/2022 W | 22MAY1 | 009104 | | 191910 | MINDMANAGER REIMB | | | |
| API | A3051414-54110 | 05/03/2022 W | 22MAY1 | 003346 | | 191911 | JANITORIAL SUPPLIES | | 1,404.20 | |
| API | A3143124-54140 | 05/03/2022 W | 22MAY1 | 003346 | | 191912 | C11038768 | | | |
| API | A3021314-54110 | 05/03/2022 W | 22MAY1 | 003346 | | 191913 | OFFICE SUPPLIES | | 4.98 | |
| API | A3011474-54110 | 05/03/2022 W | 22MAY1 | 003346 | | 191914 | C1067550 | | 6.98 | |
| API | A3031494-54110 | 05/03/2022 W | 22MAY1 | 003346 | | 191915 | JANITORIAL SUPPLIES | | 13.96 | |
| API | A3051414-54110 | 05/03/2022 W | 22MAY1 | 003346 | | 191916 | C1067550 | | 15.96 | |
| API | E3577164-54140 | 05/03/2022 W | 22MAY1 | 003346 | | 191917 | OFFICE SUPPLIES | | 19.95 | |
| API | A3113624-54110 | 05/03/2022 W | 22MAY1 | 003346 | | 191918 | C2650013 | | 19.95 | |
| API | A3618684-54110 | 05/03/2022 W | 22MAY1 | 003346 | | 191919 | OFFICE SUPPLIES | | 23.94 | |
| API | A3143124-54180 | 05/03/2022 W | 22MAY1 | 003346 | | 191920 | C2650013 | | 52.36 | |
| API | A3143414-54200 | 05/03/2022 W | 22MAY1 | 003346 | | 191921 | JANITORIAL SUPPLIES | | | 19.98 |
| API | A3113624-54110 | 05/03/2022 W | 22MAY1 | 003346 | | 191922 | CM0678571 | | | |
| API | F3638334-54110 | 05/03/2022 W | 22MAY1 | 003346 | | 191923 | OFFICE SUPPLIES | | 19.95 | |
| API | A3517024-54230 | 05/03/2022 W | 22MAY1 | 003346 | | 191924 | CM0678571 | | 19.95 | |
| POL | A3517024-54230 | 05/03/2022 W | 22MAY1 | 003346 | 210586 | 191925 | OFFICE SUPPLIES | | 47.88 | |
| API | A3567174-54180-3000 | 05/03/2022 W | 22MAY1 | 008162 | | 191926 | C2650013 | | 63.84 | |
| API | A3031624-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191927 | HOUSE SUPPLIES | | 119.94 | |
| API | A3567174-54180-3000 | 05/03/2022 W | 22MAY1 | 001973 | | 191928 | C2650013 | | 229.15 | |
| API | A3031654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191929 | OTHER SUPPLIES | | 600.18 | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191930 | C1067550 | | | 600.18 |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191931 | DUES | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191932 | C1067550 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191933 | DUES | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191934 | C1067550 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191935 | OTHER SUPPLIES | | 28.41 | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191936 | 00595-023329 | | 84.00 | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191937 | REPAIRS & MAINTENANCE BUILDING | | 17.90 | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191938 | 00595-023329 | | 32.70 | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191939 | REPAIRS & MAINTENANCE BUILDING | | 115.50 | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191940 | 13696 | | 131.39 | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191941 | OTHER SUPPLIES | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191942 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191943 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191944 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191945 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191946 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191947 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191948 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191949 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191950 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191951 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191952 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191953 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191954 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191955 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191956 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191957 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191958 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191959 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191960 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191961 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191962 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191963 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191964 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191965 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191966 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191967 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191968 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191969 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191970 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191971 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191972 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191973 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191974 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191975 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191976 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191977 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191978 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191979 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191980 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191981 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191982 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191983 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191984 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191985 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191986 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191987 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191988 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191989 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191990 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191991 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191992 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191993 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191994 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191995 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191996 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191997 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191998 | 13696 | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191999 | REPAIRS & MAINTENANCE BUILDING | | | |
| API | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 192000 | 13696 | | | |

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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 | A3335654-54610 | 05/03/2022 W | 22MAY1 | 001973 | | 191933 | REPAIRS & MAINTENANCE BUILDING 13696 | | 488.67 | |
| API | A3021694-54720 | 05/03/2022 W | 22MAY1 | 008683 | | 191934 | SERVICE CONTRACTS - PROF SERV 52540114 | | 50.00 | |
| API | A3051414-54250 | 05/03/2022 W | 22MAY1 | 000305 | | 191935 | CONFERENCE REGISTRATION S. CONNORS & D. MORAN | | 420.00 | |
| API | A3567194-54410 | 05/03/2022 W | 22MAY1 | 000070 | | 191936 | PRINTING 03/31/2022 | | 250.00 | |
| API | A3031654-54160 | 05/03/2022 W | 22MAY1 | 003256 | 220022 | 191937 | UNIFORMS 1269238 | | 32.86 | |
| API | A3031654-54610 | 05/03/2022 W | 22MAY1 | 003256 | 220022 | 191937 | REPAIRS & MAINTENANCE BUILDING 1269238 | | 23.92 | |
| POL | A3031654-54160 | 05/03/2022 LIQ/INV | | 003256 | 220022 | 191937 | UNIFORMS 1269238 | 4 2022 | | 32.86 |
| POL | A3031654-54610 | 05/03/2022 LIQ/INV | | 003256 | 220022 | 191937 | REPAIRS & MAINTENANCE BUILDING 1269238 | 4 2022 | | 23.92 |
| GENERAL LEDGER TOTAL | | | | | | | | | 488,256.82 | 19.98 |
| API | A-2600 | 05/03/2022 W | 22MAY1 | B 3523 | | | ACCOUNTS PAYABLE | | | 256,351.20 |
| API | E-2600 | 05/03/2022 W | 22MAY1 | B 3523 | | | ACCOUNTS PAYABLE | | | 85,912.72 |
| API | F-2600 | 05/03/2022 W | 22MAY1 | B 3523 | | | ACCOUNTS PAYABLE | | | 4,786.23 |
| API | G-2600 | 05/03/2022 W | 22MAY1 | B 3523 | | | ACCOUNTS PAYABLE | | | 660.00 |
| API | H-2600 | 05/03/2022 W | 22MAY1 | B 3523 | | | ACCOUNTS PAYABLE | | | 76,357.00 |
| API | P-2600 | 05/03/2022 W | 22MAY1 | B 3523 | | | ACCOUNTS PAYABLE | | | 2,388.00 |
| API | Y-2600 | 05/03/2022 W | 22MAY1 | B 3523 | | | ACCOUNTS PAYABLE | | | 61,781.69 |
| POL | A-1521 | 05/03/2022 W | 22MAY1 | B 3523 | | | ENCUMBRANCES | | | 115,849.00 |
| POL | E-1521 | 05/03/2022 W | 22MAY1 | B 3523 | | | ENCUMBRANCES | | | 69,734.12 |
| POL | F-1521 | 05/03/2022 W | 22MAY1 | B 3523 | | | ENCUMBRANCES | | | 225.90 |
| POL | G-1521 | 05/03/2022 W | 22MAY1 | B 3523 | | | ENCUMBRANCES | | | 315.00 |
| POL | H-1521 | 05/03/2022 W | 22MAY1 | B 3523 | | | ENCUMBRANCES | | | 76,357.00 |
| POL | A-2963 | 05/03/2022 W | 22MAY1 | B 3523 | | | BUDGETARY FUND BALANCE RES ENC | | 115,849.00 | |
| POL | E-2963 | 05/03/2022 W | 22MAY1 | B 3523 | | | BUDGETARY FUND BALANCE RES ENC | | 69,734.12 | |
| POL | F-2963 | 05/03/2022 W | 22MAY1 | B 3523 | | | BUDGETARY FUND BALANCE RES ENC | | 225.90 | |

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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 |
|--------------------------------|-------------|------------|----------|-------|-------|-------|--------------------------------|------|------------|------------|
| | | 05/03/2022 | W 22MAY1 | B | 3523 | | | | | |
| POL | G-2963 | | | | | | BUDGETARY FUND BALANCE RES ENC | | 315.00 | |
| | | 05/03/2022 | W 22MAY1 | B | 3523 | | | | | |
| POL | H-2963 | | | | | | BUDGETARY FUND BALANCE RES ENC | | 76,357.00 | |
| | | 05/03/2022 | W 22MAY1 | B | 3523 | | | | | |
| SYSTEM GENERATED ENTRIES TOTAL | | | | | | | | | 262,481.02 | 750,717.86 |
| JOURNAL 2022/05/6 TOTAL | | | | | | | | | 750,737.84 | 750,737.84 |
| 2022 | 5 | 6 | | | | | | | | |
| API | A-1522 | | | | | | EXPENDITURES | | 251,941.70 | |
| | | 05/03/2022 | W 22MAY1 | B | 3523 | | | | | |
| API | E-1522 | | | | | | EXPENDITURES | | 82,975.22 | |
| | | 05/03/2022 | W 22MAY1 | B | 3523 | | | | | |
| API | F-1522 | | | | | | EXPENDITURES | | 4,786.23 | |
| | | 05/03/2022 | W 22MAY1 | B | 3523 | | | | | |
| API | G-1522 | | | | | | EXPENDITURES | | 660.00 | |
| | | 05/03/2022 | W 22MAY1 | B | 3523 | | | | | |
| API | H-1522 | | | | | | EXPENDITURES | | 76,357.00 | |
| | | 05/03/2022 | W 22MAY1 | B | 3523 | | | | | |
| API | P-1522 | | | | | | EXPENDITURES | | 2,388.00 | |
| | | 05/03/2022 | W 22MAY1 | B | 3523 | | | | | |
| API | Y-1522 | | | | | | EXPENDITURES | | 61,781.69 | |
| | | 05/03/2022 | W 22MAY1 | B | 3523 | | | | | |
| API | A-2980 | | | | | | REVENUES | | 4,409.50 | |
| | | 05/03/2022 | W 22MAY1 | B | 3523 | | | | | |

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| FUND | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|-------------------------------|------|-----|-----|------------|--------------------------------|------------|------------|
| ACCOUNT | | | | | | | |
| A GENERAL FUND | 2022 | 5 | 6 | 05/03/2022 | | | |
| A-1521 | | | | | ENCUMBRANCES | | 115,849.00 |
| A-1522 | | | | | EXPENDITURES | 251,941.70 | |
| A-2600 | | | | | ACCOUNTS PAYABLE | | 256,351.20 |
| A-2963 | | | | | BUDGETARY FUND BALANCE RES ENC | 115,849.00 | |
| A-2980 | | | | | REVENUES | 4,409.50 | |
| | | | | | FUND TOTAL | 372,200.20 | 372,200.20 |
| E CITY CENTER AUTHORITY | 2022 | 5 | 6 | 05/03/2022 | | | |
| E-1521 | | | | | ENCUMBRANCES | | 69,734.12 |
| E-1522 | | | | | EXPENDITURES | 82,975.22 | |
| E-2600 | | | | | ACCOUNTS PAYABLE | | 85,912.72 |
| E-2615 | | | | | CUSTOMER DEPOSITS | 2,937.50 | |
| E-2963 | | | | | BUDGETARY FUND BALANCE RES ENC | 69,734.12 | |
| | | | | | FUND TOTAL | 155,646.84 | 155,646.84 |
| F WATER FUND | 2022 | 5 | 6 | 05/03/2022 | | | |
| F-1521 | | | | | ENCUMBRANCES | | 225.90 |
| F-1522 | | | | | EXPENDITURES | 4,786.23 | |
| F-2600 | | | | | ACCOUNTS PAYABLE | | 4,786.23 |
| F-2963 | | | | | BUDGETARY FUND BALANCE RES ENC | 225.90 | |
| | | | | | FUND TOTAL | 5,012.13 | 5,012.13 |
| G SEWER FUND | 2022 | 5 | 6 | 05/03/2022 | | | |
| G-1521 | | | | | ENCUMBRANCES | | 315.00 |
| G-1522 | | | | | EXPENDITURES | 660.00 | |
| G-2600 | | | | | ACCOUNTS PAYABLE | | 660.00 |
| G-2963 | | | | | BUDGETARY FUND BALANCE RES ENC | 315.00 | |
| | | | | | FUND TOTAL | 975.00 | 975.00 |
| H CAPITAL PROJECTS FUND | 2022 | 5 | 6 | 05/03/2022 | | | |
| H-1521 | | | | | ENCUMBRANCES | | 76,357.00 |
| H-1522 | | | | | EXPENDITURES | 76,357.00 | |
| H-2600 | | | | | ACCOUNTS PAYABLE | | 76,357.00 |
| H-2963 | | | | | BUDGETARY FUND BALANCE RES ENC | 76,357.00 | |
| | | | | | FUND TOTAL | 152,714.00 | 152,714.00 |
| P SPECIAL ASSESSMENT DISTRICT | 2022 | 5 | 6 | 05/03/2022 | | | |
| P-1522 | | | | | EXPENDITURES | 2,388.00 | |
| P-2600 | | | | | ACCOUNTS PAYABLE | | 2,388.00 |
| | | | | | FUND TOTAL | 2,388.00 | 2,388.00 |
| Y COMMUNITY DEVELOPMENT FUND | 2022 | 5 | 6 | 05/03/2022 | | | |

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| FUND ACCOUNT | YEAR PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|-----------------|----------|-----|----------|---------------------|-----------|-----------|
| Y-1522 | | | | EXPENDITURES | 61,781.69 | |
| Y-2600 | | | | ACCOUNTS PAYABLE | | 61,781.69 |
| | | | | FUND TOTAL | 61,781.69 | 61,781.69 |

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

OPENING WEEK!



STARTING MAY 4
WEDNESDAYS 3:00-6:00PM

Outside the City Center Parking
Garage on High Rock Ave



STARTING MAY 7
SATURDAYS 9:00AM-1:00PM

The Wilton Mall parking lot,
near the Trustco entrance
across from BJs

A PROCLAMATION OF THE CITY OF SARATOGA SPRINGS, NEW YORK

MAY 2022 NATIONAL BIKE MONTH

WHEREAS, May is National Bike Month, sponsored by the League of American Bicyclists and celebrated in communities from coast to coast; and

WHEREAS, National Bike Month was established in 1956 and is a chance to showcase the many benefits of bicycling — and encourage more folks to give biking a try; and

WHEREAS, whether you bike to work or school, ride to save money or time, bike for your health or the environment, or simply to explore our community, National Bike Month is an opportunity to celebrate the unique power of the bicycle and the many reasons we ride; and

WHEREAS, Saratoga Springs is proud to celebrate the recent groundbreaking of the downtown portion of the Saratoga Greenbelt Trail; and

Whereas, creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life; to grow the economy of Saratoga Springs by attracting tourism dollars; to improve traffic safety; to reduce pollution, congestion, and wear and tear on our streets and roads; and

Whereas, the City, Complete Streets Advisory Board, New York State, Saratoga Spa State Park, Saratoga County, Bikeatoga, and the Saratoga Chamber of Commerce, are also promoting bicycle tourism year round to attract more visitors to enjoy our local restaurants, hotels, retail establishments, and cultural and scenic attractions; and

WHEREAS, the following tips will help you enjoy biking more:

- Have your bike checked over by a qualified bicycling shop
- Always wear a helmet to protect your head in the event of a crash
- Ride in the right-most lane that goes in the direction that you are traveling
- Obey all stop signs, traffic lights, and lane markings
- Look before you change lanes or signal a turn
- Be visible and predictable at all times

NOW, THEREFORE, I, Ron Kim, Mayor of the City of Saratoga Springs, in recognition of National Bike Month urges everyone to bike to work or try cycling for fun, fitness, or transportation.

Ron Kim, Mayor

April 21, 2022

Press Release

FOR IMMEDIATE RELEASE

Media Contact: Wendy Mahaney, wendy@sustainablesaratoga.org

NO MOW MAY: GIVE UP YOUR LAWNMOWER AND GIVE BEES A CHANCE
SUSTAINABLE SARATOGA JOINS NATIONAL MOVEMENT TO SUPPORT POLLINATORS

SARATOGA SPRINGS, New York – Put your lawnmower aside for the month of May to help save bees and the planet.

This year, Sustainable Saratoga is promoting **No Mow May**, a national movement in which people don't mow their lawns for one month in order to help provide more food sources for bees and other pollinators emerging from winter hibernation. Lawns that remain un-mowed during the month of May allow more species to grow, including some that flower early in the year, and help sustain pollinators.

Appleton, Wisconsin was the first U.S. community to adopt No Mow May, in 2020. It proved exceptionally successful in supporting pollinators: No Mow May lawns had five times as many bees and three times as many bee species as lawns that were mown, according to scientists in Wisconsin. The movement has quickly spread throughout that state as well as to Iowa, Minnesota, Illinois, and Montana, according to [a recent article in the New York Times](#).

"No Mow May is a simple but very effective way that we can help bees and other pollinators, which are facing catastrophic declines due to climate change, pesticides, and habitat loss," says Wendy Mahaney, executive director of Sustainable Saratoga, which is spearheading No Mow May in the Saratoga region. "We are excited to support this new effort to raise awareness about the importance of pollinators and how everyone can make a difference."

No Mow May does not violate any laws in the City of Saratoga Springs; the City requires property owners to mow their lawns in June, July, and August, but not in May. If you live outside of Saratoga Springs, you may want to check your local ordinances regarding lawn care requirements.

Sustainable Saratoga has signage that property owners can put on their un-mowed lawns to explain No Mow May and to help spread the movement. For more information, please contact: pollinators@sustainablesaratoga.org.

About Sustainable Saratoga

Sustainable Saratoga is a not-for-profit organization that promotes sustainable practices and the protection of natural resources through education, advocacy and action, for the benefit of current and future generations in the Saratoga Springs area. Since 2008, Sustainable Saratoga has been a leader in promoting awareness of environmental issues and what we as a local community can do to minimize our ecological impact while maintaining a high quality of life.

To learn more about Sustainable Saratoga, visit www.sustainablesaratoga.org.

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CITY OF SARATOGA SPRINGS

OFFICE OF COMMUNITY DEVELOPMENT

City Hall – 474 Broadway
Saratoga Springs, New York 12866
518.587.3550 x2575 www.saratoga-springs.org



City of Saratoga Springs Community Development Non-Profit Grant Program

◇ Program Summary ◇

In an effort to address growing community needs, as well as provide equitable access to City financial support for our local non-profit organizations, the Community Development Department, in coordination with the Mayor and Commissioner of Finance, established funding for the City-funded Community Development Non-Profit Grant Program by resolution of the City Council on October 19, 2021.

Prior to the establishment of this program, the only consistent resource for supporting identified priority needs is yearly Community Development Block Grant Entitlement (CDBG) Funds. While this funding stream has supported hundreds of projects and programs at the benefit of Saratoga Springs' low-moderate income community, its rigid federal restrictions often render the most needed initiatives ineligible for CDBG support. The use of largely unrestricted City funds would allow for the Community Development Department to better target and support the breadth of evolving community needs. Additionally, federal funding for the CDBG Entitlement Program has remained largely stagnant over the last three decades (with no adjustment for inflation), and been stretched to include an increasing number of municipalities qualifying for entitlement. As such, the City's regular allotment has decreased by about 44% since the beginning of the program. CDBG Entitlement funding alone is not enough to meet the needs of the community and its most vulnerable members.

Historically, the City has provided allocations to a few select non-profit organizations on an annual basis through the Mayor's budget. Several of these yearly appropriations are distributed without any contractual or legislative requirement, and none are monitored for community impact. The implementation of a structured non-profit grant program will not only allow for increased equity of access to the support of the City, but also ensure strategic investment that truly addresses our most pressing needs based on verifiable data and tracking of community impact over time.

Program Funding, as established by resolution of the City Council on October 19, 2021

- Fiscal Year 2022 (year one) - \$200,000 appropriated within the City operating budget, ensuring initial program launch.

- Fiscal Years 2023 forward – The program will be initiated each year if/when the Audited Financial Statements, typically released by the Finance Department in September, indicates that the City has an unassigned fund balance of not less than 10.00%. Funding will total \$200,000 - \$300,000 each year, with the final amount to be approved by Council. The funding of this program shall not cause the City's general fund unassigned fund balance to be in a deficit, as defined by the fund balance policy. Funding will be established as an assignment of fund balance, called Non-Profit Grant Program Assignment.

Eligible Activity Categories and Entities

- Non-profit organizations located in the City of Saratoga Springs are eligible to apply. Non-profits located in Saratoga County who serve City residents are also eligible.
- Eligible agencies may apply under three separate categories:
 - Human Services, Housing & Workforce Development – *awards will be based on priorities established in current CDBG Consolidated Plan (may be utilized as leveraged, local funding for grants awarded under the traditional CDBG Entitlement Program).*
 - Environmental Sustainability and Resiliency – *awards will prioritize activities supporting Recommendations & Best Practices as detailed in the City's Natural Resource Inventory, sustainability as outlined in the current Comprehensive Plan, reduction of GHG emissions as outlined within the Paris Climate Agreement (per City Council resolution on 5/21/2019), and/or the list of actions that are part of the Climate Smart Communities (CSC) Certification program (per City Council Resolution 12/20/11).*
 - Arts, Culture & History – *awards will be based on priorities set by the City Arts Commission.*

** Goals established within the City's current Consolidated Plan will be considered as part of the application evaluation process for all 3 categories. **

Application and Award Process

Applications will be available on the City's website. Applications will be accepted until funds are exhausted per calendar year.

Applications may be reviewed by the Mayor and/or the following advisory groups, who will present funding recommendations to City Council for approval:

- Human Services, Housing & Workforce Development – *Community Development Citizen's Advisory Committee*

- Environmental Sustainability and Resiliency – *a sub-group of members of the City’s Climate Smart Task Force, Complete Streets Committee, and Open Space Advisory Task Force*
- Arts, Culture & History – *the City Arts Commission.*

As established by resolution of the City Council on October 19, 2021, all grants under this program shall require a finding by the Council that the amount of the individual grant provides a public benefit equal to or greater than the amount of the grant.

Grantee Reporting Requirements and Impact Tracking

- Grantees must submit a progress report detailing number of persons served, including demographics, income and other data as may be required by the Community Development Planner, and a final report detailing the same upon the completion of the grant.
- Grantees may be required to present a summary of the complete, funded activity at a City Council meeting.
- The Community Development Planner will produce an aggregate funding impact report following each program year to be shared with Council and posted publicly.

City Operating Budget Annual Allocations

A portion of the non-profit organizations currently receiving an annual City allocation are neither contracted nor required by legislation. For continuing annual allocations, contracts illustrating expectations will be issued, and recipients will be required to provide progress and final reports detailing use of funds and impact as required by the Community Development Planner. Agencies whose annual allocation is not set for continued funding will be informed of the new competitive grant process, and granted a one-year grace period (FY 2022) to adjust their operating budgets.



City of Saratoga Springs Non-Profit Grant Program

Name of Applicant/Non-Profit Organization:

Date of Grant Application:

Street Address:

City:

State:

Zip code:

Applicant Telephone:

Applicant E-mail:

Eligible Category:

Human Services, Housing & Workforce Development

Environmental Sustainability and Resiliency

Arts, Culture & History

Amount of Grant Requested:

Describe proposed use of potential grant funds to include, activity beneficiaries, performance goals and indicators, and activity time frame/schedule. Attach additional pages to provide more detailed information about proposed use of funds to assist review of grant application.

Print Name and Title of grant applicant:

Signature of grant applicant:

Please attach the following:

- 1. Documentary proof of applicant's Non-Profit IRS tax-exempt status.**
- 2. An abstract of applicant's background.**
- 3. Proposed budget for expenditure of requested grant funds.**

All applications will be reviewed by Community Development staff for Completion.



CITY OF SARATOGA SPRINGS HOLD HARMLESS AGREEMENT

The City of Saratoga Springs requires:

A Certificate of Insurance naming the City of Saratoga Springs as an **Additional Insured** evidencing the following coverages:

- Commercial General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate including completed products and operations and personal injury liability insurance
- Blanket Fidelity Bond: Bond to cover all employees in an amount equal to the cash advance of this Agreement
- Property Insurance: Amount equal to coverage for contract assets from loss due to theft, fraud or physical damage
- 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:

Office of Community Development
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866

The Subrecipient 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 Subrecipient 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 for commercial general liability. 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 Subrecipient 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 Subrecipient. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured** for all those activities performed within its contracted activities for the contract as executed.

In all cases, the following hold harmless agreement shall apply:

The Subrecipient 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 Subrecipient or its employer, agents or subcontractors.

Signature/Date: _____
Company _____
Address _____
Authorized Representative/Title: _____

CERTIFICATE OF PARTICIPATING MUNICIPALITY

I, Mayor Ron Kim, an authorized officer of the City of Saratoga Springs, New York (the “Participating Municipality”), a municipal corporation of the State of New York, **HEREBY CERTIFY** as follows:

1. On May 21, 2019 the Participating Municipality duly adopted Local Law No. 1 of 2019 (the “Local Law”), in the form attached hereto as Exhibit A, in accordance with the Municipal Home Rule Law and Article 5-L of the General Municipal Law (“Article 5-L”) and such Local Law is in full force and effect and has not been modified, amended or revoked.

2. On May 23 2019, Mayor Meg Kelly, on behalf of the Participating Municipality, being duly authorized, executed the Municipal Agreement, between Energy Improvement Corporation (“EIC”) and the Participating Municipality, dated as of May 23, 2019 (the “Municipal Agreement”), in the form attached hereto as Exhibit B, and said Municipal Agreement is in full force and effect as it relates to the Participating Municipality and to the best of my knowledge, the Participating Municipality is not in default under any of the provisions thereof.

3. Pursuant to the Municipal Agreement, the Participating Municipality has appointed EIC to act as its agent in the administration of the Open C-PACE Program (the “Program”) within the Participating Municipality and in its dealings with financing parties and property owners wishing to participate in the Program. EIC is authorized on behalf of the Participating Municipality to levy and record the Benefit Assessment Lien (in the form attached to the Municipal Agreement), any amendments or assignments thereof and the Release in the land records for properties in the Participating Municipality without charge, and to take any reasonable actions in the performance of its duties under the Municipal Agreement and other Program documents.

4. To the best of my knowledge, as of the date of this Certificate:

- a. No litigation, legal action or other proceeding is pending or threatened against the Participating Municipality with respect to its obligations under the Municipal Agreement; and
- b. There is no litigation pending or threatened to restrain or enjoin the Municipal Agreement or in any manner questioning: (i) the proceedings under which the Local Law was adopted; (ii) the proceedings under which the Municipal Agreement was authorized, or (iii) the validity of either the Local Law or the Municipal Agreement or the legal authority of the Participating Municipality to perform any of its obligations or undertaking under the Local Law or the Municipal agreement, respectively;
- c. As of even date hereof, the undersigned acting in its official capacity and to the best of his/her understanding, there has occurred no material adverse change in the financial condition of the Participating Municipality as set forth in the audited financial statements of the Participating Municipality for its fiscal year ending 2022, which is the most recent year for which audited financial statements are available.

All terms not otherwise defined hereinabove shall have the respective meanings set forth in the Municipal Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand this day of , 2022.

Name: Ron Kim

Position: Mayor

Participating Municipality: City of Saratoga Springs



City of Saratoga Springs

CITY ATTORNEY'S OFFICE

CITY HALL

**474 Broadway – Suite 21
Saratoga Springs, New York 12866**

Telephone 518-587-3550 x 2516

ANTHONY J. IZZO
CITY ATTORNEY

ROBIN MCFEE
EXECUTIVE ASSISTANT

April 27, 2022

Saratoga County Clerk
40 McMaster Street
Ballston Spa, NY 12020

Dear County Clerk,

Pursuant to Local Law 1 of 2019 (entitled "Energize NY Open C-PACE Financing Program"), Energy Improvement Corporation (EIC) will be requesting the filing of Benefit Assessment Liens in the land records of the Saratoga County Clerk's office for certain real property owners located in the City of Saratoga Springs who participate in said program.

This letter is being sent to advise you that pursuant to Local Law 1 of 2019, EIC is authorized on behalf of the City of Saratoga Springs to implement the program. Accordingly, because EIC is a constituted authority acting as an agent of the City of Saratoga Springs, the recording of any Benefit Assessment Lien, as well as the assignment or any subsequent assignments thereof, any amendments to the lien, and the satisfaction and release of the lien, shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the City of Saratoga Springs, as determined by this office.

Signed,

Name: Anthony J. Izzo
Title: City Attorney, City of Saratoga Springs



City of Saratoga Springs

CITY ATTORNEY'S OFFICE
CITY HALL
474 Broadway – Suite 21
Saratoga Springs, New York 12866

Telephone 518-587-3550 x 2516

ANTHONY J. IZZO
CITY ATTORNEY

ROBIN MCFEE
EXECUTIVE ASSISTANT

April 27, 2022

Energy Improvement Corporation
2875 Route 35
Katonah, New York 10536

Norton Rose Fulbright (US) LLP
1301 Avenue of the Americas
New York, New York 10019

Re: Energize New York Open C-PACE Program

Ladies and Gentleman:

This opinion is being furnished to you in connection with the execution of the Municipal Agreement, dated May 23, 2019 (the "Municipal Agreement") by and between the City of Saratoga Springs (the "Participating Municipality") and the Energy Improvement Corporation (the "Corporation"). Terms used but not otherwise defined herein shall have the respective meanings set forth in the Municipal Agreement.

In issuing the opinion set forth below, I have examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

- (1) The Municipal Agreement;
- (2) Local Law No. 1 of 2019 adopted by the Participating Municipality on May 21, 2019 (the "Local Law"); and
- (3) Proceedings of the City Council of the Participating Municipality relating to the adoption of the Local Law and the authorization and execution of the Municipal Agreement.

I have also examined and relied upon originals, or copies certified or otherwise authenticated to our satisfaction, of such other records, documents, certificates and other instruments to enable us to deliver this opinion.

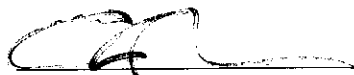
April 27, 2022

Based upon the foregoing, I am of the opinion that:

- (A) The Local Law has been adopted in accordance with the Municipal Home Rule Law and Article 5-L of the General Municipal Law;
- (B) The Participating Municipality has been duly authorized by all necessary actions to execute and deliver the Municipal Agreement and is authorized to perform the obligations and covenants thereunder;
- (C) The Municipal Agreement has been executed and delivered by the Participating Municipality and is a legal, valid and binding obligation of the Participating Municipality enforceable against the Participating Municipality in accordance with the Municipal Agreement's terms, except to the extent that the enforceability may be limited by the laws of the United States or New York State, as they relate to bankruptcy, insolvency, reorganization or other laws relating to the enforcement of creditors' rights generally, by equitable principles generally or by the availability of any particular remedy; and
- (D) To my knowledge, there is no litigation pending or threatened to restrain or enjoin the Municipal Agreement or in any manner questioning: (i) the proceedings under which the Local Law was adopted; (ii) the proceedings under which the Municipal Agreement was authorized, respectively; or (iii) the validity of either the Local Law or the Municipal Agreement or the legal authority of the Participating Municipality to perform any of its obligations or undertaking under the Local Law or the Municipal Agreement.

This opinion speaks only as of its date and is based solely upon the laws of the State of New York. We are issuing this opinion specifically for the benefit of the above-mentioned addressees in connection with transactions authorized by the Municipal Agreement and for no other purpose. This opinion may be relied upon by the addressees hereto but may not be relied upon by any other person or for any other purpose without the prior written consent of the Participating Municipality Mayor.

