

CITY OF SARATOGA SPRINGS

City Council Meeting



May 17, 2022

Music Hall, 3rd Floor of City Hall

: 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

06:45 PM P.H. - Amend City Code Re:
Alcohol Sales and Use

 [Print](#)

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

EXECUTIVE SESSION:

CONSENT AGENDA

1. Approval of 5/2/2022 Pre-Agenda Meeting Transcript
2. Approval of 5/3/2022 City Council Meeting Transcript
3. Approval of Temporary Outdoor Dining Permits as of 5/13/2022
4. Approve Budget Transfers - Regular
5. Approve Budget Amendments - Insurance
6. Approve Budget Amendments - Regular
7. Approve Payroll 05/06/22 \$834,168.38
8. Approve Payroll 05/06/22 #2 \$15,285.49
9. Approve Payroll 05/13/2022 \$399,753.36
10. Approve Mid-Warrant - 2022, 22MWMAY1 \$52,763.02
11. Approve Warrant 2022, 22MAY2 \$383,822.16

MAYOR'S DEPARTMENT

1. Announcement: Saratoga High School Mock Trial Team
 2. Announcement: Appointment of Chair to Ethics Board
 3. Announcement: Appointment to Community Development Citizen Advisory Committee
 4. Announcement: Summer Season Open for CDPHP Cycle
 5. Announcement: All Together Now: Arts Celebration Weekend June 2-5
 6. Announcement: June 8 Public Forum on Strategies and Response to Homelessness
 7. Announcement: Report on Status of Email Distribution to Private Parties
 8. Announcement: Civilian Review Board Procedure
 9. Discussion and Vote: Approval to Pay Invoices of \$2939 and \$4351 to Goldberger & Kremer for Legal Services
 10. Discussion and Vote: Merit for Review and Referral to Design Review Committee - Proposed Amendments 1 and 2 to UDO
 11. Discussion and Vote: Discussion and Vote: Approval of MOU Between The Department of Navy and The City of Saratoga Springs
 12. Discussion and Vote: Resolution - Title 8 (Legal Matters)
 13. Discussion and Vote: Authorization for Mayor to Sign Youth Service Project Minor Contract with the County of Saratoga
 14. Discussion and Vote: Authorization for Mayor to Sign the Co-Sponsor Agreement with Saratoga Youth Boxing Association
 15. Discussion and Vote: Authorization for Mayor to Sign the Co-Sponsor Agreement with Rock Your Fitness Boot Camp
 16. Discussion and Vote: Establish Title and Salary for Program Director in Recreation Department
 17. Set Public Hearing: Amend Capital Program and Budget for the Recreation Playground and Facilities Project utilizing Subdivision Recreation Fees
 18. Set Public Hearing: Amend Capital Program and Budget for the Recreation Skate Park Project utilizing Subdivision Recreation Fees
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ACCOUNTS DEPARTMENT

1. Discussion and Vote: Amend Chapter 61 Re: Alcohol Sales and Use
 2. Discussion and Vote: Resolution of Official City Newspaper
 3. Discussion and Vote: Authorization for Mayor to Sign Contract with New York State Industry for the Disabled (NYSID) for Design Review Scanning
 4. Announcement: Grievance Day is Tuesday, May 24, 2022
 5. Announcement: Cannabis Update
 6. Announcement: Temporary Outdoor Dining Update
 7. Set Public Hearing: Amend Chapter 136 Entitled Lodging and Eating and Drinking Establishments - Temporary Outdoor Seating Area Permits
 8. Update: Special Events
 9. Set Public Hearing: Amendment to Chapter 199A - Special Events
 10. Award of Bid: Polyaluminum Chloride to Holland Chemical
 11. Award of Bid: Geyser Crest Well #7 Construction to Layne Christensen Company
 12. Announcement: Southside Cemetery Restoration
 13. Announcement: Update: COVID and Planned City Activities
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FINANCE DEPARTMENT

1. Update: Participatory Budgeting
 2. Update: City Finances
 3. Discussion and Vote: Use of Assignment - IT Initiatives
 4. Discussion and Vote: Budget Amendment - Assignment for IT Initiatives
 5. Discussion and Vote: Authorization for Mayor to Sign Addendum 1 with Granicus for Peak Management - Updated Agenda Software
 6. Approve Budget Amendments - Benefits
 7. Discussion and Vote: Budget Transfers - Payroll
 8. Announcement: Transparency Portal on City Web - LIVE!
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PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Department of Public Works Sick Bank Request
 2. Discussion and Vote: Authorization for Mayor to Sign Contract with Alpha Boats Unlimited dba Barber Welding Inc for an Aquatic Weed Harvester and Tilt Deck Trailer
 3. Discussion and Vote: Authorization For Mayor To Sign Contract With Layne Christensen Company for the Geyser Crest Well 7 Construction Contract In the Amount Of \$99,465
 4. Discussion and Vote: Authorization for Mayor to Sign Contract with Holland for Water Treatment Plant Chemicals
 5. Announcement: Deputy Commissioner of Public Works
 6. Announcement: Water Main Distribution Pipe Replacement Project Update
 7. Announcement: Milling and Paving Schedule
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PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to sign Ricoh contract lease agreement change for DPS
 2. Discussion and Vote: Authorization for Mayor to sign Addendum 2 with Therapeutic Horses of Saratoga Inc.
 3. Discussion and Vote: Pay increase for track season Vehicle Traffic Controllers from \$10.50 per hour to \$15 per hour
 4. Discussion and Vote: Authorization for Mayor to sign Educational Agreement with Momentive Performance Materials
 5. Discussion and Vote: Authorization for Mayor to sign Agreement with Community Emergency Corps, Inc.
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SUPERVISORS

1. Matt Veitch
 1. Gas Tax Resolution
 2. Buildings & Grounds Update
 3. County Bike Routes
 4. Economic Development Funding
 2. Tara N. Gaston
 1. COVID-19 Update
 2. Gas Tax Resolution
 3. ARPA Non-Profit Funding
 4. Infant Feeding Resources
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ADJOURN

CITY OF SARATOGA SPRINGS CITY COUNCIL MEETING

PRELIMINARY AGENDA

May 2, 2022

Held at

474 BROADWAY

SARATOGA SPRINGS, NEW YORK 12866

PRESENT:

RONALD KIM, Mayor

ANGELA RELLA, Deputy Mayor

DILLON MORAN, Commissioner of

Accounts

STACY CONNORS, Deputy Commissioner of

Accounts

JAMES MONTAGNINO, Commissioner of

Public Safety

HEATHER CROCKER, Deputy Commissioner

of Finance

JASON TETU, Deputy Commissioner of

Public Safety

ANTHONY IZZO, City Attorney

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MAYOR KIM: I'm -- I'm going to
call the meeting to order, it's 10:37.
I appreciate you all being flexible --

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COMMISSIONER MORAN: I got it now.
Thank you.

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MAYOR KIM: -- with your schedule.
And this is the May 3rd pre-agenda
meeting. And just to start out where we
have several public hearings that are
still open. And the first is the -- to
amend the city code for alcohol sales
and use, I think that's with
(indiscernible) Commissioner.

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Then we have UDO Amendment 1, 2 and
3 and 4 public hearings. Excuse me.

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And then finally, the last public
hearing is the Civilian Review Board.

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Any questions or comments about the
public hearings that are scheduled for
tomorrow night?

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COMMISSIONER MORAN: Yes. If I
may, Mr. Mayor. One issue.

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We posted this announcement via the

Saratoga Springs City Council Meeting
1 local press. This document was written
2 by Tony Izzo after having met with
3 Deputy Connors and myself. This has
4 been available in the council office
5 since last week. We have done every
6 single thing required to make this --
7 this ordinance available to the public
8 for comment. It's incredibly
9 unfortunate that there are people out in
10 our community who are intent on
11 spreading lies and -- and really
12 disrupting the actions of the city
13 government. It's quite disgusting in
14 fact.

15 And I will be making a statement as
16 such at tomorrow evening's meeting
17 because we've really just had enough of
18 these lies. I can't have any more
19 people misinforming the public when it's
20 so difficult to get our message out as
21 it is with the bifurcated nature of our
22 press, of our internet, and -- and
23 trolls that are clearly out there trying
24 to subvert the actions of the city
25 government. I just needed to say that.

Saratoga Springs City Council Meeting
Thank you, sir.

MAYOR KIM: Thanks Commissioner.
Anything else about the public hearings?
Hearing none, we'll move on.

So we have the usual items, there
are no presentations in this City
Council meeting. Executive Session,
there's nothing listed.

But I am leaving open the
possibility that we'll add this to the
agenda that the City Council may want to
go into Executive Session relating to
the recommendations of the Commissioner,
the -- the -- the next Commissioner of
Public Works. So we'll add that, we
don't necessarily have to, but it -- it
may be necessary to have additional
discussions relating to that. So I am
adding that to the agenda.

On the Consent Agenda are there any
specific issues with any of the nine
items on the Consent -- I'm sorry, 15
items on the Consent Agenda?

MR. IZZO: Mayor, if I may
interject.

Saratoga Springs City Council Meeting

1 There is one item on the Consent
2 Agenda that refers to the council
3 approving the applications that have
4 been submitted for outdoor seating
5 areas. I know there's -- there are some
6 differences of opinion as to whether
7 that should be on the Consent Agenda, or
8 rather on a council member's agenda and
9 a couple of different ways to look at
10 it.

11 MAYOR KIM: And -- and let me say
12 that Tony, here's how I think we should
13 do this.

14 The Consent Agenda is what it is.
15 It is a Consent Agenda that the City
16 Council agrees should be on the Consent
17 Agenda. If any commissioner --
18 underline commissioner or deputy
19 Commissioner through the -- objects to
20 it, it should come off. Anyone. I
21 mean, I -- I -- I just think that by
22 definition is how the Consent Agenda and
23 at least my recollection of -- of past
24 City Council, that's how we dealt with
25 it. Not a staff person, a commissioner.

Saratoga Springs City Council Meeting

1 So if a commissioner is now saying
2 that there's something on here they
3 don't want on, that's fine. But I -- I
4 -- I -- I want -- we -- we have to have
5 at some level, you know. So -- so if
6 there is a commissioner that objects to
7 anything on the Consent Agenda, speak
8 now or forever hold your peace, and
9 we'll take it off, it'll be on that
10 particular agenda for a discussion and
11 vote or whatever the action is, but
12 that's how it works.

13 Okay. I don't think we can push
14 this down to staff people or other
15 people. We need to keep this at the
16 Commissioner level, the City Council.

17 So -- because ultimately, we're the
18 ones who are going to vote on these
19 issues. So I'm going to open it up. Is
20 there any items that the -- any
21 Commissioner objects to being on the
22 Consent Agenda and -- and certainly
23 we'll take it off?

24 COMMISSIONER MONTAGNINO: No
25 objections from me here.

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1 COMMISSIONER MORAN: None, sir.

2 MAYOR KIM: Anyone else? Okay. So
3 I -- I -- I do think that, you know, if
4 -- if again, a commissioner, members of
5 City Council want to object I think, you
6 know, Angela, you can weigh in or Tony,
7 I -- I think we still have time to move
8 the agenda.

9 DEPUTY MAYOR RELLA: Yes.

10 MR. IZZO: Yes.

11 MAYOR KIM: So we can do that but
12 let's -- I -- I think -- I think we all
13 agree that that should be the rule.

14 MR. IZZO: Certainly.

15 MAYOR KIM: You know, otherwise
16 we're just going to have, you know -- so
17 -- so because to me, that's what a
18 Consent Agenda means. If we're all
19 saying that should be on there, then
20 we're fine. But --

21 MR. IZZO: And -- and of course,
22 any Commissioner can move to remove an
23 item from the Consent Agenda, even at a
24 council meeting. So that's certainly
25 true.

Saratoga Springs City Council Meeting

1 MAYOR KIM: Thank you, Tony. So --
2 so happy to hear from anyone about that
3 on the Commissioner, Deputy Commissioner
4 rep. So now we can move on to the
5 Mayor's Department. We have an
6 announcement on the Saratoga High School
7 girls' gymnastic team. Angela, are they
8 coming though? Aren't -- weren't they
9 going to do -- so -- are we going to
10 move to the presentation?

11 DEPUTY MAYOR RELLA: They are
12 coming. I think there will be probably
13 about 30 people coming on their behalf.

14 MAYOR KIM: Oh.

15 DEPUTY MAYOR RELLA: I wasn't -- I
16 didn't -- I don't think they're making a
17 presentation. I think we will be
18 presenting them and thanking them. But
19 I don't think there'll be anything
20 formal, but I'll double-check.

21 KERRY HUYBEN: There'll be no
22 presentation by the gymnasts. It'll
23 just be an announcement from you, Ron.

24 MAYOR KIM: Thanks. Thanks, Kerry.

25 The next is an announcement. This

Saratoga Springs City Council Meeting
is Asian American and Pacific Islander
Heritage Month. We're going to have a
specific announcement about one
legislative initiative that we want to
support. There is right now a bill in
New York State to support, basically
encouraging school districts to have an
-- an Asian American Pacific Islander
history taught in the schools, between
high -- middle school and high school
and we're -- we'll have an announcement
about that. But we think it -- it makes
sense and would like to encourage that
as sort of a -- a way of marking May as
being Asian American History Month --
Heritage Month.

The next is just an announcement
about Saratoga Farmers Market. Their
main location as you know, we're doing
the Downtown Connector and we're just --
the construction site has -- has limited
the Saratoga Farmer's Market operating
hours. But we want to make sure that
the public is aware of that.

My next fourth item is -- is

Saratoga Springs City Council Meeting
1 National Bike Month, which coincides

2 with -- there's -- I think next week, we
3 have a bike to work day. So and --

4 DEPUTY MAYOR RELLA: Mayor, I'll
5 get you the exact date, but I think the
6 bike to work day will actually be in
7 June.

8 MAYOR KIM: Oh.

9 DEPUTY MAYOR RELLA: But I'll have
10 the -- I'll get you the exact date.

11 MAYOR KIM: Okay. Oh I thought it
12 was coming up.

13 DEPUTY MAYOR RELLA: Should be but
14 yeah.

15 MAYOR KIM: Thanks. The next is to
16 -- announcement to promote Mow May, and
17 I'm going to have a hard time saying
18 that. But the idea here --

19 COMMISSIONER MORAN: You already
20 did sir. It's -- you already did Ron,
21 it's --

22 MAYOR KIM: No more men (ph.).

23 COMMISSIONER MORAN: No Mow -- No
24 Mow May.

25 MAYOR KIM: Somehow I'm going to

Saratoga Springs City Council Meeting
1 call myself a moron that -- that night
2 and I'm -- I'm sure that will be
3 celebrated on several blogs but anyway.

4 So somehow we're going to get
5 through that item. But the idea here is
6 that this is a time when a lot of mowing
7 will -- will injure certain insects that
8 do a lot of pollination and -- and so we
9 want to support this and we're going to
10 announce this Tuesday night.

11 We're appointing a member to the
12 Complete Streets Advisory Board. This
13 is actually a reappointment of -- of
14 somebody who currently is on it.

15 And -- and also our seventh item is
16 also a reappointment of -- of somebody
17 on the Housing Authority Board.

18 The eighth item is Community
19 Development Nonprofit Grant Program.
20 This is a -- a little variation of the
21 current CDGB program. The last City
22 Council allocated in the 2022 budget
23 monies for us to establish a program to
24 support nonprofits throughout our
25 community and we're going to be

Saratoga Springs City Council Meeting
1 launching the -- the program tomorrow
2 night.

3 The -- the ninth item is a
4 discussion and vote to sign a financing
5 program with C-pace.

6 Tenth item is to -- basically the
7 tenth, 11th and -- the -- the tenth
8 through 13th items are essentially one
9 of the things to go through the
10 amendments to the UDO that -- that we've
11 put up there on our public hearing, are
12 essentially to now refer them to the
13 City and County Planning Board. And
14 we'll ask the City Council to consider a
15 -- a referral to that. That -- that's
16 typical when we're considering any
17 amendments to the UDO.

18 I am adding a 14th item, but this
19 will probably be our first item and
20 that's the discussion and vote to
21 appoint the DPW Commissioner, as I
22 indicated earlier, we may have an
23 Executive Session if the City Council
24 seeks to do that. And -- and we'll also
25 be discussing it.

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Just for the City Council members,

I have circulated the report that John Franck's committee came up with this weekend. I also want to just note one thing. We had five people basically drop everything they were doing within, you know, five days' notice to essentially work the weekend. They were here Friday fairly late, and they were here on Saturday. That is such a statement about our community that shouldn't go unnoticed. John Frank had several conversations with me over the weekend. They -- they worked hard on this very conscientious. Two of the committee members was -- were here today this morning, to basically just discuss some of their findings.

It -- it really is such a great thing that we have people that we can call upon. And I certainly want to recognize those individuals tomorrow night. However, whatever we end up deciding to do, their roles here and their ability to just work hard for us

Saratoga Springs City Council Meeting
1 as a city should -- should -- should
2 definitely be recognized.

3 So that's my agenda. I don't --
4 did I miss anything Angela?

5 COMMISSIONER MORAN: I just wanted
6 to say thank --

7 DEPUTY MAYOR RELLEA: No, you got it
8 all.

9 COMMISSIONER MORAN: -- I just
10 wanted to say thank you, Ron. I know
11 that we spoke previously, but I want
12 everyone to hear this. You know, I have
13 gotten a lot of positive feedback from
14 members of the community. You know,
15 though we've thought that this situation
16 is unprecedented and when looking at the
17 death of -- of someone in office, that
18 in fact has not happened since the
19 1950s.

20 But I don't believe -- I don't -- I
21 don't recall Ron, if it was yourself, or
22 if it was John, that was recounting to
23 me when Lou Benton stepped down, the GOP
24 ushered Tom Curley right onto the table
25 --

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1 MAYOR KIM: Yeah.

2 COMMISSIONER MORAN: -- without a
3 -- without a word spoken.

4 MAYOR KIM: Yeah, the minutes were
5 really interesting.

6 COMMISSIONER MORAN: Yeah. And --
7 and -- and what you just showed the city
8 and what you just shepherded the city
9 through, was an unparalleled
10 demonstration of transparency. I
11 applaud you for it. I think that you've
12 taken what is a horrific situation, and
13 you have brought closure for the family,
14 you have honored them appropriately.
15 And as far as this issue is concerned
16 and your tenure today, I am extremely
17 proud to be serving with you.

18 MAYOR KIM: Thanks Dill and we're
19 not done yet. So we got -- we got a few
20 -- few more -- few more blocks to -- to
21 -- to go, so -- but thank you,
22 appreciate that.

23 COMMISSIONER MONTAGNINO: I -- I --
24 I echo -- I echo Commissioner Moran's
25 sentiments entirely. Thank you Ron.

Saratoga Springs City Council Meeting

1 MAYOR KIM: Thanks. So now we can
2 move on to the Accounts Agenda.

3 COMMISSIONER MORAN: That would be
4 me, Mr. brain fog, apologize everyone.
5 I am definitely a little slow on the
6 uptake still. So please bear with me.

7 MAYOR KIM: So -- tell you what
8 Commissioner, then you're going to take
9 my fifth item and say No Mow May. Okay?

10 COMMISSIONER MORAN: I'll do that.

11 MAYOR KIM: Right. There you go.

12 COMMISSIONER MORAN: I'll do that.
13 I'll -- I'll just bring -- I'll just --
14 you will pantomime it, you -- you
15 pretend to say it --

16 MAYOR KIM: Right. Yeah -- yeah --
17 yeah.

18 COMMISSIONER MORAN: -- and I'll
19 speak it into the mic. So just a few
20 items on the Accounts Department Agenda
21 this week. There'll be a discussion
22 vote to forward the Weibel Avenue Plaza
23 commercial PUD Amendment to the City and
24 County Planning Boards for advisory
25 definite or opinions.

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1 I -- I have an announcement on the
2 grievance class during which we're going
3 to navigate from the website during the
4 committee meeting, or during the council
5 meeting to show members of the public
6 where there are resources available to
7 them, to prepare them for Grievance Day,
8 should they not be able to make the
9 grievance class itself. Again, another
10 announcement on Grievance Day.

11 Fourth item is just an announcement
12 on business milestones. You know, I
13 think it's important that we really
14 start to reflect positive messages about
15 the community. So many people are
16 trying to really wreck the reputation of
17 Saratoga right now for, you know,
18 political gain, for God knows what gain.
19 We have small independent businesses
20 that are -- that are moving through this
21 pandemic and celebrating very robust
22 milestones. And I'm speaking of things
23 five, 10, 15, 20 years. It's -- it's
24 going to be a point of mine, just to
25 make mention of those occasionally,

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1 because not everybody's in the DBA, not
2 everybody's in the Chamber of Commerce,
3 and they don't get that attention. And
4 I think we got to continue to pump out
5 positive messages. So that's all that's
6 about.

7 I'm going to give an update on
8 outdoor dining. We went from passing
9 legislation to issuing all of our
10 permits within two weeks. This is an
11 incredible success for every single
12 department. It demonstrates our ability
13 to work within this commission form of
14 government to get participation and
15 collaboration. In spite of the inherent
16 silos that exist, I'm incredibly proud
17 of the work that everybody has done and
18 incredibly appreciative of the effort
19 that they put forward.

20 Most importantly, Barbara Brindisi,
21 my Assistant City Clerk and -- and
22 Deputy Stacy Connors, but every single
23 one of you has contributed to this. And
24 I will be acknowledging that at the
25 table.

Saratoga Springs City Council Meeting

1 The last bit is an announcement on
2 an update on COVID. Obviously, I now
3 have a personal experience to speak
4 from, zero stars, do not recommend. I
5 think most other folks who have been
6 through this recognize the same thing.
7 And I feel fortunate to have been
8 vaccinated and boosted and -- and to
9 have hopefully dodged too much of a
10 bullet. But that being said, our cases
11 are climbing to (indiscernible) more
12 rapid tests in every department. And I
13 would just like to advance
14 (indiscernible) we have to be
15 participating by Zoom 'cause I'm still
16 showing symptoms. But I'd like to have
17 N95 masks available at the door when
18 people come into the meeting. I -- I
19 also want to strongly encourage everyone
20 to wear them indoors. But one point
21 that I thought that we could do within
22 the meeting room itself is keep the
23 windows open and that will at least get
24 us some air exchanges maybe that are a
25 little bit better than what that room

1 Saratoga Springs City Council Meeting
currently can do. So just some thoughts
2 for the meeting.

3 And that would conclude my agenda.
4 Unless I'm forgetting something Stacy?

5 DEPUTY CONNORS: Commissioner,
6 there is one more award of the bid
7 that's going around this morning to be
8 finalized for the AlphaBoats Weed
9 Harvester for the DPW --

10 COMMISSIONER MORAN: Oh that's
11 right. Correct. Yeah.

12 DEPUTY CONNORS: -- to add that to
13 the agenda.

14 COMMISSIONER MORAN: Thank you.
15 Yes. There is a bid coming out of DPW.
16 So that will be getting added post pre
17 agenda meeting.

18 MAYOR KIM: Thank you,
19 Commissioner. Now we'll move on, unless
20 there are any questions about the
21 Accounts Agenda? Seeing none, we'll
22 move on to the Finance Department.
23 Heather?

24 DEPUTY CROCKER: Morning everybody.
25 I'll be doing the (indiscernible) agenda

Saratoga Springs City Council Meeting
this morning.

First up, we have an update on
participatory budgeting. We're still
accepting applications. We encourage
people to get involved in this really
unique opportunity to turn tax dollars
into projects for the city.

Item number two discussion 2021
preliminary financial reports. This is
the city's fourth quarter and final
report on fiscal year 2021. Again, it's
preliminary so now we'll have the
auditors come in and make that a final
report probably sometime around
September. '21 was a decided
improvement over 2020. So that's great
news.

Number three, an update on city
finances. Revenues are strong and
things are looking good.

Item number four, discussion and
vote on a resolution for full-time non-
union employees. This is a resolution
required in order to have the authority
to pay wages and benefits to employees

Saratoga Springs City Council Meeting
1 who are not in any union, and we'll
2 simply be adding the title executive
3 assistant to the Commissioner of Finance
4 for that.

5 Number five, discussion and vote on
6 the 2020 city fees. We'll do an update
7 for the recreation department for
8 pickleball and fitness class fees.

9 Number six, discussion and vote
10 approval to reimburse IT employees for
11 \$169. This was processed after the 30-
12 day deadline.

13 Number seven, discussion and vote
14 authorization for the Mayor to sign an
15 agreement with WindStream Holdings for
16 digital city telephone access. This
17 includes the inbound City Police
18 Department calls.

19 Number eight, discussion and vote
20 on Budget Transfers payroll.

21 Where's number nine? No, I think
22 that's it. We have eight.

23 MAYOR KIM: Thanks Heather.

24 DEPUTY CROCKER: And that concludes
25 the Finance Agenda.

Saratoga Springs City Council Meeting

1 MAYOR KIM: Any questions about the
2 Finance Agenda? Great. I'm going to do
3 the Public Works Department. The first
4 item is a discussion and vote for the
5 Mayor to sign a contract with Taste
6 (ph.) Analytical Services for laboratory
7 services.

8 The second item is a discussion and
9 vote for the Mayor to sign a contract
10 with Milton Cat for construction
11 equipment and related accessories.

12 Third item is discussion and vote
13 approval for the Department of Public
14 Works to hire two part-time seasonal --
15 seasonal street department employees.
16 And my understanding, this is in the
17 budget for 2022.

18 Fourth item is a discussion and
19 vote approval for the Department of
20 Public Works to hire ten part-time
21 seasonal carousel employees and again,
22 that's all in the budget.

23 Five is a discussion and vote, it's
24 a sick -- sick bank request from the
25 Department of Public Works.

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1 Six is the announcement --

2 DEPUTY MAYOR RELLA: Excuse me
3 Mayor, you missed one. I think you
4 missed item five.

5 MAYOR KIM: Oh. Okay. Sorry,
6 reading from a different version.

7 Five is discussion and vote
8 approval for the Department of Public
9 Works to hire two part-time Canfield
10 Casino laborers.

11 Then six is the discussion and vote
12 on the sick bank request.

13 Then there's an announcement,
14 Saratoga County Spring Tire Recycling
15 Program. Another announcement is the
16 Arbor Day tree planting.

17 And the final item on the Public
18 Works Agenda is an announcement on the
19 American Public Works Association 2022
20 projects of the year. Are there any
21 questions on the Department of Public
22 Works Agenda?

23 DEPUTY MAYOR RELLA: Mayor we may -
24 -

25 COMMISSIONER MORAN: What is this -

Saratoga Springs City Council Meeting

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DEPUTY MAYOR RELLA: Oh, sorry. Go

3

ahead Commissioner.

4

COMMISSIONER MORAN: No. Go right

5

ahead Deputy

6

DEPUTY MAYOR RELLA: I -- we may be

7

adding if that award of the bid that

8

Commissioner Moran was discussing is

9

added then we may be adding another item

10

to the Department of Public Works to

11

authorize you to sign the contract.

12

MAYOR KIM: Great. Thank you.

13

Anything else?

14

COMMISSIONER MORAN: I just had --

15

yeah, I just had a question. What is

16

the sick bank request?

17

MAYOR KIM: I have not been able to

18

look at that. But we can certainly --

19

Angela do you happen to know or?