Sincerely,



Name: Anthony J. Izzo

Title: City Attorney, City of Saratoga Springs

AMENDMENT TO UDO

AMENDMENT 1: REMOVE INAPPROPRIATE USES FROM THE GREENBELT

The UDO should be amended to remove the following uses from the greenbelt:

Rural Residential (RR) Zoning District

1. Country Club
2. Educational Facility – Primary and Secondary

Gateway Commercial-Rural (GC-R) Zoning District

3. Community Center
4. Medical/Dental Office
5. Office
6. Dwelling – Multi-Family (Above Ground Floor & Residential Only Structure)
7. Dwelling – Townhouses
8. Eating and Drinking Establishments (More Than 40 Seats)
9. Educational Facility – Vocational
10. Hotel (More Than 20 Guestrooms)

AMENDMENT TO UDO

AMENDMENT 2: ESTABLISH CLEAR CRITERIA AND REQUIREMENTS FOR LAND USE BOARDS TO MAINTAIN RURAL CHARACTER IN THE GREENBELT

For Gateway Commercial-Rural: Article 4.5.B.1.b of the UDO should be amended to add an additional requirement as follows:

“iv. Design standards in the GC-R District may be exempted by the Design Review Board or Planning Board with a written explanation detailing the exemption as follows:

- a. The uses in the structure are unique and preclude meeting the rural design standards of the ordinance; or*
- b. The lot configuration is unique and precludes meeting the rural character of the ordinance; or*
- c. That there are extraordinary circumstances unique to the parcel that demonstrates that the design standards cannot meet the rural character objectives of the ordinance.”*

For the Suburban and Rural Residential Districts: Article 16.10 should be amended to provide an introductory statement as follows:

16.10 DESIGN STANDARDS:

“The design standards should be followed but may be exempted by the Design Review Board or Planning Board with a written explanation detailing the exemption as follows: a. The uses in the structure are unique and preclude meeting the rural design standards of the ordinance; or b. The lot configuration is unique and precludes meeting the rural character of the ordinance; or c. There are extraordinary circumstances unique to the parcel that demonstrate that the design standards cannot meet the rural character objectives of the ordinance; or d. The applicant has demonstrated a better way to achieve this rural design objective.”

AMENDMENT TO UDO

AMENDMENT 3: ENHANCE STREAM AND WETLAND PROTECTIONS

Stream protections: Article 7.1.E should be amended to:

- Require a buffer of 100 feet on all perennial streams and 50 feet on all intermittent streams in the city.
- Give the Planning Board the authority to increase the stream buffer width if their review indicates that this is necessary to protect the integrity and function of the stream system.
- Require that the buffer be measured from the high-water mark on the stream bank.

Wetland protections:

- Article 7.1.D should be amended to extend wetland 100-foot buffer protections to all wetlands over 1 acre in size.
- Article 13.6.C.3 should be amended to include a provision requiring the Planning Board to provide a written rationale how they used the criteria if they determine that a waiver is appropriate.

AMENDMENT TO UDO

AMENDMENT 4: AMEND LAND DISTURBANCE ACTIVITY PERMIT

To reduce the possibility that tree cutting on undeveloped land will be undertaken in a way that would circumvent the tree preservation requirements of Article 11.9, the following changes should be made to Article 13.7:

- Article 13.7.A should be amended to include a provision to the effect that all tree cutting related to development will be subject to Article 11, and that on a parcel for which a Land Disturbance Activity Permit was issued allowing trees to be cut for purposes other than development, tree removal mitigation will be required for any development application submitted for that same parcel within five years.
- Article 13.7.D should be amended to require a more detailed inventory of standing trees, as well as trees to be removed.
- The application for the Land Disturbance Activity Permit, mentioned in Article 13.7.D.1, should be modified to require the applicant to indicate specifically whether construction will be involved, and to provide a tree inventory and cutting plan.



PARTICIPATORY BUDGETING IN SARATOGA SPRINGS

Minita Sanghvi, Commissioner of Finance

WHAT IS PARTICIPATORY BUDGETING?

Participatory budgeting (PB) is a democratic process in which community members decide how to spend part of a public budget. It gives everyone a seat at the table and creates an inclusive budget process. The New York Times calls PB “revolutionary civics in action” — it deepens democracy, builds stronger communities, and creates a more equitable distribution of public resources.” (<https://www.participatorybudgeting.org/what-is-pb/>)

Our goals for Participatory Budgeting in Saratoga Springs, NY are:

- 1. Make our local government more inclusive:** Our goal with PB in Saratoga Springs is to expand and diversify participation in our city’s budget process.
- 2. Have meaningful social and community impact:** Our goal is to listen to needs of our community members and utilize PB to affect meaningful change.
- 3. Promote sustainable public good:** Our goal is to make sustainable decisions that promote the long-term future and well-being of the residents of Saratoga Springs, NY.
- 4. Create easy and seamless civic engagement:** Create another welcoming space for residents to become engaged, fostering a “contagious” civic environment.

HOW DOES PARTICIPATORY BUDGETING WORK IN SARATOGA SPRINGS?

All City residents and organizations are welcome to propose projects. Applications are available on the city website or in the Finance Department at City Hall. Submissions will be divided into two groups: Individual Projects and Organizational Projects.

Eligible projects may not exceed the annual “up to” amount allocated – 0.25% of the city’s general fund budget. They must be a one-time expenditure that can be completed with funds from this year’s participatory process. Eligible projects must benefit the public and be able to be implemented by the City of Saratoga Springs, legally and on public property.

ABOUT THE PARTICIPATORY BUDGET COMMITTEE

Saratoga Springs residents ages 18 and over are invited to apply to serve on the Participatory Budget Committee. This group will meet with project applicants, help them develop proposals that are financially, legally and logistically feasible, and help to oversee the public voting process. Applications are available on the City website, and can be collected in person from the Finance Department in City Hall. Final choices will be made by the Advisory Team.

VOTING FOR PROJECTS

Residents of the City of Saratoga Springs ages 18 and over are eligible to vote on all submissions. Each voter may cast a ballot for one individual project and one organizational project. The PB Committee will tally the results and present them to the Commissioner of Finance, who will bring final recommendations to the City Council for approval.

FOR MORE INFORMATION

Cities around the United States have incorporated participatory budgeting into their local government budget processes. Here are a few of them:

- The Participatory Budgeting Project <https://www.participatorybudgeting.org/>
- Cambridge, Massachusetts: <https://pb.cambridgema.gov>
- Freehold, New Jersey:
<https://www.freeholdboroughnj.gov/participatorybudgeting/index.html>
- Greensboro, North Carolina: <https://www.greensboro-nc.gov/departments/budget-evaluation/participatory-budgeting>
- New York City, New York: <https://council.nyc.gov/pb/>

GET INVOLVED!

Participatory budgeting is all about getting involved in our city. You can find more information, including PB Project Proposal forms and PB Committee Applications, online here: <http://saratoga-springs.org/2682/Participatory-Budgeting> or contact Deputy Commissioner of Finance, Heather Crocker, at heather.crocker@saratoga-springs.org.



Participatory Budgeting Saratoga Springs, NY 2022 Guidebook

***Commissioner of Finance
Minita Sanghvi***



ABOUT THIS GUIDEBOOK

This manual was developed for the City of Saratoga Springs, NY, by the Commissioner of Finance, Deputy Commissioner of Finance, and Budget Director (“Advisory Team”). While participatory budgeting is inspired by experiences elsewhere, we want the City of Saratoga Springs process to reflect the special characteristics of this community and government.

The manual is intended to be revised by the Participatory Budgeting (PB) Committee as the City works through its first year, a pilot year, for the participatory budget process.

ABOUT THE PB COMMITTEE

Individuals will serve on the 2022 PB Committee via an application process for committee membership. These are available on the City website, and can be collected in person from the Finance Department in City Hall. Final choices will be made by the Advisory Team.

Membership requirements include the following:

1. Shall be a City of Saratoga Springs resident.
2. Shall be at least 18 years of age.
3. Shall serve for 2 years.
4. Shall commit to attending 80% of meetings as well as community outreach events.
5. Shall work to find best projects for community based on criteria set by committee.

WHAT IS PARTICIPATORY BUDGETING?

Participatory budgeting (PB) is a democratic process in which community members decide how to spend part of a public budget. The New York Times calls PB “revolutionary civics in action”— it deepens democracy, builds stronger communities, and creates a more equitable distribution of public resources.” (<https://www.participatorybudgeting.org/what-is-pb/>)

PARTICIPATORY BUDGETING IN CITY OF SARATOGA SPRINGS

The City of Saratoga Springs will establish an Assignment for the Participatory Budget Initiative. This will be funded in the amount of **up to** 0.025 percent of the current FY Adopted General Fund Budget, to be replenished annually pending available funds.

Project initiatives require both the approval of the Finance Commissioner as well as the entire Council as follows:

1. Submitted by the public.
2. Developed and vetted with the help of the PB Committee and Advisory Team.
3. Final choices voted upon by the public.
4. Recommendations provided to the Commissioner of Finance for review.
5. Commissioner of Finance makes final recommendations for presentation to the City Council.

Upon Council approval of a project, the Commissioner of Finance may then submit to the Council a request to Use the Assignment and a Budget Amendment to do so.

The City's most current General Fund Adopted Budget is FY2022. Amounts available based on FY2022 will be **up to** \$135,487.82. This amount is available for projects as well as project administration.

PROJECT ELIGIBILITY

Projects are eligible for funding if they meet the following criteria:

- Do not exceed the annual “up to” amount allocated.
- Is a one-time expenditure that can be completed with funds from this year's PB process.
- Can be implemented by the City of Saratoga Springs, legally and on public property.
- Benefit the public. Projects that only benefit private individuals or groups are not eligible.

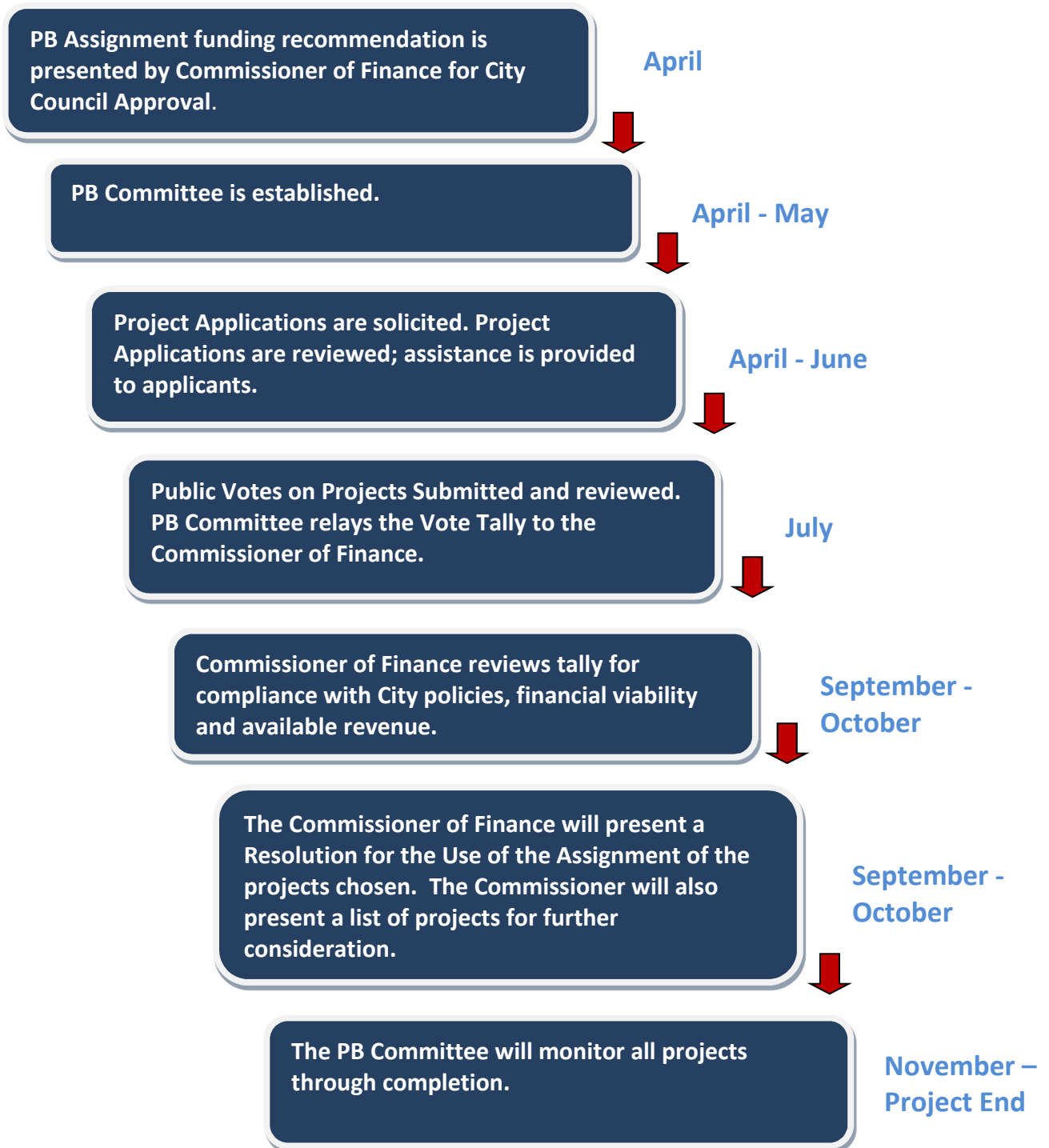
GOALS: WHAT IS THIS FOR?

Our goals for Participatory Budgeting in Saratoga Springs, NY are:

- 1. Make our local government more inclusive:** Our goal with PB in Saratoga Springs is to expand and diversify participation in our city's budget process.
- 2. Have meaningful social and community impact:** Our goal is to listen to needs of our community members and utilize PB to affect meaningful change.
- 3. Promote sustainable public good:** Our goal is to make sustainable decisions that promote the long-term future and well-being of the residents of Saratoga Springs, NY.
- 4. Create easy and seamless civic engagement:** Create another welcoming space for residents to become engaged, fostering a “contagious” civic environment.

TIMELINE: WHAT HAPPENS WHEN?

The 2022 Pilot PB process will start/end in a single fiscal year. The following are tentative milestones, to be updated at the end of the 2022 process.



RULES: HOW DOES IT WORK?

Project Submission

- All City residents and organizations are welcome to propose project ideas.
- Members of the public will submit project ideas online, through mail-in and/or email submission. Ideas may also be collected through “pop-up” events at places like senior centers, schools, libraries, etc.
- Submissions will be divided into two groups:
 - ⇒ Submissions from Individuals
 - ⇒ Submissions from Organizations

This allows the PB Committee to more fairly evaluate submissions, while mindful of amounts available compared to amounts requested.

Project Review Meetings

- Upon the deadline for submissions, the PB Committee will schedule Project Review Meetings. These will be open to the public.
- This will facilitate Q&A required to develop projects into eligible and potential candidates.

Voting for Projects

The entire City of Saratoga Springs public is eligible to vote on all submissions, subject to certain eligibility requirements. Eligibility requirements include:

- Shall be a Saratoga Springs resident
- Shall be at least 18 years of age
- Voting will take place online and in various locations in person, to be determined.
- Each voter can vote a single time.
- Each voter may cast one vote per category, for a total of two choices: Individual Submissions and Organization Submissions.
- The PB Committee will tally all votes. Its tally shall be final.
- The PB Committee will review the final tally.
- The PB Committee will choose projects to be submitted to the Commissioner of Finance, in the order of the tally.
- The Commissioner of Finance will review projects for compliance with City policies, financial viability and available revenue.
- The Commissioner of Finance will choose the projects to be submitted to the City Council for approval.
- **The Commissioner of Finance will establish a list of outstanding projects that could not be included in the City roster at this time, but may be considered at a future time by the City.**

ROLES & RESPONSIBILITIES: WHO DOES WHAT?

City of Saratoga Springs Residents and Collaborators

Anyone can participate in the process, even if they only come to one meeting or only vote.

Residents and collaborative partners may:

- Identify local problems and needs
- Propose project ideas
- Mobilize City residents to participate
- Vote on project proposals, *if eligible*

The Commissioner of Finance and the City Council

- The Commissioner of Finance has the final vote regarding projects submitted to the City Council for approval.
- The City Council has the final vote regarding the use of City funding for these projects. This is based on the City Charter and the duties and responsibilities for the Council members designated therein.

PB Committee and Advisory Team

The PB Committee and the Advisory Team will make decisions by consensus. When there is no consensus, decisions will be made by a simple majority.

The PB Committee will have a chair and a vice-chair, one secretary, and workgroups as it determines necessary. PB Committee members must attend 80% of all meetings and outreach events. Voting by proxy may be considered.

PB Committee will organize:

- Outreach strategies and priorities.
- Communications content and/or design.
- Project assistance for applicants to develop projects that are technically, legally, and financially feasible
- Public Voting

Advisory Team will oversee:

- Assessing feasibility of project proposals.
- Aligning the PB process with city requirements.
- Working with individuals or organizations to provide reasonable cost estimates for project proposals.

ABOUT THE CITY OF SARATOGA SPRINGS, NY CITY COUNCIL

The 2022 City of Saratoga Springs City Council is made up of five members:

- Ronald J. Kim, Mayor
- Minita Sanghvi, Commissioner of Finance
- Anthony “Skip” Scirocco, Commissioner of Public Works
- James Montagnino, Commissioner of Public Safety
- Dillon Moran, Commissioner of Accounts

The Commissioner of Finance initiated the City’s pilot PB Program. Funds set aside via an Assignment and the use thereof are to be presented to the Council by the Commissioner of Finance and voted on by the entire City Council.

The FY2022 Assignment will be in an amount of **up to*** 0.025 percent of the current FY Adopted General Fund Budget, which totals \$135,487.82.

** “Up to” designates amounts available per the adopted budget. These amounts are estimates and may require revision. In addition, there is no requirement that all funds available are used – projects shall be evaluated and funds will be appropriated pursuant to the process in place.*



Participate!

Find out more at:

www.Saratoga-springs.org

Questions?

City of Saratoga Springs, NY
Office of the Commissioner of Finance
474 Broadway, Suite 15
Saratoga Springs, NY 12866
(518) 587-3550

Minita Sangvhi, Commissioner of Finance
Heather Crocker, Deputy Commissioner of Finance
M. Lynn Bachner, Budget Director

**City of Saratoga Springs
Participatory Budgeting Committee**

The Participatory Budgeting program is guided by a guidebook which describes the purposes and duties of this 11 member committee. Members will be appointed to serve a two-cycle term.

Application forms and program information are accessible in any of the following ways:

Online Find committee applications, project proposal forms, and program information at the city's website, www.saratoga-springs.org.

In person Saratoga Springs City Hall, Tax Collector's Office, 474 Broadway, Saratoga Springs, NY 12866

By Email Send an e-mail to the Deputy Commissioner of Finance at heather.crocker@saratoga-springs.org

By Phone Call the Deputy Commissioner of Finance at (518) 587-3550, ext. 2571

By Mail Write to the Deputy Commissioner of Finance, City of Saratoga Springs, City Hall, 474 Broadway, Saratoga Springs, NY 12866

Applicants must complete the application in its entirety. Failure to complete the form completely will result in the return of the incomplete form. A resume or additional information may be provided.

The application form must be signed and dated and returned via mail or email to:

Deputy Commissioner of Finance
City of Saratoga Springs
City Hall
474 Broadway
Saratoga Springs, NY 12866
heather.crocker@saratoga-springs.org

**For more information, contact the Deputy Commissioner of Finance at
(518) 587-3550, ext. 2571 or via e-mail at heather.crocker@saratoga-springs.org.**

Participatory Budgeting Committee Application

This application is a public document open for inspection and reproduction by any person.
Personal contact information will be redacted prior to public release.

First Name _____

Last Name _____

Preferred Name _____

Address Line 1 _____

Address Line 2 _____

City/State/Zip Code _____

Date of Birth _____

Telephone Number _____

Email Address _____

Committee members must be residents of Saratoga Springs, or be applying as a representative of a non-profit organization located in Saratoga Springs. You may include a resume and/or additional documentation with your application.

Why are you interested in joining the Participatory Budget Committee?

What expertise do you bring to the committee?

Are you able to attend regular participatory budget meetings as well as outreach events in the community?

What is your current availability?

Would you be interested in serving as chair or vice-chair?

What do you think are the main priorities facing our city today?

Have you ever participated in a city budget process or participatory budgeting? If so, in what capacity?

Committee members will play important volunteer roles throughout the PB process. Which of the following activities would you want to contribute to the most?

- ☐ Community outreach/education
- ☐ Project development (technical assistance for applicants)
- ☐ Writing/designing brochure, ballot, other program materials
- ☐ Evaluation of community projects
- ☐ Evaluation of the PB process, program design for year 2
- ☐ Other

What would you like to see the PB program accomplish?

State and local law require that you abstain from participation in decisions that may affect your financial interests, including sources of income, interests in real property or investments. All committee members will be required to submit a conflict of interest form upon joining.

Are you a current or former City of Saratoga Springs employee?

- ☐ Yes
- ☐ No

Please read carefully and check the box.

- ☐ In checking this box and signing below, I certify that all statements made in this application are true and complete, and subject to verification. I authorize investigation of all statements contained in this application. I agree and understand that any misstatement or omission of material fact on this application will cause forfeiture on my part of all rights to be considered for appointment to the Participatory Budgeting Steering Committee and may be cause for dismissal if already appointed. Additionally, I understand that I will not be allowed to draft, design or promote a project that may benefit me or the organization I represent.

Signature _____

PRELIMINARY PROJECT PROPOSAL FORM 2022

Contact Name: _____

☐ Individual project

☐ Organizational project _____

Phone: _____

Email address: _____

Mailing address: _____

Date submitted: _____

Information will be used for Participatory Budgeting program only.

The deadline for all submissions: TO BE DETERMINED

To be considered for the ballot, all proposed projects must meet the following criteria:

- Must be projects which will serve the general public's benefit
- Must have low or relatively low annual operating maintenance cost
- Must be on public property

This proposal represents Stage 1 of the project development process. Applicants will be invited to work with the Participatory Budget Committee to develop more detailed plans.

*For more information about Participatory Budgeting please visit the
City of Saratoga Springs website: www.saratoga-springs.org*

Project idea (1-2 two sentence description of the project)

Whom will it benefit? (Ex: Children, pedestrians, wildlife habitat)

Project location (*Ex: West Side Rec, crosswalk on Grand Avenue*)

Additional information/Detailed description (*Use the space below to provide additional details
Add additional sheets as necessary.*)

Supporting Information. Please provide supporting documents (including, e.g. pictures, examples) or anything else that you may have which you would like us to have in order to evaluate and explain your project idea.

Email Completed Forms To: heather.crocker@saratoga-springs.org
cc: lynn.bachner@saratoga-springs.org

Mail to: Heather Crocker
Deputy Commissioner of Finance
Attn: Participatory Budgeting Committee
City Hall
474 Broadway, Suite 15
Saratoga Springs, NY 12866

Copies may be delivered to Tax Collector's office in City Hall, Monday-Friday 9:30am-4:00pm.



**CITY OF SARATOGA SPRINGS
OFFICE OF COMMISSIONER OF FINANCE**

**PRELIMINARY FINANCIAL
REPORT
FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2021**

Dated: April 28, 2022

**CITY OF SARATOGA SPRINGS
OFFICE OF THE COMMISSIONER OF FINANCE
DECEMBER 31, 2021 PRELIMINARY FINANCIAL REPORT**

DATED: April 28, 2022

2021 Annual Financial Report Update Document and 2020 Audited Financial Statements

The Annual Financial Report Update Document (AFR) for the City of Saratoga Springs for fiscal year ended December 31, 2020 was filed with the State Comptroller's Office on April 28, 2022.

The Finance office is preparing the 2021 Financial Statements. A date for the audit to commence has not yet been set. Upon completion of the Audit, the Commissioner of Finance will release the Audited figures.

Please note that all numbers in the written report are rounded to the nearest thousand, unless otherwise stated.

General Fund 2021

The AFR indicates a **\$23,065,000** General Fund fund balance as of 12/31/21, of which **\$15,441,000** is unrestricted and unassigned and \$7,624,000 is restricted, assigned or nonspendable. The General Fund had an operating **SURPLUS** of **\$9,307,000**.

At this time the unrestricted unassigned fund balance is predicted to exceed the acceptable range of the 10% to 25% as outlined in the fund balance policy adopted by the City Council on November 16, 2021. The amount is calculated by taking "the Audited balance available in the unrestricted unassigned fund balance of the City's General Fund for the most recently Audited fiscal year, divided by the adopted expenditure budget for the ensuing fiscal year for the City's General Fund."

Copies of the fund balance policy are available in the Finance Office or on the public drive. The calculation prior to Audit is as follows:

GENERAL FUND FUND BALANCE CALCULATION

| | | |
|----------------|--|--|
| A | \$15,441,301 | 12/31/21 UNRESTRICTED UNASSIGNED FUND BALANCE |
| B | \$54,195,129 | 2022 ADOPTED BUDGET (ENSUING YEAR) |
| A/B | 28.49% | % OF ADOPTED BUDGET |
| A/B | 10% - 25% | ACCEPTABLE RANGE |
| | <i>(If below 10%, considered a shortfall or deficiency. If above 25% considered a surplus or excess. Within 10% to 25%, no action needed.)</i> | |
| B*25%=C | \$13,548,782 | 25% LIMIT AMOUNT |
| B*10%=D | \$5,419,513 | 10% LIMIT AMOUNT |

~~FIGURES ARE NOT AUDITED AND COULD BE SUBJECT TO CHANGE~~

The **restricted/assigned fund balance** is comprised of the following items:

1. \$1,792,000 is restricted in the form of retirement reserve, insurance reserve, capital reserves, tax stabilization reserve, and other miscellaneous reserves.
2. \$899,000 is appropriated to balance the general fund budget in 2022.
3. \$3,750,000 is assigned by City Council for various initiatives and \$2,610,000 represents encumbrances. Encumbrances are expenditures committed to on or before 12/31/21 but paid after 12/31/21.

The City also has non-spendable fund balance in the amount of \$1,183,000, which represents the prepayment of the annual retirement bill on 12/15/21 for 01/01/22-03/31/22 expenses.

(Refer to the General Fund fund balance roll forward for 2017-2021 at Attachment B and for further explanation of fund balance and surplus, please refer to Attachment C.)

Following is a list of items which contributed to the AFR General Fund financial position for the fiscal year ended December 31, 2021.

GENERAL FUND REVENUES

1. Sales tax increased from 2020 by 35.34%. 2021 sales tax collections were \$14,988,000, a \$3,914,000 increase from 2020 actual collection. Sales tax collections were strained by the pandemic restrictions but made significant rebound in 2021 with the re-opening of track, SPAC and various other venues. This is the highest sales tax has ever been. The 2021 adopted budget was \$9,500,000, and was revised up to \$9,897,000, so the City exceeded the revised budget by \$5,091,000,000.
2. Hotel Room Occupancy Tax increased by 120%. 2021 actual collections were \$587,000, an increase of \$320,000 from 2020. 2021 budget was \$338,000. Occupancy Tax is still down from pre-pandemic numbers but is expected to improve in 2022 with travel restrictions removed and with the return of conventions and conferences.
3. Utilities Gross Receipts Tax increased from 2020. Amounts received were \$445,000 in 2021 and \$387,000 in 2020. Receipts were \$45,000 more than budgeted in 2021.
4. Franchise Fees decreased slightly from 2021%. Actual receipts of \$553,000 were less than the adopted budget by \$8,000.
5. Ambulance Fees increased in 2021 by \$356,000. \$1,393,000 was collected, a 34% increase from last year. Actual amounts were less than the 2021 budget by \$174,000.
6. Admission Tax was zero (\$0) in 2020 since the track was not permitted to have spectators due to the pandemic. In 2021 Admissions Tax was \$398,000, which exceeded the adopted budget by \$215,000.
7. VLT Aid was \$2,674,000 in 2021, an increase of \$814,000 or 44% from 2020. The amount budgeted for 2021 was \$2,279,000. The State withheld 20% in 2020 and it was paid to the City in 2021 along with 2021 annual payment.
8. Mortgage Tax receipts increased in 2021. Actual receipts for 2021 were \$2,058,000, 34% more than 2020. The budget for 2021 was \$1,550,000.

9. Sales of Real Property was \$2,010,000 in 2021. The City had two significant property sales in 2021, a property on Henry and Caroline and one on Broadway. This is a one-time revenue.
10. CHIPS State Aid is \$0 for 2021 due to timing of when the City was reimbursed by NYS. Funds were received in March of 2022, after the revenue recognition deadline of February 2022.
11. State Aid Revenue Sharing was \$1,979,641 in 2021, an increase from 2020 when the City received \$1,319,761. The State withheld 20% in 2020 and it was paid to the City in 2021 along with 2021 annual payment.
12. Federal Aid, Other the City received \$3,924,000 from the Coronavirus Local Fiscal Recovery Fund (CLRF) in May of 2021. The City expects the same payment in 2022. These are a one-time payment and will not continue after 2022. The adopted budget was \$5,001,000, \$1,076,000 higher than what was received.
13. Overall, total general fund revenues in 2021 were \$13 million more than 2020. Total revenues for the General Fund were \$54.6 million, \$4.2 million more than the revised budget. Total revenues have never been this high.

GENERAL FUND EXPENSES

1. Health insurance costs were \$7,265,000 in 2021. This was an increase of 1% from 2020. 2021 actual expenses were \$373,000 less than the revised budget. This expense represents 16% of the entire general fund expense budget.
2. Retirement costs increased 9%. 2021 total actual retirement expenses were \$4,590,000 and were \$452,000 less than budgeted. The City once again took advantage of the discount and paid the bill on 12/15, saving \$41,000.
3. Social Security expenses in 2021 were \$1,730,000, \$167,000 less than budgeted and \$49,000 more than last year. Increased social security costs were the result of full work force in 2021 versus voluntary furloughs in 2020.
4. Utility costs were budgeted for \$579,000 and actual expenses were \$481,000. Actual expenses in 2021 were \$72,000 less than fiscal year 2020.
5. Overtime costs totaled \$912,000 in 2021 which was a 15% increase from 2020.
6. Sick leave payments to employees who separate from the City were \$333,000, a \$31,000 increase from 2020. This expenses will fluctuate from year to year based on the number of retirements.
7. Payments for compensatory time amounted to \$433,000, a 24% increase from 2020. Compensatory time pay outs also fluctuate from year to year.
8. Total personal services costs (excluding social security) were \$474,000 more than in 2020. This was primarily the result of voluntary furloughs during 2020. These costs represent 52% of the entire general fund expense budget. Actual expenses in 2021 were \$23,693,000, \$1,259,000 less than budgeted.
9. Discount on Taxes, which is recorded as an expense in the Finance budget, was \$39,000 more than last year.
10. Total General Fund expenses were \$1 million more than 2020 and \$6.3 million less than the revised budget. It is important to note that \$2.6 million was encumbered at year end. Encumbrances are goods or services which are ordered or committed to in 2021 but will be received and paid for in 2022. Therefore, the actual unspent/uncommitted variance was \$3.7 million. The primary reasons for this budget versus actual variance are noted above.

Other Funds:

1. The Water Fund ended 2020 with a positive assigned unappropriated fund balance of \$2,473,000. Total fund balance decreased \$710,000.
2. The Sewer Fund's assigned unappropriated fund balance for 2021 was \$137,000, a decrease of approximately \$480,000.
3. The City Center's fund balance as of December 31, 2021 was \$10,894,000. \$1,005,000 was restricted for capital projects and the remainder was restricted for City Center operations. The City Center suffered an operating loss of \$451,000 due to pandemic restrictions on events. The City gifted to the City Center \$250,000 in cash in 2021 to help cover the costs of operations.

Other Items

Debt Limit

The City's self-imposed debt limit was \$94,868,000 as of December 31, 2021. As of year-end, there were outstanding bonds of \$74,023,000; of which \$22,229,000 represented projects whose debt was excluded from the calculation, leaving \$43,074,000 available for future bonding. The City made \$3,548,000 in regular principal payments during 2021. In March 2021 the City issued \$2,740,000 in new debt for various capital projects. The City also refinanced the 2013 bonds in March of 2021 at a savings of \$408,000.

Long-term Liabilities

- The value of accumulated sick and compensatory time on December 31, 2021 for all City employees was \$5,682,000, an increase of \$1,194,000 from 2020.
- The City also owes \$90,000 in future lease payments for various pieces of equipment.
- The long term liability calculated for post employment benefits provided to employees at retirement (health insurance) was valued at \$142,466,000 as of December 31, 2021, an increase of \$5,885,000. The increase is due to assumptions and methodology.
- Beginning in 2015, the City was required to report the costs and obligations associated with pensions. This was primarily to increase the consistency and comparability of pension information across governments. The information included in the City's general ledger was provided by the New York State and Local Retirement System since the City is a member of the plans they administer. The net pension liability reported by the City as of 12/31/21 was \$6,246,000.
- These obligations added to the outstanding bonded debt noted above amounts to \$228,507,000 in long term liabilities. Total long term liabilities in 2020 were \$242,168,000.