20

COMMISSIONER MORAN: Is this just

21

like -- I know that sometimes they can

22

share sick --

23

MAYOR KIM: That -- that --

24

COMMISSIONER MORAN: -- the

25

employees can --

Saratoga Springs City Council Meeting

1 MAYOR KIM: That's (indiscernible).

2 DEPUTY TETU: Commissioner.

3 COMMISSIONER MORAN: Is that what
4 it is. Got you. Okay. I don't need --

5 DEPUTY TETU: Commissioner, that's
6 what they -- they usually happen to be
7 when (indiscernible) the agenda is that
8 there's a transfer of sick time from one
9 employee into a bank that others can
10 draw from at a later time. That's
11 historic --

12 DEPUTY MAYOR RELLEA: Yes -- Yes.
13 So we have the employee number. We
14 don't have the name obviously, so.

15 COMMISSIONER MORAN: No, that's
16 great.

17 DEPUTY MAYOR RELLEA: But it's -
18 it's somebody drawing from it.

19 COMMISSIONER MORAN: I was just
20 curious to what it was.

21 DEPUTY MAYOR RELLEA: Yeah.

22 COMMISSIONER MORAN: I appreciate
23 that. Thank you.

24 MAYOR KIM: Any -- any other
25 questions or comments? Seeing --

1 Saratoga Springs City Council Meeting
hearing none. We can move on to the
2 Public Safety Department and
3 Commissioner Montagnino.

4 COMMISSIONER MONTAGNINO: Thank you
5 Mr. Mayor. Item number one discussion
6 and vote authorization to pay a 2021
7 invoice to Axon Enterprises.
8 Apparently, there was an invoice dated
9 September 1st of 2021 from Axon, that's
10 the company that provides us with things
11 like body cameras and -- and related
12 items. It's a \$29,000 invoice that was
13 not paid to date. I'm looking into it,
14 and I hope to have the reasons why this
15 wasn't paid, if it was just an oversight
16 or not. But apparently the bill remains
17 outstanding, and that item is on the
18 agenda.

19 Number two was the Civilian Review
20 Board Ordinance. There is a -- only one
21 significant amendment based upon the
22 input from the public hearing of the
23 last session. And that is an extension
24 of the residency requirement from six
25 months to one year. Other than that the

Saratoga Springs City Council Meeting
only changes are the addition of
paragraph and section numbering and a
few minor grammatical changes like that.
So we'll be -- actually this should be
labeled a discussion and vote on the
Civilian Review Board Ordinance because
I will be making a motion to adopt the
ordinance -- to enact the ordinance I
guess, if Mr. Izzo can correct me on the
right terminology here. But I think we
are finally at the stage where we'll be
voting on whether to create the CRB and
that will be part of our agenda.
Discussion and vote --

COMMISSIONER MORAN: And did James
just -- can I ask a question? Did James
just ask for legal advice?

COMMISSIONER MONTAGNINO: Yeah.

COMMISSIONER MORAN: Okay. Just
checking. Can we get that annotated --
annotated someplace?

COMMISSIONER MONTAGNINO: Tushe' --
tushe'. Thank you Dillon.

MR. IZZO: (Undiscernible)
Commissioner.

Saratoga Springs City Council Meeting

1 MAYOR KIM: That's a good attorney
2 when they know they need legal advice.

3 COMMISSIONER MONTAGNINO: Actually,
4 the best legal advice I've ever received
5 is that I have the right to remain
6 silent. Anyway item number three --

7 COMMISSIONER MORAN: I've heard
8 that a few times about you.

9 COMMISSIONER MONTAGNINO:
10 Discussion and vote on the application
11 form for a membership appointment in the
12 Civilian Review Board. The proposed
13 ordinance has a provision that requires
14 the City Council to approve the
15 application form that's used for those
16 individuals who seek appointment to the
17 CRB in part because it's a document that
18 will be available for public inspection
19 and also because it requires the listing
20 of certain personal information such as
21 previous convictions. So that's item
22 number three on the agenda.

23 I'd like to add a fourth item. An
24 announcement that on Saturday May 7th at
25 the East Side Recreation Center, there

Saratoga Springs City Council Meeting
will be the first annual every
elementary bike rodeo from 9:00 a.m. to
12:00 p.m. with a rain date of May 14th.
The bike rodeo is for elementary school
students anywhere in the city. And it
should be attended by a -- a number of
individuals from the Department of
Public Safety including some police
officers with police vehicles.

Also Fire Department personnel with
some fire apparatus for youth to inspect
and talk with the officers. The point
of the bike rodeo are tips on bike
safety and encouragement for elementary
school students to get out there and use
their bikes. And that concludes my
agenda.

MAYOR KIM: Any questions about the
Department of Public Safety's Agenda?
Any other issues that the City Council
would like to bring up at this point?
Hearing none. I will adjourn the
meeting and we'll see each other
tomorrow night. Thanks very much,
everybody. Appreciate it.

Saratoga Springs City Council Meeting

1 COMMISSIONER MORAN: See everybody.

2 Thank you.

3 COMMISSIONER MONTAGNINO: Thank

4 you.

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Saratoga Springs City Council Meeting

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CERTIFICATION

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I, Hector Solomon, certify that

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the foregoing transcript is a

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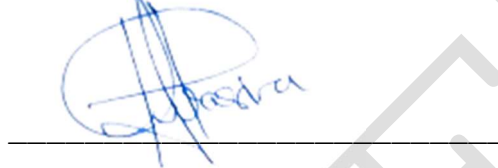
true and accurate record of the

8

proceedings.

9

10



11

Hector Solomon

12

13 ANP Transcriptions

14 135 WEST MOREHEAD STREET UNIT 11

15 CHARLOTTE, NC 28202

16

17 Date: May 10, 2022

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DRAFT

CITY OF SARATOGA SPRINGS CITY COUNCIL MEETING

May 3, 2022

Held at

474 BROADWAY

SARATOGA SPRINGS, NEW YORK 12866

PRESENT:

RON KIM, Mayor

DILLON MORAN, Commissioner of
Accounts (via Zoom)

JAMES MONTAGNINO, Commissioner of
Public Safety

ANGELA RELLA, Deputy Mayor

MINITA SANGHVI, Commissioner of
Finance

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MAYOR KIM: Alcohol sales. Is there any member of the public that wishes to be heard on amending the city code relating to alcohol sales?

COMMISSIONER MORAN: If I may preface the conversation Mr. Mayor?

MAYOR KIM: Sure.

COMMISSIONER MORAN: Great. I appreciate that. Just a couple of comments and -- and I'm going to read through the ordinance as well for everybody's benefit.

But first off notices have been put out as were required by law prior to tonight's meeting. The actual language of the proposal has run in the paper in consecutive days. It is also available and has been available on the public hearing section of the City's website.

The legislation has been written by the City Attorney. The legislation has been available in the Accounts Department for a week and a half. This

Saratoga Springs City Council Meeting
act provides for local control over our
outdoor dining program, which continues
to remain in a temporary state.

There are three -- there are three
steps that were required in order to
facilitate this local control.

The first was the extension of the
permissive four outdoor dining, which
was passed about a month ago by the City
Council.

The second is the issuance of the
authority to sell and use alcohol on
these lands that we are now making
available to our local businesses.

The third step in the process is
for them to apply for an amended
license. That process is currently
taking six to nine months, has been for
a while since the advent of COVID.

This is the best approach that we
can take to provide for our local
businesses and us to have control over
the circumstance with which we allow
them to operate.

Once it is a permanent process or -

Saratoga Springs City Council Meeting
- or we've determined that it should be
a permanent program for the city, this
will be merged with the -- with our
existing sidewalk cafe legislation.

It's important to note that that's been
around for over two decades and has gone
through these steps initially back then.

That being said, I'm very sorry if
you're a member of the public and you've
heard misinformation about what the
intent of this act is to do. There are
numerous people both within our
community and outside our community who
seem to have intent to harm the
reputation of our community.

To lie about the activities of our
government. And quite frankly, at a
time where we are right now, this
conduct is -- is regretful, to say the
least.

Given the multitude of ways with
which you could access this information
in person, online, through local
publications, I can only gather that
you're either lazy or you're a social

Saratoga Springs City Council Meeting
deviant whose intent on harming our
community with your lies. And I for one
will not stand for it.

That being said, in ordinance to
amend chapter 61 of the code of The City
of Saratoga Springs, New York, entitled
alcoholic beverages. Be it ordained by
the city of city -- be it ordained by
the City Council of the City of Saratoga
Springs, New York as follows.

Section 1, chapter 61 of the code
of The City of Saratoga Springs, New
York entitled alcohol -- alcoholic
beverages, is hereby amended to add a
new section 61-1.5 as follows. 61-1.5
exceptions effective through December
31st of 2024.

Provisions of this section 61-1
shall not be applicable to public places
in the following circumstances provided
all licensing and regulatory
requirements of the State Liquor
Authority are complied with.

A, sale, possession and consumption
of alcoholic beverages at a temporary

Saratoga Springs City Council Meeting
1 outdoor seating area licensed under the
2 provisions of city code, section 136,
3 article IVA.

4 B, possession and consumption of
5 alcoholic beverages by guests invited to
6 an event at the Canfield Casino in
7 Congress Park, for which a rental
8 agreement has been obtained from the
9 city. This can occur at the War
10 Memorial or at the Italian Gardens spat
11 area in Congress Park during the hours
12 that the rental agreement is in effect.

13 C, sale, possession and consumption
14 of alcoholic beverages at one or more
15 approved designated -- excuse me,
16 designated areas at an event for which a
17 special permit has been issued under the
18 provision of chapter 199A of the city's
19 code. Such areas shall be designated on
20 a plan, or a map submitted with a
21 special permit application and shall be
22 separately approved in writing.

23 One last point, as I did receive
24 public comment on this. This comes from
25 Todd Shimkus, President of the Saratoga

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Saratoga County Chamber of Commerce,
cosigned by Ryan McMahon, the Executive
Director of the City Center Authority,
as well as Darryl Leggieri, the CEO of
Discover Saratoga.

"I cannot attend tonight. If you'd
like to read these comments into the
record, that is fine with me. The
Chamber continues to appreciate the
direct dialogue from the account's
office with local business leaders and
the collaboration forged so far to
expand outdoor dining and to approve
events, both new and returning ones.

We've long sought flexibility in
the law that would allow approved event
organizers to use some appropriate
spaces for alcohol to be served. This
is a common practice for many convention
events and road races and other
communities.

I am sure with input from all of
the departments involved in reviewing
these applications, that any issues
which may come up with specific

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1 locations, vendors or products can be
2 rectified before the application is
3 approved.

4 While I can't comment on the legal
5 language you provided. We are
6 definitely supportive of the intent to
7 help local event organizers and local
8 businesses by providing them with this
9 flexibility as a part of their
10 application with kindness, Todd
11 Shimkus."

12 With that said, I'd love to hear
13 from the community. Thank you.

14 MAYOR KIM: Anyone wish to be heard
15 on the amendment to the city Code
16 alcohol sales and use?

17 MR. MATHIESEN: Is this on? Yes,
18 it is. Okay. I'm Chris Mathiesen. I
19 live at 28 Friar Tuck Way. I'm neither
20 lazy -- well I was -- I forgot the other
21 characterization lazy or something -- I
22 -- sorry. But I'm neither of those.

23 I do think that if you're amending
24 a city code, it's important to note what
25 the city code is that you're amending.

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1 There is no city code titled alcohol
2 sales and use. So it is hard for people
3 to understand what this is all about
4 without being more specific. It would
5 be very helpful.

6 I don't have any real problem with
7 the -- with this amendment. I certainly
8 don't have a problem with expanding the
9 use of -- of restaurants into the --
10 into the sidewalks and into the right of
11 ways, etcetera. I -- I see we -- we're
12 already doing that over on Violet
13 Street. I think -- I -- I think that's
14 fine.

15 I do think that some of the
16 limitations that are associated with the
17 sidewalk ordinance, the -- the -- the --
18 the cafe -- cafe ordinance with
19 limitations on service after 2:00 a.m.,
20 would make sense to be incorporated into
21 the ordinance regarding the expansion of
22 these restaurant -- these restaurants
23 for the same purpose into other parts of
24 -- of -- of the area into the -- the
25 right of ways and onto the sidewalks.

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1 That would make sense to me. I don't
2 know why that would be missing.

3 Otherwise, I don't have a lot of
4 problems with that, but I think the
5 characterizations are -- are unfair.
6 And I do think that it is important to
7 be specific when you're doing -- when
8 you're amending these codes. Thank you.

9 MAYOR KIM: Thank you. Is there
10 anyone else that wishes to be heard on
11 amending the city code regarding alcohol
12 sales and use? Anyone else?

13 COMMISSIONER MORAN: Mr. Mayor, if
14 I may just address Mr. Mathiesen.
15 Chris, you are not out on the internet
16 spreading misinformation. Those
17 comments were not intended for you, sir.
18 And I appreciate your feedback. Thank
19 you.

20 MAYOR KIM: Anyone else wish to be
21 heard on amending the city code, alcohol
22 sales and use? Being none. I'm going
23 to move to the second public hearing,
24 which is an amendment to the UDO.

25 Amendment one, it's removing uses

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from -- oh Commissioner Moran this is --

are we keeping this public hearing open?

COMMISSIONER MORAN: The alcohol
sales and use?

MAYOR KIM: Yes.

COMMISSIONER MORAN: We have spoken
about the fact that because the city
lands are -- are a component of the --
the permissive here and certainly the
authorizing language of the temporary
outdoor dining legislation, speaks to
the involvement of the Department of
Public Works.

It would be my intent that we leave
this open until next week at -- at which
time hopefully there is a -- an
opportunity to have those conversations
and bring this forward as a unified City
Council.

MAYOR KIM: Great. Thank you. So
we will leave the public hearing for
amending the city code, alcohol sales
and use open.

And we'll move on to the second
public hearing, which is on UDO

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amendment one, which is an amendment
that would remove uses from the
Greenbelt. I'll just briefly go through
those uses.