Cash balances

Cash balances as of December 31, 2021 in the General Fund were \$13,940,000, \$4,868,000 less than in 2020. This decrease in cash on hand as of 12/31 is due to paying two Tax Anticipation Notes the City issued during 2020. The City borrowed a total of \$11.3 million to address cash flow deficiencies expected for 2020 and 2021 as a result of the pandemic. Reserve balances declined \$50,000 due to planned drawdowns.

Comments for Future Years

While the unaudited numbers show an excess fund balance, we need to be conservative in spending and looking for additional revenue sources. The success of 2021 was largely due to

Sale of Real Property and Federal Funds, one-time revenue sources. They leave a gap in the General Fund Budget that will need to be filled.

As we continue to work to restore the City's financial stability, we should be looking at building reserves, investing in infrastructure, and stable revenue streams.

Dated: April 28, 2022
Presented to City Council: May 3, 2022

CITY OF SARATOGA SPRINGS

ATTACHMENT A - PAGE 1 of 2

| General Fund | Amounts |
|------------------------------------|----------------|
| Beginning Fund Balance | \$ 13,758,013 |
| Prior Period Adjustment - Increase | - |
| Restated Beginning Fund Balance | \$ 13,758,013 |
| Add 2021 Revenues | 54,584,451 |
| Subtract 2021 Expenditures | 45,277,221 |
| Ending Fund Balance | \$ 23,065,243 |

| Water Fund | Amounts |
|----------------------------|----------------|
| Beginning Fund Balance | \$ 3,183,937 |
| Add 2021 Revenues | 3,754,274 |
| Subtract 2021 Expenditures | 4,464,713 |
| Ending Fund Balance | \$ 2,473,498 |

| City Center Authority | Amounts |
|------------------------------------|----------------|
| Beginning Fund Balance | \$ 10,840,859 |
| Prior Period Adjustment - Increase | 503,615 |
| Restated Beginning Fund Balance | \$ 11,344,474 |
| Add 2021 Revenues | 2,187,530 |
| Subtract 2021 Expenditures | 2,638,483 |
| Ending Fund Balance | \$ 10,893,521 |

| Sewer Fund | Amounts |
|----------------------------|----------------|
| Beginning Fund Balance | \$ 617,470 |
| Add 2021 Revenues | 4,772,997 |
| Subtract 2021 Expenditures | 5,253,202 |
| Ending Fund Balance | \$ 137,265 |

CITY OF SARATOGA SPRINGS

ATTACHMENT A - PAGE 2 of 2

| <i>Capital Projects Fund</i> | <u>Amounts</u> |
|-------------------------------------|-----------------------|
| Beginning Fund Balance | \$ 5,731,080 |
| Prior Period Adjustment - Decrease | \$ - |
| Restated Beginning Fund Balance | 5,731,080 |
| Add 2021 Revenues | 9,913,481 |
| Subtract 2021 Expenditures | 4,137,083 |
| Ending Fund Balance | <u>\$ 11,507,478</u> |

| <i>Debt Service Fund</i> | <u>Amounts</u> |
|---------------------------------|-----------------------|
| Beginning Fund Balance | \$ 1,215,871 |
| Prior Period Adjustment - | \$ - |
| Restated Beginning Fund Balance | 1,215,871 |
| Add 2021 Revenues | 7,510,496 |
| Subtract 2021 Expenditures | 7,647,623 |
| Ending Fund Balance | <u>\$ 1,078,744</u> |

CITY OF SARATOGA SPRINGS

ATTACHMENT B - PAGE 1 of 2
GENERAL FUND FUND BALANCE ROLL FORWARD
DECEMBER 31, 2017-2021

| YEAR | BEGINNING | | PRIOR PERIOD ADJUSTMENT | ADJUSTED | | ADJUSTED BEGINNING | SURPLUS (DEFICIENCY) | ENDING | | ENDING UNREST/UNASSG |
|------|-----------|---------------|----------------------------|---------------|-----------|-----------------------|-------------------------|-----------|---------------|-------------------------|
| | REST/ASSG | UNREST/UNASSG | | UNREST/UNASSG | REST/ASSG | | | REST/ASSG | UNREST/UNASSG | |
| 2017 | 6,473,857 | 9,009,363 | 0 | 9,009,363 | 6,473,857 | 915,600 | | 7,110,794 | 9,288,025 | |
| 2018 | 7,110,794 | 9,288,025 | 0 | 9,288,025 | 7,110,794 | 1,213,285 | | 8,023,697 | 9,590,476 | |
| 2019 | 8,023,697 | 9,590,476 | 2,069 | 9,592,545 | 8,023,697 | (856,346) | | 8,318,638 | 8,439,189 | |
| 2020 | 8,318,638 | 8,439,189 | 0 | 8,439,189 | 8,318,638 | (2,999,814) | | 4,529,987 | 9,228,025 | |
| 2021 | 4,529,987 | 9,228,025 | 0 | 9,228,025 | 4,529,987 | 9,307,230 | | 7,623,942 | 15,441,301 | |

CITY OF SARATOGA SPRINGS

**ATTACHMENT B - PAGE 2 of 2
WATER FUND FUND BALANCE ROLL FORWARD
DECEMBER 31, 2017-2021**

| YEAR | BEGINNING REST/ASSG | BEGINNING UNREST/UNASSG | SURPLUS (DEFICIENCY) | ENDING REST/ASSG | ENDING UNREST/UNASSG |
|-------------|--------------------------------|------------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 2017 | 2,906,406 | - | (4,482) | 2,901,924 | - |
| 2018 | 2,901,924 | - | 230,752 | 3,132,676 | - |
| 2019 | 3,132,676 | - | (251,642) | 2,881,034 | - |
| 2020 | 2,881,034 | - | 302,903 | 3,183,937 | - |
| 2021 | 3,183,937 | - | (710,439) | 2,473,498 | - |

**SEWER FUND FUND BALANCE ROLL FORWARD
DECEMBER 31, 2017-2021**

| YEAR | BEGINNING REST/ASSG | BEGINNING UNREST/UNASSG | SURPLUS (DEFICIENCY) | ENDING REST/ASSG | ENDING UNREST/UNASSG |
|-------------|--------------------------------|------------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 2017 | 1,381,481 | - | 240,785 | 1,622,266 | - |
| 2018 | 1,622,266 | - | (88,644) | 1,533,622 | - |
| 2019 | 1,533,622 | - | (708,349) | 825,273 | - |
| 2020 | 1,275,273 | - | (657,803) | 617,470 | - |
| 2021 | 617,470 | - | (480,205) | 137,265 | - |

ATTACHMENT C Page 1 of 2
City of Saratoga Springs
Surplus and Fund Balance as of December 31, 2021

What is surplus?

Surplus is the excess of revenues over expenses, calculated for the current period.
However, if expenses are greater than revenues, it is called a deficiency.

DRAFT

| General Fund | Unaudited 2021 Amounts | 2020 Amounts | 2019 Amounts | 2018 Amounts |
|---|---------------------------------------|-------------------------|-------------------------|-------------------------|
| 12/31 Revenues | 54,584,451 | 41,314,035 | 46,261,133 | 46,509,274 |
| Less: 12/31 Expenditures | 45,277,221 | 44,313,849 | 47,117,479 | 45,295,989 |
| Operating Surplus/(Deficiency) | 9,307,230 | (2,999,814) | (856,346) | 1,213,285 |
| Beginning Fund Balance | 13,758,013 | 16,757,827 | 17,614,173 | 16,398,819 |
| Prior Period Adjustment - Increase Fund Balance | - | - | - | 2,069.00 |
| 12/31 Fund Balance | 23,065,243 | 13,758,013 | 16,757,827 | 17,614,173 |

What is Fund Balance and how is it broken down?

Fund balance is the amount available for future spending, adjusted annually for either the surplus or deficiency, and it can be either restricted or unrestricted. It is a cumulative figure from period to period. It is calculated by first allocating nonspendable items, restrictions, commitments or assignments. Whatever amount is remaining is the unrestricted unassigned fund balance. Unlike nonspendables, restrictions, commitments, or assignments, the City Council may be able to use a portion of the positive unrestricted unassigned fund balance at its own discretion subject to the requirements outlined in the Fund Balance Policy. An unrestricted unassigned fund balance that falls below 10% of the ensuing years adopted expenditure budget indicates a need for a plan to rebuild.

| | Unaudited 2021 Amounts | 2020 Amounts | 2019 Amounts | 2018 Amounts |
|---|---------------------------------------|-------------------------|-------------------------|-------------------------|
| Restrictions/Assignments | | | | |
| Non Spendable | 1,183,364 | 1,078,569 | 1,012,855 | 980,804 |
| Restricted - Retirement Reserve | 760,813 | 860,306 | 856,428 | 350,221 |
| Restricted - Insurance Reserve | 167,372 | 128,428 | 144,229 | 178,428 |
| Restricted - Capital Reserves | 782,608 | 791,751 | 1,474,685 | 1,575,189 |
| Restricted - Tax Stabilization Reserve | 514 | 513 | 511 | 505 |
| Other Restricted Fund Balance | 80,475 | 80,364 | 80,001 | 79,075 |
| Assigned Appropriated Fund Balance for Next Years Budget | 899,085 | 123,903 | 2,149,074 | 1,748,786 |
| Assigned Unappropriated Fund Balance - Encumbrances and Council Assignments | 3,749,711 | 1,466,154 | 2,600,854 | 3,110,689 |
| Total Restrictions/Assignments | 7,623,942 | 4,529,987 | 8,318,638 | 8,023,697 |
| Unassigned Fund Balance | 15,441,301 | 9,228,025 | 8,439,189 | 9,590,476 |
| 12/31 Fund Balance | 23,065,243 | 13,758,013 | 16,757,827 | 17,614,173 |
| <i>(Reserves plus Unrestricted/Unassigned Fund Balance)</i> | | | | |

ATTACHMENT C Page 2 of 2
City of Saratoga Springs
GENERAL FUND FUND BALANCE CALCULATION

DRAFT

| | | | |
|---------|----|------------|--|
| A | \$ | 15,441,301 | 12/31/21 UNRESTRICTED UNASSIGNED FUND BALANCE |
| B | \$ | 54,195,129 | 2022 ADOPTED BUDGET (ENSUING YEAR) |
| A/B | | 28.49% | % OF ADOPTED BUDGET |
| A/B | | 10% - 25% | ACCEPTABLE RANGE <i>(If below 10%, considered a shortfall or deficiency. If above 25% considered a surplus or excess. Within 10% to 15%, no action needed.)</i> |
| B*25%=C | \$ | 13,548,782 | 25% LIMIT AMOUNT |
| 10% | \$ | 5,419,513 | 10% LIMIT AMOUNT |

WATER FUND FUND BALANCE CALCULATION

DRAFT

| | | | |
|---------|----|-----------|--|
| A | \$ | - | 12/31/21 ASSIGNED UNAPPROPRIATED FUND BALANCE |
| B | \$ | 4,446,539 | 2022 ADOPTED BUDGET (ENSUING YEAR) |
| A/B | | 0.00% | % OF ADOPTED BUDGET |
| A/B | | 10% - 25% | ACCEPTABLE RANGE <i>(If below 10%, considered a shortfall or deficiency. If above 25% considered a surplus or excess. Within 10% to 25%, no action needed.)</i> |
| B*25%=C | \$ | 1,111,635 | 25% LIMIT AMOUNT |
| 10% | \$ | 444,654 | 10% LIMIT AMOUNT |

SEWER FUND FUND BALANCE CALCULATION

DRAFT

| | | | |
|---------|----|-----------|--|
| A | \$ | - | 12/31/21 ASSIGNED UNAPPROPRIATED FUND BALANCE |
| B | \$ | 5,108,828 | 2022 ADOPTED BUDGET (ENSUING YEAR) |
| A/B | | 0.00% | % OF ADOPTED BUDGET |
| A/B | | 10% - 25% | ACCEPTABLE RANGE <i>(If below 10%, considered a shortfall or deficiency. If above 25% considered a surplus or excess. Within 10% to 25%, no action needed.)</i> |
| B*25%=C | \$ | 1,277,207 | 25% LIMIT AMOUNT |
| 10% | \$ | 510,883 | 10% LIMIT AMOUNT |

ALL FIGURES ARE NOT AUDITED AND ARE SUBJECT TO CHANGE.

**CITY OF SARATOGA SPRINGS
BUDGET EXPENSE COMPARISON
DECEMBER 31, 2021**

ATTACHMENT D

| Department | 2021 Adopted Budget | 2021 Revised Budget | 2021 Actual | 2020 Adopted Budget | 2020 Revised Budget | 2020 Actual | 2019 Adopted Budget | 2019 Revised Budget | 2019 Actual | 2018 Adopted Budget | 2018 Revised Budget | 2018 Actual |
|--------------|------------------------|------------------------|----------------------|------------------------|------------------------|----------------------|------------------------|------------------------|---------------------|------------------------|------------------------|---------------------|
| Mayor | \$ 2,572,764 | \$ 2,965,236 | \$ 2,638,466 | \$ 2,916,455 | \$ 2,988,534 | \$ 2,718,950 | \$ 2,749,765.00 | \$ 3,159,139 | \$ 2,776,815 | \$ 2,598,189 | \$ 3,156,602 | \$ 2,864,200 |
| Finance | 3,356,939 | 3,642,252 | 3,257,003 | 3,331,152 | 3,342,253 | 3,153,432 | 3,067,815 | 4,093,591 | 3,763,661 | 3,141,186 | 3,223,198 | 2,699,728 |
| DPW | 10,188,769 | 12,946,571 | 10,245,330 | 11,263,844 | 11,402,095 | 9,913,584 | 10,774,164 | 12,021,514 | 11,358,324 | 10,456,105 | 11,883,618 | 10,945,061 |
| DPS | 26,807,680 | 28,075,414 | 25,913,698 | 27,451,981 | 26,799,409 | 25,510,136 | 26,876,780 | 27,384,947 | 25,574,595 | 26,458,424 | 26,901,753 | 25,209,045 |
| Accounts | 1,266,955 | 1,734,298 | 1,349,084 | 1,262,676 | 1,493,400 | 1,307,811 | 1,252,961 | 1,734,255 | 1,482,163 | 1,135,893 | 2,647,010 | 1,514,414 |
| Recreation | 2,032,730 | 2,308,342 | 1,873,639 | 2,489,810 | 2,121,682 | 1,709,936 | 2,379,339 | 2,456,024 | 2,161,920 | 2,346,824 | 2,251,015 | 2,063,540 |
| Total | \$ 46,225,836 | \$ 51,672,113 | \$ 45,277,221 | \$ 48,715,918 | \$ 48,147,373 | \$ 44,313,849 | \$ 47,100,824 | \$ 50,849,470 | \$47,117,479 | \$ 46,136,621 | \$ 50,063,196 | \$45,295,988 |
| | | <u>11.78%</u> | | | <u>-1.17%</u> | | | <u>7.96%</u> | | | <u>8.51%</u> | |

Increase in Revised Budget due to Encumbrances carried forward from prior years and Amendments.

**City of Saratoga Springs
Departmental Expense Report
December 31, 2021
COMPARED TO PREVIOUS YEARS**

ATTACHMENT E

| Department | 2021 Revised Budget | 2021 Actual | 2020 Revised Budget | 2020 Actual | 2019 Revised Budget | 2019 Actual | 2018 Revised Budget | 2018 Actual | 2017 Revised Budget | 2017 Actual |
|-------------------|--------------------------------|-----------------------------|--------------------------------|-----------------------------|--------------------------------|-----------------------------|--------------------------------|-----------------------------|--------------------------------|-----------------------------|
| Mayor | \$ 2,965,236 | \$ 2,638,466 | \$ 2,988,534 | \$ 2,718,950 | \$ 3,159,139 | \$ 2,776,815 | \$ 3,156,602 | \$ 2,864,200 | \$ 2,715,238 | \$ 2,527,683 |
| Finance | 3,642,252 | 3,257,003 | 3,342,253 | 3,153,432 | 4,093,591 | 3,763,661 | 3,223,198 | 2,699,728 | 3,067,857 | 2,594,580 |
| DPW | 12,946,571 | 10,245,330 | 11,402,095 | 9,913,584 | 12,021,514 | 11,358,324 | 11,883,618 | 10,945,061 | 11,880,121 | 10,706,794 |
| DPS | 28,075,414 | 25,913,698 | 26,799,409 | 25,510,136 | 27,384,947 | 25,574,595 | 26,901,753 | 25,209,045 | 26,080,664 | 24,240,694 |
| Accounts | 1,734,298 | 1,349,084 | 1,493,400 | 1,307,811 | 1,734,255 | 1,482,163 | 2,647,010 | 1,514,414 | 1,297,452 | 1,145,231 |
| Recreation | 2,308,342 | 1,873,639 | 2,121,682 | 1,709,936 | 2,456,024 | 2,161,920 | 2,251,015 | 2,063,540 | 2,441,730 | 2,224,310 |
| Totals | <u>\$ 51,672,113</u> | <u>\$ 45,277,221</u> | <u>\$ 48,147,373</u> | <u>\$ 44,313,849</u> | <u>\$ 50,849,470</u> | <u>\$ 47,117,479</u> | <u>\$ 50,063,196</u> | <u>\$ 45,295,988</u> | <u>\$ 47,483,062</u> | <u>\$ 43,439,293</u> |

**CITY OF SARATOGA SPRINGS
ACTUAL DEPARTMENTAL EXPENDITURES
AS OF DECEMBER 31
2017-2021**

ATTACHMENT F

| Department | 2021 Actual | 2020 Actual | 2019 Actual | 2018 Actual | 2017 Actual |
|---------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Mayor | \$ 2,638,466 | \$ 2,718,950 | \$ 2,776,815 | \$ 2,864,200 | \$ 2,527,683 |
| Finance | 3,257,003 | 3,153,432 | 3,763,661 | 2,699,728 | 2,594,580 |
| DPW | 10,245,330 | 9,913,584 | 11,358,324 | 10,945,061 | 10,706,794 |
| DPS | 25,913,698 | 25,510,136 | 25,574,595 | 25,209,045 | 24,240,694 |
| Accounts | 1,349,084 | 1,307,811 | 1,482,163 | 1,514,414 | 1,145,231 |
| Recreation | <u>1,873,639</u> | <u>1,709,936</u> | <u>2,161,920</u> | <u>2,063,540</u> | <u>2,224,310</u> |
| TOTALS | <u>\$ 45,277,221</u> | <u>\$ 44,313,849</u> | <u>\$ 47,117,479</u> | <u>\$ 45,295,988</u> | <u>\$ 43,439,293</u> |
| <i>% Change From Prior Year</i> | <i>2.17%</i> | <i>-5.95%</i> | <i>4.02%</i> | <i>4.27%</i> | <i>-0.71%</i> |

RESOLUTION FOR NON-UNION FULL TIME EMPLOYEES

Amended ~~January 18~~ May 3, 2022

It is the intent of this resolution to establish changes in compensation and fringe benefits for the following non-union full time employees of the City of Saratoga Springs. Employees and personnel subject to this resolution shall be each hereinafter referred to as "EMPLOYEE", and include:

| | |
|---|---|
| Executive Assistant | Deputy Commissioner of Public Works |
| Executive Assistant to the Mayor | Deputy Commissioner of Accounts |
| Executive Assistant to the Commissioner of Finance | |
| Deputy Commissioner of Finance | |
| Executive Assistant to the Commissioner of | Deputy Commissioner of Public Safety |
| Commissioner of Finance | Deputy |
| | Public Works |
| Commissioner of Public Safety | Deputy Mayor |
| Executive Assistant to the Commissioner of | Deputy Mayor |
| | Public Safety |
| | Human Resources Specialist |
| Human Resources Administrator | Civil Service Coordinator |
| Director of Risk and Safety | City Attorney |
| Communications Manager | Budget Director |

This resolution shall supersede all prior resolutions affecting compensation and benefits for said EMPLOYEES. This resolution shall only be effective for stated EMPLOYEES in service as of the date of the resolution adoption and those in service subsequent to the date of adoption, and specifically shall not apply to EMPLOYEES who have retired, or left office, prior to date of adoption.

Nothing in this resolution shall be construed to create an employment agreement nor alter the "at-will" status of the Executive Assistant to the Mayor, the Executive Assistant to the Commissioner of Public Works, the Executive Assistant to the Commissioner of Public Safety, Deputy Commissioner of Public Works, Deputy Commissioner of Accounts, Deputy Commissioner of Finance, Deputy Commissioner of Public Safety, Deputy Mayor, and the Human Resources Administrator.

NOW THEREFORE BE IT RESOLVED as follows:

A. The terms of this resolution shall take place on January 1, 2007, and shall include such further terms as added by Resolutions dated July 19, 2011, January 15, 2013, August 6, 2013, December 17, 2013, August 5, 2014, September 16, 2014, November 18, 2014, January 19, 2016, June 21, 2016, August 2, 2016, November 15, 2016, February 21, 2017, March 20, 2018, May 1, 2018, June 4, 2019, December 17, 2019, March 17, 2020, and August 3, 2021.

B. Effective January 1, 2018, the title of Secretary for the Civil Service Commission shall be changed to Civil Service Coordinator and shall have a total annual base salary of Fifty Thousand Dollars (\$50,000.00). The total compensation for the Civil Service Coordinator will remain at Fifty Thousand Dollars (\$50,000.00) for 2018 and resume any increases in 2019 according to the current CSEA City Hall Bargaining Unit contract. Effective January 1, 2020 the title of Civil Service Coordinator shall have a total annual base salary of Fifty-Eight Thousand Dollars (\$58,000.00) and resume any increases in 2021 according to the current CSEA City Hall Bargaining Unit contract.

C. Effective January 1, 2022 the Civil Service Coordinator shall have a total annual salary of Sixty-

five thousand dollars (\$65,000.00). It will resume increases going forward in accordance with the CSEA City Hall Bargaining Union contract.

D. Effective March 25, 2019, the Human Resources Administrator's annual base salary shall be One Hundred Ten Thousand dollars (\$110,000.00). Effective January 1, 2020, the Human Resources Administrator's annual base salary shall be One Hundred Fifteen Thousand dollars (\$115,000.00).

E. The salary of the Executive Assistant, Executive Assistant to the Commissioner of Public Works ~~and the Executive Assistant to the Commissioner of Public Safety, and the Executive Assistant to the Commissioner of Finance~~ shall each be the same as the Executive Assistant to the Mayor. Effective December 1, 2016 the total annual base salary of each aforementioned Executive Assistant shall be Forty Seven Thousand Five Hundred Four Dollars (\$47,504.00).

F. The annual base salary of each Deputy, regardless of department or years of service, shall be the same. Total salaries for each Deputy may vary based on longevity payments made in addition to annual base salary, pursuant to Section L(13).

~~G. The addition of the City Attorney to this Resolution shall supersede all prior resolutions, contracts, and Council actions affecting terms, compensation, and benefits for the City Attorney including the November 15, 2016 Resolution previously approved by City Council. The annual base salary for the City Attorney shall be One Hundred Thirty Five Thousand Dollars (\$135,000.00) to take effect on April 9, 2018.~~

~~H.G.~~ Effective June 4, 2019, the Communications Manager annual base salary shall be Sixty Eight Thousand dollars (\$68,000.00).

~~H.H.~~ Effective June 4, 2019, the Human Resources Specialist annual base salary shall be Forty Eight Thousand dollars (\$48,000.00).

~~H.I.~~ Effective March 17, 2020, the Budget Director's annual base salary shall be Seventy-Seven Thousand, Eight Hundred Sixty and 00/100 (\$77,860.00).

~~K.J.~~ Effective January 1, 2018, the EMPLOYEES standard workweek shall be 40 hours per week.

~~L.K.~~ The EMPLOYEES shall not be entitled to overtime compensation, except as may be required by federal law.

~~M.L.~~ The EMPLOYEES shall enjoy and be entitled to the following benefits:

1. **Vacation:** An EMPLOYEE shall earn annual vacation as follows: ten (10) working days during their first year of service, and during each of the next four (4) years of service; fifteen (15) working days upon completion of five (5) years of service; twenty (20) working days upon completion of ten (10) years of service; twenty five (25) working days upon completion of fifteen (15) years of service and thirty (30) working days upon completion of twenty (20) years of service. For each EMPLOYEE hired after January 1, 2006, a proration of the ten (10) days will be granted during the first year of service.

Vacations for the EMPLOYEE shall be scheduled and approved by their respective Council member.

Vacation must be taken by December 31st of the year vacation was earned, or else the time shall

be forfeited. If the EMPLOYEE retires, resigns, or is not reappointed, the EMPLOYEE shall be entitled to payment for only those vacation days earned and unused for the period between the EMPLOYEE's last anniversary date and the date of retirement, resignation or other termination.

If a recognized City Hall holiday falls within the vacation period, the vacation period shall be extended by the holiday falling within such periods.

If an EMPLOYEE should die during his or her employment, all vacation time earned and unused for the period between the EMPLOYEE's last anniversary date and the date of death, shall be paid in cash or as EMPLOYEE's death benefit to his/her designated beneficiary or estate.

2. **Sick Leave:** The EMPLOYEE shall be entitled to sick leave with pay for a maximum of twelve (12) working days per year. The EMPLOYEE may accumulate sick leave, but may not use more than one hundred fifty (150) days in any given twelve (12) month period. EMPLOYEE shall use sick leave in no less than one (1) hour increments. Each EMPLOYEE hired after January 1st shall be granted a proration of the twelve (12) days allotted during the first year of service.

If an EMPLOYEE is absent because of illness or disability for more than three (3) consecutive days, they may be required by their Commissioner/Mayor to provide a physician's statement of sickness or disability.

Prior to any cash payments for unused sick leave, an EMPLOYEE who terminates his/her service prior to December 31st shall be granted a proration of the twelve (12) days allotted.

Their Commissioner on an annual basis must maintain an EMPLOYEE's records of sick time with a copy submitted to the Commissioner of Finance for each EMPLOYEE's payroll folder.

Cash payments will be made for accumulated unused sick leave remaining in the EMPLOYEE's individual account at termination of employment or upon death of EMPLOYEE while in the employ of the City upon the following basis: Twenty-five percent (25%) of accumulated sick leave up to a maximum of two hundred (200) days (cash payment of fifty (50) days). Cash payments upon death of EMPLOYEE while in the employ of the City shall be paid to the EMPLOYEE's beneficiary or estate.

3. **Personal Days:** The EMPLOYEE who works forty (40) hours per week shall be granted six (6) personal days per year. Each personal day ~~make may~~ be taken at either a full day, one half (1/2) day, or at a minimum of two (2) hour increments at a time. Such leave shall be requested in writing at least twenty-four (24) hours in advance of the requested time.

The six (6) personal days shall be granted for the year on January 1st. Each EMPLOYEE hired after January 1st shall be granted a proration of the six (6) days allotted, however, if the EMPLOYEE does not complete the entire year, the pro-rated equivalent rate of pay shall be subtracted from any monies due to the EMPLOYEE. Personal days not used in any calendar year shall be credited to accumulated sick leave.

4. **Holidays:** The EMPLOYEE shall be entitled to twelve (12) paid Holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and Election Day at the November General Election. An additional paid holiday shall be added,

effective calendar year 2022: Juneteenth.

5. **Bereavement:** The EMPLOYEE shall be entitled to three (3) consecutive workdays off per death in their immediate family. Immediate family shall be defined as mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse, grandparent(s), grandchild, step parent, step child, aunt, uncle or other persons living in the household of the EMPLOYEE.
6. **Retirement:** The EMPLOYEE shall be covered by the New York State EMPLOYEE's Retirement System known as 75i of the New York State Retirement Law.
7. **Health:** For EMPLOYEES hired prior to January 1, 2007, the EMPLOYEE shall be entitled to participate in the MVP25 health insurance plans offered by the City to the various bargaining units, at no cost to the EMPLOYEE. The City shall provide the plans to the EMPLOYEE, their dependents, and retired EMPLOYEES and their dependents at the City's own expense. For EMPLOYEES hired after January 1, 2007, the EMPLOYEE shall be entitled to participate in the MVP25 health insurance plans offered by the City to the various bargaining units, at a cost to the EMPLOYEE, of ten percent (10%) of the total cost of his or her health insurance plan not to exceed Seven Hundred Fifty Dollars (\$750.00) per year. The City shall provide the plans to the EMPLOYEE, their dependents, and retired EMPLOYEES and their dependents.

For all Medicare eligible retirees residing within the geographic network served by MVP, the City shall offer the MVP Medicare Advantage Preferred Gold as the sole plan. For all Medicare eligible retirees residing outside the geographic network served by MVP, the City shall offer the MVP Preferred PPO Plan as the sole plan. For all retirees not eligible for Medicare residing within the geographic network served by MVP, the City will offer the MVP Co-Plan 25 HMO as the sole plan. For all retirees not eligible for Medicare residing outside the geographic network served by MVP, the City will offer the MVP Preferred PPO Plan as the sole plan. The City shall provide these plans to the retired EMPLOYEES and their dependents.

In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ("PPACA"), the Health Care and Education Reconciliation Act of 2010 ("HCERA") and/or any other legislation, rule or regulation:

- a) impact in any way the health insurance plans, costs or benefits provided for in this Resolution (including but not limited to contractual benefits such as health insurance buy-outs or stipends); or
- b) raise a question as to whether the health insurance benefits provided for herein meet certain standards contained in such legislation, rules and/or regulations (including, but not limited to, compliance with legislation, rules, regulations, or any legislation, rules, or regulations which may cause the City to be charged any penalty, or those that govern whether plan benefits meet the "minimum essential benefits" standard or a similar standard, whether the City premium contribution levels are adequate and/or meet legal requirements, or whether the individual household affordability standard is satisfied); or
- c) permit an individual or group of individuals to receive benefits, subsidies, or credits through a health insurance exchange program (or any other government subsidy or benefit provided pursuant to the PPACA, HCERA, or any state or

federal regulations or rules implementing health insurance reform laws).

The City may immediately implement changes as necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes. Such changes may include, among others, modifications for individual EMPLOYEES, including modification to individual or group coverage, benefits, contributions or wages, to the extent necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, taxes, or cessation of payments toward the cost of benefit(s) if such benefit(s) are not compliant with the PPACA/HCERA or if such compliance would cause the City penalty or cost associated with avoidance of penalty.

The City shall provide such medical coverage for the widow or widower of the EMPLOYEE or retired EMPLOYEE in this resolution until the widow or widower's death or remarriage whichever occurs sooner. Children shall be covered until age nineteen (19) or as stipulated in the appropriate health care contract or otherwise as may be required by law.

"Retirees" shall be defined as full time EMPLOYEES who have served the City of Saratoga Springs for at least twenty (20) consecutive years and retire from the New York State Employee's Retirement System Section 75i of the New York State Retirement Law and were serving as full time EMPLOYEES of the City of Saratoga Springs at the time of retirement.

An EMPLOYEE may elect not to participate in a plan of medical and health insurance benefits provided under this agreement and such EMPLOYEE shall be eligible to receive a payment of Twenty Two Hundred Dollars (\$2,200.00) for single coverage, Twenty Five Hundred Dollars (\$2,500.00) for two (2) person coverage or Three Thousand Dollars (\$3,000.00) for family coverage per calendar year. No EMPLOYEE shall be eligible to receive such payment unless the EMPLOYEE shall have provided proof to the Finance Office that such EMPLOYEE and such EMPLOYEES eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that such EMPLOYEE elected not to be covered by a plan provided by the Employer. Payments shall be made on December 15th of each year. The parties understand that participation in a plan of medical and health insurance benefits is mandatory. An election not to be covered shall be made on or about December 15th of each year to the Principal Account Clerk in the Finance Office in charge of City provided benefits pursuant to the regulations of the plan in effect together with evidence of coverage of such EMPLOYEE and such EMPLOYEE's eligible dependents under a comparable plan of medical and health insurance benefits. Such EMPLOYEE must promptly notify the Employer of termination of alternative medical and health insurance benefit coverage. In the event that an EMPLOYEE reenrolls in a health insurance program, the EMPLOYEE shall be permitted to a prorated portion of the Twenty Two Hundred Dollars (\$2,200.00) for single coverage, Twenty Five Hundred Dollars (\$2,500.00) for two (2) person coverage, or Three Thousand Dollars (\$3,000.00) for family coverage, payment but shall not be permitted to again opt-out of the insurance program during the calendar year.