Amendment one would remove from the
RR District, the country club and
educational facility uses. It would
remove from the Gateway Rural District,
community centers, medical, dental,
office, multifamily residential
structures, townhouses, eating and
drinking establishments with more than
40 seats, educational facilities that
are vocational and hotels with more than
20 occupancies.

That is the UDO amendment one. And
if anyone would like to be heard, please
come forward.

MR. MATHIESEN: Chris Mathiesen.
28 Friar Tuck Way. My only comment is
that I don't understand why you're
taking out the -- I -- I'm assuming by
country club you're talking about golf
courses. I'm assuming that, and I'm not
sure why you would be taking that out.

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1 Historically, that's been part of
2 the Greenbelt for years, and there are
3 two golf courses within the city that
4 exist in the Greenbelt. And I don't see
5 any -- any negative consequences from
6 that. And so I'm not quite sure what
7 the rationale was behind -- behind that.
8 Otherwise I have no -- no problem with
9 that -- that suggestion. Thank you.

10 MAYOR KIM: Anyone else wish to be
11 heard?

12 MR. JONES: Your Honor, members of
13 the City Council, I'm Matt Jones. I'm a
14 lawyer. I practice here in Saratoga
15 Springs with Jones Steves, and I'm here
16 on behalf of the Chamber of Commerce
17 tonight. They gave me a short statement
18 to cover all four amendments. So in a
19 matter of efficiency, I'll -- I'll just
20 read this short statement and then I
21 have a couple of specific comments with
22 regard to the first public hearing.

23 COMMISSIONER SANGHVI: Did you say
24 you're representing the Chamber of
25 Commerce?

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1 MATT JONES: Chamber of Commerce.

2 Yeah. Saratoga County Chamber of
3 Commerce. I should hold that a little
4 closer.

5 A Chamber priority this year is to
6 work with the City and other partners
7 both to find suitable properties for
8 building workforce housing and to expand
9 public transportation services in the
10 City.

11 The Chamber wants to help more
12 people who already work here to live
13 here as well. The UDO already includes
14 a myriad of rules and requirements and
15 regulations that make it very difficult
16 and expensive to build anywhere -- to
17 build anything anywhere.

18 Taken together, these amendments
19 will further erode the flexibility of
20 property owners and the City to do
21 things we want, not just the things we
22 don't want. The more limits we impose,
23 the more costly projects become, and
24 that will only make the city less
25 inclusive.

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1 If you share the chamber's priority
2 in this area and be very careful when
3 adding new restrictions, until we see
4 how the UDO works first as written.

5 With respect Your Honor, to the
6 amendment number one, which is -- which
7 is up behind you. I think there is a
8 second slide that maybe -- the theory
9 that a picture is worth a thousand
10 words.

11 So this members of the council is
12 from the UDO and it -- it depicts the --
13 the GCR and the light green here up at
14 the top. And it did work. How about
15 the top? So the light green along South
16 Broadway Crescent Avenue is -- is to the
17 top and down to the State Park lands in
18 the middle. And then from there on down
19 is the second part of the GCR. And it
20 goes essentially from Columbia all the
21 way to the south. So that's the light
22 green area. And that's the GCR that's -
23 - that's referenced in -- in this
24 proposed amendment.

25 The next slide will show you the

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country overlay. The country overlay by
definition in the -- in the
comprehensive plan consists of those
areas. And they -- they refer to it as
the Greenbelt, the common parlance now,
it's more technically known as the
country overlay area. What you can see
is toward the top up at Crescent Avenue
and down to the former golf driving
range, those areas are a part of the
GCR, but they're not part of the
Greenbelt.

So the amendment as its proposed
ought to -- consistent with its intent
as is stated, ought to exclude those
parcels in the white area, Crescent
Avenue and down to the former driving
range. Just as a matter of consistency
with the -- the amendment itself.

The parcels below the white -- the
rectangle -- kind of within a rectangle
there, that's the -- the Homewood
Suites, that was built following the
enactment by the City Council in 2014 of
an amendment to the zoning ordinance,

Saratoga Springs City Council Meeting
1 changing that parcel from OMBD to a
2 tourist related business district. I
3 recall Commissioner Mathiesen being on
4 the council at that time when -- when it
5 considered it.

6 That change of zoning allowed the
7 Homewood Suites to construct its hotel.
8 I don't know the number of -- of rooms,
9 I should. But I'm -- somewhere between
10 80 and 100 rooms is -- is my
11 recollection. So it would fall into
12 this category of over -- a hotel over 20
13 rooms. And it would render it after
14 being in business for seven years to the
15 status of preexisting nonconforming use.

16 Your Honor, you're familiar with
17 those, having chaired the zoning board
18 of appeals. Having run into
19 circumstances in which a preexisting
20 nonconforming use comes in because
21 zoning was changed and -- and seeking
22 relief. So that -- that parcel as well,
23 would be significantly affected in a
24 negative way by this. The remaining
25 parcels, the one that's kind of L-shaped

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1 there and then the long and thin one,
2 are undeveloped there.

3 But for those reasons, should you
4 determine that the amendment has a merit
5 for -- for review. I -- I -- I would
6 urge you to call out those issues of
7 inconsistency with -- with amendment
8 number one. Thank you, Your Honor.

9 MAYOR KIM: Thank you. Any other
10 public comment on the UDO amendment one
11 removing uses from the Greenbelt?

12 COMMISSIONER MORAN: Could I just
13 ask a question, Mr. Mayor --

14 MAYOR KIM: Sure.

15 COMMISSIONER MORAN: -- of Mr.
16 Jones. Matt, I -- I -- I was jumbling
17 and I had to get my iPad set up and I
18 don't have the greatest resolution on
19 your image. The GCR, is that the Route
20 50 or -- or is that Route 9?

21 MR. JONES: Route 9, Commissioner.

22 COMMISSIONER MORAN: Okay, great.
23 Thank you, Sir.

24 MR. JONES: You bet.

25 MAYOR KIM: Is there anyone else

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who wishes to be heard on UDO amendment
one, which is to remove uses from the
Greenbelt? Being none. I'll move on to
our next public hearing, which is on UDO
amendment two. These are an amendment
that would subscribe certain land use
board criteria for the Greenbelt. I
will paraphrase sort of the amendment,
but essentially in the Gateway
commercial law, it will impose design
standards for that district that
essentially provide design review board
and the planning board, some standards
when they vary from the design standards
that are -- that are prescribed.

Essentially, they would require the
-- those boards to find that the uses in
the structure are unique and preclude
meeting the rule of design standards of
the ordinance. Or the lot configuration
is unique and precludes meeting the rule
of character of the ordinance. Or see
there are extraordinary circumstances
unique to the parcel that demonstrates
the design standards cannot meet the

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rule of character objectives of the
ordinance.

A similar almost identical standard
is proposed as an amendment for suburban
and rural residential districts.

Essentially the -- the purpose of these
is to give the planning board and the --
and the design review board some
standards when they do seek to -- seek
to exempt from the current design
standards that are in those districts.

Anyone wish to be heard on
amendment two, the land use board's
criteria for a Greenbelt?

If there are -- is no one, I will
move on to the next public hearing,
which is UDO amendment three, this is to
enhance stream in wetland protections.
Again, I'll sort of paraphrase what this
does. It -- there is certain buffers
that are required when any project in --
in -- in our city goes to construction
to -- to -- from perennial streams and
intermittent streams. It's a 100 --
it's a 50-foot buffer. We would

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increase that to a 100 feet buffer.

This is essentially both for
perennial streams and also for wetlands
and would essentially increase just the
-- where the -- the allowable buildable
lots. Is there anyone who wishes to be
speak -- speak on UDO amendment three to
enhance stream and wetland protections?

Seeing no one. I will move on to
the next public hearing, which is UDO
amendment four, which would amend land
disturbance activity permit. This is an
amendment that would reduce the
possibility that tree cutting on
undeveloped land will be undertaken in a
way that would circumvent the tree
preservation requirements of -- of the
zoning code. Essentially this just
requires a -- a more restrictive permit
for removing trees when there is a
development, a proposed development.

Is there anyone that wishes to be
heard on amendment four, amending the
land disturbance activity permit?

Seeing none. I will move to our final

Saratoga Springs City Council Meeting
1 public hearing, which is on the civilian
2 review board. I don't know -- oh, I'm
3 sorry for all the -- thank you -- for
4 all the UDO amendments. We are keeping
5 them open because we will be -- I -- I
6 believe referring these to the City and
7 County Planning Boards.

8 So the next hearing -- public
9 hearing is on the civilian review board.
10 I don't know, Commissioner Montagnino,
11 if you want to say any prefatory words
12 or just open?

13 COMMISSIONER MONTAGNINO: Yes.
14 Thank you, Mr. Mayor. Just a couple of
15 things. I -- I'd like to note for the
16 record and for the public that, I've
17 incorporated some relatively minor
18 changes to the draft that was published
19 in the agenda at the last meeting.

20 We had a public hearing at that
21 time and one of the changes that I
22 incorporated is based upon a suggestion
23 made by Dr. Mathiesen. The residency
24 requirement is proposed to be extended
25 from six months to one year. The only

Saratoga Springs City Council Meeting
1 other changes involve just adding title
2 headings, paragraph numbering, section
3 numbering.

4 There's an additional provision
5 that if there is a proposal to remove a
6 member of the CRB, it'll appear as an
7 agenda item with the alleged cause for
8 removal prior to the meeting at which
9 the removal is to be considered. There
10 are a couple of grammatical changes, but
11 beyond that, there's nothing of any
12 substance.

13 MAYOR KIM: I'll ask, is there any
14 member of the public that wishes --
15 wishes to be heard regarding the
16 civilian review board. Please come up,
17 state your name and --

18 MR. MATHIESEN: Yes. Chris
19 Mathiesen, 28 Friar Tuck Way. As I've
20 said before, I don't really think that -
21 - having become extremely familiar with
22 how difficult it is for people to become
23 members of our police department. I
24 don't really think there's a big problem
25 with bias or prejudice in that

Saratoga Springs City Council Meeting
1 department. However, I do think -- I
2 don't think there's thing -- anything
3 here in this proposal that is -- is
4 something that the department can't work
5 with. I don't think it's -- it's
6 certainly isn't terrible. I think -- I
7 think it's certainly something that is
8 workable. It's -- as long as the people
9 who are appointed to this body are
10 mature and are fair. I think it can
11 work fine.

12 I do have a question though. On
13 paragraph 37/6 section B it says, upon
14 receiving a complaint from -- from a
15 resident of the City, do you have to be
16 a resident of the City to make a
17 complaint? I -- I'm not -- I wasn't
18 aware of that being the case, and I'm
19 not sure why that would be the case, and
20 maybe there are some answers to that.

21 Otherwise again, going back to the
22 fact that I don't think there's a really
23 big reason for this. I don't think it's
24 going to be an awfully very -- very busy
25 body. I don't think people who are put

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1 into this body should expect to see an
2 awful lot of action. I -- I don't think
3 it's -- there's nothing terrible here
4 either. Thank you.

5 MAYOR KIM: Thank you. Anyone else
6 wish to be heard regarding the civilian
7 review board proposal on the agenda this
8 evening? Any other public comment?
9 Being none, I will close the public
10 hearing because we will be voting on
11 this tonight, and it is -- we can call
12 our meeting to order. I'd ask Barbara
13 to take the attendance.

14 MS. BRINDISI: Commissioner Moran?

15 COMMISSIONER MORAN: Here.

16 MS. BRINDISI: Commissioner
17 Sanghvi?

18 COMMISSIONER SANGHVI: Here.

19 MS. BRINDISI: Mayor Kim?

20 MAYOR KIM: Here.

21 MS. BRINDISI: Commissioner
22 Montagnino?

23 COMMISSINER MONTAGNINO: Present.

24 MAYOR KIM: If -- if we could all
25 rise to salute the flag.

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(Indiscernible)

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MAYOR KIM: So I'm going to take privilege of the chair and move an item up to -- on the mayor's agenda because we have this special group here tonight that I want to recognize. And so I'd like to go to my agenda item two, and we can honor our Saratoga High School gymnastics team. Can you -- can you all come up and -- can you all just come on up?

So I was contacted by one of your big boosters who said we have this gem of a team in -- in Saratoga, and I want to talk to you a little bit about some of your accomplishments, which are really quite amazing.

You've won 20 consecutive section 2 championships. This is over 21 years and the only reason they didn't do 21 was they didn't have a competition one year for COVID. They've had two coaches Andrea Snyder-Peterson and Deb Smarro (phonetic), and I believe they're here tonight. And if you could just --

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(unintelligible).

And while -- while it's a team sport, there's some great individual championships. 13 out of 20 sectional vault champions are -- have been part of the team. 16 out of 20 uneven bar champions. 16 out of 20 beam champions. 16 out of 20 floor champions. And 17 out of 20 double A sectional champions, which is the last nine champions in a row, which really is incredible.

And then we have six top five state competition winning finishers and a lot of these individuals are all scholars and -- and are recognized also in the classroom.

So I don't know if one of the coaches could come up and maybe introduce the -- the -- the people. There's a mic right there, but we'd love to know who you are and -- and say hello.

MS. SMARRO: Thank you. Hello all. I'm coach Deb Smarro. I've been with the program for 16 years now. And these

Saratoga Springs City Council Meeting
1 are some of our athletes from -- mostly
2 from this year, and then we have a
3 couple of alumni hiding in the back.

4 We have Carly Ruschak, we have Ang
5 Damiano, Charlie Gleeksman, Sydney
6 Austin. We've got Hannah, we have Lola,
7 we have Karina, we have Ala, Mia, Tessa,
8 Alexis, Paige, Katie, Erica, Maddie,
9 Lily.

10 And in the back we have one of my
11 former assistant coaches Tiffany Hogben.
12 She was also an all-around champion for
13 us. And next to her, we have one of our
14 famous alumni as well and that's Miss
15 Emily Fisher.