8. **Vision:** The City agrees to pay one hundred percent (100%) of the cost of the EMPLOYEE Benefit fund Vision Plan Platinum 12 for all EMPLOYEES and their dependents.
9. **Disability:** New York State Disability Insurance shall be offered to the EMPLOYEE.
10. **Life:** The City shall provide group term life insurance for the EMPLOYEE in the amount of Five Thousand Dollars (\$5,000.00) while they are employed by the City of Saratoga Springs.

11. **Dental:** The City agrees to provide dental plan(s), within ninety (90) days of the passage of this Resolution, which EMPLOYEES may participate in, at the sole expense of the EMPLOYEE.
12. All increases in compensation and benefits paid to EMPLOYEES under this resolution shall be drawn from the budget of the EMPLOYEES department, except that if said departmental budget does not contain funds sufficient to pay the EMPLOYEE, the Head of that Department may draw any remaining compensation or payment due to the EMPLOYEE from the City's contingency budget.
13. Each EMPLOYEE shall receive longevity payments as follows:

| | |
|---|---|
| After five (5) years of service | Two Hundred Fifty Dollars (\$250.00); |
| After ten (10) years of service | Five Hundred Dollars (\$500.00); |
| After fifteen (15) years of service | Fifteen Hundred and Fifty Dollars (\$1,550.00); |
| After nineteen (19) years of service | Eighteen Hundred Dollars (\$1,800.00); |
| Each five (5) years thereafter additional | Two Hundred Fifty Dollars (\$250.00). |

All longevity payments shall be paid upon completion of the specified amounts of consecutive eligible service regardless of the title (s) held during that time.

N.M. Effective January 1, 2018, and for every year thereafter effective on the first of the year, all EMPLOYEES covered by this resolution and who have been employed with the City for the past six (6) consecutive months without interruption will receive the same increase awarded under the CSEA City Hall bargaining unit contract for that year. In the event that the last CSEA City Hall bargaining unit contract has expired, and no subsequent contract has yet been ratified, all EMPLOYEES covered by this resolution will receive those increases awarded the CSEA City Hall bargaining unit upon ratification of a new CSEA-City Hall contract and will receive the associated retroactive pay.

O.N. This Resolution shall be reviewed by the City Council annually on the Commissioner of Finance's agenda, but no later than the first meeting in August of each year.

As approved by City Council _____

RESOLUTION FOR NON-UNION FULL TIME EMPLOYEES

Amended May 3, 2022

It is the intent of this resolution to establish changes in compensation and fringe benefits for the following non-union full time employees of the City of Saratoga Springs. Employees and personnel subject to this resolution shall be each hereinafter referred to as "EMPLOYEE", and include:

| | |
|--|--------------------------------------|
| Executive Assistant | Deputy Commissioner of Public Works |
| Executive Assistant to the Mayor | Deputy Commissioner of Accounts |
| Executive Assistant to the Commissioner of Finance | Deputy Commissioner of Finance |
| Executive Assistant to the Commissioner of Public Works | Deputy Commissioner of Public Safety |
| Executive Assistant to the Commissioner of Public Safety | Deputy Mayor |
| Human Resources Administrator | Deputy Mayor |
| Director of Risk and Safety | Human Resources Specialist |
| | Civil Service Coordinator |
| | Communications Manager |
| | Budget Director |

This resolution shall supersede all prior resolutions affecting compensation and benefits for said EMPLOYEES. This resolution shall only be effective for stated EMPLOYEES in service as of the date of the resolution adoption and those in service subsequent to the date of adoption, and specifically shall not apply to EMPLOYEES who have retired, or left office, prior to date of adoption.

Nothing in this resolution shall be construed to create an employment agreement nor alter the "at-will" status of the Executive Assistant to the Mayor, the Executive Assistant to the Commissioner of Public Works, the Executive Assistant to the Commissioner of Public Safety, Deputy Commissioner of Public Works, Deputy Commissioner of Accounts, Deputy Commissioner of Finance, Deputy Commissioner of Public Safety, Deputy Mayor, and the Human Resources Administrator.

NOW THEREFORE BE IT RESOLVED as follows:

A. The terms of this resolution shall take place on January 1, 2007, and shall include such further terms as added by Resolutions dated July 19, 2011, January 15, 2013, August 6, 2013, December 17, 2013, August 5, 2014, September 16, 2014, November 18, 2014, January 19, 2016, June 21, 2016, August 2, 2016, November 15, 2016, February 21, 2017, March 20, 2018, May 1, 2018, June 4, 2019, December 17, 2019, March 17, 2020, and August 3, 2021.

B. Effective January 1, 2018, the title of Secretary for the Civil Service Commission shall be changed to Civil Service Coordinator and shall have a total annual base salary of Fifty Thousand Dollars (\$50,000.00). The total compensation for the Civil Service Coordinator will remain at Fifty Thousand Dollars (\$50,000.00) for 2018 and resume any increases in 2019 according to the current CSEA City Hall Bargaining Unit contract. Effective January 1, 2020 the title of Civil Service Coordinator shall have a total annual base salary of Fifty-Eight Thousand Dollars (\$58,000.00) and resume any increases in 2021 according to the current CSEA City Hall Bargaining Unit contract.

C. Effective January 1, 2022 the Civil Service Coordinator shall have a total annual salary of Sixty-five thousand dollars (\$65,000.00). It will resume increases going forward in accordance with the CSEA City Hall Bargaining Union contract.

D. Effective March 25, 2019, the Human Resources Administrator's annual base salary shall be One Hundred Ten Thousand dollars (\$110,000.00). Effective January 1, 2020, the Human Resources

Page 1 of 6

Administrator's annual base salary shall be One Hundred Fifteen Thousand dollars (\$115,000.00).

E. The salary of the Executive Assistant, Executive Assistant to the Commissioner of Public Works the Executive Assistant to the Commissioner of Public Safety, and the Executive Assistant to the Commissioner of Finance shall each be the same as the Executive Assistant to the Mayor. Effective December 1, 2016 the total annual base salary of each aforementioned Executive Assistant shall be Forty Seven Thousand Five Hundred Four Dollars (\$47,504.00).

F. The annual base salary of each Deputy, regardless of department or years of service, shall be the same. Total salaries for each Deputy may vary based on longevity payments made in addition to annual base salary, pursuant to Section L(13).

G. Effective June 4, 2019, the Communications Manager annual base salary shall be Sixty Eight Thousand dollars (\$68,000.00).

H. Effective June 4, 2019, the Human Resources Specialist annual base salary shall be Forty Eight Thousand dollars (\$48,000.00).

I. Effective March 17, 2020, the Budget Director's annual base salary shall be Seventy-Seven Thousand, Eight Hundred Sixty and 00/100 (\$77,860.00).

J. Effective January 1, 2018, the EMPLOYEES standard workweek shall be 40 hours per week.

K. The EMPLOYEES shall not be entitled to overtime compensation, except as may be required by federal law.

L. The EMPLOYEES shall enjoy and be entitled to the following benefits:

1. **Vacation:** An EMPLOYEE shall earn annual vacation as follows: ten (10) working days during their first year of service, and during each of the next four (4) years of service; fifteen (15) working days upon completion of five (5) years of service; twenty (20) working days upon completion of ten (10) years of service; twenty five (25) working days upon completion of fifteen (15) years of service and thirty (30) working days upon completion of twenty (20) years of service. For each EMPLOYEE hired after January 1, 2006, a proration of the ten (10) days will be granted during the first year of service.

Vacations for the EMPLOYEE shall be scheduled and approved by their respective Council member.

Vacation must be taken by December 31st of the year vacation was earned, or else the time shall be forfeited. If the EMPLOYEE retires, resigns, or is not reappointed, the EMPLOYEE shall be entitled to payment for only those vacation days earned and unused for the period between the EMPLOYEE's last anniversary date and the date of retirement, resignation or other termination.

If a recognized City Hall holiday falls within the vacation period, the vacation period shall be extended by the holiday falling within such periods.

If an EMPLOYEE should die during his or her employment, all vacation time earned and unused for the period between the EMPLOYEE's last anniversary date and the date of death, shall be paid in cash or as EMPLOYEE's death benefit to his/her designated beneficiary or

estate.

2. **Sick Leave:** The EMPLOYEE shall be entitled to sick leave with pay for a maximum of twelve (12) working days per year. The EMPLOYEE may accumulate sick leave, but may not use more than one hundred fifty (150) days in any given twelve (12) month period. EMPLOYEE shall use sick leave in no less than one (1) hour increments. Each EMPLOYEE hired after January 1st shall be granted a proration of the twelve (12) days allotted during the first year of service.

If an EMPLOYEE is absent because of illness or disability for more than three (3) consecutive days, they may be required by their Commissioner/Mayor to provide a physician's statement of sickness or disability.

Prior to any cash payments for unused sick leave, an EMPLOYEE who terminates his/her service prior to December 31st shall be granted a proration of the twelve (12) days allotted.

Their Commissioner on an annual basis must maintain an EMPLOYEE's records of sick time with a copy submitted to the Commissioner of Finance for each EMPLOYEE's payroll folder.

Cash payments will be made for accumulated unused sick leave remaining in the EMPLOYEE's individual account at termination of employment or upon death of EMPLOYEE while in the employ of the City upon the following basis: Twenty-five percent (25%) of accumulated sick leave up to a maximum of two hundred (200) days (cash payment of fifty (50) days). Cash payments upon death of EMPLOYEE while in the employ of the City shall be paid to the EMPLOYEE's beneficiary or estate.

3. **Personal Days:** The EMPLOYEE who works forty (40) hours per week shall be granted six (6) personal days per year. Each personal day may be taken at either a full day, one half (1/2) day, or at a minimum of two (2) hour increments at a time. Such leave shall be requested in writing at least twenty-four (24) hours in advance of the requested time.

The six (6) personal days shall be granted for the year on January 1st. Each EMPLOYEE hired after January 1st shall be granted a proration of the six (6) days allotted, however, if the EMPLOYEE does not complete the entire year, the pro-rated equivalent rate of pay shall be subtracted from any monies due to the EMPLOYEE. Personal days not used in any calendar year shall be credited to accumulated sick leave.

4. **Holidays:** The EMPLOYEE shall be entitled to twelve (12) paid Holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and Election Day at the November General Election. An additional paid holiday shall be added, effective calendar year 2022: Juneteenth.
5. **Bereavement:** The EMPLOYEE shall be entitled to three (3) consecutive workdays off per death in their immediate family. Immediate family shall be defined as mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse, grandparent(s), grandchild, step parent, step child, aunt, uncle or other persons living in the household of the EMPLOYEE.
6. **Retirement:** The EMPLOYEE shall be covered by the New York State EMPLOYEE's Retirement System known as 75i of the New York State Retirement Law.

7. **Health:** For EMPLOYEES hired prior to January 1, 2007, the EMPLOYEE shall be entitled to participate in the MVP25 health insurance plans offered by the City to the various bargaining units, at no cost to the EMPLOYEE. The City shall provide the plans to the EMPLOYEE, their dependents, and retired EMPLOYEES and their dependents at the City's own expense. For EMPLOYEES hired after January 1, 2007, the EMPLOYEE shall be entitled to participate in the MVP25 health insurance plans offered by the City to the various bargaining units, at a cost to the EMPLOYEE, of ten percent (10%) of the total cost of his or her health insurance plan not to exceed Seven Hundred Fifty Dollars (\$750.00) per year. The City shall provide the plans to the EMPLOYEE, their dependents, and retired EMPLOYEES and their dependents.

For all Medicare eligible retirees residing within the geographic network served by MVP, the City shall offer the MVP Medicare Advantage Preferred Gold as the sole plan. For all Medicare eligible retirees residing outside the geographic network served by MVP, the City shall offer the MVP Preferred PPO Plan as the sole plan. For all retirees not eligible for Medicare residing within the geographic network served by MVP, the City will offer the MVP Co-Plan 25 HMO as the sole plan. For all retirees not eligible for Medicare residing outside the geographic network served by MVP, the City will offer the MVP Preferred PPO Plan as the sole plan. The City shall provide these plans to the retired EMPLOYEES and their dependents.

In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ("PPACA"), the Health Care and Education Reconciliation Act of 2010 ("HCERA") and/or any other legislation, rule or regulation:

- a) impact in any way the health insurance plans, costs or benefits provided for in this Resolution (including but not limited to contractual benefits such as health insurance buy-outs or stipends); or
- b) raise a question as to whether the health insurance benefits provided for herein meet certain standards contained in such legislation, rules and/or regulations (including, but not limited to, compliance with legislation, rules, regulations, or any legislation, rules, or regulations which may cause the City to be charged any penalty, or those that govern whether plan benefits meet the "minimum essential benefits" standard or a similar standard, whether the City premium contribution levels are adequate and/or meet legal requirements, or whether the individual household affordability standard is satisfied); or
- c) permit an individual or group of individuals to receive benefits, subsidies, or credits through a health insurance exchange program (or any other government subsidy or benefit provided pursuant to the PPACA, HCERA, or any state or federal regulations or rules implementing health insurance reform laws).

The City may immediately implement changes as necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes. Such changes may include, among others, modifications for individual EMPLOYEES, including modification to individual or group coverage, benefits, contributions or wages, to the extent necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, taxes, or cessation of payments toward the cost of benefit(s) if such benefit(s) are not compliant with the PPACA/HCERA or if such compliance would cause the City penalty or cost associated with avoidance of penalty.

The City shall provide such medical coverage for the widow or widower of the EMPLOYEE or retired EMPLOYEE in this resolution until the widow or widower's death or remarriage whichever occurs sooner. Children shall be covered until age nineteen (19) or as stipulated in the appropriate health care contract or otherwise as may be required by law.

"Retirees" shall be defined as full time EMPLOYEES who have served the City of Saratoga Springs for at least twenty (20) consecutive years and retire from the New York State Employee's Retirement System Section 75i of the New York State Retirement Law and were serving as full time EMPLOYEES of the City of Saratoga Springs at the time of retirement.

An EMPLOYEE may elect not to participate in a plan of medical and health insurance benefits provided under this agreement and such EMPLOYEE shall be eligible to receive a payment of Twenty Two Hundred Dollars (\$2,200.00) for single coverage, Twenty Five Hundred Dollars (\$2,500.00) for two (2) person coverage or Three Thousand Dollars (\$3,000.00) for family coverage per calendar year. No EMPLOYEE shall be eligible to receive such payment unless the EMPLOYEE shall have provided proof to the Finance Office that such EMPLOYEE and such EMPLOYEES eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that such EMPLOYEE elected not to be covered by a plan provided by the Employer. Payments shall be made on December 15th of each year. The parties understand that participation in a plan of medical and health insurance benefits is mandatory. An election not to be covered shall be made on or about December 15th of each year to the Principal Account Clerk in the Finance Office in charge of City provided benefits pursuant to the regulations of the plan in effect together with evidence of coverage of such EMPLOYEE and such EMPLOYEE's eligible dependents under a comparable plan of medical and health insurance benefits. Such EMPLOYEE must promptly notify the Employer of termination of alternative medical and health insurance benefit coverage. In the event that an EMPLOYEE reenrolls in a health insurance program, the EMPLOYEE shall be permitted to a prorated portion of the Twenty Two Hundred Dollars (\$2,200.00) for single coverage, Twenty Five Hundred Dollars (\$2,500.00) for two (2) person coverage, or Three Thousand Dollars (\$3,000.00) for family coverage, payment but shall not be permitted to again opt-out of the insurance program during the calendar year.

8. **Vision:** The City agrees to pay one hundred percent (100%) of the cost of the EMPLOYEE Benefit fund Vision Plan Platinum 12 for all EMPLOYEES and their dependents.
9. **Disability:** New York State Disability Insurance shall be offered to the EMPLOYEE.
10. **Life:** The City shall provide group term life insurance for the EMPLOYEE in the amount of Five Thousand Dollars (\$5,000.00) while they are employed by the City of Saratoga Springs.
11. **Dental:** The City agrees to provide dental plan(s), within ninety (90) days of the passage of this Resolution, which EMPLOYEES may participate in, at the sole expense of the EMPLOYEE.
12. All increases in compensation and benefits paid to EMPLOYEES under this resolution shall be drawn from the budget of the EMPLOYEES department, except that if said departmental budget does not contain funds sufficient to pay the EMPLOYEE, the Head of that Department may draw any remaining compensation or payment due to the EMPLOYEE from the City's contingency budget.

13. Each EMPLOYEE shall receive longevity payments as follows:

| | |
|---|---|
| After five (5) years of service | Two Hundred Fifty Dollars (\$250.00); |
| After ten (10) years of service | Five Hundred Dollars (\$500.00); |
| After fifteen (15) years of service | Fifteen Hundred and Fifty Dollars (\$1,550.00); |
| After nineteen (19) years of service | Eighteen Hundred Dollars (\$1,800.00); |
| Each five (5) years thereafter additional | Two Hundred Fifty Dollars (\$250.00). |

All longevity payments shall be paid upon completion of the specified amounts of consecutive eligible service regardless of the title (s) held during that time.

M. Effective January 1, 2018, and for every year thereafter effective on the first of the year, all EMPLOYEEs covered by this resolution and who have been employed with the City for the past six (6) consecutive months without interruption will receive the same increase awarded under the CSEA City Hall bargaining unit contract for that year. In the event that the last CSEA City Hall bargaining unit contract has expired, and no subsequent contract has yet been ratified, all EMPLOYEEs covered by this resolution will receive those increases awarded the CSEA City Hall bargaining unit upon ratification of a new CSEA-City Hall contract and will receive the associated retroactive pay.

N. This Resolution shall be reviewed by the City Council annually on the Commissioner of Finance's agenda, but no later than the first meeting in August of each year.

As approved by City Council _____

City of Saratoga Springs
RECREATION DEPARTMENT FEES - 2022: PROGRAMS

Programs are listed with the \$25 early bird discount.

After the early bird discount expires the program will be an additional \$25 on the discounted rate.

| PROGRAMS | CITY RESIDENT | NON CITY RESIDENT |
|--|--------------------------|------------------------------|
| Youth Basketball League | \$95 | \$115 |
| Intro to Basketball | \$60 | \$80 |
| Tiny Basketball | \$55 | \$65 |
| Youth Soccer League | \$60 | \$80 |
| Youth Soccer Little and Big Kickers | \$45 | \$65 |
| Jr. Sluggers | \$55 | \$65 |
| Tiny Tee Ball | \$55 | \$65 |
| Fall Field Hockey League | \$55 | \$65 |
| Skating for Groms | \$55 | \$65 |
| Volleyball Fall and Winter Clinics | \$55 | \$65 |
| Youth Boxing- Fall, Winter, Spring | \$55 | \$65 |
| <i>(Co sponsored with Saratoga Youth Boxing)</i> | | |
| Summer Baseball Clinic | \$80 | \$90 |
| <i>(Co-sponsored by Rec Dept. and Saratoga Stampede. Fees split 50/50)</i> | | |
| Summer Youth Clinics | \$80 | \$90 |
| <i>(Boys/Girls Basketball, Volleyball, Field Hockey, Tennis, Boxing, Soccer, Skate Park, Softball, Others)</i> | | |
| Summer Running Program | \$0 | \$0 |
| Pickleball League | \$45 | \$65 |
| Pickleball One Day Workshop | \$45 | \$65 |
| Fitness Class (session fee is pro-rated based on number of classes) | | |
| 7 class session | \$105 | \$125 |
| Daily rate | \$18 | \$20 |
| 1 dayOCSF/SC YB workshop | \$0 | \$0 |
| <u>Other Fees</u> | | |
| Sponsors- Per Team | \$275 | \$275 |
| Sponsors- multiple teams per team fee | \$250 | \$250 |
| Late Payment Fees | \$25 | \$25 |
| Return Check Fee | \$25 | \$25 |
| Registration Refund Fees | \$10 | \$10 |
| Extra Tee Shirt Fee* | \$6 | \$6 |
| <i>(If shirt cost more than \$5, additional charge applies)</i> | | |
| Lost Rec Card | \$3 | \$3 |

City of Saratoga Springs
RECREATION DEPARTMENT FEES - 2022: PROGRAMS

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| Lost Rec Card | \$3 | \$3 |

Request for Certification of Sufficient Funds

Submittal Date: 4/18/22

The Department of Finance 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):
Reimbursement for M. Wangerin MindManager

Appropriation – Current Budget Expense

Org/Object/Proj(s): Amount Requested for Approval:

A3021694-54740 ✓

\$ 169.00 ✓

Current Amount Available:

\$ 47,365.32 ✓

Transfer/Amendment Pending:

\$ 0.00

Transfer/Amendment Date: 4/19/22



Heather Crocker
Department Head Signature

4/18/22
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.


Commissioner of Finance

4/20/22
Approval Date

CITY OF SARATOGA SPRINGS - VOUCHER
474 BROADWAY SARATOGA SPRINGS, NY 12866

DEPT/LOC 2000 DEPARTMENT Finance / IT

VENDOR # 9104 VENDOR NAME Michael Wangerin

REMIT ADDRESS 577 Acland Blvd, Ballston Spa, NY 12020

PO# FINAL PARTIAL

| INVOICE # and/or ACCOUNT # | ORG | OBJECT | PROJECT | \$ AMOUNT |
|---|----------|--------|---------|-----------|
| Reimbursement to M. Wangerin MindManager | A3021694 | 54740 | | \$ 169.00 |
| | | | | |
| | | | | |
| | | | | |
| RECEIVED BY: DW | | | | |
| | | | TOTAL | \$ 169.00 |

By uploading this voucher for payment into the designated electronic folder, I as an approved authorized signor for my department certify the articles or services were necessary and for sole use of the City; have been received in good condition or properly performed.

The Commissioner of Accounts audits and certifies this purchase is in conformity with appropriate standards and procedures by affixing his/her signature to the warrant report approved by City Council in accordance with the City Purchasing Policy.

The Commissioner of Finance certifies this claim is approved from the appropriation indicated above by affixing his/her signature on the check issued as payment for this claim in accordance with the City Purchasing Policy.

Michael Wangerin
Saratoga Springs, NY 12866
United States

Invoice

Reference number: 321640711
(required for all inquiries)

Invoice date: 2/22/2022

Invoice number: BKD-73639649885

Invoice information

| # | Product name | Delivery | Qty. | Price |
|-------------------|--|---------------------------------|------|-----------------|
| 1 | MindManager Professional Annual Plan For individuals & teams Duration: 12 month(s) | Electronic download, Web app | 1 | \$169.00 |
| Subtotal: | | | | \$169.00 |
| Sales tax: | | | | \$11.83 |
| Total: | | | | \$180.83 |

Unless stated otherwise, the delivery date is identical to the billing date.

Payment details

Your credit card (xxxxxxxxxxxx1005) has been successfully authorized. Please note that the charge on your credit card will appear as "**www.cleverbridge.net**."

Detail Continued

| | | | | Amount |
|----------|--|------------------|----|----------|
| 02/13/22 | CVS/PHARMACY 8007467287 PHARMACIES | BALLSTON SPA | NY | \$22.02 |
| 02/15/22 | BURGERFI 650000009394985 5184507652 | SARATOGA SPRI | NY | \$28.26 |
| 02/16/22 | STEWARTS 5185811201 | SARATOGA SPRINGS | NY | \$5.23 |
| 02/16/22 | BURGERFI 650000009394985 5184507652 | SARATOGA SPRI | NY | \$8.53 |
| 02/17/22 | HANNAFORD #8394 00000000928394 5188856384 | BALLSTON SPA | NY | \$33.42 |
| 02/18/22 | STEWART'S SHOPS 5185811201 | SARATOGA SPRINGS | NY | \$11.96 |
| 02/18/22 | DISNEY PLUS CABLE & PAY TV | BURBANK | CA | \$13.99 |
| 02/19/22 | FANTASTIC SAMS- BALLSTON 000000003 5183967522 | BALLSTON SPA | NY | \$19.95 |
| 02/19/22 | HANNAFORD #8394 00000000928394 5188856384 | BALLSTON SPA | NY | \$31.93 |
| 02/19/22 | CUMBERLAND FARMS 159/UNBRANDED GAS | BALLSTON SPA | NY | \$59.31 |
| 02/21/22 | PRICE CHOPPER #158 158 518-399-4011 | SARATOGA SPRI | NY | \$26.66 |
| 02/21/22 | CRACKER BARREL 8003339566 | CLIFTON PARK | NY | \$1.30 |
| 02/22/22 | CBI*MINDJET / COREL 321640711 12866 | 800-799-9570 | IL | \$180.83 |
| 02/22/22 | BURGERFI SARATOGA SPRIN 92670135095239 WLIA@LIACARS.COM | SARATOGA SPRI | NY | \$9.44 |
| 02/23/22 | BT*MEALEO *WHEATFIELDS SA 8778687814 | COHOES | NY | \$29.92 |
| 02/24/22 | PUTNAM MARKET/WINE 650000000607203 5185873663 | SARATOGA SPRI | NY | \$11.99 |
| 02/24/22 | STEWART'S SHOPS 5185811201 | SARATOGA SPRINGS | NY | \$5.98 |
| 02/26/22 | APPLEBEES 9507500305 49135500305 518-5832606 | SARATOGA SPGS | NY | \$52.70 |
| 02/28/22 | STEWART'S SHOPS 5185811201 | SARATOGA SPRINGS | NY | \$5.02 |
| 03/01/22 | SIRIUS XM RADIO INC. RADIO SERVICE | 888-635-5144 | NY | \$21.84 |
| 03/01/22 | MCDONALD'S 5185872339 | SARATOGA SPRINGS | NY | \$5.34 |
| 03/01/22 | BURGERFI 650000009394985 | SARATOGA SPRI | NY | \$13.10 |



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: _____
City Department: FINANCE Department Contact Person: Michael Wangerin City Ext. 2310
Company Name: Windstream Holdings II, LLC
Company Address: 4001 N. Parham Road, Little Rock AR 72212-2442
Company Telephone No.: 920.368.7386 Company Fax No.: 330.425.0640
Vendor and/or Service Provider Primary Contact: Tami Schallock Title: Inside Client Advocate
Primary Contact Email: Tami.Schallock@windstream.com
Service to be Provided: Digital City Telephone access, include inbound Police Department calls
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 Digital City Telephone access, include inbound Police Department calls, the Vendor and/or Service Provider submitted proposals dated April 26, 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 36 months from the last date that Services are installed as of the effective date until the work provided as described herein is satisfactorily completed, or by 36 months from the effective date. 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 forty-five days of the date on the invoice. 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 \$980.12/month, \$11,761.44/ annually, however noting that the City shall be liable for all usage charges, applicable taxes, surcharges, and other fees regardless of such amount exceeding the amounts stated herein, 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 Finance (c/o Michael Wangerin IT Director) 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 TBD. 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 Finance, 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: ATTN: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270
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**: 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 Liability Insurance**: Five Million Dollars per occurrence aggregate;
- **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, 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: _____ **Date:** _____

Print Name: _____ **Title:** _____

City of Saratoga Springs' Signature: _____ **Date:** _____

Print Name: Ron Kim **Title:** Mayor **City Council Approval Date:** _____

AMENDMENT TO WINDSTREAM AGREEMENT

This AMENDMENT ("Amendment") effective as of the latter of the signature dates below, amends the Agreement, in addition to any and all related addenda or amendments (collectively, the "Agreement"), by and between CITY OF SARATOGA SPRINGS ("Customer") and the Windstream legal entity(ies) providing the Service to Customer, as identified on Customer's bill ("Windstream").

TERMS OF AMENDMENT

Windstream and Customer hereby agree to amend the Agreement by moving, adding or changing Services at an existing Service location or adding a new Service location, as identified in Quote# 2425349, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged. All amended Services are subject to the Term stated on the Quote.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto.

CITY OF SARATOGA SPRINGS (Customer)

SIGNATURE:

AUTHORIZED REP.

(PRINTED NAME):

TITLE:

DATE:

WINDSTREAM and its affiliates

(Windstream)

DocuSigned by:

SIGNATURE:

Jamie Aldrich

15330CB7D2374D6...

AUTHORIZED REP.

(PRINTED NAME): Jamie Aldrich

TITLE: Director, Inside Account Management

DATE: 4/26/2022

Account Summary

| | |
|--------------------------------------|--------------------------|
| Customer Name | CITY OF SARATOGA SPRINGS |
| Quote # | 2425349 |
| Windstream Enterprise Representative | Tami Schallock |
| Contract Term Length | 36 Months |
| Effective Date | April 26, 2022 |
| MMF | \$980.12 |

Summary of Charges (Total for All Locations)

| Product | Monthly Recurring Charges | One-Time Charges |
|-----------------------|---------------------------|------------------|
| Common Voice Features | \$30.00 | \$0.00 |
| Remote Call Forward | \$24.00 | \$0.00 |
| Dynamic IP | \$926.12 | \$0.00 |
| Total* | \$980.12 | \$0.00 |

The Monthly Recurring Charges represented above DO NOT include the taxes or charges that Windstream passes on to governmental entities AND the following Windstream fees and surcharges: Access Recovery Charge of up to \$3.00 per line or a maximum of 5 per trunk. Regulatory Assessment Surcharge of up to 8% applies to Interstate and International charges in the following states MN, NY and PA. An Administrative Service Fee of up to 12% applies to Interstate, Intrastate and Internet services monthly charges in all states except MN, NY and PA.

Service Agreement Summary

This Service Agreement is subject to and controlled by the Windstream Service Terms and Conditions and the service-specific terms and conditions located at <http://www.windstreamenterprise.com/service-terms-and-conditions>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. Rates are subject to change on 30 days' notice via bill message on customer's invoice. By your signature you warrant that you have read, understand and agree to the Service Agreement, Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WINDSTREAM

DocuSigned by:

Signature:  _____
16330CB7D2374D6...

Printed Name: Jamie Aldrich

Title: Director, Inside Account Management

Date: 4/26/2022

This offer is voidable by Windstream if not signed and returned by 6/10/2022.

Location Summary

| Location Name | Monthly Recurring Charges | One-Time Charges | Credits |
|--------------------------|---------------------------|------------------|---------|
| City of Saratoga Springs | \$547.73 | \$0.00 | \$0.00 |
| City of Saratoga Springs | \$432.39 | \$0.00 | \$0.00 |

Location Detail

| | | | |
|------------------|--|----------------|---------|
| Location Name | City of Saratoga Springs | Account Number | 4298323 |
| Location Address | 5 LAKE AVE , SARATOGA SPRINGS, NY 12866-2264 | | |

Monthly Recurring Charges

| Product | Qty. | Unit Price | Total Price |
|--------------------------------|------|--------------|-----------------|
| Common Voice Features | | | |
| 900/976 Block | 1 | \$0.00 | \$0.00 |
| International Block | 1 | \$0.00 | \$0.00 |
| LD Block of 1000 | 1 | \$10.00 | \$10.00 |
| Dynamic IP | | | \$432.78 |
| Call Paths - PRI/CAS | 23 | Included | |
| Ethernet Access(10 Mb) | 1 | Included | |
| Managed Router - Advanced | 1 | Included | |
| Managed Router Equipment | 1 | Included | |
| 20 DID Station Numbers | 6 | \$0.00 | \$0.00 |
| IP Addresses Block of 4 Charge | 1 | \$0.00 | \$0.00 |
| FSLC Charge | 5 | \$9.20 | \$46.00 |
| Direct Trunk Overflow Charge | 1 | \$34.95 | \$34.95 |
| Remote Call Forward | | | |
| Remote Call Forwarding Charge | 2 | \$12.00 | \$24.00 |
| | | Total | \$547.73 |

Location Detail

| | | | |
|------------------|---|----------------|---------|
| Location Name | City of Saratoga Springs | Account Number | 4365150 |
| Location Address | 474 BROADWAY , SARATOGA SPRINGS, NY 12866 | | |

Monthly Recurring Charges

| Product | Qty. | Unit Price | Total Price |
|------------------------------|------|------------|-------------|
| Common Voice Features | | | |
| 900/976 Block | 1 | \$0.00 | \$0.00 |
| International Block | 1 | \$0.00 | \$0.00 |
| LD Block of 1000 | 2 | \$10.00 | \$20.00 |
| Dynamic IP | | | \$331.44 |

| | | | |
|--------------------------------|----|--------------|-----------------|
| | | | |
| Call Paths - PRI/CAS | 23 | Included | |
| Ethernet Access(10 Mb) | 1 | Included | |
| Managed Router - Advanced | 1 | Included | |
| Managed Router Equipment | 1 | Included | |
| 20 DID Station Numbers | 9 | \$0.00 | \$0.00 |
| IP Addresses Block of 4 Charge | 1 | \$0.00 | \$0.00 |
| FSLC Charge | 5 | \$9.20 | \$46.00 |
| Direct Trunk Overflow Charge | 1 | \$34.95 | \$34.95 |
| | | Total | \$432.39 |

Usage Rates

Product and Usage Rates

| Package Name | Usage Type | Rate | Initial Increment | Additional Increment | Precision |
|-----------------------|--|-------|-------------------|----------------------|-----------|
| Common Voice Features | | | | | |
| | Local Measured Service Charges | 0.00 | | | |
| | Regional Long Distance Charges (D) | 0.025 | 6 sec | 6 sec | 2 digit |
| | In State Long Distance Charges (D) | 0.025 | 6 sec | 6 sec | 2 digit |
| | Out of State Long Distance Charges (D) | 0.025 | 6 sec | 6 sec | 2 digit |

Usage Rates**
Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section. Additional charges apply for all voice features, router maintenance, CPE maintenance and directory listings. Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current retail rate. Customers participating in an Equipment for Services Lease Program will be billed program rates. Precision - each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.



Letter of Agency

| | |
|-------------------|---|
| Contact Name: | Company Name: CITY OF SARATOGA SPRINGS |
| Billing Address: | |
| City, State, Zip: | |
| Current Carrier: | Order Date: |

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorized Windstream Communications (“Windstream”) and its operating affiliates* listed on Exhibit A to change my Company’s provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

| | |
|--|--|
| | Local |
| | Intrastate, IntraLATA Long Distance Service (also known as local toll) |
| | Interstate, InterLATA and International Long Distance |

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant(s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company’s current telecommunications carrier(s) to Windstream.

Telephone Numbers:

| | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

Company
Signature:

Date:

*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, Windstream New Edge, LLC, Windstream FiberNet, LLC, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2022

4/28/2022

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 rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|------------------------|
| PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: | FAX (A/C. No): |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED 1349043 WINDSTREAM SERVICES LLC 4001 RODNEY PARHAM ROAD LITTLE ROCK AR 72212-2442 | INSURER A: ACE American Insurance Company | |
| | INSURER B: SEE ATTACHED | |
| | INSURER C: ACE Property & Casualty Insurance Co | |
| | INSURER D: Lloyd's Syndicate 2987 Brit Syndicates Limited | |
| | INSURER E: Lloyds of London | |
| INSURER F: | | NAIC # 22667 |

COVERAGES WINCO07 **CERTIFICATE NUMBER:** 18474665 **REVISION NUMBER:** XXXXXXXX

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 | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2MIL AGG PER LOC GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | N | HDOG72496073 | 10/1/2021 | 10/1/2022 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| 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 | Y | N | ISAH2558194 | 10/1/2021 | 10/1/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | N | XEUG28134800006 | 10/1/2021 | 10/1/2022 | EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | SEE ATTACHED | 10/1/2021 | 10/1/2022 | <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 | E&O LIAB INCL CYBER | N | N | B0713MEDTE2102240 | 7/17/2021 | 7/17/2022 | \$7.5M |
| E | E&O LIAB INCL CYBER | | | B0713MEDTE2100673 | 7/17/2021 | 7/17/2022 | \$7.5M XS \$7.5M |
| E | E&O LIAB INCL CYBER | | | BO713MEDTE2101066 | 7/17/2021 | 7/17/2022 | \$10M XS \$7.5M |
| E | E&O LIAB INCL CYBER | | | B0713MEDTE2101067 | 7/17/2021 | 7/17/2022 | \$7.5M XS \$25M |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF SARASOTA SPRINGS NY IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY, AUTO AND UMBRELLA IF REQUIRED BY WRITTEN CONTRACT, ON A PRIMARY AND NONCONTRIBUTORY BASIS.

CERTIFICATE HOLDER

18474665
 CITY OF SARASOTA SPRINGS NY
 474 BROADWAY
 SARASOTA SPRINGS NY 12866

CANCELLATION See Attachment

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

John M. Agnello

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WORK COMP POLICIES

| POLICY NUMBER | DATES | CARRIERS | NAIC# |
|--------------------------|---------------------|---|-------|
| WLRC6782247A (AZ,CA,MA) | 10/1/2021-10/1/2022 | ACE American Insurance Company | 22667 |
| SCFC67822511 (WI) | 10/1/2021-10/1/2022 | ACE Fire Underwriters Ins Comp. | 20702 |
| WLRC67822432 (AOS) | 10/1/2021-10/1/2022 | Indemnity Insurance Co of North America | 43575 |
| WLUC67822559 (EXCESS OH) | 10/1/2021-10/1/2022 | ACE American Insurance Company | 22667 |

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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 | 05 | 7 | 05/03/2022 | BUDGET | CCM 050322 BUA | TRANS-PAY | 1 | 1 | | |
| 1 | A3618684 | 54570 | | PLANNING AND ECON DEVELOP | CS TRAINING | | 4,000.00 | 6,000.00 | 10,000.00 | |
| | A | -36-1-8687-4-54570 | - | | FOR TRAINING RE UDO | | 05/03/2022 | | | |
| 2 | A3618681 | 51104 | | PLANNING AND ECON DEVELOP | PS ADMINISTRATOR PLANNING & ECON | | 96,172.00 | -6,000.00 | 90,172.00 | |
| | A | -36-1-8687-1-51104 | - | | FOR TRAINING RE UDO | | 05/03/2022 | | | |
| | | | | | ** 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 5 7 | | | | | | | | | |
| BUA A3618684-54570 | 05/03/2022 | TRANS-PAY | BUDGET | CCM | 050322 | TRAINING FOR TRAINING RE UDO | 5 | 6,000.00 | |
| BUA A3618681-51104 | 05/03/2022 | TRANS-PAY | BUDGET | CCM | 050322 | ADMINISTRATOR PLANNING & ECON FOR TRAINING RE UDO | 5 | | 6,000.00 |
| JOURNAL 2022/05/7 | | | | | | | TOTAL | .00 | .00 |

| | | | | |
|------------------|--------------------------------------|--|----------|---|
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| 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, NY Contract

City Project Number: 2020-06 City Project Name: Laboratory Services
City Department: Public Works Department Contact Person: Barb Maughan City Ext. 2574
Company Name: Pace Analytical Services, LLC
Company Street Address, City, State, Zip: 27 Kent St, Suite 102, Ballston Spa, NY 12020
Company Telephone No.: 518-884-0800 Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: Justin Hall Title: Director of Sales - Northeast
Primary Contact Email: justin.hall@paceabs.com
Service to be Provided: Analytical Laboratory Testing
Remit Name (If different from above): _____
Remit Address: 29196 Network Place, Chicago, IL 60673-1196

- Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Laboratory Services, CNA Environmental LLC, submitted proposals dated 2/27/20 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. Since that proposal was submitted, Pace Analytical Services LLC has become the successor to the aforementioned CNA Environmental LLC. Pace Analytical Services LLC agrees to be substituted as Vendor and/or Service Provider in this contract, and to abide by all terms and conditions contained herein. 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.
- 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 3/17/2023. 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 its 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.
- 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.
- 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 Diane Streit. 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: Pace Analytical Services, LLC
- 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.
- 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.
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.

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 its 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: Justin J. Hall Date: 4-27-2022

Print Name: Justin Hall Title: Director of Sales - Northeast

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: _____

Justin J Hall

4-27-2022

Print Name: Justin Hall

Title: Director of Sales - Northeast



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2022

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | | CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com | |
| | | INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company | NAIC # 25623 |
| INSURED Pace Analytical Services, LLC 1800 Elm St. SE Minneapolis, MN 55414 | | INSURER B: Travelers Property Casualty Company of Ame INSURER C: Greenwich Insurance Company | 25674 22322 |
| | | INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: W24193469

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 | | | | | | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
| | | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | \$ |
| | OTHER: | | | | | | |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ 5,000,000 |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | No | N/A | Y | UB-8K063715 | 08/01/2021 08/01/2022 | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Pollution Liability | | | | | | Each Claim \$5,000,000 |
| | includes Job-Site, Non-Owned | | | | | | Aggregate \$5,000,000 |
| | Disposal Site & Transportation | | | | | | SIR \$25,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

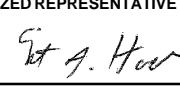
This Voids and Replaces Previously Issued Certificate Dated 03/21/2022 WITH ID: W24185067.

Division/Location: 43

SEE ATTACHED

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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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| | | | |
|---|--------------------------------|---|--|
| AGENCY Willis Towers Watson Midwest, Inc. | | NAMED INSURED Pace Analytical Services, LLC 1800 Elm St. SE Minneapolis, MN 55414 | |
| POLICY NUMBER See Page 1 | | EFFECTIVE DATE: See Page 1 | |
| CARRIER See Page 1 | NAIC CODE See Page 1 | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

City of Saratoga Springs is included as Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability where required by written contract.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by City of Saratoga Springs, its officers, or its employees where required by written contract.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law.

City of Saratoga Springs is included as additional insured with respect to Pollution Liability where required by written contract prior to the date the pollution condition first commenced.

Pollution Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by City of Saratoga Springs, its officers, or its employees.

Waiver of Subrogation where required by written agreement/contract prior to the date of loss or incident for Professional & Pollution Liability.

The Umbrella/Excess policy Follows Form.

INSURER AFFORDING COVERAGE: Greenwich Insurance Company

NAIC#: 22322

POLICY NUMBER: PEC004838705

EFF DATE: 08/01/2021

EXP DATE: 08/01/2022

SUBROGATION WAIVED: Y

| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|------------------------|--------------------|---------------|
| Professional Liability | Each Claim | \$5,000,000 |
| Claims Made | Aggregate | \$5,000,000 |
| | SIR | \$100,000 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
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PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. 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 in an "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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any

provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
4. For the purposes of Paragraph 1. above:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or
- (3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

- b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.
- 5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive

date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

- 1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.
- 2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
 - b. The "bodily injury" or "property damage" occurs during the policy period; and
 - c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- 3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.
- 4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
- 5. "Bodily injury" or "property damage":
 - a. Which occurs during the policy period; and
 - b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY** of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage B of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. **COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES**

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage C applies.
2. Coverage C of this insurance applies to "crisis management service expenses" that:
 - a. Arise out of a "crisis management event" that first commences during the policy period;
 - b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
 - c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:
 - a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
 - b. End when we decide that the crisis no longer exists or when the Crisis

Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. A "self-insured retention" does not apply to "crisis management service expenses".
6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. **DEFENSE AND SUPPLEMENTARY PAYMENTS**

1. We will have the right and duty to defend the insured:
 - a. Under Coverage A, against a "suit" seeking damages to which such coverage applies, if:
 - (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or
 - (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

- b. Under Coverage B, against a "suit" seeking damages to which such coverage applies.
2. We have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. If any other insurer has a duty to defend.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments; but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
 - a. The limits of insurance afforded to such person or organization will be:
 - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - (2) The limits of insurance of this policy; whichever is less; and
 - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage B:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
 - a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay

damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. 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; and
 - b. Coverage for such organization does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal injury" or "advertising injury" arising out of an offense committed; before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named 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. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of **SECTION II – WHO IS AN INSURED.**

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.
2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after

the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:
 - a. 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; and
 - b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named 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.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph D.1. of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
 2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
 3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.
- C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:
1. Damages; and
 2. Defense expenses if such expenses are within the limits of insurance of this policy; because of "bodily injury" or "property damage" included in the "products-completed operations hazard".
- D. Subject to Paragraph B. or C. above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:
1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage A arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
 2. Damages under Coverage B because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

- E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.
- F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

- A. With respect to Coverage A and Coverage B:

1. Asbestos

- a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph a. above.
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

committed before, during or after the time of that person's employment; or

- b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs a.(1), (2) or (3) above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

- a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;
- b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or
- c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

- a. The actual, alleged or threatened exposure of any person or property to; or
- b. The "hazardous properties" of; any "nuclear material".

As used in this exclusion:

- a. "Hazardous properties" includes radioactive, toxic or explosive properties;
- b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and
- c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- a. Uninsured motorists;
- b. Underinsured motorists;

- c. Auto no-fault or other first-party personal injury protection (PIP);
- d. Supplementary uninsured/underinsured motorists (New York); or
- e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage B:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

- a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

- a. While ashore on premises owned by or rented to any insured; or
- b. That is 50-feet long or less and that:
 - (1) You own; or

- (2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
- g. "Your product" arising out of "your product" or any part of it; or
- h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or

"your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

- a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- a. Copyright;
- b. Patent;
- c. Trade dress;
- d. Trade name;
- e. Trademark;
- f. Trade secret; or
- g. Other intellectual property rights or laws.

This exclusion does not apply to:

- a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

- b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- a. Advertising, "broadcasting" or publishing;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1), (2) and (3)** of the definition of "personal injury".

For the purposes of this exclusion:

- a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage C:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph 5. of Paragraph D., **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
 - a. How, when and where the "event" or "occurrence" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
 - c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage A, the insured must:
 - a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
 - b. Comply with the terms of the "underlying insurance"; and
 - c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain necessary records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
 - a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
 - b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
 - a. How, when and where that "crisis management event" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;

- c. The nature and location of any injury or damage arising out of that "crisis management event"; and
- d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
 - a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
 - b. You have paid all premiums due for this policy at the time you make such request;
 - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

- d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
- 3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
- 4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

- 1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

- 1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this insurance unless all of its terms have been fully complied with.
- 2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

- 1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY OF SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

- 2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
- 3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
 - a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1), (2) and (3) of COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and
 - b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
 - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
 3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
 5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
 6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
 7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - a. Another insurance company;
 - b. Us or any of our affiliated insurance companies;
 - c. Any risk retention group;

- d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
- e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

- a. Any "underlying insurance"; or
 - b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all the work called for in your contract has been completed;
 - (b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification listed in a policy of

Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

- a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

- a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.
- b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
- c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

- B.** With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

- a. Means injury, other than "personal injury", caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any such programming.
6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:
- a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;
 - b. Information bearing on a person's credit worthiness, credit standing or credit capacity;
 - c. Social security number;
 - d. Driver's license number; or
 - e. Birth date.
7. "Consumer financial protection law" means:
- a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);
 - b. California's Song-Beverly Credit Card Act and any of its amendments; or
 - c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.
- b. Vehicles maintained for use solely on or next to premises you own or rent.
- c. Vehicles that travel on crawler treads.
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical

exploration, lighting and well servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers.

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

- a. With respect to "bodily injury" or "property damage":

- (1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

- (2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

- b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and
 - c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".
- 15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 16. "Personal injury":
 - a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
- 17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 18. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.
- 19. "Self-insured retention" is the greater of:
 - a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or
 - b. The applicable limit of insurance of any "other insurance" that applies.
- 20. "Slogan":
 - a. Means a phrase that others use for the purpose of attracting attention in their advertising.
 - b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
22. "Title" means the name of a literary or artistic work.
23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.
25. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
26. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage C:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".
2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:
 - a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and
 - b. Significant adverse regional or national media coverage.
3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:
 - a. For the reasonable and necessary:
 - (1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and
 - (2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and
 - b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:
 - (1) Medical expenses;
 - (2) Funeral expenses;
 - (3) Psychological counseling;
 - (4) Travel expenses;
 - (5) Temporary living expenses;
 - (6) Expenses to secure the scene of a "crisis management event"; or
 - (7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
 - a. Chief Executive Officer;
 - b. Chief Operating Officer;
 - c. Chief Financial Officer;
 - d. President;
 - e. General Counsel;
 - f. General partner (if you are a partnership); or
 - g. Sole proprietor (if you are a sole proprietorship);or any person acting in the same capacity as any individual listed above.

PROFESSIONAL AND POLLUTION LEGAL LIABILITY POLICY FOR THE CONSTRUCTION AND ENVIRONMENTAL SERVICE INDUSTRIES

Certain coverages are “claims-made and reported” and have different reporting requirements from other sections of this Policy. In the event of a **Claim**, this Policy may require that a **Claim** be first made against you during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or the Optional Extended Reporting Period. Certain states mandate specific warnings, exceptions or conditions. Please read this Policy carefully, including the Declarations and all Endorsements.

This Policy contains provisions that limit the amount of **Legal Expense** we are responsible to pay.

Throughout this Policy, the words “we”, “us”, and “our” mean the Company stated in the Declarations. The words “you” and “your” mean the **Insured**.

Words that are **bolded**, except for caption headings, have the meaning set forth in SECTION III – DEFINITIONS, whether expressed in singular or plural throughout this Policy.

SECTION I - INSURING AGREEMENTS

A. Professional Coverages

1. Professional Liability Coverage

We will pay on your behalf for **Professional Loss** that you become legally obligated to pay because of a **Claim** resulting from an actual or alleged negligent act, error or omission in **Professional Services**, provided that:

- a. the **Professional Services** are rendered on or after the **Retroactive Date** and prior to the end of the **Policy Period**; and
- b. the **Claim** is first made against you during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period.

2. Rectification Expense Coverage

We will pay on your behalf for **Rectification Expense** to avoid or reduce a **Claim** covered under this Policy, provided that:

- a. all **Professional Services** giving rise to actual or potential damages are rendered on or after the **Retroactive Date** and prior to the end of the **Policy Period**;
- b. during the **Policy Period**, you provide us with immediate notice of the negligent act, error or omission and of the proposed corrective action, if any, along with all supporting documentation, in writing prior to incurring any **Rectification Expense**;
- c. you establish and we determine that your proposed **Rectification Expense** is reasonable and necessary in light of the actual liability for a **Claim** covered under this Policy that can be avoided or reduced by incurring the **Rectification Expense**; and
- d. all **Rectification Expense** must be approved by us, in writing, prior to being incurred by you.

If following the payment of **Rectification Expense**, a **Claim** is made against you, our total

payment, including any payments previously paid by us, will not exceed the Limits of Liability shown in Item (3) and Item (4) of the Declarations.

If, in order to prevent **Bodily Injury or Property Damage**, you take immediate action that results in **Rectification Expense**, but you are not reasonably able to obtain prior approval from us in writing, we will indemnify you for such expense incurred over a period not exceeding ten (10) business days, beginning from the time the immediate action was taken, provided you can reasonably prove to us that such immediate action reduced the amount of the **Bodily Injury or Property Damage** that would otherwise have been paid under this Policy in the absence of such immediate action.

3. **Protective Loss Coverage**

We will indemnify the **Named Insured** for **Protective Loss**:

- a. in excess of all applicable **Design Professional's Insurance**, or
- b. for all amounts not covered by the **Design Professional's Insurance** pursuant to a valid coverage denial or limitation that is not contested by the **Design Professional**,

resulting from an actual or alleged negligent act, error or omission in **Design Professional Services** performed by a **Design Professional**, provided that:

- (i) the **Design Professional Services** are rendered on or after the **Retroactive Date** and prior to the end of the **Policy Period**;
- (ii) the **Protective Claim** is first made by you against the **Design Professional** and reported by you to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period; and
- (iii) you have taken all steps necessary to pursue the **Protective Claim** and obtain recovery of all **Protective Loss** from the **Design Professional** and, where legally permissible, the **Design Professional's Insurance**.

B. **Pollution Coverages**

1. **Job Site Coverage - Occurrence**

We will pay on your behalf for **Pollution Loss** that you become legally obligated to pay as a result of a **Claim** arising from a **Pollution Condition** on, at, under or migrating from a **Job Site**, provided that:

- a. the **Bodily Injury, Property Damage or Environmental Damage** occurs during the **Policy Period**;
- b. the **Pollution Condition** results from **Contracting Services or Completed Operations**; and
- c. the **Pollution Condition** results in a **Claim** against you.

2. **Transportation Coverage**

We will pay on your behalf for **Pollution Loss** as a result of a **Pollution Condition** that first commences and finally ends during the course of **Transportation**, provided that:

- a. the **Transportation** takes place during the **Policy Period**; and
- b. the **Pollution Condition** is first discovered by you during the **Policy Period** and reported

to us, in writing, during the **Policy Period** or within ninety (90) days of the end of the **Policy Period**; or

- c. (i) the **Pollution Condition** results in a **Claim** against you; (ii) the **Claim** is for **Pollution Loss** that you become legally obligated to pay; and (iii) the **Claim** is first made against you during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period.

3. Emergency Remediation Expense Coverage

We will indemnify you for **Emergency Remediation Expense** incurred by you, provided that:

- a. the **Pollution Condition** and notice of the **Emergency Remediation Expense** are reported to us, in writing, during the **Policy Period**, but in no event later than fourteen (14) days from the discovery of the **Pollution Condition**, or the end of the **Policy Period**, whichever occurs first, and
- b. the **Pollution Condition** results from **Contracting Services** at a **Job Site**, or **Transportation**, rendered during the **Policy Period**.

4. Pollution Protective Loss Coverage

We will indemnify you for **Pollution Protective Loss**:

- a. in excess of all applicable **Subcontractor's Insurance**, or
- b. for all amounts not covered by the **Subcontractor's Insurance** pursuant to a valid coverage denial or limitation that is not contested by the **Subcontractor**,

resulting from a **Pollution Condition** on, at, under or migrating from a **Job Site** or a **Pollution Condition** in the course of **Transportation**, provided that:

- (i) the **Bodily Injury, Property Damage** or **Environmental Damage** occurs during the **Policy Period**;
- (ii) the **Pollution Condition** results from **Subcontractor Services** or **Completed Operations** of the **Subcontractor**;
- (iii) the **Pollution Protective Claim** is first made by you against the **Subcontractor**; and
- (iv) you have taken all steps necessary to pursue the **Pollution Protective Claim** and obtain recovery of all **Pollution Protective Loss** from the **Subcontractor** and, where legally permissible, the **Subcontractor's Insurance**.

5. Non-Owned Disposal Site Coverage

We will pay on your behalf for **Pollution Loss** that you become legally obligated to pay as a result of a **Pollution Condition** on, at, under or migrating from a **Non-Owned Disposal Site**, provided that:

- a. the **Pollution Condition** first commences on or after the **Retroactive Date** and prior to the end of the **Policy Period**;

- b. the **Pollution Condition** arises from waste or material generated by **Contracting Services** performed at a **Job Site** or originating from **Your Location**;
- c. the **Pollution Condition** results in a **Claim** against you; and
- d. the **Claim** is first made against you during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period.

6. **Your Location Coverage**

We will pay on your behalf for **Pollution Loss** as a result of a **Pollution Condition** on, at, under or migrating from **Your Location**, provided that:

- a. the **Pollution Condition** originates from **Your Location**; and
- b. the **Pollution Condition** is sudden and accidental and first commences during the **Policy Period** and finally ends within ten (10) consecutive days from its first commencement; and
- c. the **Pollution Condition** is first discovered by you during the **Policy Period** and reported to us, in writing, during the **Policy Period** or within ninety (90) days of the end of the **Policy Period**; or
- d. (i) the **Pollution Condition** results in a **Claim** against you; (ii) the **Claim** is for **Pollution Loss** that you become legally obligated to pay; and (iii) the **Claim** is first made against you during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period.

SECTION II - SUPPLEMENTAL COVERAGES

The Limits of Liability for each of the following Supplemental Coverages are separate from the Limits of Liability for the coverages in SECTION I - INSURING AGREEMENTS of this Policy, and payments made under these Supplemental Coverages do not erode the Aggregate Limits of Liability of this Policy. No Self-Insured Retention Amount applies to these Supplemental Coverages.

A. **Disaster Response Expense Coverage**

We will pay on your behalf up to an aggregate limit of liability of \$250,000 for any reasonable and necessary expenses incurred by you or a public relations or crisis management firm hired by you, with our prior written consent, to minimize potential harm to your reputation by maintaining or restoring public confidence in you resulting from a negligent act, error or omission in **Professional Services**, or a **Pollution Condition** resulting from **Contracting Services** or **Transportation**, that has or is likely to result in a **Media Event**. This limit of liability is the most we will pay regardless of the number of acts, errors or omissions, **Pollution Condition(s)** or **Media Event(s)**.

B. **Green Building Materials Expense Coverage**

We will pay on your behalf up to an aggregate limit of liability of \$250,000 for any reasonable and necessary expenses incurred by you in the use of **Green Building Materials**, even when the use of such materials is not necessary, as part of **Restoration Costs** when otherwise covered under this Policy. This limit of liability is the most we will pay regardless of the number of **Pollution Condition(s)**.

C. Protective Loss/Pollution Protective Loss Bankruptcy Litigation Expense Coverage

We will indemnify you up to an aggregate limit of liability of \$25,000 for the reasonable and necessary fees and expenses incurred by you for retaining bankruptcy counsel in the making of a **Protective Claim** or a **Pollution Protective Claim** that qualifies for coverage under this Policy against a **Design Professional** or **Subcontractor**, as applicable, who has filed for or has been placed into bankruptcy under the United States Bankruptcy Code, provided that the **Protective Claim** or **Pollution Protective Claim** results in a judgment for you against the **Design Professional** or **Subcontractor** that is final and no longer subject to appeal. This limit of liability is the most we will pay regardless of the number of **Claim(s)**.

D. Litigation Expense Coverage

We will indemnify you up to an aggregate limit of liability of \$25,000 for the actual loss of earnings and reasonable and necessary expenses incurred by you for attendance at depositions, hearings, arbitrations, **Mediation** or trials at our written request for **Claim(s)** covered under this Policy. This limit of liability is the most we will pay regardless of the number of **Claim(s)**.

E. Subpoena Expense Coverage

We will pay on your behalf up to an aggregate limit of liability of \$25,000 for reasonable and necessary fees and costs of counsel retained and incurred by us to advise you regarding the production of subpoenaed documents or to represent you while preparing for or giving testimony in response to a subpoena that is both served on you during the **Policy Period** and reported by you to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period, and arises from **Professional Services** or **Pollution Conditions** that are within the scope of coverage under this Policy. This limit of liability is the most we will pay regardless of the number of subpoenas served.

F. Disciplinary Proceeding Expense Coverage

We will pay on your behalf up to an aggregate limit of liability of \$25,000 for **Legal Expense** from a disciplinary proceeding against you before a design professional or contractor licensing board, provided that the disciplinary proceeding arises out of a negligent act, error or omission in **Professional Services**, or a **Pollution Condition** caused by **Contracting Services**, rendered on or after the **Retroactive Date** and before the end of the **Policy Period**, if the disciplinary proceeding is brought against you during the **Policy Period** and reported to us, in writing, by you, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period. This limit of liability is the most we will pay regardless of the number of proceedings.

G. Americans with Disabilities Act and Fair Housing Act Expense Coverage

We will pay on your behalf up to an aggregate limit of liability of \$25,000 for **Legal Expense** from the investigation of or response to a regulatory or administrative action from a governmental agency under the Americans with Disabilities Act of 1990 (ADA), as amended, or the Fair Housing Act (FHA), as amended, alleging a negligent act, error or omission in **Professional Services** rendered on or after the **Retroactive Date** and before the end of the **Policy Period**, if the regulatory or administrative action is brought against you during the **Policy Period** and reported to us, in writing, by you, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period. This limit of liability is the most we will pay regardless of the number of investigations or actions.

H. Building Information Modeling Expense Coverage

We will indemnify you up to an aggregate limit of liability of \$25,000 for reasonable and necessary additional expenses payable to a third-party software consulting company, that are not otherwise recoverable from any warranty or guarantee, arising from loss of or damage to information due to a malfunction of software used in connection with a Building Information Modeling (BIM) system purchased from a third-party vendor that was not modified by you or on your behalf, including erroneous calculations

or modeling, provided that the malfunction is first discovered during the **Policy Period** and after the system has been put to its intended use in the course of construction in support of **Professional Services** or **Contracting Services** and is reported to us, in writing, by you, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period. This limit of liability is the most we will pay regardless of the number of consulting companies, systems purchased or malfunctions.

SECTION III - DEFINITIONS

A. Bodily Injury means:

1. physical injury, sickness or disease, sustained by any person, including death resulting therefrom, and any accompanying medical or environmental monitoring; or
2. mental anguish, emotional distress or shock, sustained by any person.

B. Claim means a monetary demand or notice, or assertion of a legal right, alleging liability or responsibility on your part, and includes, but is not limited to, a lawsuit, petition, or governmental or regulatory action commenced against you.

C. Client means the person or entity that directly hires the **Named Insured**, by written agreement signed by the **Named Insured**, to render **Contracting Services** and for whom the **Named Insured** renders such services.

D. Completed Operations means **Contracting Services** that are completed.

Completed Operations does not include **Contracting Services** that have been abandoned.

Contracting Services will be deemed completed at the earliest of the following times:

1. when all **Contracting Services** to be performed under a contract have been completed; or
2. when all **Contracting Services** to be performed at the **Job Site** have been completed; or
3. when that part of the **Contracting Services** performed at the **Jobsite** has been put to its intended use by any person or entity other than another contractor or subcontractor working on the same project.

Contracting Services that may require further service, maintenance, correction, repair or replacement, but are otherwise complete, shall be deemed completed.

E. Contracting Services means any construction or environmental activity that is performed by or on behalf of the **Named Insured**.

Contracting Services also includes **Completed Operations**.

F. Design Professional means any person or entity that is qualified, certified or licensed to perform professional services that are covered by **Design Professional's Insurance**, including any **Subcontractors** and subconsultants.

G. Design Professional's Insurance means any liability insurance issued to a **Design Professional**.

H. Design Professional Services means professional services that any **Design Professional**:

1. agreed to perform pursuant to a written agreement with you or a **Design Professional**; retained by you or on your behalf; and

2. are included within the **Professional Services** that you agreed to perform in your written agreement with a **Client**.

I. **Emergency Remediation Expense** means reasonable and necessary **Remediation Expense** incurred on an emergency basis, that you establish and we determine reasonable and necessary to mitigate the immediate effects of the **Pollution Condition** in light of the liability covered under this Policy that can be avoided or reduced by such mitigation.

J. **Environmental Damage** means physical damage into or upon land or structures thereupon, the atmosphere or any watercourse or body of water, including groundwater, caused by a **Pollution Condition** and resulting in **Remediation Expense**.

Environmental Damage does not include **Property Damage**.

K. **First Named Insured** means the person or entity stated in Item (1) of the Declarations.

L. **Green Building Materials** means building products or materials that are recognized by The Leadership in Energy and Environmental Design (LEED®), Green Globes Assessment and Rating System, International Green Construction Code or Energy Star as:

1. being environmentally preferable or sustainable; or
2. providing enhanced energy efficiency.

M. **Insured** means each of the following:

1. the **First Named Insured**;
2. the **Named Insured**;
3. the **Named Insured's** current and former directors, partners, principals, members, officers, stockholders, or trustees, but solely while acting within the course and scope of their duties as such;
4. the **Named Insured's** current and former employees, including **Leased Worker**, but solely within the course and scope of their employment or lease agreement;
5. the **Named Insured's** heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;
6. any **Predecessor in Interest**;
7. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** where the **Named Insured** has greater than fifty percent (50%) ownership, control, or beneficial interest, provided however that:
 - a. coverage shall be provided only for **Professional Loss** and **Protective Loss** arising out of **Professional Services** or **Design Professional Services** or **Pollution Loss** and **Pollution Protective Loss** arising out of **Contracting Services** or **Subcontractor Services**, for services performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and
 - b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity and we agree to accept coverage and issue an endorsement confirming coverage;

8. the **Named Insured's** participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Named Insured's** legal liability for its rendering or failure to render **Professional Services** or **Contracting Services** under the respective legal entity or joint venture.

9. Solely with regard to SECTION I - INSURING AGREEMENTS, B.1. Job Site Coverage - Occurrence, B.2. Transportation Coverage and B.5. Non-Owned Disposal Site Coverage, any person or entity, including a **Client**, as required by a written agreement signed by the **Named Insured**, but only for:

a. a **Pollution Condition** caused by **Contracting Services**; and

b. the liability of the person or entity that results from the performance of the **Named Insured's Contracting Services**,

provided that such written agreement is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

Any insurance afforded under the terms and conditions of this Policy shall be limited to the scope of coverage required by such agreement and shall be limited to the lesser of the amount of the limits of liability required by such written agreement or the Limits of Liability under this Policy. In no event shall we be liable for any amounts in excess of the Limits of Liability shown in Item (3) and Item (4) B. Pollution Coverages of the Declarations.

N. **Insured Contract** means that part of any written agreement under which, the **Named Insured** assumes the tort liability of another party to pay compensatory damages for **Bodily Injury, Property Damage** or **Environmental Damage**, to a third-person or entity, provided that such written agreement is signed by the **Named Insured** prior to the **Bodily Injury, Property Damage** or **Environmental Damage**. Tort liability means a liability that would be imposed by law in the absence of any agreement.