16 MAYOR KIM: Well, thank you. And I
17 won't -- I -- I -- you don't need any
18 good luck because you guys are so great,
19 but good luck in all -- all of your
20 future endeavors and thank you for
21 coming. We really appreciate seeing you
22 all and being able to recognize the
23 great success that you've given Saratoga
24 Springs High School. Thank you.

25 So we will return to our, the order

Saratoga Springs City Council Meeting
of our agenda. The next item of
business is public comment period. As
we have mentioned previously, our public
comment period is -- got one rule, three
suggestions. You have two minutes to
speak to the City Council. So come up
and -- and give us your name and your
address.

We have three suggestions. First,
remember you're speaking as a part of a
community to a community. You're --
please be kind, no act of kindness is
ever wasted. Be factual and accurate.
Those are our suggestions.

Anyone wish to be heard on --
during the public hearing, please come
up to the mic and identify -- oh, where
is the mic. Oh, is it there? Okay.
Oh, okay. I -- I can't see it, but if
it's there, go ahead. Anyone who wants
to speak step up.

MR. BOYD: Thank you Mayor and
Council members. My name is Gordon
Boyd. I live at 99 State Street. And I
come tonight to inform you about a

Saratoga Springs City Council Meeting
1 situation where a number of young
2 parents in the school district have been
3 receiving unwanted e-mails from an
4 organization, I believe it's called
5 Moving Saratoga Forward.

6 And in discussion with my daughter-
7 in-law who's one of those individuals
8 and another mother. We believe that --
9 and they use e-mails so little, that
10 they have never given their e-mail
11 address to anybody outside the family.
12 And the only time they had to use it was
13 to sign up for a program at the
14 Recreation Department of the City.

15 So I want to read you the two notes
16 that I have. Neither of these mothers
17 could be here tonight because of family
18 illnesses and other extenuating
19 circumstances.

20 So from my daughter-in-law, "My
21 name is Kate Boyd, 72 Kurt Boulevard. A
22 few weeks ago I began getting
23 unsolicited e-mails from a group called
24 Moving Saratoga Forward. The last time
25 this happened was about two years ago.

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1 This time, the e-mails from this group
2 seem to be promoting issues regarding
3 the schools and City Government, and
4 they contain disturbing content that has
5 racial overtones. In any case, I find
6 these messages disturbing and I did
7 nothing to request them. The only time
8 I gave my e-mail address to any kind of
9 contact list was a couple of years ago
10 when I signed up my son for a program at
11 the City's Recreation Department.

12 If that's the source of the
13 messages coming from Moving Saratoga
14 Forward, then I would hope the City
15 Council would investigate how that group
16 was allowed to use a city e-mailed list.
17 Thank you for your attention to this
18 issue."

19 Second letter is from Rebecca
20 Lynch. 24 Outlook Avenue. "To the City
21 Council. As an active member of the
22 community. I correspond regularly with
23 people I know who have a wide variety of
24 viewpoints. However, I wish to report
25 that I have received numerous

Saratoga Springs City Council Meeting
1 unsolicited e-mails from a group called
2 Moving Saratoga Forward. This group has
3 a right to hold whatever opinions it
4 wants.

5 However, I do not believe it has
6 the right to my e-mail address and
7 certainly not a right to send me e-mails
8 that are racist, misogynistic and
9 obnoxious. I bring this to your
10 attention because I believe that the
11 only way Moving Saratoga Forward might
12 have obtained my e-mail information is
13 from the City Recreation Department.
14 When I signed up my child for a
15 recreation program, I did not think I
16 was -- my -- I was signing myself up for
17 unwanted and obnoxious e-mails.

18 I respectfully request the City
19 Council investigate how the Recreations
20 Department -- Department's contact list
21 came into the hands of Moving Saratoga
22 Forward. Thank you for your attention
23 to this matter. Rebecca Lynch, 24
24 Outlook Avenue."

25 MAYOR KIM: Thank you.

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1 MR. BOYD: I bring this to your
2 attention. I will e-mail these to the -
3 -

4 MAYOR KIM: Great.

5 MR. BOYD: -- Finance Commissioner
6 later. Thank you very much.

7 MAYOR KIM: Thanks.

8 MS. BRINDISI: Thank you.

9 MAYOR KIM: Anyone else wish to be
10 heard, public hearing?

11 MR. MCTYGUE: Yes. Can you hear
12 me?

13 MAYOR KIM: Yes.

14 MR. MCTYGUE: Tom McTygue. I think
15 most of you know who I am. I certainly
16 don't want to be here tonight, but there
17 is a reason why I am here.

18 32 years I sat at that table. I
19 want to congratulate Jason Golub on
20 being interested in running, and I
21 understand Mayor you considered to run
22 for this office for -- for the city and
23 also Mr. Scirocco who was interested in
24 running.

25 But my purpose of being here

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1 tonight is the fact that there shouldn't
2 have been a committee who made a
3 recommendation to this City Council.
4 Each one of you members got elected on
5 your own, you are the individuals
6 outside of the mayor, because a mayor
7 knows how things function here.

8 You people should have been talking
9 to these candidates to know and make the
10 decision on your own, not a committee
11 other than John Frank, that really knew
12 nothing about it to make a
13 recommendation. And I understand it was
14 not a unanimous decision. It was a
15 split decision on who would take that
16 seat.

17 Now, the reason I'm here, not just
18 because the fact that it's my brother,
19 Bill. He was interested in bringing
20 this along because he could step into
21 the office, and he could step into
22 running. Running the office of many
23 important things that need to be done.
24 Now, the unfortunate thing with Jason
25 coming up, he has to run for the office,

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1 he has to work for the office, he has a
2 family, and he has a full-time job. He
3 cannot possibly get these things done.

4 I would like to see you members
5 here make your own decision 'cause you
6 got elected by the people, of what is
7 important for the City of Saratoga
8 Springs to get this up and running are
9 the Public Works Department.

10 You got some serious things that
11 got to be done. He could step in there
12 and bring you to the end. And then when
13 they have the election, the thing that
14 you got away from -- you got away from
15 of the democratic chairperson and the
16 republican chairperson, who's in charge
17 of the committees. You're putting these
18 people in their place. Didn't even have
19 an opportunity to talk to them. To see
20 who they thought may run.

21 What if all of a sudden Bill
22 McTygue decides now to run for the
23 office because of the situation? What
24 if he decides and he goes before the
25 democratic committee? And the

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1 democratic committee likes him because
2 of the knowledge he has for the
3 department. Jason wouldn't be on the
4 ballot. Bill McTygue would be. And I'm
5 going to encourage him. I'm going to
6 encourage him to run, and I will finance
7 his campaign. Thank you.

8 MAYOR KIM: Thank you.

9 MR. MCTYGUE: And really consider
10 what you do. You should go on executive
11 session, and you should talk about this
12 tonight before you make the decision.
13 Vote your conscience, vote for Saratoga
14 Springs.

15 MAYOR KIM: Thank you. Anyone else
16 wish to be heard? Step up. Reminder
17 there is two minutes, and I will
18 basically give you a signal.

19 MR. REED: The bottom line, I just
20 want to go back.

21 MAYOR KIM: Thank you.

22 MR. REED: Can you hear me -- can
23 you hear me?

24 MAYOR KIM: Yes.

25 MR. REED: I'm Bob Reed. I live at

Saratoga Springs City Council Meeting
36 Allen Drive, here in Saratoga

Springs. What I would like to suggest
if you're not already considering it,
that the City Council and the mayor,
honor those students, those who know me
know that I'm kid orientated 'cause
they're the future. I'd like to see the
City Council and the mayor to give them
a proclamation for this particular
achievement. If you haven't done it
already.

MAYOR KIM: Thank you.

MR. MILLIS: Good evening. I'm
Robert Millis. I'm a resident of
Saratoga Springs. I'd like to speak on
the subject of Caroline Street tonight.
I implore this council to fix this
problem that we call Caroline Street.
Finally fix it.

We know there's a problem. We can
identify what that problem is. We know
what the causes of the problem are. And
we know that there are solutions out
there. This council has the tools to
make that happen. There's things they

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1 can do with city code. There's things
2 they can do with economic development.
3 There are tools this council has to fix
4 it. I -- I call for the end of this
5 myth that getting the bars to cooperate
6 with each other, communicate with each
7 other that they're the solution. I -- I
8 call for that myth to be put aside and
9 to end.

10 The problem I think in making this
11 happen is this council, this city as a
12 whole have long misidentified what these
13 problems are. I -- I would say take an
14 analysis. Take a decision tree
15 methodology to going through these
16 things and realize first off that
17 there's been some things that have
18 happened in the past of couple days, the
19 past couple of hours regarding
20 Gaffney's.

21 I congratulate you for the hardball
22 tactics you took with the alleged check
23 bounce. And I know in the past couple
24 of hours, the SLA has just acted to
25 suspend their license. I know how that

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1 works. I've been in those proceedings,
2 defending a local bar in those. And I
3 know that they generally require city
4 input. Assuming that happened, I
5 congratulate you for getting actively
6 involved, which has never happened.

7 But again, this is a Caroline
8 Street problem. It's not a Gaffney's
9 problem. I think we have to fix the
10 environment. We have to fix the culture
11 down there. When we start at that
12 point, we can make it happen. Thank
13 you.

14 MAYOR KIM: Thank you. Anyone else
15 wish to address the City Council for
16 public comment?

17 MR. MATHIESEN: Chris Mathiesen, 28
18 Friar Tuck Way. You're probably tired
19 of hearing from me. I understand that.
20 I'm retired now. I have a lot more time
21 on my hands, but I promise I will not
22 keep coming back and -- and -- and
23 torture you with my comments.

24 I do -- I certainly want to
25 congratulate, I guess Mr. Goldis

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(phonetic) will be taking the chair

tonight and I certainly want to
congratulate him for stepping forward.

I did want to mention some things
on the record for everyone to hear one
last time regarding some issues that
have come up over the years and we'll
talk about Darryl Mount, and we'll talk
about the police reform task force.

And I took the time -- now I have
lots of time. I took the time to go
back and look at some of those -- those
meetings and -- and saw so many things
that were being said and just being
assumed that were not true. And as we
talk about these new attempts to keep
the improved relations between the
police and -- and -- and our citizens.

Sadly, I think that a lot of that
is based upon a lot of falsehoods. The
fact of the matter is, there was no
bias, there was no racism involved in
what happened on October -- on August
31st, 2013. That wasn't racism. That
was abuse. That was a physical abuse,

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1 basically domestic violence that took
2 place in the -- in the -- in the
3 presence of two police officers. That's
4 what happened. And those two police
5 officers that attempted to intervene,
6 didn't matter what the background was of
7 Mr. Mount. Whether he had ADHD or
8 whether he had a -- a plate in his neck
9 or whatever. Their -- their job was to
10 intervene and not to sit there and say,
11 well, I wonder if we should intervene.
12 They did what they were supposed to do.
13 He didn't take responsibility for what
14 he was doing. He ran away.

15 And so sadly this person who
16 demonstrated a great cowardice in the
17 last minutes of his life or not of his
18 life, he didn't die for months later,
19 but became a hero for a large group of
20 people. This is very sad. There's
21 misrepresentation here.

22 The police did not murder Darryl
23 Mount. The -- the incident was very
24 thoroughly investigated by this
25 department, very thoroughly

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1 investigated. And -- and Greg Veitch

2 did not lie to Caitlin Morris about

3 anything. He tried very hard --

4 MAYOR KIM: Your time is up?

5 MR. MATHIESEN: -- to make her
6 understand something regarding the
7 description of the investigation that
8 was taking place. There was no lie.

9 MAYOR KIM: All right. Just finish
10 up, you're way behind.

11 MR. MATHIESEN: I'm done -- I'm
12 done.

13 MAYOR KIM: Okay. Thanks.

14 MR. MATHIESEN: I promise, I won't
15 even be back next week. Thank you.

16 MAYOR KIM: Thanks. Anyone else
17 wish to be heard at public comment
18 period? Just a reminder, you have two
19 minutes, and I will signal you when that
20 time is up. And I appreciate you wrap
21 up within five seconds of that. Thanks.

22 MS. DALTON: Hey. Robin Dalton, 78
23 Caroline Street. Two things. One, I
24 wanted to follow up on Commissioner
25 Montagnino's plan that he announced back

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1 in March when he defunded the assistant
2 police chief line -- budget line and
3 announced that he was starting a new
4 phase staffing initiative for the Police
5 department. I have not heard any follow
6 up about what that staffing plan is
7 going to be.

8 Since then, I have heard
9 Commissioner Montagnino reference
10 relocating more of the police
11 department's budget, but I haven't heard
12 to where and when. We're coming up on
13 the summer season and all we've seen is
14 an exodus of people from the police
15 department.

16 And I think there's a great concern
17 in the community for our safety and
18 security this summer and how we're going
19 to manage the increase of our population
20 from 29,000 to 75,000 people this
21 summer. Overtime is not going to be the
22 solution here. There's simply not
23 enough people.

24 And I'm waiting on this plan from
25 Commissioner Montagnino, and I hope he

1 Saratoga Springs City Council Meeting
2 shares it with us as soon as possible
3 for all Saratogians to hear and feel
4 comfortable and confident going into the
5 summer season.

6 Secondly, there have been public
7 hearings scheduled for a civilian review
8 board for weeks and weeks, months, and
9 months now. But there has not been a
10 proposal that's been given out to the
11 public about the civilian review board
12 until this meeting. As far as I know.

13 I saw it attached to the agenda
14 yesterday, when I saw it on the agenda
15 yesterday, it was not a discussion and
16 vote. And now I'm hearing that you're
17 voting on it tonight. I just don't know
18 why you wouldn't let the public read
19 this proposal and actually have an
20 opportunity to weigh in with feedback.
21 You gave them an opportunity to weigh in
22 on it in general.

23 COMMISSIONER MONTAGNINO: The --
24 the proposal -- I'm sorry. The proposal
25 was on the agenda at the last meeting as
26 well.