O. **Job Site** means the location where **Contracting Services** are rendered.

Job Site does not include:

1. any location that is owned, rented, leased, used, or occupied by you except for:

a. a location owned, rented, leased, or occupied by the **Client**; or

b. a location that is rented, leased, or occupied (but not owned) by the **Named Insured** and is used on a temporary basis by you for a single project only, during the course of providing **Contracting Services** for such single project.

2. a **Non-Owned Disposal Site** or **Your Location**.

P. **Leased Worker** means a person leased to you, by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

Q. **Legal Expense** means legal costs, charges and expenses incurred in the investigation or defense of a **Claim** arising from **Professional Services** or **Contracting Services**, provided such costs, charges and expenses are authorized by us.

Legal Expense does not include the time and expense incurred by you in assisting us in the investigation or resolution of a **Claim** including, but not limited to, the costs of your in-house counsel, salary charges of your regular employees or officials, and fees and expenses of counsel retained by you, except as provided by SECTION II - SUPPLEMENTAL COVERAGES, D. Litigation Expense Coverage.

Legal Expense also does not include salary charges of our employees.

Legal Expense does not include any legal costs, charges and expenses incurred in relation to **Rectification Expense**, **Emergency Remediation Expense** or to any legal costs or expenses incurred by you in the investigation, prosecution, pursuit, adjustment, making or appeal of a **Protective Claim** or a **Pollution Protective Claim**, except as provided by SECTION II - SUPPLEMENTAL COVERAGES, C. Protective Loss/Pollution Protective Loss Bankruptcy Litigation Expense Coverage.

- R. Low-Level Radioactive Waste and Material** means waste or material that when disposed is acceptable for disposal in a near-surface disposal facility or a land disposal facility as defined in 10 CFR 61.2.
- S. Media Event** means a spontaneous happening that produces coverage by any mass media organization, particularly television news and newspapers, in either print or internet editions.
- T. Mediation** means an informal and non-binding dispute settlement process run by a neutral third-party approved by us.
- U. Mold Matter** means mold, mildew or any type or form of fungus, including mycotoxins, spores or by-products produced or released by fungi.
- V. Named Insured** means:
1. the **First Named Insured**; and
 2. any person or entity designated as a **Named Insured** by endorsement to this Policy.
- W. Natural Resource Damage** means physical injury to, or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of use of the land or resources to the general public, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, or managed by, held in trust by, appertaining to, or otherwise controlled by the United States including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act 16 U.S.C. 1801 et. seq.), any State, Local or Provincial government, any foreign government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe. The terms Natural Resource Damage and Natural Resource Damage Assessments are as further defined by statute [CERCLA §§101(6); 107(a)(4)(C); OPA §§1001(5); 1002(b)(2)] and regulation [43 CFR Part 11; 15 CFR Part 990].
- X. Non-Owned Disposal Site** means a location used by you for the treatment, storage or disposal of waste or material, provided that:
1. the **Non-Owned Disposal Site** is not managed, operated, owned or leased by you or your affiliate;
 2. the **Non-Owned Disposal Site** is permitted or licensed by the applicable federal, state, local or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored or disposed at the **Non-Owned Disposal Site**; and
 3. the **Non-Owned Disposal Site** is not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priority List, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of the waste or material at the **Non-Owned Disposal Site**.
- Y. Policy Period** means the period listed in Item (2) of the Declarations or any shorter period resulting from cancellation.
- Z. Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, acids, alkalis, electromagnetic fields, fumes, hazardous substances, bacteria, **Low-Level Radioactive Waste and Material**, **Mold Matter**, odors, smoke, soot, toxic chemicals, vapors and waste materials, including medical, infectious and pathological wastes.

AA. Pollution Condition means:

1. the discharge, dispersal, release, seepage, migration or escape of **Pollutants** into or upon land or structures thereupon, the atmosphere or any watercourse or body of water, including groundwater; and
2. the presence of **Mold Matter** in or on buildings or structures.

BB. Pollution Loss means each of the following that results from a **Pollution Condition**:

1. a monetary judgment, award or settlement of compensatory damages:
 - a. resulting from **Bodily Injury** or **Property Damage**; or
 - b. for **Remediation Expense**;
2. with regard to SECTION I - INSURING AGREEMENTS, B.2. Transportation Coverage and B.6. Your Location Coverage, **Remediation Expense**;
3. civil fines and penalties assessed against a **Client** that the **Named Insured** is legally liable, but only where insurance coverage for such fines and penalties is allowable by law;
4. civil fines and penalties assessed against you, but only where insurance coverage for such fines and penalties is allowable by law;
5. punitive, exemplary or multiplied damages that you are legally liable, but only where insurance coverage for such damages is allowable by law;
6. **Legal Expense** associated with Subsections BB.1. through BB.5 above;
7. **Restoration Costs**; and
8. the value of any reasonable and necessary services rendered, pursuant to any resolution that we have approved in advance in writing, by you to mitigate a **Pollution Condition** resulting from **Contracting Services**.

Pollution Loss does not include:

- a. injunctive or equitable relief;
- b. the return of fees or charges for services rendered; or
- c. your profit, overhead or mark-up.

CC. Pollution Protective Claim means a written demand made or lawsuit commenced by you against a **Subcontractor** alleging liability or responsibility on the part of the **Subcontractor** for **Pollution Protective Loss** based upon or arising out of the **Subcontractor's** rendering or failure to render **Subcontractor Services**.

DD. Pollution Protective Loss means the amount you are legally entitled to recover from a **Subcontractor**, as determined by:

1. a final monetary judgment by a court of competent jurisdiction;
2. a final monetary award resulting from an arbitration or other dispute resolution proceeding, that you participate with our prior written consent; or

3. a settlement that we agree to in advance, in writing.

EE. Predecessor in Interest means any entity whose assets have been acquired by the **Named Insured** or whose partners, principals or shareholders have joined the **Named Insured** and whose name has been stated in the Application, submitted for this Policy and executed by the **Named Insured**, and for whose insurance the **Named Insured** is responsible by written agreement.

FF. Professional Loss means:

1. a monetary judgment, award or settlement of compensatory damages;
2. civil fines and penalties assessed against a third-party other than you that you are legally liable, but only where insurance coverage for such fines and penalties is allowable by law;
3. civil fines and penalties assessed against you, but only where insurance coverage for such fines and penalties is allowable by law;
4. punitive, exemplary or multiplied damages that you are legally liable, but only where insurance coverage for such damages is allowable by law;
5. liquidated damages, but only to the extent you would be legally liable in the absence of a contractual agreement;
6. **Legal Expense** associated with Subsections FF.1. through FF.5. above; and
7. the value of any services rendered by you or on your behalf, pursuant to any resolution approved by us in writing, prior to the services being rendered, to correct a negligent act, error or omission in the performance of **Professional Services**.

Professional Loss does not include:

- a. injunctive or equitable relief;
- b. the return of fees or charges for services rendered; or
- c. your overhead, mark-up or profit.

GG. Professional Services means those activities listed in Item (5) of the Declarations that are rendered by or on behalf of the **Named Insured**.

HH. Property Damage means each of the following caused by a **Pollution Condition**:

1. physical injury to or destruction of tangible property, including the resulting loss of use thereof;
2. loss of use of tangible property that has not been physically injured or destroyed;
3. diminished third-party property value; or
4. **Natural Resource Damage**.

Property Damage does not include **Environmental Damage**.

II. Protective Claim means a written demand made or lawsuit commenced by you against a **Design Professional** alleging liability or responsibility on the part of the **Design Professional** for **Protective Loss** based upon or arising out of the **Design Professional's** rendering or failure to render **Design Professional Services**.

- JJ. Protective Loss** means the amount you are legally entitled to recover from the **Design Professional**, as determined by:
1. a final monetary judgment by a court of competent jurisdiction;
 2. a final monetary award resulting from an arbitration or other dispute resolution proceeding, that you participate in with our prior written consent; or
 3. a settlement that we agree to in advance, in writing.
- KK. Rectification Expense** means direct costs and expenses to correct actual damages or prevent potential damages resulting from a negligent act, error or omission in your **Professional Services**.
- Rectification Expense** does not include any of your profit, overhead, mark-up; or any betterment to a project that **Rectification Expense** applies.
- LL. Remediation Expense** means expense resulting from **Environmental Damage** caused by a **Pollution Condition** and incurred to investigate, assess, remove, dispose of, treat, abate, contain or neutralize a **Pollution Condition**, including any associated monitoring and testing costs.
- MM. Responsible Insured** means any of your officers, directors, partners, members, managers, supervisors or foreman, or any of your employees that have responsibility, in whole or in part, for risk control, risk management, health and safety or environmental affairs, control or compliance, and any manager of **Your Location**.
- NN. Restoration Costs** means reasonable and necessary costs incurred by you to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **Remediation Expense**. **Restoration Costs** include the use of **Green Building Materials**, but only as set forth in SECTION II - SUPPLEMENTAL COVERAGES, B. Green Building Materials Expense Coverage.
- However, these costs shall not exceed the Actual Cash Value of such real or personal property immediately prior to incurring the **Remediation Expense** or include costs associated with improvements or betterments, except for **Green Building Materials**. Actual Cash Value means the cost to replace such real or personal property, immediately prior to incurring the **Remediation Expense**, minus the accumulated depreciation of the real or personal property.
- OO. Retroactive Date** means the date listed in Item (4) of the Declarations for each applicable coverage that is specified and any **Retroactive Date** listed on an endorsement to this Policy.
- PP. Subcontract** means a written agreement, purchase order or any such legal instrument issued under your written agreement for the performance of **Contracting Services** or **Transportation**.
- QQ. Subcontractor** means any person or entity that enters into a **Subcontract** that assumes some or all of your obligation(s) to the **Client**.
- RR. Subcontractor Services** means **Contracting Services** or **Transportation** that are rendered by or on behalf of the **Subcontractor**.
- SS. Subcontractor's Insurance** means any liability insurance under which, the **Subcontractor** qualifies as an insured.
- TT. Transportation** means the movement of waste or material by land motor vehicle, trailer, semi-trailer, mobile equipment and watercraft, including the loading and unloading of such waste or material from the point of origin until the waste or material has arrived at its final destination, provided that:
1. the **Pollution Condition** occurs while in support of **Contracting Services**;

2. the **Pollution Condition** occurs at a location other than the **Job Site** or **Your Location**; and
3. the person or entity transporting the waste or material is properly licensed to transport such waste or material by the means utilized.

UU. Underground Storage Tank means any stationary container or vessel, including the associated piping connected thereto, that is ten percent (10%) or more beneath the surface of the ground and is:

1. constructed primarily of non-earthen materials; and
2. designated to contain any substance.

For purposes of this definition, associated piping means piping leading to and away from the **Underground Storage Tank** until such piping is aboveground or terminates in another **Underground Storage Tank**, receptacle or manufacturing process.

VV. Your Location means a location owned, rented to or leased by the **Named Insured**, provided that such location is listed in the Your Location Schedule endorsed onto this Policy.

Your Location does not include a **Job Site** or **Non-Owned Disposal Site**.

SECTION IV - EXCLUSIONS

A. The following exclusions apply to SECTION I - INSURING AGREEMENTS, A. Professional Coverages and B. Pollution Coverages:

This Policy does not apply to any **Claim**, negligent act, error or omission in **Professional Services**, **Professional Loss**, **Rectification Expense**, **Protective Loss**, **Pollution Condition**, **Pollution Loss**, **Emergency Remediation Expense** or **Pollution Protective Loss** directly or indirectly for or based upon or arising out of:

1. Contractual Liability
your:

- a. assumption of liability in a contract or agreement; or
- b. breach of contract or agreement.

This exclusion does not apply to:

- (i) liability that you would have in the absence of a contract or agreement; or
- (ii) solely with regard to SECTION I – INSURING AGREEMENTS, B.1. Job Site Coverage - Occurrence and B.2. Transportation Coverage, liability assumed by the **Named Insured** in an **Insured Contract**.

2. Employer's Liability
any injury to:

- a. any of your employees, including any **Leased Workers**, directors, partners, principals, members, officers, stockholders or trustees, if such injury arises in the course of:
 - (i) employment by you; or
 - (ii) performing duties related to the conduct of your business; or

- b. the spouse, domestic partner, child, parent, brother or sister of anyone set forth in Subsection 2.a. above, as a consequence of any injury to any of the persons described in Subsection 2.a. above.

This exclusion applies whether you may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability the **Named Insured** assumed under an **Insured Contract**.

3. Express Warranty and Guaranty

any express warranty or guaranty.

This exclusion does not apply to liability you would have in the absence of such express warranty or guaranty.

4. Your Faulty Workmanship

solely with regard to SECTION I - INSURING AGREEMENTS, B. Pollution Coverages, the cost to repair or replace faulty workmanship, construction, fabrication, installation, assembly, erecting, manufacture or remediation, if such faulty workmanship, construction, fabrication, installation, assembly, erecting, manufacture or remediation was performed, in whole or in part, by you.

5. Fiduciary Liability

any involvement by you:

- a. as a director, partner, principal, member, officer, stockholder, trustee, or employee of a business enterprise not stated in Item (1) of the Declarations or of any charitable organization, or pension, welfare, profit sharing, mutual or investment fund or trust; or
- b. as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended, or any regulation or order issued pursuant thereto or under any other employee benefit plan.

6. Hostile Acts

any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot, or civil commotion.

7. Insurance and Suretyship

the requiring, obtaining, maintaining, advising as to, or the failure to require, obtain, maintain or advise as to any form of insurance, suretyship or bond, either with respect to any **Insured** or any other person or entity.

8. Insured versus Insured

any **Claim** made by an **Insured** against any other **Insured**.

This exclusion does not apply to a **Claim** by any person or entity, including a **Client**, that meets the definition of an **Insured** in SECTION III – DEFINITIONS, M. **Insured**, Subsection 9.

9. Intentional and Dishonest Acts

- a. intentional disregard of, or non-compliance with, any statute, regulation, ordinance, law or order, by or at your direction or your agent's direction; or
- b. actual or alleged fraudulent, dishonest, malicious or intentionally or inherently harmful conduct by you.

This exclusion does not apply to any **Insured** that did not allegedly commit or allegedly participate in committing any of the forgoing described above.

10. Known Circumstances or Conditions

- a. a **Claim**, negligent act, error or omission in **Professional Services, Professional Loss, Rectification Expense, Protective Claim, Protective Loss, Pollution Condition, Pollution Loss, Emergency Remediation Expense, Pollution Protective Claim or Pollution Protective Loss** known by a **Responsible Insured** prior to the inception of the **Policy Period**; or
- b. a circumstance or condition known by a **Responsible Insured** prior to the inception of the **Policy Period** where the **Responsible Insured** should have reasonably foreseen that a **Claim**, negligent act, error or omission in **Professional Services, Professional Loss, Protective Claim, Protective Loss, Pollution Condition, Pollution Loss, Pollution Protective Claim, and Pollution Protective Loss** could result, or **Rectification Expense or Emergency Remediation Expense** could be incurred.

However, in the event that during the **Policy Period** you exacerbate a **Pollution Condition** caused by others, coverage is not excluded for that portion of the **Pollution Loss, Emergency Remediation Expense or Pollution Protective Loss** that would not exist but for your exacerbation of the **Pollution Condition**.

11. Notices to Previous Insurers

any **Claim**, negligent act, error or omission in **Professional Services, Rectification Expense, Protective Claim, Pollution Condition, Emergency Remediation Expense, Pollution Protective Claim** or other circumstance reported by you in part or in whole under any prior policy.

12. Products

any goods, materials or products designed, manufactured, sold, handled, distributed or supplied by you, a **Design Professional**, a **Subcontractor** or by others under license or trade name from you, a **Design Professional** or **Subcontractor**.

This exclusion does not apply to:

- a. the design of a good or product that has been specifically designed or otherwise provided to accommodate the specifications of a particular project or multiple projects for a specific customer. This exception does not apply to any subsequently manufactured goods or products using the same design, without alteration, as any previously customized good or product;
- b. computer software or programs specifically developed for a third-party that is not available for general sale and distribution, and is provided in conjunction with **Professional Services, Design Professional Services, Contracting Services or Subcontractor Services**; or
- c. the fabrication, assembly or installation of goods, materials or products provided in connection with the performance of **Contracting Services**.

13. Property

- a. real property owned, rented or leased by you, except for **Your Location** or real property owned or leased by, or in the care, custody or control of, the **Client**; or
- b. for the repair, replacement or restoration of any personal property you own or lease, except for personal property owned or leased by, or in the care, custody or control of, the **Client**.

14. Radioactive / Nuclear Material

- a. material or waste that if disposed must be placed in a geologic repository as defined in 10 CFR 60 or 10 CFR 63 or any other existing or planned disposal facility for waste that would not otherwise qualify as **Low-Level Radioactive Waste and Material**;
- b. radioactive waste or material for which, you have coverage under any nuclear insurance policy or have received indemnity from any United States or international government authority or statute, including but not limited to the United States Price Anderson Act (Public Law 100-408) or the United States National Defense Contracts Act (Public Law 85-804);
- c. tailings, milling wastes, or products produced by the extraction of uranium or thorium from any ore processed for its source material;
- d. any nuclear weapon, engineered assembly, or component thereof designed to cause the release of radiological material or any hazardous substance onto a chosen target or to generate a nuclear detonation; and
- e. the existence, required removal or abatement of naturally occurring radioactive materials or technologically enhanced naturally occurring radioactive materials, including but not limited to radon,

including, but not limited to the actual, alleged or threatened exposure of any person(s) or property to any such matter.

15. Related Entities and Individuals

a **Claim** by an entity or individual:

- a. that wholly or partially owns, operates or manages you;
- b. that you have a direct or indirect ownership interest of twenty-five percent (25%) or more;
- c. that is controlled, operated or managed by you; or
- d. that is an affiliate of you.

16. Workers' Compensation and Similar Laws

your obligation under a workers' compensation, unemployment compensation, disability benefits law or any similar law.

B. The following exclusions apply only to SECTION I - INSURING AGREEMENTS, A.3. Protective Loss Coverage and B.4. Pollution Protective Loss Coverage:

We shall not be liable to make any payment or indemnify you for any **Protective Loss** or **Pollution Protective Loss** directly or indirectly for or based upon or arising out of:

1. Default Judgment

a default judgment, monetary award or any liability imposed where the **Design Professional** or **Subcontractor** failed to appear, respond, answer, defend or otherwise plead in connection with the **Protective Claim** or **Pollution Protective Claim**.

This exclusion does not apply if you establish that you would have recovered, from the **Design Professional** or **Subcontractor** in the absence of a default judgment, a monetary award or had any liability imposed where the **Design Professional** or **Subcontractor** failed to appear, respond, answer, defend or otherwise plead in connection with the **Protective Claim** or **Pollution Protective Claim**.

2. Project-Specific Policy

a **Protective Claim** or **Pollution Protective Claim** for which, insurance is available to you under a project specific policy, or would have been available but for the exhaustion of limits of liability under such policy.

C. The following exclusions apply only to SECTION I - INSURING AGREEMENTS, B.6. Your Location Coverage:

We shall not be liable to make any payment for any **Pollution Loss** directly or indirectly for or based up or arising out of:

1. Asbestos and Lead-Based Paint

the existence of, required removal or abatement of lead-based paint or asbestos, in any form, in any building or structure on or at **Your Location**, including, but not limited to, products containing asbestos, asbestos fibers, asbestos dust, and asbestos containing materials.

2. Divested Location

any **Pollution Condition** on, at, under or migrating from **Your Location**, where the actual discharge, dispersal, release, seepage, migration or escape of **Pollutants** commenced subsequent to the time **Your Location** was sold, given away, no longer used, or abandoned by you, or condemned.

3. Material Change in Use

a material change in the use of, or operations at, **Your Location** from the use or operations identified by you in the statements and information contained in the Application, submitted for this Policy and executed by you, and any other supplemental materials submitted to us prior to the inception of the **Policy Period** or prior to adding such location to the Your Location Schedule endorsed onto this Policy.

4. Underground Storage Tank

the existence of any **Underground Storage Tank** on, at or under **Your Location**.

This exclusion does not apply to:

- a. an **Underground Storage Tank** that is closed, abandoned in place or removed prior to the inception of the **Policy Period**, in accordance with all applicable Federal, State, Local or Provincial regulations, in effect at the time of closure, abandonment or removal;
- b. an **Underground Storage Tank** that is identified in the Your Location Schedule endorsed onto this Policy;
- c. an **Underground Storage Tank**, the existence of which, is unknown by a **Responsible Insured** as of the inception of the **Policy Period**;
- d. flow-through process tanks, including oil/water separators; or
- e. storage tank(s) situated in a man-made underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor.

SECTION V - LIMITS OF LIABILITY AND SELF-INSURED RETENTION AMOUNT

A. Aggregate Limits of Liability

1. The Policy Aggregate Limit of Liability set forth in Item (3) of the Declarations is the most we shall pay for the sum of all **Professional Loss, Rectification Expense, Protective Loss, Pollution Loss, Emergency Remediation Expense, Pollution Protective Loss**, and any other amounts for which, insurance is afforded under SECTION I - INSURING AGREEMENTS of this Policy.

2. The Aggregate Limit of Liability for A. Professional Coverages, set forth in Item (4) A. Professional Coverages of the Declarations is the most we shall pay for the sum of all **Professional Loss, Rectification Expense, Protective Loss** and any other amounts for which, insurance is afforded under SECTION I - INSURING AGREEMENTS, A. Professional Coverages of this Policy.
3. The Aggregate Limit of Liability for B. Pollution Coverages, set forth in Item (4) B. Pollution Coverages of the Declarations is the most we shall pay for the sum of all **Pollution Loss, Emergency Remediation Expense, Pollution Protective Loss**, and any other amounts for which, insurance is afforded under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages of this Policy.

B. Limits of Liability

1. Subject to the Aggregate Limit of Liability for A. Professional Coverages, set forth in Item (4) A. Professional Coverages of the Declarations, the Limit of Liability for each negligent act, error or omission for each coverage set forth in Item (4) A. Professional Coverages of the Declarations is the most we shall pay for all **Professional Loss, Rectification Expense** and **Protective Loss** based upon or arising out of a single negligent act, error or omission for which, insurance is afforded under SECTION I - INSURING AGREEMENTS, A. Professional Coverages of this Policy.
2. Subject to the Aggregate Limit of Liability for B. Pollution Coverages, set forth in Item (4) B. Pollution Coverages of the Declarations, the Limit of Liability for each **Pollution Condition** for each coverage set forth in Item (4) B. Pollution Coverages of the Declarations is the most we shall pay for all **Pollution Loss, Emergency Remediation Expense** and **Pollution Protective Loss** based upon or arising out of the same, related, repeated or continuous **Pollution Condition** for which, insurance is afforded under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages of this Policy.

C. Legal Expense in Addition to the Limits of Liability

1. Professional Liability

Solely with respect to SECTION I - INSURING AGREEMENTS, A.1. Professional Liability Coverage, once the applicable Self-Insured Retention Amount has been satisfied, **Legal Expense** shall not begin to reduce the Limits of Liability set forth in Item (3) or Item (4) A. Professional Coverages Aggregate Limit of Liability of the Declarations, until we have incurred, on behalf of one or more **Insureds, Legal Expense** in the aggregate of that amount, if any, set forth in Item (4) A. **Legal Expense** Aggregate Limit of Liability of the Declarations. Once we have incurred the **Legal Expense** Aggregate Limit of Liability, **Legal Expense** applies to and reduces each applicable Limit of Liability set forth in Item (3) and Item (4) A. Professional Coverages Aggregate Limit of Liability of the Declarations.

2. Pollution Liability

Solely with respect to SECTION I - INSURING AGREEMENTS, B.1. Job Site Coverage - Occurrence, B.2. Transportation Coverage, B.5. Non-Owned Disposal Site Coverage and B.6. Your Location Coverage, once the applicable Self-Insured Retention Amount has been satisfied, **Legal Expense** shall not begin to reduce the Limits of Liability set forth in Item (3) and Items (4) B. Pollution Coverages Aggregate Limit of Liability of the Declarations until we have incurred, on behalf of one or more **Insureds, Legal Expense** in the aggregate of that amount, if any, set forth in Item (4) B. **Legal Expense** Aggregate Limit of Liability of the Declarations. Once we have incurred the **Legal Expense** Aggregate Limit of Liability, **Legal Expense** applies to and reduces each applicable Limit of Liability set forth in Item (3) and Item (4) B. Pollution Coverages Aggregate Limit of Liability of the Declarations.

D. Self-Insured Retention Amount

1. The Self-Insured Retention Amount must be satisfied before we have an obligation to pay. The Self-Insured Retention Amount must be paid by you and be uninsured. In the event that you or the person or entity designated by the **First Named Insured** does not satisfy the Self-Insured Retention Amount, the **First Named Insured** is responsible for the Self-Insured Retention Amount obligation.
2. Subject to the Limits of Liability set forth in Item (3) and Item (4) A. Professional Coverages of the Declarations, we are liable only for that portion of **Professional Loss** and **Rectification Expense** under SECTION I - INSURING AGREEMENTS, A. Professional Coverages, of this Policy in excess of the Self-Insured Retention Amount for each negligent act, error or omission, if any, set forth in Item (4) A. Professional Coverages of the Declarations for each such coverage.
3. Subject to the Limits of Liability set forth in Item (3) and Item (4) B. Pollution Coverages of the Declarations, we are liable only for that portion of **Pollution Loss** and **Emergency Remediation Expense** under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages, of this Policy in excess of the Self-Insured Retention Amount for each Pollution Condition, if any, set forth in Item (4) B. Pollution Coverages of the Declarations for each such coverage.
4. **Legal Expense** applies to and reduces each applicable Self-Insured Retention Amount set forth in Item (4) A. Professional Coverages and Item (4) B. Pollution Coverages of the Declarations.
5. When a written agreement executed prior to the negligent act, error or omission in **Professional Services** or discovery of a **Pollution Condition**, specifies a Self-Insured Retention Amount less than the Self-Insured Retention Amount for the applicable coverage(s) stated in Item (4) of the Declarations, then the Self-Insured Retention Amount applicable to such coverage shall be the lesser amount required by that written agreement, provided that:
 - a. you promptly reimburse us for the amount of the difference between the Self-Insured Retention Amount required by written agreement and the Self-Insured Retention Amount for the applicable coverage(s) stated in Item (4) of the Declarations; and
 - b. you indemnify us for any loss, cost, expense or attorney's fees and costs incurred by us in enforcing our rights in this Subsection D.4. above.
6. If you mutually agree with us to use **Mediation** to resolve a **Claim** and the **Claim** is subsequently resolved as a direct consequence of **Mediation**, the Self-Insured Retention Amount applicable to said **Claim** shall be reduced by fifty percent (50%), subject to a maximum reduction of no more than \$25,000. In the event you owe any portion of the Self-Insured Retention Amount, it shall be paid to us within thirty (30) days following receipt of the executed, full and final release of the **Claim**.

E. Multiple Insureds and Multiple Related Claims

1. The number of **Insureds** covered by this Policy shall not operate to increase either our Limits of Liability or **Legal Expense** set forth in Item (3) or Item (4) of the Declarations, or as set forth in SECTION II - SUPPLEMENTAL COVERAGES, notwithstanding any other provision of this Policy.
2. Two or more **Claim(s)** against one or multiple **Insureds**, **Rectification Expense** indemnified for one or multiple **Insureds**, or **Protective Claim(s)** made by one or multiple **Insureds**, for **Professional Loss**, **Rectification Expense** or **Protective Loss** based upon or arising out of the same, related, repeated or continuous negligent act, error or omission shall be treated as a single **Claim**, subject to:
 - a. a single Limit of Liability;

- b. a single Self-Insured Retention Amount; and
- c. shall not operate to increase either our Limits of Liability or **Legal Expense** set forth in Item (3) or Item (4) of the Declarations.

All such **Claim(s)**, **Rectification Expense** or **Protective Claim(s)**, whenever made, shall be considered first made on the date the earliest such **Claim**, **Rectification Expense** or **Protective Claim** was first made, or incurred and only a policy providing coverage for the earliest **Claim(s)**, incurred **Rectification Expense** or **Protective Claim(s)** shall afford coverage.

If more than one coverage applies to the whole or a part of any **Claim(s)**, **Rectification Expense** or **Protective Claim(s)** treated as a single **Claim** pursuant to this section, then the each negligent act, error or omission Limit of Liability for the entirety of that single **Claim** and the applicable Self-Insured Retention Amount for that single **Claim** shall be those set forth in Items (4) A.1. Professional Liability Coverage, A.2. Rectification Expense Coverage, or A.3. Protective Loss Coverage of the Declarations for the applicable coverage with the largest each negligent act, error or omission Limit of Liability and Self-Insured Retention Amount.

If more than one applicable coverage has the same each negligent act, error or omission Limit of Liability, but have different Self-Insured Retention Amounts, then the largest Self-Insured Retention Amount shall apply to that single **Claim**.

- 3. Two or more **Claim(s)** against one or multiple **Insureds**, **Emergency Remediation Expense** indemnified for one or multiple **Insureds**, or **Pollution Protective Claim(s)** made by one or multiple **Insureds**, for **Pollution Loss**, **Emergency Remediation Expense** or **Pollution Protective Claim(s)** arising out of the same, related, repeated or continuous **Pollution Condition** shall be treated as a single **Claim**, subject to:

- a. a single Limit of Liability;
- b. a single Self-Insured Retention Amount; and
- c. shall not operate to increase either our Limits of Liability or **Legal Expense** set forth in Item (3) or Item (4) of the Declarations.

All such **Claim(s)**, **Emergency Remediation Expense** or **Pollution Protective Claim(s)**, whenever made, shall be considered first made on the date the earliest such **Claim(s)**, **Emergency Remediation Expense** or **Pollution Protective Claim(s)** was first made and only the policy providing coverage for the earliest **Claim(s)**, **Emergency Remediation Expense** or **Pollution Protective Claim(s)** shall afford coverage.

If more than one coverage applies to the whole or a part of a **Claim(s)**, **Pollution Protective Claim(s)** or **Emergency Remediation Expense** treated as a single **Claim** pursuant to this section, then the each Pollution Condition Limit of Liability for the entirety of that single **Claim** and the applicable Self-Insured Retention Amount for that single **Claim** shall be those set forth in Items (4) B.1. Job Site Coverage - Occurrence, B.2. Transportation Coverage, B.3. Emergency Remediation Expense, B.4. Pollution Protective Loss Coverage, B.5. Non-Owned Disposal Site Coverage, and B.6. Your Location Coverage of the Declarations for the applicable coverage with the largest each **Pollution Condition** Limit of Liability.

If more than one applicable coverage has the same each **Pollution Condition** Limit of Liability, but has different Self-Insured Retention Amounts, then the largest Self-Insured Retention Amount shall apply to that single **Claim**.

F. Exhaustion of Applicable Limit of Liability

Once an applicable Limit of Liability set forth in Item (3) or Item (4) of the Declarations, or set forth in SECTION II - SUPPLEMENTAL COVERAGES, has been exhausted, we have no obligation to:

1. defend or continue to defend any **Claim** by paying **Legal Expense**; or
2. pay any **Professional Loss, Rectification Expense, Protective Loss, Pollution Loss, Emergency Remediation Expense, Pollution Protective Loss**, SECTION II - SUPPLEMENTAL COVERAGES, or any other amounts under this Policy.

G. Insurance Under Multiple Policies

1. Notwithstanding anything to the contrary in this Policy or any other policy issued by us or an entity affiliated with us, under no circumstances shall more than one policy issued to you by us or an entity affiliated with us apply to any **Professional Loss, Rectification Expense, Protective Loss, Pollution Loss, Emergency Remediation Expense** or **Pollution Protective Loss** that:
 - a. arise(s) out of the same, related, repeated or continuous act(s), error(s) or omission(s) in rendering or failing to render **Professional Services** or **Design Professional Services**; or
 - b. arise(s) out of the same, related, repeated or continuous **Pollution Condition(s)**; or
 - c. arise(s) out of **Bodily Injury, Property Damage, Environmental Damage** or other injury, damage or loss that occurs or continues through more than one policy period of two or more policies (including this Policy) issued by us or an entity affiliated with us.
2. If the **Bodily Injury, Property Damage, Environmental Damage** or other injury, damage or loss arises out of a **Pollution Condition(s)**, then the only policy that shall respond to any resulting **Professional Loss, Rectification Expense, Protective Loss, Pollution Loss, Emergency Remediation Expense** or **Pollution Protective Loss** is the first policy in effect when the first exposure to the **Pollution Condition(s)** occurs.