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1 MS. DALTON: I did not see the
2 proposal on the last meeting. If I
3 missed it, maybe I missed it. What I'm
4 saying is when I looked at it yesterday,
5 it was not a discussion and vote. I
6 thought it was being proposed and
7 discussed. I did not realize there was
8 a vote. I think that by and large and
9 no one in the public or even in the
10 police department had a chance to read
11 this proposal.

12 And I just think that why would you
13 do weeks and weeks and weeks of public
14 hearings without a proposal. And now
15 just rush it through tonight as a -- and
16 vote on it. I just think you should
17 give the public a chance to weigh in and
18 be transparent. Thank you.

19 MAYOR KIM: Thank you. Anyone else
20 wish to be heard in public comment
21 period?

22 MR. BREWER: Good evening, Council.
23 My name is Sam Brewer. I live on Lake
24 Avenue. I'm a long -- long term
25 resident of the City, and I think it's

1 Saratoga Springs City Council Meeting
important to come out in public and be
2 part of the -- the -- the body of
3 citizens that impacts the decisions that
4 are made at the city level.

5 And you know, I also study human
6 behavior and I'm particularly interested
7 in --

8 MAYOR KIM: Sir, could you -- could
9 you hold the microphone closer?

10 MR. BREWER: Sure -- sure. Can you
11 hear me okay now? Yeah. So risk taking
12 or risk averse behavior is of interest
13 to me and I was just reading some news
14 articles about Bill Gates, talking about
15 how the -- the -- the respiratory
16 pandemic is likely to continue and to
17 intensify and get much worse.

18 And I saw that the CDC or the
19 States all in unison dropped mask you
20 know, wearing mask -- wearing mask
21 guidelines for the citizenry. And all
22 of a sudden, almost everybody stopped
23 wearing their mask. And then I -- and
24 then I -- I hear people talking about
25 how Caroline Street is a dangerous

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1 place, and we need to close the bars
2 earlier. Well, we live in a free
3 country and part of being -- living in a
4 free country is taking risks.

5 Now, the city should inform people
6 of risks. The government should inform
7 people of risks. It should not try to
8 stop people from taking informed
9 personal risk. And I -- I -- I want
10 everybody on the council to understand
11 that -- that, you know, you need to stop
12 making laws that inhibit people's
13 personal freedom from taking risks, and
14 you need to start informing them of what
15 the right -- of what the risks are.

16 So it might be a good idea to say,
17 to quantify with insurance data. What
18 is the risk of going out to Caroline
19 Street at 2 O'clock in the morning and
20 having ten drinks? The last time I was
21 out there, there was a shooting. So you
22 know, I'm -- I'm fully informed. I know
23 what the risks are when I go out in
24 public.

25 But I think that you need to do a

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1 better job of informing people what
2 those risks are and to, you know, stop
3 putting in prohibitions and trying to
4 please people's behavior. Thank you.

5 MAYOR KIM: Thank you. Anyone else
6 wish to be heard in public comment
7 period. Please step up to mic, you have
8 two minutes. Anyone else? Being nobody
9 else, we will close our public comment
10 period.

11 We don't have any presentations.
12 We do have an executive session
13 scheduled. So I -- I move that we move
14 into executive session for a discussion
15 regarding current litigation in -- in --
16 and the matter is in acquisition by City
17 -- by the City for rights in real
18 property. Do I have a second?

19 COMMISSIONER MONTAGNINO: Second.

20 COMMISSIONER SANGHVI: Second.

21 MAYOR KIM: All in favor?

22 ALL: Aye.

23 MAYOR KIM: Motion carries.

24 (Indiscernible)

25 COMMISSIONER MONTAGNINO: Mr. --

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1 Mr. Mayor, we can -- we can --

2 MAYOR KIM: Okay.

3 COMMISSIONER MONTAGNINO: -- we can
4 put him on speaker --

5 COMMISSIONER MORAN: I said aye.
6 Yeah I said I and I will also be texting
7 to Deputy Connors my vote to make sure
8 there's not a gap.

9 (Indiscernible)

10 MAYOR KIM: We're going to call a
11 meeting order, come back in from
12 executive session. And I'm proposing a
13 discussion and vote regarding 255
14 Excelsior Matter. This is in form of a
15 motion.

16 The City Council agrees with the
17 property owners on the price for the
18 property rights and authorize the city
19 attorney to work with opposing counsel
20 to draft and execute appropriate
21 documents of transfer of those property
22 rights. Do I have a second?

23 FEMALE SPEAKER 1: Second.

24 MAYOR KIM: Is there any
25 discussion? And I just want to make

Saratoga Springs City Council Meeting
1 sure. (Indiscernible). Any discussion

2 on the motion? All in favor?

3 ALL: Aye.

4 MAYOR KIM: Opposed?

5 COMMISSIONER MORAN: I.

6 MAYOR KIM: Opposed? Motion
7 carries. Okay. So we can move on to
8 the consent agenda. Is there any -- is
9 there a motion on this consent agenda?
10 I'll move that we accept the consent
11 agenda as listed and described. Is
12 there a second?

13 COMMISSIONER MONTAGINO: Second.

14 COMMISSIONER MORAN: Second.

15 MAYOR KIM: Is there any
16 discussion? All in favor ?

17 ALL: aye.

18 MAYOR KIM: Opposed? Motion
19 carries. The first item on the mayor's
20 agenda -- oh, I'm sorry. We're going to
21 move up the supervisor's agenda and ask
22 Tara Gaston. Well, I'm not sure. Is it
23 Matt or Tara this -- okay. Supervisor
24 Matt Veitch, would you like to report to
25 the City Council?

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1 MR. VEITCH: Yes, thank you. Thank
2 you, Mayor. Sorry. I don't really
3 sound very good but just -- I'm going to
4 just do one of my items for tonight.

5 And so the first item on my agenda
6 is the County work on Crescent Avenue,
7 which is County Route 22. If you've
8 noticed out there -- there is some work
9 going on and they're going to be doing a
10 pavement overlay on that road, and some
11 drainage and vegetation maintenance.
12 The road work will be from the section
13 from Route 9 to the 987 -- to the I87
14 interchange on Crescent Avenue.

15 They estimate the completion will
16 be toward the end of May. So that's --
17 that's going to be it for my agenda.
18 I'm going to hold number two, because my
19 voice is already shot. Thank you,
20 Mayor.

21 MAYOR KIM: Thank you, Supervisor
22 Veitch. I hope you feel better. Rest
23 up.

24 MAYOR KIM: And now Tara Gaston --
25 Supervisor Tara Gaston will make her

1 Saratoga Springs City Council Meeting
supervisor report.

2 MS. GASTON: Hi. Thank you Mayor.
3 First item on my agenda is a COVID-19
4 update. As we can tell looking in this
5 room and who is here and who isn't.
6 COVID is still amongst us. Currently
7 Saratoga County has a 12.9 percent
8 seven-day rolling average positivity.
9 This is significantly higher than we
10 were.

11 In addition, the demand continues
12 to increase on our hospital and local
13 government functions, public health
14 services, private physicians, etcetera,
15 as well as in our schools. This is
16 happening as was indicated earlier at
17 the same time that many mandates and
18 requirements are being dropped, and that
19 many individuals are no longer being
20 required to quarantine.

21 So it is of increased importance
22 for you to get your vaccine. Get
23 boosted. Get double boosted if you're
24 eligible and to get tested if you have
25 symptoms or if you are going to be

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exposing yourself to someone who may be
at particularly high risk.

It's also important to remember
that the variants that are currently
circulating right now have a high rate
of testing negative for several days
before you receive a positive test. So
if you have symptoms of COVID and you
test and you are negative, please do not
assume that you do not have COVID,
continue to test and be careful so that
you don't expose others. And I believe
that there are rapid tests available in
the back of the room for anyone who
would like to take one prior to leaving
as well, please do they're very useful.

Second item on my agenda is the
Saratoga County Office for the Aging
senior luncheon. It will be this Friday
at the Saratoga Spring City Center from
11:00 a.m. to 3:00 p.m.

If you haven't already gotten your
ticket, you can call the office for the
aging and see if there are any left.
It's \$4 a ticket and it's Wizard of Oz

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2 themed. All of the food has very unique
3 names that I can't remember because it's
4 like the -- I don't know. The green Oz
5 -- green beans or something. I'm not
6 that creative, but it looks delicious
7 and it's always fun.

8 If you would like a ticket and you
9 haven't gotten one, you can contact
10 Darby at 518-884-4100 and that's the
11 best way to get a hold of your tickets.

12 The last item on my agenda is a
13 redistricting update. Normally in New
14 York State, we would have most of our
15 primaries in June and the general
16 election in November. This is also the
17 first year that Saratoga County is
18 required to have an early voting site in
19 the City of Saratoga Springs.

20 However, because of redistricting
21 things have gotten a little wonky and at
22 this time congressional and State Senate
23 Primaries, are currently scheduled for
24 August 23rd. Local Judicial and State
25 Assembly Primaries are currently
 scheduled for June 28th.

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1 The August 23rd date was as a
2 result of a court order and the State is
3 considering combining the two sets of
4 primaries, obviously doing ten days of
5 early voting prior to each primary and
6 having a primary in June, a primary in
7 August and then general in November
8 would be a significant burden on our
9 boards of elections.

10 So that is a possibility that The
11 State is considering, but it hasn't been
12 done as of yet. And that's of a
13 particular concern to the County because
14 our board of education -- sorry, board
15 of elections will have significant cost
16 doubling essentially if they're having
17 to perform primaries in both June and
18 August.

19 Because those dates are still in
20 flux and changing, please pay attention
21 to the board of election, make sure that
22 you're reaching out. Pay attention to
23 the city and the County websites to make
24 sure that you access your absentee
25 ballots and make your vote heard on the

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appropriate day.

Are there any questions from the
council? Okay. That concludes my
agenda. Thank you.

MAYOR KIM: Thank you, Supervisor
Gaston. I'll now move to the mayor's
agenda. The first item on my agenda is
discussion and vote to appoint a
Commissioner of Public Works. After the
untimely death of Commissioner Scirocco,
the City Council was charged under
chartered section 2.4, with the
responsibility of appointing a new
Commissioner of Public Works.

Rather than simply meeting in
executive session and appointing a
successor as previous councils have
done. The City Council implemented a
plan that was transparent and
accountable to the public.

To that -- to that end at the last
City Council meeting, we adopted a
resolution creating a five-member search
committee for the purpose of
interviewing candidates and evaluating

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1 anyone interested in becoming the next
2 Commissioner of Public Works.

3 The City Council jointly named
4 former Commissioner of Accounts John
5 Frank as the chair, and the following
6 members were named by each commissioner.
7 Accounts Commissioner named Kristen
8 Dart, the Finance Commissioner named
9 Barb Thomas (phonetic), the Public
10 Safety Commissioner named Timothy Holmes
11 (phonetic), and I named Alexis Brown.

12 The search committee met last
13 Friday in a publicly noticed and
14 livestream meeting in City Council
15 Chambers to interview the candidates who
16 included Bill McTygue, Jason Golub, and
17 Anthony Scirocco.

18 Last Saturday, they met to discuss
19 the interviews and then filed a report
20 with the mayor's office containing the
21 recommendations. The mayor's office
22 distributed this report to the
23 candidates and the press on Sunday night
24 and Monday morning.

25 And also I -- I want to take a

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1 moment to thank those committee members
2 that did this work. They had a very
3 short time to organize themselves and
4 basically they met Friday night into,
5 you know, until about nine -- nine or
6 so. And then they got up the next
7 morning, then they came back in to
8 deliberate and discuss.

9 They were -- they demonstrate why
10 this community is so strong because they
11 dropped everything. They -- they --
12 they were asked by their commissioners
13 and City Council members to -- to step
14 up and do this analysis, and none of
15 them -- none of them hesitated a moment.
16 And they put their full energies into
17 it.

18 The -- the Monday morning, two of
19 them met me at my door that morning to -
20 - they had some other things they wanted
21 to discuss. I -- I spoke to the chair
22 that morning.

23 To me that says so much about our
24 community. That these people were so
25 willing to just drop everything and do

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1 this work. And I want to thank them.

2 And I -- and -- and I know that I speak
3 on behalf of the rest of the City
4 Council in thanking their efforts to
5 evaluate these candidates.

6 And they basically came up with
7 their own rules and they came up with a
8 process that was fair and transparent
9 that gave each of the candidate's time
10 to answer the questions and -- and then
11 deliberate on them. And I cannot thank
12 them enough.

13 So now we continue that process of
14 transparency. We're not going in the
15 executive session, what we're going to
16 do right now. You're going to see us
17 deliberate about this. I'm going to now
18 ask each City Council member, who has
19 reviewed the -- both the assessment of
20 the search committee's report and also
21 watched the interviews. I know we all
22 watched them.

23 I'm going to ask each of them to
24 give their opinions, and where they --
25 where -- who they believe should --

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1 should be the next Commissioner of
2 Public Works. I'm going to call upon
3 first the Accounts Commissioner Dillon
4 Moran. And I -- there's usually a 60
5 second so he may be a second, Dillon.

6 COMMISSIONER MORAN: Thank you. Mr.
7 -- thank you, Mr. Mayor. And I too
8 reflect your -- your gratefulness for
9 the service of the members of the
10 committee. Again, our community is full
11 of tremendous people, and I appreciate
12 all their efforts.

13 I myself did have the opportunity
14 and made the time to speak with each of
15 the candidates. And that's not to say I
16 -- I did that in deference to the mayor.
17 I did that and had started having those
18 conversations before the -- the full
19 concept of the -- the committee had been
20 formulated and that I had met with one,
21 I should meet with all.

22 I also -- from a professional
23 standpoint, have a lot of understanding
24 of the issues of the Department of
25 Public Works. And so in my

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1 conversations, I felt everyone was
2 incredibly engaging and had their heart
3 and mind in the right place. I even met
4 with Mr. Bullock, who has since pulled
5 back his candidacy.

6 I just have a few comments. First
7 and foremost, Anthony junior. My heart
8 goes out to you. We've known each other
9 for a very long time. And had I been in
10 your position, I -- I don't know that I
11 could have acquitted myself as well as
12 you did on Friday evening. And your
13 father has every reason to be proud.

14 To Bill McTygue, your family has
15 been in service to this community for
16 decades upon decades and -- and your
17 qualifications are -- are -- are not
18 under question at all. Your -- your
19 acumen, your willingness to -- to again,
20 step forward for your community is
21 commendable and I -- I personally thank
22 you for that.

23 To Jason Golub, who I will be
24 casting my vote for. It's been a
25 pleasure to get to know you, knowing

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1 that we have a similar background from a
2 professional standpoint and knowing the
3 -- the success that you had within the -
4 - the private business sector. I know
5 the challenges that you've faced. I
6 know the positions of responsibility
7 that you've been put in. I know the
8 acumen that you have from a financial
9 standpoint, from a managerial standpoint
10 and from a process standpoint.

11 I think this evening's vote is --
12 is as much about acknowledging the great
13 service of two families and moving this
14 community forward. And I'm very proud
15 to cast my vote for Jason Golub to be
16 our next Commissioner of Public Works.

17 MAYOR KIM: Thank you, Commissioner
18 Moran. I'll next turn to the Finance
19 Commissioner Minita Sanghvi.

20 COMMISSIONER SANGHVI: Thank you,
21 Mayor Kim. Like you -- I'd like to
22 thank our committee members. We have
23 tried to be open and transparent with
24 the process having the interviews
25 streamed so everybody could watch. I

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1 think it was a really good way to go.

2 And I do believe we have three very good
3 candidates.

4 I really appreciate Skip stepping
5 up to fulfill some of his -- some of the
6 projects his father had wanted to
7 complete. And we will obviously make
8 sure that we do complete those.

9 I would also like to recognize Bill
10 McTygue, who really selflessly stepped
11 up to serve our city. You know, I'm --
12 I'm a -- a new transplant to the city.
13 I'm -- I'm here only eight years. But -
14 - but almost immediately, you know, you
15 sort of hear of the McTygue's and ---
16 and the Scirocco families.

17 And -- and it's really incredible
18 to see that one of the things that Skip
19 did to mend those fences was the
20 carousel and -- and sort of, you know,
21 bridging the families back together and
22 -- and then for Bill to step up, you
23 know, to help take in -- to help to step
24 up to -- to help DPW in -- in the week
25 of Skip's demise. So I really applaud

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1 Bill for stepping up and -- and I

2 believe our city is truly grateful for
3 his devotion.

4 The report is very clear in their
5 recommendation. And I believe that
6 Jason's outlook for our city, especially
7 in his interviews was broad and
8 thoughtful. I know he knows that he has
9 big shoes to fill, but I believe he is
10 ready, able, he has the experience and
11 the insight. And I look forward to
12 working with him on the environmental
13 initiatives that we are hoping to work
14 on.

15 MAYOR KIM: Thank you, Commissioner
16 Sanghvi. Next Commissioner of Public
17 Safety, Jim Montagnino.

18 COMMISSIONER MONTAGNINO: Thank
19 you, Mr. Mayor. I too would like to
20 echo the sentiments that have been
21 expressed thus far. The thanks that we
22 have for the work that the committee did
23 on very short notice. They worked very
24 thoroughly and did a great job in
25 bringing on the questions to ask of the

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1 candidates, the method in which they
2 conducted the hearing.

3 I -- I do want to state for the
4 record that I made my decision before
5 hearing what the committee's
6 recommendation was. Frankly, the
7 committee's recommendation means nothing
8 to me. I make the decision based upon
9 the facts that were established and the
10 statements that were made at the
11 hearing.

12 I watched it livestream. I took
13 notes on the statements of each and
14 every one of the candidates. And even
15 though this ordinarily would not be
16 subject to a freedom of information law
17 request, I would gladly share my notes
18 with anyone who wants to see them. I
19 want the decision process to be as
20 transparent as possible. I took the
21 notes contemporaneous with the
22 statements that the candidates made.

23 I also want to note for the record
24 that I did not speak with any of the
25 three candidates either before or after

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1 their interviews with the committee. I

2 -- I know two of the three candidates
3 personally, I don't know Mr. Scirocco.

4 Bill McTygue has supported my
5 campaign. He's contributed to my
6 campaign. That's a matter of public
7 record.

8 Jason Golub supported my campaign
9 as well, but those -- those facts I put
10 out there for everyone to know, but
11 those are not anything -- they're not
12 relevant to my decision-making process.
13 Basically, I'll -- I'll -- I'll go
14 through each of the candidates. They're
15 -- they're all wonderful and dedicated
16 people.

17 Bill McTygue, I don't think there'd
18 be anyone who could disagree with the
19 fact that he could take over the
20 Department of Public Works tomorrow
21 morning. There's nothing that he
22 doesn't know about how to run DPW. He's
23 worked there forever. His brother
24 worked there. His father worked there.
25 His grandfather worked there. No

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question there whatsoever.

The problem that I have with Bill McTygue as a candidate for this position is that he was honest enough with everybody and he said that he was not intending to run for the office. And what that means as a matter of simple deduction, is that win, lose, or draw in less than a year's time, there would be three separate administrations running DPW if Bill McTygue were the interim Commissioner. That to me was the most important factor in the decision with regard to his candidacy.

With regard to Anthony Scirocco, I -- I sympathize with him on the loss of his dad. I -- I remember, even though it's 27 years ago, when my dad passed, it seems like yesterday. It's -- it's -- it's one of the most painful things for anyone to experience. And -- and it was remarkable how he rebounded and presented himself. Seems he's not a person who's used to speaking publicly, but he acquitted himself very -- very

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well.

I think with regard to the running
of DPW, Anthony Scirocco could do it
with his eyes closed. But the
Commissioner of Public Works in our form
of government wears two hats. There's
the operation of the department, but
there's also the role in the City
Council. And it's in that second
legislative arena that Mr. Scirocco in -
- in my opinion was not as fluent with
the issues of the day.

He's a sincere man. No -- no
question about that. I don't want to
detract from -- from the man as a person
and -- and the man as a -- a family man
and a dedicated member of the community,
but some of his answers to certain
questions.

For example, the question regarding
the civilian review board, he basically
said I -- I really don't have an opinion
on it. That's a topic that's been in
the forefront of our discussions for
years now. So that was a factor that

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1 militated against choosing Anthony for
2 the position.

3 In Jason Golub's case, obviously
4 he's a brilliant man. I -- I do have a
5 matter of -- in all -- in all fairness,
6 he's a Columbia graduate and I'm a
7 Princeton guy, but I'm not going to hold
8 that against him. He hasn't run for
9 political office before. He -- he did
10 say something that -- that frankly
11 troubles me and that is he isn't able to
12 dedicate full-time effort to DPW.

13 I learned that public safety is
14 more than a full-time job. I've worked
15 almost every Saturday and several
16 Sundays in addition to Monday to Friday
17 since I -- since I took office. I think
18 DPW is similar to that, though I do give
19 Jason a lot of credit in his trust in
20 the ability of Joe O'Neill and the crew
21 at DPW.

22 I think Jason was humble about that
23 and accepting of the fact that he's
24 going to need an awful lot of help to
25 run the department. He's had experience

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1 in -- in the legislative arena, in his
2 co-chairmanship of the police reform
3 task force. He's acquitted himself very
4 well with that. The recommendations of
5 the task force were measured, thorough,
6 well thought out. As anyone can see
7 from the record, the proposal on the
8 CRB, very, very closely tracks, the
9 recommendations that were made by the
10 taskforce itself. So clearly he's got
11 the skill in the legislative arena.

12 His -- his ideas with regard to
13 what he said was not needing to reinvent
14 the wheel. He -- he -- he had knowledge
15 of how other cities similar to Saratoga
16 Springs have dealt with certain issues.
17 And I think that's -- that's a
18 refreshing thing and something that'll
19 be definitely welcome in -- in the City
20 Council to -- to share other ideas,
21 answers that other cities have had for
22 their issues.

23 So having said all that, my
24 considered opinion is that Jason Golub
25 would be the best candidate for the

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Commissioner of Public Works. And I

cast my vote for him. Thank you.

MAYOR KIM: Thank you, Commissioner Montagnino. So this was a difficult decision for me. The one thing I was committed to when it was clear, we were unfortunately going to have to take on this task in, you know, we've only all been in office less than six months. Was I wanted to make it transparent and open to the public because the only reason we're here is because voters voted for us?

We can't have voters vote for us in this situation. We can't put these individuals up for election. So I felt like the only way we could sort of get that kind of input was to make sure that it was all public. That we weren't going back in a room and talking about it.

That we were really doing this in front of the people who voted for us only six months ago or less. So that was the commitment I had. It was a

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1 difficult choice because I've probably
2 known these people longer than anyone
3 else sitting here in the -- in the sense
4 of I shared -- I -- I was on the City
5 Council when Bill McTygue was the
6 Director of Public Works, and his
7 brother was the Commissioner of -- of
8 Public Works.

9 And we talk about the great things
10 that Commissioner Scirocco did for this
11 city, but they're all matched by the
12 work that the -- Commissioner McTygue
13 did. Whether it be the carousel or the
14 casino or any of the other work that he
15 did in the city. There is nowhere you
16 can go in the city without seeing some
17 of the -- the work that the McTygue's
18 did.

19 In the end, I agreed with the
20 search committee and my colleagues here
21 to support Jason Golub because of
22 several things he said that I thought
23 were very important, and then I'll end
24 with what I think is his challenge. I
25 thought all the candidates did an

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1 excellent job in community --

2 communicating their aspirations and
3 goals, but I thought Jason's idea as one
4 to implement a recycling program, which
5 the city and city hall does not have,
6 was an excellent idea. And that an
7 operational audit proposal was a great
8 idea because the -- the Department of
9 Public Works, when you come into this
10 role as a commissioner or the mayor, you
11 recognize how critical the Department of
12 Public Works is in all -- in some -- in
13 so many of the things that we want to
14 do.

15 Whether it be a bike path, whether
16 it be thinking about how we open up the
17 -- open up public spaces to, you know,
18 for instance, there's a proposal to
19 basically allow alcohol use in certain
20 places where we have entertainment.

21 Whether it be how we market the casino.

22 All of these things end up being
23 issues that the Department of Public
24 Works has to play a role in, and we
25 really need them so vitally to -- to --

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1 to do that. We sit in a hall -- in a --
2 in a -- in a place that essentially is
3 maintained by the Department of Public
4 Works.

5 So it is so critical that that
6 department be operational and efficient
7 and be able to carry on the work of --
8 of this city because we -- we can't get
9 - there are so many things we can't get
10 done. And so that's where I end, while
11 I support Jason whole heartedly, I think
12 he will be a good commissioner.

13 I echo some of the words that
14 Commissioner Montagnino said. The
15 challenge really is this is a full-time
16 job. I'm not going to -- I'm not sugar
17 coating that. I -- the -- the reality
18 of this job, I've sat in the
19 Commissioner of Public Safety. I've
20 done this job. I was a practicing
21 attorney through both. I can tell you
22 that it is a full-time job.

23 There are -- the -- these are --
24 the commissioner form of government, how
25 it's been set up essentially requires an

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1 awful lot of your time. And so the
2 challenge for -- for Mr. Golub to take
3 this office, and I think he's up to it,
4 is that he's going to have to figure out
5 how to balance a hell of a lot. But as
6 I said, I think he's up to it, but I --
7 I do say that with some, you know,
8 that's -- that's the one concern is --
9 is -- it is very difficult.

10 He has a great staff. I've worked
11 -- because of Commissioner Scirocco's
12 absence, I've worked probably much more
13 closely with his executive staff than a
14 mayor normally would -- would in a
15 commissioner form of government. And
16 he's got an excellent staff. Another
17 credit to Commissioner Scirocco, in
18 terms of the people he -- he brought to
19 -- to his executive staff because
20 they're great. And that will be a great
21 asset to you, Jason.

22 So I want to move per section 2.4
23 of the charter to appoint Jason Golub to
24 fill the current vacancy of Commissioner
25 of Public Works based on the comments of

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the members of the City Council. Do I

have a second?

COMMISSIONER MONTAGNINO: Second.

COMMISSIONER MORAN: Second.

MAYOR KIM: Is there any further
discussion on that motion? I don't
know. Are we required to have a roll
call vote Tony, or?

COUNSEL IZZO: No.

MAYOR KIM: Okay. All in favor.

ALL: Aye.

MAYOR KIM: Opposed. Abstentions.
Motion carries. Congratulations.
Jason, if you want to take a couple of
minutes to make -- I don't want to put
you on the spot, but you're pretty good
at talking on your feet. So I'll --
I'll let you -- I'll give you two
minutes.

MR. Golub: Oh, great.

(Indiscernible)

MR. Golub: Well thank you all.
Thank you to the council. Thank you for
the -- to the committee for your support
of me, of my vision for the Department

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1 of Public Works. I am kind of at a loss
2 for words, which as the mayor said is
3 rarely the case. It's been a long,
4 interesting journey. And I imagine
5 that's just at the beginning.

6 I am supremely confident that we
7 can do great things in this City. And
8 that we can really make a huge
9 difference in the lives of the people
10 who live here. And that's what I'm
11 committed to doing. I'm committed to
12 doing that with all of you here, and I'm
13 committed to doing that with all of you
14 here. And I plan to operate DPW the way
15 I operate the rest of my life, which
16 will be transparent and accountable to
17 all of you. And hopefully in
18 partnership with all of you.

19 I do want to take a minute to thank
20 Commissioner Scirocco for his service to
21 this community. I have big shoes to
22 fill. There's no doubt. And I would
23 also thank the McTygue's for their
24 commitment to this community. I
25 understand where Tommy's coming from, I

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1 get it, they've committed their lives to
2 DPW and that means a lot to them. And I
3 -- I applaud the sentiment if not the
4 words.

5 So that's really all I have to say.
6 Thank you all for your support. And I
7 hope I get to work with all of you over
8 the coming weeks and months, and I earn
9 your support in the election come next
10 November. Thank you.

11 MAYOR KIM: Congratulations. Just
12 as a note to that -- the -- the
13 appointment becomes effective upon
14 signing the oaths and that you -- you
15 can also take the oaths with the -- one
16 of the Judges downstairs. If -- we can
17 set that up, just give us a call and we
18 can talk about that. Okay. But
19 tomorrow you probably want to get in
20 here.

21 I'm going to move to my third -- I
22 -- I -- I have several announcements.
23 Third is an announcement. This is Asian
24 American and Pacific Islander Heritage
25 Month. Every May is -- has been

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designated that since the 1990s. And we
2 will be announcing some activities
3 during the month of May that the public
4 can participate in. The next
5 announcement is the --

6 COMMISSIONER SANGHVI: Actually,
7 can I take a minute?

8 MAYOR KIM: Oh, I'm sorry.

9 COMMISSIONER SANGHVI: I just --
10 since you are talking about May being
11 the Asian American and Pacific Islander
12 Heritage Month, I also want to take a
13 moment to acknowledge Ron Kim, the first
14 Asian mayor in all of New York State.
15 That's a big deal and you know, this is
16 a good moment to acknowledge that.

17 MAYOR KIM: Thank you. Appreciate
18 it. And the second commissioner so --
19 of Asian American heritage in -- in
20 Saratoga Springs so --

21 COMMISSIONER MORAN: Very diverse town.

22 MAYOR KIM: Yeah. Yeah. Thank
23 you. Any other comments? I will -- the
24 -- the next announcement is Saratoga
25 Farmers Markets' May location.

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Starting tomorrow, May 4th the

Saratoga Farmer's Market will be located right outside the City Center parking garage on High Rock from 3:00 to 6:00 p.m. This is a slight change in their location. They're going to be there every Wednesday.

And the reason for that is their regular site, the High Rock is undergoing construction for the downtown connector multi-use trail. And so they -- they're -- they're sort of being blocked out of that area. And this is also by way of thanking them for their flexibility for -- while we're doing this construction.

They're -- they're going to be on Wednesdays in front of the parking garage, and then on Saturday's in-- just in May, they're going to be at the Wilton Mall parking lot near the Trustco entrance across from BJ's and that's just for May. And then starting in June, they'll be back where -- in High Rock Park and we're looking forward to

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that.

Our next announcement is a
proclamation on national bike month.

May is also national bike month.

Whereas May is national bike month and
is sponsored by the League of American
Bicyclists and celebrating the community
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 -- and encourage more folks to give
biking a try. And whereas whether you
bike to work or school or 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 bicycle friendly

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community has been shown to improve
citizen's health, wellbeing, and quality
of life. Growing the economy of
Saratoga Springs by attracting tourism
dollars, improving traffic safety,
reducing pollution, congestion, and wear
and tear on our streets and roads. And
whereas a city complete streets advisory
board, New York State Saratoga spots,
State Park, Saratoga County by Toga, and
the Saratoga Chamber of Commerce are
also promoting bike -- 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 are
going to help you enjoy your biking
more. Have your bike checked over by a
-- a qualified bicycle shop. Always
wear a helmet to protect your head in
event of a crash and ride in the
rightmost lane that goes into direction
that you're traveling, obey all stop
signs, traffic lights, and lane

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2 markings. Look before you change lanes
3 or signal a turn and be visible and
4 predictable at all times.

5 Now, therefore I, Ron Kim, Mayor of
6 the City of Saratoga Springs in
7 recognition of the national bike month,
8 urge everyone to bike to work or try
9 cycling for fun, fitness or
10 transportation. And the date for our
11 bike to work is Wednesday, June 1st.
12 And we hope that everyone does do that.

13 We have a team at the City of
14 Saratoga Springs, Tina Carton is our --
15 our -- our chief there and we hope
16 everybody does bike to work on June 1st.

17 Next announcement is the promotion
18 of No Mow May. No Mow May, a tongue
19 twister, but also a national movement in
20 which people don't mow their lawns for
21 one month in order to help provide more
22 food sources for bees and other
23 pollinators emerging from winter
24 hibernation.

25 Lawns that remain unmowed during
the month of May allow more species to

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2 grow, including some that flower early
3 in the year, and have -- help sustain
4 pollinators. The movement has spread
5 throughout the United States and
6 according to an article in the New York
7 Times, No Mow May is a simple but very
8 effective way that we can help bees and
9 other pollinators, which are facing
10 catastrophic declines due to climate
11 change, pesticides and habitat loss.

12 So we're encouraging everyone for
13 this month only not mow your lawn. And
14 in case you were wondering, No Mow May,
15 does not violate any laws in the City of
16 Saratoga Springs. The City requires
17 property owners only to mow their lawns
18 in June, July, and August. So -- and if
19 you live outside, we -- of Saratoga
20 Springs, you want to check your local
21 ordinances, but most of them are
22 similar.

23 We also are -- Sustainable Saratoga
24 is -- is featuring these signs. If you
25 want one to put on your lawn, instead of
 mowing it, contact

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pollinators@sustainablesaratoga.org, and
they will get you one and you can put it
on your lawn and -- and support this
effort to make sure that our pollinators
are saved this -- this May.

COMMISSSIONER SANGHVI: Mayor Kim,
just a quick --

MAYOR KIM: Sure.

COMMISSIONER SANGHVI: -- addition
to that. The -- last weekend was Tree
Toga and our City, we planted about 50
plus trees. Deputy Mayor, Angela Rella
and I both were there. My family my --
my wife Meghan, and our son Jamie, we
all planted a tree and dug out the dirt
and Jamie helped a lot. And -- and
we've done this in -- in previous years
too.

So -- and -- and that's when I
heard of No Mow May. And our family
signed onto it, and we have one of those
signs now in our garden. So we will be
not mowing in the month of May, and
we'll help butterflies, and all sorts of
birds and insects thrive in our garden.

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1 MAYOR KIM: Thank you,
2 Commissioner. Any other comments? The
3 next announcement is an appointment to
4 the Complete Streets advisory board.
5 I'm reappointing Ted Orzo (phonetic) to
6 the Complete Streets advisory board.

7 Ted was originally appointed in
8 2017. He's a professional City planner
9 having previously worked in -- for the
10 New York City MTA as a transportation
11 planner and is a valuable member of the
12 complete streets advisory board. And
13 I'm pleased to appoint him to another
14 five-year term. And I look forward to
15 his continued advocacy and council.

16 My eighth item is an appointment to
17 Saratoga Springs Housing Authority, the
18 Board of Commissioners. I'm
19 reappointing Joy King to the Saratoga
20 Springs Housing Authority Board. This
21 is her third term serving in the City in
22 this capacity. She was first appointed
23 in 2012. She's a lifelong resident of
24 Saratoga Springs, who's very active in a
25 number of civic and political

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organizations in the city.

She's been on the Housing Authority
Board for several years and is committed
to the concept of affordable housing in
Saratoga Springs. I'm pleased to
reappoint her to another five-year term,
and I thank her for continued service to
this City.

My ninth item is an announcement.
We are requesting from the Commissioner
of Finance, a report on the status of e-
mail distribution to private parties.
Per charter section article three,
subsection H, I'm requesting that the
Department of Finance and in particular,
the IT department overseen by the
Commissioner of Finance, provide a
report on or before May 12th, 2022.

Regarding any distribution of
private e-mail addresses and any other
information to parties outside Saratoga
Springs city government. I'm
specifically requesting that they review
any possible distribution of e-mail
contact information to outside parties

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collected by the Recreation Department
in the normal course of its duties from
2015 to today.

Just to give you some context on
this, we've become aware that there --
there may have been a distribution of e-
mail lists at some point from the Rec
Department. Give you the little bit of
a context, Rec Department is out there
constantly collecting contact name for,
you know, the coaches, the participants
of -- of -- of these sports, etcetera.

And we've become aware of
essentially those e-mails being utilized
by third parties. And the likelihood
is, the only way they could have gotten
the e-mails is through somehow the --
the -- the Rec Department. Somebody
basically getting into the Rec
Department's e-mail chain.

So the Finance Department oversees
the -- the IT department. So we're
asking them to take a look at this.
There should be some metadata, some
information that might indicate who

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actually made this distribution so that
2 we can understand how -- how we can
3 secure these e-mails. I don't know if
4 there's any comments from the City
5 Council members?

6 COMMISSIONER SANGHVI: We are happy
7 to look into it. Do we need to provide
8 this by the 12th? Can we have a little
9 more time so that we can do a thorough
10 investigation?

11 MAYOR KIM: I -- I -- I -- we chose
12 that to give you ten days, but we can
13 certainly talk about.

14 COMMISSIONER SANGHVI: Okay. Just
15 because there's some --

16 COMMISSIONER MORAN: If I can offer
17 --

18 COMMISSIONER SANGHVI:
19 (Indiscernible) Department.

20 COMMISSIONER MORAN: I'm sorry,

21 MAYOR KIM: Go ahead.

22 COMMISSIONER MORAN: If I can
23 offer, cybersecurity falls under the
24 office risk -- risk and safety
25 management. Having listened to the

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comments during the public comment

period and -- and understanding the
background on the fact that these e-mail
addresses may have been taken from the
city and -- and it provided outside the
city.

I believe this represents a
material breach of the -- the
cybersecurity elements of the -- the
city government, and as such, I believe
it's probably appropriate to point it to
-- bring this to the attention of
travelers and we may be able to get the
forensic expertise quicker than perhaps
provisioning it within the internal IT
department, which we know is -- is
strapped as it is. Just an offer Mr.
Mayor, just an offer Commissioner
Sanghvi.

MAYOR KIM: Well why -- why don't
we start with this looking at what the
IT department can do, and then certainly
Commissioner Moran I will get back to
you if we're -- or I'm sure Commissioner
Sanghvi if we're -- we're struggling

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that way.

COMMISSIONER SANGHVI: Yeah. Sure.

MAYOR KIM: But I appreciate that.

Thank you.

COMMISSIONER MORAN: Yeah. Happy
to do so.

COMMISSIONER SANGHVI: Yeah, thank
you Commissioner Moran. If we need any
help or -- we can definitely have a
discussion on cybersecurity as we just
look into this

MAYOR KIM: The next item on the
city -- on the mayor's agenda is a new
program. It's a discussion and vote to
approve the community development non-
profit grant program. Before I do the
motion, I'll explain this.

Last year in the budget, it was
approved that the mayor's department
would be implementing a program to
annually distribute two -- \$200,000 or
more to local non-profits. So for this
year, it's 200,000, it could accelerate
depending on the condition of the
budgets -- each annual budget.

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1 The reason we were implementing
2 this was there was some, you know, non-
3 profit -- non-profit frustration with
4 the traditional community development
5 block grants that have limited
6 categories that they can fund. So we
7 are -- so -- so there was a -- a
8 recognition that if we could -- we could
9 annually fund into supporting some of
10 these other groups that might not get
11 funding, it -- it may be helpful and
12 critical for them.

13 And so there are three areas that
14 we will be soliciting eligible agencies
15 from. The human resources, housing and
16 workforce development, environmental
17 sustainability and resiliency and arts,
18 culture and history. And -- and the
19 last two are really two programs where
20 we really don't -- are not able to
21 typically use CDGB funds for.

22 We are implementing an application
23 and award process. So I am moving,
24 asking the -- the council to approve the
25 community development non-profit grant

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program that is attached to the agenda.

2 And is there a second?

3 COMMISSIONER MONTAGNINO: Second.

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

6 ALL: Aye.

7 MAYOR KIM: Opposed? Motion
8 carries. My next item is a discussion
9 and vote to sign the energized New York
10 C -- C-pace financing program documents.
11 This was also approved as a program last
12 year. And essentially it is a property
13 assessment, clean engine energy that
14 provides long term alternative financing
15 to fund clean energy projects in
16 commercially owned buildings.

17 In a nutshell, what this program is
18 -- is it allows loans to be provided to
19 commercial property owners that then can
20 make energy efficient improvements to
21 their property. And the city has passed
22 a local law to allow this, and now I'm
23 requesting that the city approve and
24 authorize the mayor to sign the
25 necessary documents to -- to - to

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1 implement this program. So the motion
2 is to approve the -- the mayor signing
3 and authorizing the necessary documents
4 to take advantage of the E-pace, I'm
5 sorry, C-pace financing program. And
6 that's in form of a motion. Is there a
7 second?

8 COMMISSIONER MONTAGNINO: Second.

9 COMMISSIONER MORAN: Second.

10 MAYOR KIM: Is there any discussion
11 on this -- on the motion?

12 COMMISSIONER SANGHVI: So how does
13 this impact our --

14 MAYOR KIM: So it doesn't impact
15 the budget, what I've been -- basically
16 it is -- there -- it is no cost to the
17 city. The way I understand the program
18 is that the -- the -- we basically have
19 to propose, and we've also -- we've
20 already passed the local law that
21 enables it.

22 And then this allows the --
23 essentially the EIC to loan the money to
24 commercial vendors. We don't have any
25 staff time involved. We don't spend any

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1 money. It just basically sets up the
2 program so that now the commercial
3 entities can take advantage. Yeah.
4 Tony, do you want to say a few words? I
5 don't want to put you on the spot, but -
6 -

7 COUNSEL IZZO: No I
8 (indiscernible). It is on. Nothing
9 extensive to add to your comments,
10 Mayor, you -- you -- you've -- you've
11 described it adequately. I did go over
12 the documents with Tina Carton and it --
13 it -- it appears to be in accordance
14 with the previous documents that were
15 executed.

16 It seems to be in order. So it
17 seems to be in -- in accordance with the
18 -- with -- with -- with the previous
19 local law that was passed and other
20 actions