However, if the date of the first exposure to the **Pollution Condition(s)**:

- a. occurs prior to the first day of the policy period of the first policy issued by us or an entity affiliated with us, or
- b. cannot be determined,

then the first exposure to the **Pollution Condition(s)** shall be deemed to have occurred only on the first day of the policy period of the first policy issued by us or an entity affiliated with us.

3. If the **Bodily Injury, Property Damage, Environmental Damage** or other injury, damage or loss arises out of something other than a **Pollution Condition**, then the only policy that shall respond is the policy in effect when the actual or alleged negligent act(s), error(s) or omission(s) in rendering or failing to render **Professional Services** or **Design Professional Services** was first reported to us or an entity affiliated with us.

SECTION VI – OPTIONAL EXTENDED REPORTING PERIOD

- A. SECTION VI – OPTIONAL EXTENDED REPORTING PERIOD only applies to insurance afforded by this Policy under SECTION I - INSURING AGREEMENTS, A.1. Professional Liability Coverage, A.3. Protective Loss Coverage, B.2. Transportation Coverage, B.5. Non-Owned Disposal Site Coverage and B.6. Your Location Coverage.

1. In the event of non-renewal or cancellation of this Policy by the **First Named Insured**, the **First Named Insured** may purchase an Optional Extended Reporting Period of up to three (3) years, for an additional premium of not more than one hundred percent (100%) of the total premium for this Policy, commencing on the last day of the **Policy Period**. The ninety (90) days of additional reporting, if applicable, will be merged into the Optional Extended Reporting Period and is not in addition to the Optional Extended Reporting Period.
2. The **First Named Insured** must request the purchase of the Optional Extended Reporting Period in writing to us within thirty (30) days following the termination of this Policy and pay the premium to us promptly when due.
3. If purchased, this extension applies to:
 - a. a **Claim** or **Protective Claim** first made against you or by you, as applicable, during the **Policy Period** and reported by you to us, in writing, during the Optional Extended Reporting Period, and that is otherwise covered by this Policy; and
 - b. a **Claim** or **Protective Claim** first made against you or by you, as applicable, and reported by you to us, in writing, during the Optional Extended Reporting Period, and that is otherwise covered by this Policy. For the purpose of this section, the **Claim** or **Protective Claim** shall be deemed to have been made against you or by you, as applicable, on the last day of the **Policy Period**.
4. Notwithstanding anything to the contrary above, the Optional Extended Reporting Period does not apply where:
 - a. this Policy is terminated for fraud, misrepresentation or non-payment of premium or cancelled on any ground set forth in Subsections 2.a., 2.b. or 2.c. of SECTION VIII - CONDITIONS, D. Cancellation; or
 - b. you have obtained other insurance from an entity other than us or our affiliate, effective after the end of the **Policy Period**, where such other insurance applies in whole or in part, to your professional liability, contractor's liability or pollution legal liability.
5. The Optional Extended Reporting Period granted hereunder shall be subject to all the terms and conditions of this Policy and shall only apply to **Claim(s)** or **Protective Claim(s)** based upon or arising out of the performance of **Professional Services**, **Design Professional Services** or **Contracting Services** prior to the cancellation or non-renewal of this Policy, and that are otherwise covered by this Policy.
6. The Optional Extended Reporting Period shall be non-cancellable. At the commencement of the Optional Extended Reporting Period, the entire premium shall be considered one hundred percent (100%) fully earned.
7. The Limits of Liability applicable to the Optional Extended Reporting Period shall be the Limits of Liability remaining under the terminated policy.
8. The quotation of different terms and conditions by us and the **First Named Insured's** choice not to accept those quoted terms and conditions shall not be construed as non-renewal of this Policy.

SECTION VII - REPORTING, DEFENSE, SETTLEMENT AND COOPERATION

A. Duties

As a condition precedent to the coverage hereunder:

1. You must notify us of each of the following, as soon as practicable:
 - a. a **Claim, Protective Claim or Pollution Protective Claim**;
 - b. **Bodily Injury or Property Damage** that may result in a **Claim, Protective Claim or Pollution Protective Claim**;
 - c. an act, error or omission in **Professional Services** that may result in a **Claim, Rectification Expense or Protective Claim**;
 - d. a **Pollution Condition**; and
 - e. **Remediation Expense**.
2. You must forward to us or to any of our authorized agents all demands, notices, summonses, legal papers or orders received by you or your representative as soon as practicable.
3. You must provide to us, whether orally or in writing, notice of the particulars including the time, place and circumstances thereof, of the **Claim**, act, error or omission in **Professional Services or Design Professional Services, Protective Claim, Pollution Condition, Pollution Protective Claim, Bodily Injury, Property Damage or Remediation Expense**, along with the names and addresses of any injured persons and witnesses. In the event of oral notice, you must furnish to us a written notice of the above of such particulars as soon as practicable.

Notice, whether orally or in writing, must be provided to us when a **Protective Claim or Pollution Protective Claim** is initiated.
4. You must cooperate with us and upon our request submit to examination under oath by a representative of us, if required, and attend hearings, depositions and trials and assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and otherwise cooperate in the investigation or defense of the **Claim**, and the maintenance and pursuit of, and recovery of monies in connection with the **Protective Claim and Pollution Protective Claim**. You must further cooperate with us and do whatever is necessary to secure and affect any rights of indemnity, contribution, apportionment or subrogation that you or we may have.

B. Prior Consent Required

As a condition precedent to the coverage hereunder:

No costs, charges or expenses, within the Self-Insured Retention Amount or otherwise, shall be incurred, nor payments made, obligations assumed or remediation commenced or undertaken without our prior written consent which, shall not be unreasonably withheld.

This provision does not apply to SECTION I - INSURING AGREEMENTS, B.3. Emergency Remediation Expense Coverage.

C. Defense

We have the right and the duty to defend, including the right to select counsel for, any **Claim** against you seeking **Professional Loss** or **Pollution Loss** to which, this insurance applies, even if any of the allegations are groundless, false or fraudulent. However, we have no duty to defend any **Claim** against you to which, this insurance does not apply. If we exercise such right set forth above, you must promptly reimburse us for any payments made by us within the Self-Insured Retention Amount, if any. We shall have the right, but not the duty, to defend an **Insured** against any **Claim** seeking damages for **Professional Loss** or **Pollution Loss** that is within the Self-Insured Retention Amount.

D. Consent to Settle

As a condition precedent to the coverage hereunder:

You shall not admit liability with respect to, or settle, any **Claim**, **Protective Claim** or **Pollution Protective Claim** without our prior written consent.

If we recommend a monetary settlement of a **Claim**:

1. for an amount within the Self-Insured Retention Amount, and you refuse to settle for such recommended amount, we shall not be liable for any **Professional Loss**, **Rectification Expense** or **Pollution Loss**, in excess of the Self-Insured Retention Amount; or
2. for a total amount in excess of the Self-Insured Retention Amount, and you refuse to settle for such recommended amount, our liability for **Professional Loss**, **Rectification Expense** or **Pollution Loss** or for any amount, for which, coverage is or may be applicable, shall be limited to such recommended amount plus the **Legal Expense** incurred as of the date we recommended such settlement amount that exceeds the Self-Insured Retention Amount, but falls within the Limits of Liability.

E. Circumstance Reporting

If during the **Policy Period**, the **Named Insured** first becomes aware of an actual or alleged negligent act, error or omission in **Professional Services** or a **Pollution Condition**, that the **Named Insured** reasonably believes may result in a **Claim** (hereafter referred to as a "Circumstance") that this Policy may apply, the **Named Insured** may provide written notice, of the actual or alleged negligent act, error omission in **Professional Services** or the **Pollution Condition**, to us during the **Policy Period**.

Any such Circumstance that subsequently becomes a **Claim** made against the **Named Insured** and reported to us, in writing, shall be considered to have been first made and reported during the **Policy Period** and shall be subject to all of the terms and conditions of this Policy.

As a condition precedent to the rights afforded to the **Named Insured** under this Subsection E., such written notice to us of a Circumstance shall contain all of the following information:

1. the date and details of all actual and alleged negligent acts, errors or omissions in **Professional Services** that took place, along with the specific nature, date and extent of any injury or damage that has been sustained;
2. the date and details of the **Pollution Condition** and the **Contracting Services** that may have caused such condition;
3. copies of any agreements that have been entered into by the **Named Insured** that are related to the **Professional Services** or **Contracting Services**; and
4. details explaining how the **Named Insured** first became aware of the Circumstance.

We shall determine, in our sole discretion, whether the **Named Insured's** written notice satisfies the condition precedent above.

SECTION VIII - CONDITIONS

A. Action Against Company

No action shall lie against us unless, as a condition precedent thereto:

1. you have fully complied with all of the terms of this Policy; and
2. the amount you are obligated to pay has been finally determined either by judgment against you after actual trial or by your written agreement, the claimant and us.

Any person or entity that has secured such judgment or entered into such written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join us as a party to any action against you to determine your liability, nor shall we be brought into such action by you or your legal representative.

B. Assignment

This Policy cannot be assigned without our prior written consent. Such consent shall not be unreasonably withheld or delayed.

C. Bankruptcy or Insolvency

Your bankruptcy or insolvency, or of your estate, shall not relieve us of any of our obligations under this Policy.

D. Cancellation

The following with regards to cancellation apply to this Policy:

1. Cancellation by the First Named Insured:

This Policy may be cancelled by the **First Named Insured** by mailing to us written notice stating when thereafter the cancellation shall be effective. The mailing of such notice must be sent certified mail, return receipt requested or by electronic mail. The effective date and time of cancellation stated in the written notice shall become the end of the **Policy Period**.

The Minimum Earned Premium for this Policy shall be the percentage stated in Item (7) of the Declarations of the total premium for this Policy. This means that such percentage of the total premium is fully earned by us on the inception of the **Policy Period**. The **First Named Insured** is not entitled to any return of the Minimum Earned Premium upon cancellation.

If the Minimum Earned Premium is less than one hundred percent (100%) of the total premium for this Policy, and the **First Named Insured** cancels this Policy, then the amount of premium returnable after the minimum premium earned is retained by us shall be computed in accordance with the customary short-rate table and procedure.

2. Cancellation by Us:

This Policy may be cancelled by us by mailing to **the First Named Insured** at the address shown in Item (1) of the Declarations, written notice stating when not less than ninety (90) days thereafter [or fifteen (15) days for non-payment of premium] such cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice of cancellation. The effective date and time of cancellation stated in the written notice shall become the end of the **Policy Period**.

We may cancel this Policy at any time, but only for the following reasons:

- a. you made a material misrepresentation that affects our assessment of the risks insured by this Policy;
- b. you breached or failed to comply with Policy terms, conditions, contractual duties or any of your obligations under this Policy or at law; or
- c. you failed to pay the premium or the Self-Insured Retention Amount.

If we cancel this Policy for reasons set forth in Subsections 2.a. or 2.b. above, then the amount of premium returnable to the **First Named Insured** is computed on a pro-rata basis. If we cancel the Policy for reasons set forth in Subsection 2.c. above, there shall be no return premium.

In the event of cancellation by us from any ground referred to in Subsection 2.b. above, you shall have ninety (90) days from the date of notice of cancellation to remedy each breach and each failure that is a ground for cancellation, but only as to each and every breach and failure that are capable of being remedied. If your remedial efforts are completed within such ninety (90) day period and are satisfactory to us, we shall rescind the Notice of Cancellation with a written confirmation to the **First Named Insured**.

3. The following provisions also apply to Subsections D.1. and D.2. above:

- a. The premium adjustment shall occur as soon as practicable after cancellation becomes effective however, payment of unearned premium is not a condition of our cancellation.
- b. If a **Claim** for **Professional Loss** or **Pollution Loss** is made against you, a **Pollution Condition** is discovered, a **Protective Claim** or **Protective Pollution Claim** is made by you against a **Design Professional** or **Subcontractor**, or coverage is otherwise requested from us by you, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or the Optional Extended Reporting Period, then the premium shall be considered one hundred percent (100%) earned, and the **First Named Insured** is not entitled to any return of premium upon cancellation.
- c. If this Policy is terminated for fraud, misrepresentation or non-payment of premium, the ninety (90) days of additional reporting will not apply.

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Policy or estop us from asserting any right under the terms of this Policy. The terms and conditions of this Policy cannot be waived or changed, except by endorsement issued by us to form a part of this Policy.

F. Choice of Law and Jurisdiction and Venue

All matters arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

It is agreed that, in the event of any dispute arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, we and the **Insured** will submit to the jurisdiction of any court (state or federal) in New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the right of us or the

Insured to remove an action to the United States District Court, regardless of the jurisdiction in which, an action is commenced.

G. Declarations and Representations

By acceptance of this Policy, you agree that the statements, declarations and information contained in the Application, submitted for this Policy and executed by you, and any other supplemental materials submitted to us are:

1. true, correct and complete;
2. such statements and information are material to our underwriting of this Policy;
3. that this Policy has been issued by us in reliance upon the truth, correctness and completeness of such statements, declarations and information, and
4. the Application, submitted for this Policy and executed by you, and any other supplemental materials submitted to us are incorporated in and made part of this Policy.

H. Design Professional's Insurance

You shall require that each **Design Professional**, with whom you enter into a written agreement, carry professional liability insurance.

I. Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of this Policy.

J. Inspection and Audit

We shall be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of your books, records, services, properties and activities at any time, as far as they relate to the subject matter of this Policy.

Neither our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, neither constitutes an undertaking to determine or warrant that property or operations are safe, healthful, or conform to acceptable engineering practice, or are in compliance with any law, rule or regulation. Any inspections shall be coordinated through the broker or agent of the **First Named Insured**.

K. Other Insurance

Unless expressly stated to the contrary, this Policy is excess over the Self-Insured Retention Amount and any other valid and collectible insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to this Policy Number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we shall have no duty to defend the **Claim**; if the other insurance does not defend the **Claim**, we shall have the right, but not the duty to defend the **Claim**.

With regard to SECTION I - INSURING AGREEMENTS, B. Pollution Coverages, when you are required by written agreement, executed prior to the first commencement of the **Pollution Condition**, to include any person or entity as an additional **Insured**, such coverage shall be provided on a primary and non-contributory basis to the extent required by the written agreement.

L. Severability

Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom a **Claim** is made.

M. Sole Agent

The **First Named Insured** shall act on behalf of all **Insureds** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in SECTION VI – OPTIONAL EXTENDED REPORTING PERIOD.

N. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery against any person or entity and you will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost of recovery shall be paid to you. You shall do nothing at any time to prejudice our subrogation rights.

However, we waive our right of recovery against any person or entity, except for a **Design Professional or Subcontractor**, including **Subcontractors** and subconsultants, if and to the extent you agreed to waive your right of recovery against such person or entity in a written agreement signed by you prior to:

1. the negligent act, error or omission in **Professional Services** out of which the **Claim** or request for **Rectification Expense** arises under SECTION I - INSURING AGREEMENTS, A. Professional Coverages; or
2. the first commencement of a **Pollution Condition** out of which the **Claim** or request for **Emergency Remediation Expense** or **Pollution Loss** arises under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages.

O. Territory

This Policy applies to **Professional Services** and **Contracting Services** rendered worldwide, provided that the **Claim**, **Protective Claim** or **Pollution Protective Claim** is first brought, and at all times maintained, within the United States of America (including its territories and possessions), and Canada.

This Policy does not apply to any **Claim**, **Protective Claim** or **Pollution Protective Claim** for which, payment would be in violation of the laws of the United States of America including, but not limited to, United States economic or trade sanction laws or export control laws administered by the United States Treasury, State, and Commerce Departments, for example the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

**PERSON OR
ORGANIZATION:**

**ANY PERSON OR ORGANIZATION
(CONTINUED ON IL T8 03)**

ADDRESS:

(CONTINUED ON IL T8 03)

**MINNEAPOLIS
MN
55414**

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED
RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVED SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR

ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

**PERSON OR
ORGANIZATION:** SEE EU T8 01

ADDRESS: SEE EU T8 01
SEE EU T8 01 MN 55414

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

POLICY NUMBER: **UB-8K063715-21-I2-G**

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

| Name and Address of Designated Persons or Organizations: | Number of Days Notice |
|---|------------------------------|
| ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: | 30 |

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____



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

Extension of Bid Sign-Off Form

Extension of Bid

Prior to an extension 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 signed letter from the vendor agreeing to the extension of bid under the same terms, conditions, and prices.
- A memo from your department's commissioner/mayor requesting the extension of bid be placed on Commissioner Franck's agenda; and
- A copy of the page from the previous year's bid showing the bid can be extended; 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 continues to meet 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 Extension of Bid: Department of Public Works


Item Being Extended: Laboratory Services

Vendor Who Won the Bid: CNA Environmental, LLC (n/k/a Pace Analytical Services, LLC)

Budget Line Item: F3638334-54708

Budget Line Item: A3638144-54708

Commissioner of Public Works: Please add to the April 5, 2022 City Council Agenda, the bid award for Laboratory Services to Pace Analytical Services, LLC



Commissioner of Public Works

3/29/2022

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.**



City of Saratoga Springs
Department of Public Works
474 Broadway
Saratoga Springs, NY 12866
(518) 587-3550

Anthony J. Scirocco
Commissioner

Joseph J. O'Neill, III
Deputy Commissioner

Michael Veitch
DPW Business Manager

Ethan Einwohner
CNA Environmental, LLC
27 Kent St, Suite 102
Ballston Spa, NY 12020

Dear Mr. Einwohner:

The instructions of the bid for Laboratory Services (2020-06), provide an option to extend the contract for an additional one (1) year period. Please complete the section at the bottom of this letter and return the entire letter as soon as possible.

Sincerely,

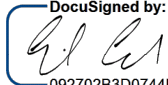
Barbara Maughan
DPW Purchasing Coordinator

Please check one

☒ CNA Laboratory Services agrees to extend the contract prices for Laboratory Services (2020-06), for an additional one (1) year period. The extended contract period would run from March 18, 2022 through March 31, 2023.

☐ CNA Laboratory Services would like to terminate the contract for Laboratory Services (2020-06), at the end of the current contract period (March 18, 2022).

DATE 3/10/2022

DocuSigned by:

092702B3D0744D2...
Signature _____

Name & Title Ethan Einwohner

Signature on Behalf of Pace Analytical Services, LLC

DATE _____

Signature _____

Name & Title Director of Sales



March 1, 2022

To Whom It May Concern:

Pace Analytical Services, LLC (PACE) is excited to announce the acquisition of CNA Environmental, LLC in Ballston Spa, New York effective March 1st, 2022.

March 1, 2022, all invoices will be generated from PACE. All payments for any invoice generated before or after March 1, 2022, should be mailed to the address below.

Pace Analytical Services, LLC
P.O. Box 684056
Chicago, IL 60695-4056

If you currently pay by ACH/Wire Transfer or are interested in paying by ACH/Wire Transfer, please email Michelle.Nisbit@Pacelabs.com or call 612-607-6414.

The mailing address for all other correspondence is:

Pace Analytical Services, LLC
27 Kent St. Suite 102
Ballston Spa, 12020
518-884-0800

To provide you with the best service, we're pleased to inform you that the staff from CNA Environmental, LLC will be transitioning over to PACE to service customers at the Ballston Spa, New York facility. They are available to answer any questions you have regarding the transition to PACE. Feel free to contact your current project manager, listed below:

Project managers contact information:

Diane Streit – Lead Technical Director/Project Manager -518-884-0800 x 403
Jennifer Kerr- Deputy Quality Control/Project Manager – 518-884-0800 x 415
Cassandra Jasper-Sample Coordinator/Project Manager -518-884-0800 x 407

We have attached a copy of our W-9 for your convenience. If you have questions about this letter or attachments, please do not hesitate to e-mail me at Stacy.McClintock@pacelabs.com.

Sincerely,

Stacy McClintock
Controller

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.

13. EVALUATION PROCESS

After the bid opening, each bidder's proposal will be screened for completeness and conformance with requirements for 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 requirements of the City shall be evaluated first on technical information (i.e. operational plan, company background, staffing & personnel biographies, relevant experience, references) and then on the cost proposal.

14. 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 shall receive by mail a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to 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 its best interest.

All changes in the award contract effecting price and time must be brought to City Council for approval.

The City reserves the right to extend the contract for three (3), one (1) year terms from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor.

15. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Preference may be given to MWBE businesses.

16. AMERICANS WITH DISABILITY 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, accommodations will be provided to allow individuals with disabilities to participate in all services, programs and activities.

17. CIVIL RIGHTS

The City of Saratoga Springs, New York, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will 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.

Zimbra**lisa.ribis@saratoga-springs.org**

Re: Bid Extension

From : Stefanie Richards <stefanie.richards@saratoga-springs.org>

Fri, Apr 15, 2022 12:21 PM

 2 attachments

Subject : Re: Bid Extension

To : Lisa Ribis <lisa.ribis@saratoga-springs.org>

Cc : Marilyn Rivers <marilyn.rivers@saratoga-springs.org>,
Michael Veitch <michael.veitch@saratoga-springs.org>,
rachael capasso <rachael.capasso@saratoga-springs.org>,
Barbara Anthony <barbara.maughan@saratoga-springs.org>

Good afternoon,

Purchasing requirements have been met with approval form Tony Izzo on the actuation of CNA.

Thanks

From: "Barbara Anthony" <barbara.maughan@saratoga-springs.org>

To: "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>, "Stephanie Richards" <stefanie.richards@saratoga-springs.org>, "Lisa Ribis" <lisa.ribis@saratoga-springs.org>

Cc: "Michael Veitch" <michael.veitch@saratoga-springs.org>, "rachael capasso" <rachael.capasso@saratoga-springs.org>

Sent: Wednesday, March 30, 2022 1:39:47 PM

Subject: Bid Extension

Hello-

Please see attached for inclusion on the April 5 City Council agenda.

If you have any questions let me know.

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>

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.

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 **Pace COI 08.01.22.pdf**
2 MB

 **Bid Extension Form.pdf**
1 MB

Zimbra

lisa.ribis@saratoga-springs.org

Re: Bid Extension

From : Marilyn Rivers <marilyn.rivers@saratoga-springs.org> Fri, Apr 15, 2022 12:26 PM
Subject : Re: Bid Extension  2 attachments
To : Lisa Ribis <lisa.ribis@saratoga-springs.org>
Cc : Michael Veitch <michael.veitch@saratoga-springs.org>, rachael capasso <rachael.capasso@saratoga-springs.org>, Barbara Anthony <barbara.maughan@saratoga-springs.org>, Stefanie Richards <stefanie.richards@saratoga-springs.org>, Stacy Connors <stacy.connors@saratoga-springs.org>

Risk and Safety approves the Bid Extension and asks Commissioner Moran's consideration for inclusion of this item for his 041922 agenda.

Sent from my iPhone

On Apr 15, 2022, at 12:21 PM, Stefanie Richards <stefanie.richards@saratoga-springs.org> wrote:

Good afternoon,

Purchasing requirements have been met with approval form Tony Izzo on the actuation of CNA.

Thanks

From: "Barbara Anthony" <barbara.maughan@saratoga-springs.org>
To: "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>, "Stephanie Richards" <stefanie.richards@saratoga-springs.org>, "Lisa Ribis" <lisa.ribis@saratoga-springs.org>
Cc: "Michael Veitch" <michael.veitch@saratoga-springs.org>, "rachael capasso" <rachael.capasso@saratoga-springs.org>
Sent: Wednesday, March 30, 2022 1:39:47 PM
Subject: Bid Extension

Hello-

Please see attached for inclusion on the April 5 City Council agenda.

If you have any questions let me know.

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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 **PaceCOI08.01.22.pdf**
2 MB

 **BidExtensionForm.pdf**
1 MB



MEG KELLY
MAYOR

MICHELE D. CLARK-MADIGAN
COMM. OF FINANCE

ANTHONY SCIROCCO
COMM. OF PUBLIC WORKS

ROBIN DALTON
COMM. OF PUBLIC SAFETY

JOHN FRANCK
COMM. OF ACCOUNTS

City of Saratoga Springs

Request for Proposal

Laboratory Services

PREPARED BY: Department of Public Works
PREPARED FOR: Department of Public Works
February 2020

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2020-06 – Laboratory Services

Name of Bidder: CNA Environmental, LLC

RFP Opening: Tuesday, March 10, 2020 at 2:00 p.m.

AND RETURN TO:

**City of Saratoga Springs
Department of Accounts
15 Vanderbilt Avenue
Saratoga Springs, NY 12866**



Notice to Bidders

The City of Saratoga Springs, New York, will receive sealed bids for Laboratory Services. Sealed bids must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 15 Vanderbilt Avenue, Saratoga Springs, New York, 12866, by Tuesday March 10, 2020 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 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, 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. Subsequent to sixty days an offer may be withdrawn in writing. State Finance Law §163(9)(e)

The City of Saratoga Springs 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. State Finance Law §163(9)(d)

**City of Saratoga Springs
Saratoga County, New York**



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.

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 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 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 attained a bid packet or has attended a pre-bid meeting *<as applicable>*. 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.

In order to guard against premature opening of the bid documents, bids shall be enclosed in a sealed and clearly labeled envelope with the words:

RFP #: 2020-?? - Laboratory Services

Name of Bidder: CNA Environmental, LLC

Bid Opening: Tuesday, March 10, 2020 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
15 Vanderbilt Avenue
Saratoga Springs, NY 12866

4. NON-COLLUSIVE BIDDING 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 Affidavit on the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. ***Failure to submit the executed Non-Collusive Agreement at the time of bid submission may disqualify the bid submission.***

5. VENDOR CODE OF CONDUCT

Contractor must execute Vendor Code of Conduct and include the agreement with the bid response submission. ***Failure to submit the executed Vendor Code of Conduct at the time of bid submission may disqualify the bid submission.***

6. RISK AND SAFETY AGREEMENT

Bidder must execute the Risk and Safety Agreement and include the agreement with the bid response submission. ***Failure to submit the executed Risk and Safety Agreement at the time of bid submission may disqualify the bid submission.***

7. CERTIFICATE OF INSURANCE

Bidder must include a Certificate of Insurance providing proof of the required insurance as outlined in the Risk and Safety Agreement with the bid response submission. ***Failure to submit a Certificate of Insurance at the time of bid submission may disqualify the bid submission.***

8. APPRENTICESHIP PROGRAM

The City of Saratoga Springs hereby requires any contractor on a project in excess of \$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 \$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 \$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%).

9. CORRECTIONS

The bidder must initial erasures or other changes in the bid.

10. 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.**

At the time and place fixed for the opening of bids, the City shall cause to be opened and publicly read 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.

11. OPENING OF BIDS

12. 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.

13. EVALUATION PROCESS

After the bid opening, each bidder's proposal will be screened for completeness and conformance with requirements for 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 requirements of the City shall be evaluated first on technical information (i.e. operational plan, company background, staffing & personnel biographies, relevant experience, references) and then on the cost proposal.

14. 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 shall receive by mail a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to 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 its best interest.

All changes in the award contract effecting price and time must be brought to City Council for approval.

The City reserves the right to extend the contract for three (3), one (1) year terms from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor.

15. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Preference may be given to MWBE businesses.

16. AMERICANS WITH DISABILITY 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, accommodations will be provided to allow individuals with disabilities to participate in all services, programs and activities.

17. CIVIL RIGHTS

The City of Saratoga Springs, New York, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will 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.

18. SEXUAL HARRASSMENT

Every employer in the New York State is required to adopt a sexual harassment prevention policy. 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.

19. 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.



Bidders Submittal Instructions

BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED 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 Certification
- Vendor Code of Conduct
- Risk & Safety Agreement
- **Certificate of Insurance** (as outlined in Risk & Safety Agreement)
 - Including Worker's Compensation Certificate
 - Sub Contractors (if applicable) Certificate of Insurance (as outlined in Risk & Safety Agreement) Including Worker's Compensation Certificate

FAILURE TO SUBMIT RFP DOCUMENTS AS OUTLINED ABOVE MAY LEAD TO IMMEDIATE RFP DISQUALIFICATION.

Step Two: Enclose your bid in a sealed envelope marked:

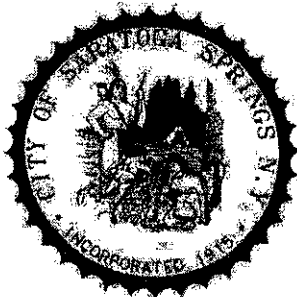
RFP #: 2020-06 – Laboratory Services

Name of Bidder: CNA Environmental, LLC

Bid Opening: Tuesday, March 10, 2020 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
15 Vanderbilt Avenue
Saratoga Springs, NY 12866**



Statement of Specifications

Laboratory 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.

Laboratories must be available twenty-four hours per day, 365 days per year to open their lab and receive test samples in the event of a public health emergency. An example of an emergency would be the presence of Total Coliform Bacteria and/or E. Coli in the City's public water supply.

Total Coliform Bacterial tests must be initiated on the **same day** that the samples are picked up. Additionally, samples taken on or before 12:00 p.m. must be picked up and delivered to the laboratory on that day. Water Treatment Plant samples must be picked up within two (1) hours of request. Only vendors within 10 miles will be considered.

Pricing is requested for the following laboratory services:

| ITEM | EST QTY | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|------|----------|--|------------|-------------|
| #1 | 425 each | Total Coliform Bacteria | \$21.00 | \$ 8925.00 |
| #2 | 5 each | Fecal Coliform Bacteria | \$38.00 | \$ 190.00 |
| #3 | 25 sets | Trihalomethanes - TTHM | \$80.00 | \$ 2000.00 |
| #4 | 25 sets | Haloacetic Acids - HAA5 | \$99.00 | \$ 2475.00 |
| #5 | 25 each | Total Organic Carbon | \$30.00 | \$ 750.00 |
| #6 | 15 each | Alkalinity | \$20.00 | \$ 300.00 |
| #7 | 5 each | Nitrate | \$28.00 | \$ 140.00 |
| #8 | 130 sets | Lead & Copper | \$33.00 | \$ 4290.00 |
| #9 | 2 sets | Radiologicals - Gross, Alpha, Radium 226 & 228 | \$419.00 | \$ 838.00 |
| #10 | 2 sets | Iron & Manganese | \$38.00 | \$ 96.00 |
| #11 | 2 sets | Synthetic Organics - SOC 1 & 2 | \$888.00 | \$1776.00 |
| #12 | 2 sets | Volatile Organic Compounds - VOC | \$82.00 | \$ 164.00 |
| #13 | 2 sets | Primary Inorganic Compounds - IOC | \$299.00 | \$ 598.00 |
| #14 | 2 sets | Secondary Inorganic Compounds IOC-Other | \$159.00 | \$ 318.00 |
| #15 | 2 each | Cryptosporidium and Giardia | N/A | N/A |
| #16 | 2 each | Flouride | \$ 27.00 | \$ 54.00 |
| #17 | 2 each | Gross Alpha | \$85.00 | \$ 170.00 |
| #18 | 2 each | Total Coliform GUIDI | \$21.00 | \$ 42.00 |

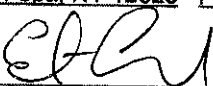
TOTAL BID IN FIGURES: \$ 23,106.00

TOTAL BID WRITTEN: Twenty-Three Thousand One Hundred Six Dollars

COMPANY NAME: **CNA Environmental, LLC**

ADDRESS: 27 Kent Street, Suite 102, Ballston Spa, NY 12020 Phone No. (518 884-0800

E-MAIL ADDRESS ethan@specifiedlabs.com

AUTHORIZED SIGNATURE: 

PRINTED NAME Ethan Einwohner

TITLE: Owner

DATE: 2/27/20



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:

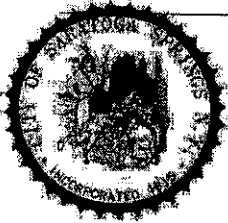
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the 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.

Signature: [Signature] Print Name: Ethan Einwohner

Title: Ownwr Date: 2/27/20

Company CNA Environmental, LLC Address 27 Kent St. Suite 102, Ballston Spa, NY 12020

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of March, 2020 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/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 vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

To promote a working relationship with the City of Saratoga Springs 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 of Saratoga Springs 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 of Saratoga Springs related projects and transactions.
- Not engage in any course of conduct with the City of Saratoga Springs 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 of Saratoga Springs any activity by a City of Saratoga Springs employee or contractor, consultant or vendor of the City of Saratoga Springs that is inconsistent with the City of Saratoga Springs Code of Ethics.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- **Legal:** Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **The City expects vendors/suppliers to respect the City's rules and procedures.**
- **The Wages & Benefits:** Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- **Health & Safety:** Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- **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.
- **Working conditions:** Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- **Right to organize:** Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- **Subcontractors:** Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers 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 are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier 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.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/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.

Signature: [Handwritten Signature] Printed name: Ethan Einwohne

Title: Owner

Date: 2/27/20

Company Name: CNA Environmental, LLC

Company Address: 27 Kent St. Suite 102, Ballston Spa, NY 12020



City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services

City Project Number RFP 2020-06 City Project Name: Laboratory Services Prevailing Wage Project No.:
City Department: D P W Department Contact Person: Barbara Maughan City Ext. 2574
Company Name CNA Environmental, LLC
Company Address 27 Kent St. Suite 102, Ballston Spa, NY 12020
Company Telephone No.: 518-884-0800 Company Fax No.: N/A
Consultant Primary Contact for This Project: Emily Grattidge Title Lead Technical Director

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, 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 & 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 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 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 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 of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs 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;
- **Excess Insurance:** Three Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions Insurance:** Two Million 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.

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, 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 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 of Saratoga Springs 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 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

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 of Saratoga Springs 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 of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant 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 Consultant's service to the public or the City of Saratoga Springs' 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 of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant 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.

Consultant, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Consultant Signature: _____

(For CNA Environmental)

Date: 2/27/20

UC



City of Saratoga Springs, NY Contract

City Project Number: OGS:PC69406
 City Project Name: Heavy Construction Equipment w/Related Accessories, Attachments and Supplies
 City Department: Public Works Department Contact Person: Barb Maughan City Ext. 2574
 Company Name: Milton Cat
 Company Street Address, City, State, Zip: 500 Commerce Dr, Clifton Park, NY 12065-1314
 Company Telephone No.: 518-877-8000/518-569-2208 Company Fax No.: _____
 Vendor and/or Service Provider Primary Contact: Keith McGovern Title: _____
 Primary Contact Email: Keith.McGovern@miltoncat.com
 Service to be Provided: Heavy Construction Equipment w/Related Accessories, Attachments and Supplies
 Remit Name (If different from above): BRIAN E. CARTER MILTON CAT SALES MANAGER
 Remit Address: 500 COMMERCE DRIVE, CLIFTON PARK, N.Y. 12065

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Heavy Construction Equipment w/Related Accessories, Attachments and Supplies, the Vendor and/or Service Provider submitted proposals dated 4/5/2022 (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 12/31/2022. 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 Keith McGovern. 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: Keith McGovern
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:

PRODUCT ONLY

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 these 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: 4/18/2022

Print Name: BRIAN E. CARTER Title: SALES MANAGER

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: 4/18/2022

Print Name: BRIAN E. CARTER

Title: SALES MANAGER

Request for Certification of Sufficient Funds

Submittal Date: 4/27/22

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: Milton CAT

Project: 930 M Wheel Loader (Quote 1 of 2 for \$171,701.54)

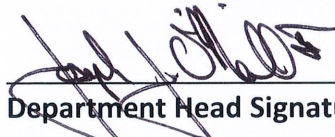
Appropriation – Current Budget Expense Org/Object/Proj(s): H3936952-52400-1080

Amount Requested for Approval: \$ 171,701.54

Current Amount Available: \$ 173,337.00

Transfer/Amendment Pending: \$

Transfer/Amendment Date:



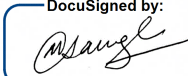
Department Head Signature



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...

4/27/2022

Commissioner of Finance

Approval Date

Request for Certification of Sufficient Funds

Submittal Date: 4/27/22

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: Milton CAT

Project: 930 M Wheel Loader (Quote 2 of 2 for \$194,701.54)

Appropriation – Current Budget Expense Org/Object/Proj(s):

| | | |
|----------------|----------------|----------------|
| H3936952-52000 | H3936952-52400 | H3936952-52000 |
| 1214 | 1080 | 1273 |

| | | |
|---|----------|-----------|
| Amount Requested for Approval: 173,337.00 | 1,635.46 | 19,729.08 |
|---|----------|-----------|

| | | |
|--------------------------------------|------------|-----------|
| Current Amount Available: 173,337.00 | 173,337.00 | 78,600.00 |
|--------------------------------------|------------|-----------|

Transfer/Amendment Pending: \$

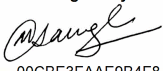
Transfer/Amendment Date:


 Department Head Signature


 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

4/28/2022

Approval Date

500 Commerce Drive
Clifton Park NY
Keith McGovern (518) 569-2208
NYS Vendor ID# 1000000018



4/5/2022

City of Saratoga Springs CAT 930M Quote 1 of 2

| | | | |
|----------|--------------------------------|----|------------|
| 541-2671 | 930M WHEEL LOADER | \$ | 236,890.00 |
| 0P-9003 | LANE 3 ORDER | \$ | - |
| 430-2943 | PREP PACK, UNITED STATES | \$ | - |
| 565-0933 | HYDRAULICS, 3V, CPLR READY, SL | \$ | 2,760.00 |
| 536-5283 | HYDRAULICS, STANDARD | \$ | - |
| 333-6850 | STEERING, STANDARD | \$ | - |
| 333-6529 | DIFFERENTIAL, OPEN REAR | \$ | - |
| 536-5320 | ENVIRONMENT, STANDARD | \$ | - |
| 525-5964 | WEATHER, COLD START 120V | \$ | 2,460.00 |
| 549-0451 | CAB, DELUXE | \$ | 4,760.00 |
| 527-0422 | ENGINE | \$ | - |
| 563-5967 | SEAT, DELUXE | \$ | 1,240.00 |
| 559-0844 | LIGHTS, AUX, LED, PREMIUM | \$ | 1,190.00 |
| 541-3067 | LIGHTS, ROADING, LED, RH | \$ | 1,020.00 |
| 372-1868 | STANDARD RADIO (12V) | \$ | 860.00 |
| 565-0908 | PRODUCT LINK, CELLULAR PL641 | \$ | - |
| 376-0828 | TIRES, 20.5R25 TI MXL * L3 | \$ | 11,320.00 |
| 366-8148 | FENDERS, STANDARD | \$ | - |
| 552-4465 | CTWT, HEAVY, 2668LBS, 5PCS | \$ | 3,120.00 |
| 491-7922 | TOOLBOX AUX | \$ | 590.00 |
| 421-8926 | SERIALIZED TECHNICAL MEDIA KIT | \$ | - |
| 530-1623 | LINES, AUX 3RD, STD LIFT | \$ | 355.00 |
| 430-2860 | RIDE CONTROL | \$ | 4,710.00 |
| 333-1425 | WARNING, BEACON, LED STROBE | \$ | 310.00 |
| 349-8165 | GUARD, POWERTRAIN, LOWER | \$ | 1,630.00 |
| 0P-0210 | PACK, DOMESTIC TRUCK | \$ | - |
| 536-5313 | QUICK COUPLER, FUSION | \$ | 4,890.00 |
| 445-4725 | JUMPER LINES, AUX 3RD, FUSION | \$ | 675.00 |
| 345-2424 | BUCKET-GP, 3.2 YD3, FUS | \$ | 9,708.00 |
| 345-2758 | CUTTING EDGE, BOLT ON, 4 PIECE | \$ | 917.00 |
| | | | |
| | | | |

| | | |
|---|--|----------------------|
| | Caterpillar 930M List Price - - | \$ 289,405.00 |
| | NYS OGS/NJPA Contract #PC69406 Advertised Discount 24% - - | \$ (69,457.20) |
| | Caterpillar Special Discount - - | \$ (33,640.88) |
| | Caterpillar 930M Machine Price - - | \$ 186,306.92 |
| | CAT WORK TOOLS | |
| 532-8222 | CARRIAGE, PAL C3/4, 62", FUS | \$ 2,610.00 |
| 371-2360 | FORK TINE, 2.25" X 6" X 60" | \$ 1,069.00 |
| 371-2360 | FORK TINE, 2.25" X 6" X 60" | \$ 1,069.00 |
| | CAT Work Tool List Price - - | \$ 4,748.00 |
| | NYS OGS/NJPA Contract #PC69406 Advertised Discount 15% - - | \$ (712.20) |
| | Work Tool Sale Price - - | \$ 4,035.80 |
| | NON CAT WORK TOOLS | |
| | 2.7 CLAW BUCKET TINK INC | \$ 19,358.82 |
| | 930M CAT Sale Price - - | \$ 209,701.54 |
| ***Trade option | Trade of John Deere 624J serial DWZ624JZ599505 | \$ (38,000.00) |
| | 930M CAT Sale Price Including Trade- - | \$ 171,701.54 |
| <p>*Due to the current situation with Global steel costs, this quote is valid for 30 days. We'll do our best to hold the price when an order is placed, but please contact me for an updated quote if it's been longer than 30 days. Lead times are based on current demand and subject to change without notice*</p> | | |

500 Commerce Drive
Clifton Park NY
Keith McGovern (518) 569-2208
NYS Vendor ID# 1000000018



4/5/2022

City of Saratoga Springs CAT 930M Quote 2 of 2

| | | | |
|----------|--------------------------------|----|------------|
| 541-2671 | 930M WHEEL LOADER | \$ | 236,890.00 |
| 0P-9003 | LANE 3 ORDER | \$ | - |
| 430-2943 | PREP PACK, UNITED STATES | \$ | - |
| 565-0933 | HYDRAULICS, 3V, CPLR READY, SL | \$ | 2,760.00 |
| 536-5283 | HYDRAULICS, STANDARD | \$ | - |
| 333-6850 | STEERING, STANDARD | \$ | - |
| 333-6529 | DIFFERENTIAL, OPEN REAR | \$ | - |
| 536-5320 | ENVIRONMENT, STANDARD | \$ | - |
| 525-5964 | WEATHER, COLD START 120V | \$ | 2,460.00 |
| 549-0451 | CAB, DELUXE | \$ | 4,760.00 |
| 527-0422 | ENGINE | \$ | - |
| 563-5967 | SEAT, DELUXE | \$ | 1,240.00 |
| 559-0844 | LIGHTS, AUX, LED, PREMIUM | \$ | 1,190.00 |
| 541-3067 | LIGHTS, ROADING, LED, RH | \$ | 1,020.00 |
| 372-1868 | STANDARD RADIO (12V) | \$ | 860.00 |
| 565-0908 | PRODUCT LINK, CELLULAR PL641 | \$ | - |
| 376-0828 | TIRES, 20.5R25 TI MXL * L3 | \$ | 11,320.00 |
| 366-8148 | FENDERS, STANDARD | \$ | - |
| 552-4465 | CTWT, HEAVY, 2668LBS, 5PCS | \$ | 3,120.00 |
| 491-7922 | TOOLBOX AUX | \$ | 590.00 |
| 421-8926 | SERIALIZED TECHNICAL MEDIA KIT | \$ | - |
| 530-1623 | LINES, AUX 3RD, STD LIFT | \$ | 355.00 |
| 430-2860 | RIDE CONTROL | \$ | 4,710.00 |
| 333-1425 | WARNING, BEACON, LED STROBE | \$ | 310.00 |
| 349-8165 | GUARD, POWERTRAIN, LOWER | \$ | 1,630.00 |
| 0P-0210 | PACK, DOMESTIC TRUCK | \$ | - |
| 536-5313 | QUICK COUPLER, FUSION | \$ | 4,890.00 |
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| 345-2424 | BUCKET-GP, 3.2 YD3, FUS | \$ | 9,708.00 |
| 345-2758 | CUTTING EDGE, BOLT ON, 4 PIECE | \$ | 917.00 |
| | | | |
| | | | |

| | | |
|---|--|----------------------|
| | Caterpillar 930M List Price - - | \$ 289,405.00 |
| | NYS OGS/NJPA Contract #PC69406 Advertised Discount 24% - - | \$ (69,457.20) |
| | Caterpillar Special Discount - - | \$ (33,640.88) |
| | Caterpillar 930M Machine Price - - | \$ 186,306.92 |
| | | |
| | CAT WORK TOOLS | |
| 532-8222 | CARRIAGE, PAL C3/4, 62", FUS | \$ 2,610.00 |
| 371-2360 | FORK TINE, 2.25" X 6" X 60" | \$ 1,069.00 |
| 371-2360 | FORK TINE, 2.25" X 6" X 60" | \$ 1,069.00 |
| | | |
| | CAT Work Tool List Price - - | \$ 4,748.00 |
| | NYS OGS/NJPA Contract #PC69406 Advertised Discount 15% - - | \$ (712.20) |
| | Work Tool Sale Price - - | \$ 4,035.80 |
| | | |
| | NON CAT WORK TOOLS | |
| | 2.7 CLAW BUCKET TINK INC | \$ 19,358.82 |
| | | |
| | 930M CAT Sale Price - - | \$ 209,701.54 |
| ***Trade option | Trade of CAT IT 28G serial DBT01176 | \$ (15,000.00) |
| | 930M CAT Sale Price Including Trade- - | \$ 194,701.54 |
| | | |
| <p>*Due to the current situation with Global steel costs, this quote is valid for 30 days. We'll do our best to hold the price when an order is placed, but please contact me for an updated quote if it's been longer than 30 days. Lead times are based on current demand and subject to change without notice*</p> | | |

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification | Exception | Sourcewell ACCEPTS |
|------------------------|---|--|-----------------------|
| 8.11 / page 29 | Assignment of Contract | Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. * | Sourcewell accepts |
| Section Q / page 32 | Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions | Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. * | Sourcewell accepts |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: Tate L RedpathDate: 3/13/19**Sourcewell's clarification on exceptions listed above:**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.

Contract Award
RFP #032019

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature:  Patrick Kearns
(Name printed or typed)

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

COED2A139D06489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

7E42BBF817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North America Industry Manager

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

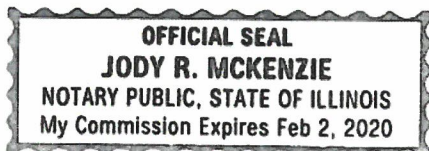
Authorized Signature: *Patrick Keane*

Authorized Name (printed): Patrick Keane

Title: North America Industry Manager

Date: 3/6/19

Notarized



Subscribed and sworn to before me this 6th day of March, 20 19

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: *Jody R. McKenzie*

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____ Caterpillar Inc. _____

Questionnaire completed by: _____ Patty Redpath _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Our dealers accept payment from members and their terms may vary. The most common term is net 30.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates **lower** than available to the general public.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

- 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
- 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
- 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
- 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

- 6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

- a) Powertrain
- b) Powertrain + Hydraulics

- c) Powertrain + Hydraulics + Technology
- d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F**. However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ **X** c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp. 19-Jun-2020)
CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp. 19-Jun-2020)
HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
N4 - Advanced Components and Technologies, Mossville (IL), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
T3 - Solar Turbines Europe S.A. - Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
T3 - Solar Turbines Inc. - Turbomachinery, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-Jul-2021)
T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
T3 - Solar Turbines Switzerland Sagl, 6595 Riazino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our “green initiatives” more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System

Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
Mapleton - 14001:2004 self-certification - issued January 2013
Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisionLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The “Cat Inspect” app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer’s ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Ante A. Redpath Date: 3/13/19

**AMENDMENT #1
TO
CONTRACT #032119-CAT**

THIS AMENDMENT is by and between **Sourcewell** and **Caterpillar Inc.** (Vendor).

Sourcewell awarded a contract to Vendor for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies effective May 13, 2019, through May 13, 2023 (Contract). Vendor implemented changes to its dealer reporting system and now wishes to modify the Contract to accurately report Administrative Fee payment calculations.

The parties wish to amend the following terms within the Contract:

1. This Amendment is effective upon the date of the last signature below.
2. Any Contract term related to calculation of Administrative Fee that is paid to Sourcewell is deleted and replaced with the following:

“Vendor will pay to Sourcewell an Administration Fee calculated at 0.33% of Caterpillar’s MSRP for each piece of equipment purchased by Sourcewell’s Participating Entities. Caterpillar will pay the Administration Fee to Sourcewell on a quarterly basis.”

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

Date: 7/12/2021 | 7:35 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO

Date: 7/12/2021 | 8:38 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Dawn Zink
Dawn Zink

Title: Caterpillar Governmental Marketing Manager

Date: 7/12/2021 | 3:32 PM CDT



SARATOGA COUNTY SOIL & WATER CONSERVATION DISTRICT

50 West High Street, Ballston Spa, New York 12020

(518) 885-6900

clerksaratogaswcd@gmail.com

Tire Recycling Program

Thursday, May 26th

4pm – 5:30pm

This Program is open to all Saratoga County residents.

Registration & proof of residency is **REQUIRED**, please register by TUESDAY, May 24th.

- Collection is on Thursday, May 26th from 4pm - 5:30pm
- Photo ID with Saratoga County address will be required at drop off
- Maximum of 10 tires per vehicle
- Tires must be:
 - Whole
 - **Clean**
 - **Passenger Car/ Passenger Truck tires only:**
 - Passenger Car/Truck Tires must be less than 20"
 - No bobcat, agricultural, loader, OTR, crawler tracks, aircraft, over-size truck (385, 425) tires, no tubes or calcium, etc.
- Payment is due at time of collection (we will not accept payment prior to drop off). Fees are as follows:
 - Tires (with or without rims) - \$5.00 each
- Payment must be made in **CASH; Exact change is very helpful.**

Drop off location:

**Behind Ballston Town Hall
323 Charlton Road
Ballston Spa, NY 12020**

BOARD OF DIRECTORS:

Janet Bartow*Victoria Garlanda*Joe Grasso*Jen Koval*Jay Matthews*Steve Ropitzky*Kevin Veitch



SPRING 2022 TIRE RECYCLING PROGRAM

REGISTRATION FORM - **PASSENGER CAR/TRUCK**

YOU MUST PRE-REGISTER & BE A SARATOGA COUNTY RESIDENT

PLEASE REGISTER BY TUESDAY, MAY 24TH COLLECTION IS SET FOR THURSDAY, MAY 26TH, 4 -5:30pm

- Photo ID with address will be required at drop off
- Maximum of 10 tires per vehicle (register early, space is limited)
- Tires must be:
 - Whole
 - **Clean**
 - Passenger car or Passenger Truck (must be less than **20"**; no semi, tractor truck, ATV, etc.); please see flyer
- Payment is due at time of collection (we will not accept payment prior to drop off). Fees are as follows:
 - All Tires (with or without rims) - \$5.00 each
- Payment must be made in **cash only (exact change is very helpful)**

Drop off location:
Behind Ballston Town Hall
323 Charlton Road
Ballston Spa, NY 12020

How to register:

- Mail the completed sheet to the Saratoga County SWCD, 50 West High Street, Ballston Spa 12020
- Email this completed form to clerksaratogaswcd@gmail.com

| TYPE | PRICE | # TIRES | TOTAL COST |
|----------------------------------|-------------|---------|------------|
| All Tires (with or without rims) | \$5.00 each | | |

- **Register online** @ <https://www.saratogacountyny.gov/departments/soil-and-water-conservation-district/>
- **Call to register 518-885-6900**

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE #: _____ E-MAIL ADDRESS: _____

AN ORDINANCE TO CREATE A NEW CHAPTER 37 OF THE CODE OF THE CITY OF
SARATOGA SPRINGS, NY ENTITLED “CIVILIAN REVIEW BOARD”

BE IT ORDAINED by the City Council of the City of Saratoga Springs, NY, as follows:

SECTION 1: A new Chapter 37 of the Code of the City of Saratoga Springs, entitled
“Civilian Review Board,” is hereby enacted to read:

CHAPTER 37

CIVILIAN REVIEW BOARD

37-1 FINDINGS AND PURPOSE

- a) The Saratoga Springs Police Department (the Department) exists to help create and maintain a safe environment for the citizens of and the visitors to our community. In order to fulfill that role, the Department must have the trust and respect of the community. The Civilian Review Board (CRB) is intended as an aid to maintaining that trust and respect.
- b) The trust and confidence of the community in its law enforcement personnel are essential for the smooth operation of the Department. The members of the Department, both sworn and civilian, are part of the community. The community as a whole relies on its trust and confidence in law enforcement as part of the foundation of a free and secure society. When that trust and confidence is drawn into question or broken, prompt, appropriate and effective procedures must be available to resolve any issues that may have arisen.

- c) Our society entrusts its police departments with extraordinary authority. An encounter with law enforcement can profoundly impact the life of the person affected, whether that person is an individual in need of assistance; a victim of or witness to criminality; or a person accused or suspected of wrongdoing. Members of law enforcement must accept that their authority is granted to them by the people they serve. Accordingly, the public is entitled to openness and transparency from the Department as an integral component of a relationship grounded in mutual trust and respect.
- d) A system that facilitates communication between the Department and the people it serves, especially when grievances arise, is essential for the maintenance of trust and confidence in the Department by the community. With this in mind, the following is ordained, established and implemented:

37-2 IMPLEMENTATION

- a) There shall be a Civilian Review Board (CRB) whose purpose is to receive, process and, whenever possible, amicably resolve grievances regarding the conduct of employees of the Department. The CRB shall also act as a vehicle for generating and expressing informed opinions relating to public policy regarding law enforcement in our City. The CRB should represent a fair cross-section of the Saratoga Springs community with regard to age, sex, sexual orientation, cultural background and socio-economic background. The members of the CRB shall be individuals of good character who must, at all times, remain unbiased and impartial regarding matters of law enforcement in our community so that the work of the CRB will be, and will be perceived as, even-handed, just, fair and proper by all stakeholders, including by members of the Department.
- b) The CRB shall consist of five (5) Members, one of whom shall be its Chair. No Member may be employed by the Department in any capacity during his or her tenure

on the CRB, and no Member may be an elected official. The Chair must have some prior experience in adjudicatory proceedings or decision-making and be capable of presiding over administrative hearings, though the Chair need not be an attorney. Members must be at least eighteen (18) years of age, must have their primary residence in Saratoga Springs, and must have resided in Saratoga Springs for at least one (1) year prior to the date of appointment, with periods of vacation, military deployment or hospitalization deemed not to constitute interruptions of continuous residence. At least one (1) Member shall be between the ages of 18 and 25 at the time of appointment. No one may serve as a Member of the CRB who has been convicted of a felony within the ten (10) years preceding the submission of an application for membership; however, a Certificate of Relief issued pursuant to the Executive Law or a Sealing Order issued pursuant to the Criminal Procedure Law shall remove this disability. No one may serve as a Member of the CRB who has been convicted of a crime involving fraud or moral turpitude within the ten (10) years preceding the submission of an application for membership.

37-3 INITIAL APPOINTMENT OF CRB MEMBERS

- a) The Chair of the CRB shall be appointed by the Mayor, subject to ratification by at least two (2) additional City Council members. The Chair shall serve a two (2)-year term. The mayor shall make the appointment of the CRB Chair first. The remaining members of the City Council shall then draw lots for the order in which they will each make one (1) of the remaining appointments. Each appointment shall be subject to ratification by at least two (2) additional City Council members. If no CRB Member between the ages of 18 and 25 shall have been appointed by the time of the appointment of the last CRB Member, the City Council member chosen to make the final appointment shall appoint an individual between the ages of 18 and 25 to serve on the CRB.
- b) Members of the CRB other than the Chair shall serve staggered three (3)-year terms. No one may serve on the CRB for more than six (6) years. When the CRB is first empaneled, the two (2) Members appointed after the Chair shall serve three (3)-year

terms; the next Member appointed shall serve an initial two (2)-year term; and the final Member appointed shall serve an initial one (1)-year term. Vacancies occurring prior to the expiration of a Member's term shall be filled for the balance of the unexpired term by the City Council member presiding over the Department whose Commissioner appointed the CRB Member whose seat is vacant, subject to ratification by at least two (2) additional City Council members. Subsequent appointments and/or re-appointments shall be made by the City Council member presiding over the Department whose Commissioner shall have appointed the CRB Member whose term of office shall have expired, subject to ratification by at least two (2) additional City Council members.

- c) The existence of an open position or positions on the CRB shall be announced as an agenda item at a regularly scheduled City Council meeting. Appointments shall be made at least thirty (30) days following the date of the City Council meeting at which the open position was announced. The City Council shall adopt an application form, to be completed and signed under oath by the applicant, which shall be publicly posted on the City website and available for public inspection and copying at the Office of the City Clerk at least ten (10) days prior to the date of the City Council meeting at which an appointment is scheduled to be made. The Chair and Members of the CRB shall file an oath of office with the Office of the City Clerk prior to the commencement of their participation on the CRB.

37-4 REMOVAL

- a) The Chair or any Member of the CRB may be removed for cause by a majority vote of the City Council at a regularly scheduled meeting of the City Council.
- b) The proposed removal of a Member of the CRB shall appear as an agenda item, with the alleged cause for removal stated in the agenda, prior to the meeting at which the proposed removal is to be considered.

37-5 FUNDING; TRAINING; ORGANIZATION

- a) The Office of the Mayor shall be responsible for providing adequate budget and training to ensure proper functioning of the CRB.
- b) The CRB shall have the authority to create forms and promulgate internal procedural rules consistent with the City Charter and City Code. Copies of any such forms and procedural rules shall be made publicly available by posting on the City website.

37-6 PROCEDURE

- a) In order for the CRB to properly investigate a complaint, the complaint should be made as soon as possible, but not more than 90 days after the incident in question. That time period may be extended for good cause shown.
- b)
 - i) Upon receiving a complaint from a resident of the City, the Department shall make a good faith effort to resolve the issue but shall immediately upon receiving the complaint, advise the complainant that s/he may, at any time, have the complaint, which shall be reduced to writing, filed with the CRB. All complaints shall be recorded in the police log and flagged there in a way to distinguish them from other entries.
 - ii) Complainants shall be given a form upon which to record their complaint. The form shall have a check box and shall state that when checked, the complaint shall be registered with the CRB. Two weeks from the date of the filing of complaints which have been filed with the CRB, a letter shall be sent to the Complainant asking if the complaint has been resolved. The letter shall contain a form which, if checked by the Complainant, shall indicate their desire to actively engage the CRB's grievance procedure, a copy of which shall be attached to the form.

- c) Once the CRB has been advised of the desire of the Complainant to actively engage the CRB, the Department shall conduct an investigation of the complaint and shall create a thorough and complete file of the investigation including all records, statements, evidence and other documents relied upon by the Department in reaching its conclusion regarding the disposition of the complaint. The Department shall identify all records in the file which it will rely upon if the matter is to proceed to an administrative hearing and shall provide copies of those records to the Complainant. The Department shall complete its investigation and compilation of records within three (3) weeks of the date when the CRB will have notified the Department in writing of the Complainant's request for the CRB's active involvement.
- d) Thereafter, should the Complainant agree, one of the Members of the CRB shall conduct a preliminary meeting between the Complainant, who may obtain representation, and a Department representative. At that time, an attempt shall be made to secure a voluntary resolution of the grievance by the CRB Member's mediation of the dispute. The Members of the CRB shall rotate mediation assignments. Where the CRB Member serving in a mediation role concludes that they have been given information during mediation which may influence their ability to serve in a neutral capacity, they shall recuse themselves from future deliberations of the CRB regarding the disposition of the grievance giving rise to the mediation. Where the parties cannot reach a voluntary settlement of the complaint, the neutral CRB Member may, at the conclusion of the mediation, decide that the grievance is so lacking in merit as to be ineligible for appeal to the next step in which case s/he shall so advise the CRB, which shall vote on whether or not the grievance should be dismissed.
- e) Where no resolution of the grievance has been obtained and the matter not declared ineligible for appeal, the CRB shall schedule an administrative due process hearing at which time the parties shall present evidence in support of their respective positions. Absent good cause shown, the Department shall be precluded from offering documentary

evidence which was not previously shared with the Complainant at the preliminary meeting.

- f) The administrative hearing shall be conducted in a manner which will satisfy the due process requirements of a proceeding held under the New York State Administrative Procedure Act, including but not limited to the swearing of witnesses and the issuance of administrative subpoenas to compel the testimony of witnesses, the production of documents, or both. The relaxed rules of evidence for an administrative proceeding, including the admissibility of hearsay, shall apply. Should circumstances warrant, the CRB shall enjoy the discretion to ask questions of its own, to allow testimony in a narrative fashion, or to employ any reasonable means of eliciting the truth without placing an undue burden on either side in the controversy. The hearing shall normally be a private proceeding; a record shall be kept, however, of all testimony adduced and all evidence presented. The parties shall cooperate to all reasonable extents at the hearing, and the CRB shall have discretion to draw an adverse inference against any party or witness who fails to cooperate reasonably with the proceeding.
- g) i) Thereafter the CRB, by majority vote, shall set forth in writing its findings of fact and its final conclusions and shall make an advisory recommendation to the Commissioner of Public Safety with regard to the disposition of the Complaint. The Conclusions and Recommendations shall be made available to the public.
- ii) Should the CRB Member who has performed the mediation at paragraph (d) recuse him- or herself from further deliberations by the CRB regarding a pending grievance, the Chair shall refrain from voting on the CRB's findings and conclusions regarding that grievance in order to prevent a tie vote. The Chair shall, however, continue to perform all other duties of the position.
- iii) In making its recommendations and releasing them publicly, the CRB shall be cognizant of prior, pending or impending legal proceedings, shall adjust the timing of the

CRB process as appropriate, and shall strive to protect information that should remain confidential.

iv) The CRB shall operate in an expeditious manner so as to reduce interference in the Department's business. While the CRB operates at arm's length from the Department, its overall purpose is to enhance the efficiency of the Department's operations by providing assurance to the public, through its oversight of the Department, that it operates in a fair and just manner.

37-7 POWERS AND DUTIES OF THE COMMISSIONER OF PUBLIC SAFETY

- a) The Commissioner of Public Safety (the Commissioner) shall have no authority to review any interlocutory procedural or substantive determination of the CRB. The Commissioner's authority over the proceedings of the CRB shall be limited to a review of and action upon the CRB's advisory Conclusions and Recommendations.
- b) The Commissioner shall be provided with the full record of any hearings which result in advisory Conclusions and Recommendations by the CRB. Within a reasonable time of receipt of the advisory Conclusions and Recommendations and record, and after having provided at least 30 days for the Complainant, the Department, or both to submit written briefs, should either or both so desire, the Commissioner shall issue a written Decision. That Decision, which shall be made available to the public, shall include a specific determination as to whether the record provides a sufficient basis for the CRB's advisory Conclusions and Recommendations as well as a specific determination as to whether the CRB's advisory Conclusions and Recommendations are in accord with the weight of the evidence admitted at the hearing. In making this latter determination, the Commissioner shall give reasonable deference to the CRB's assessment of the credibility of any witnesses who may have testified before it; however, the Commissioner retains the authority to review both factual findings and legal conclusions made by the CRB.

- c) The Commissioner's Decision shall adopt, reject, or modify the advisory Conclusions and Recommendation of the CRB. The Decision shall clearly set forth the reasons for which the advisory Conclusions and Recommendations are adopted, rejected, or modified. The Decision shall respect, whenever applicable, the strictures of any collective bargaining agreement which may limit the scope of the Commissioner's authority. For purposes of any potential judicial review of the CRB's actions under Article 78 of the Civil Practice Law and Rules, the Decision of the Commissioner shall be considered the final administrative determination.

37-8 CONSISTENCY WITH CITY CHARTER

Nothing in this Ordinance shall be read as a limitation, abridgement or infringement of any rights or powers conferred by the Saratoga Springs City Charter.

This ordinance shall take effect the day after publication as provided by the City Charter of the City of Saratoga Springs, New York.

ADOPTED:



CITY OF SARATOGA SPRINGS
CIVILIAN REVIEW BOARD
APPLICATION FOR MEMBERSHIP

Name: _____

Address: _____

Telephone: _____

Email: _____

Age: _____

Occupation: _____

Have you ever been convicted of a crime? _____

If so, please provide details, including the date, nature of the offense for which you were convicted, jurisdiction in which you were convicted, and whether you received a certificate of relief from disabilities or a sealing order:

Please provide a brief description of what experience, abilities or expertise you feel may be relevant for consideration of your application to become a Member of the Civilian Review Board. (You may attach additional information, resume, curriculum vitae, or other relevant documents).

I swear under penalty of perjury that the above statements and any attached additional information are true.

Please sign in the presence of a notary public or commissioner of deeds:
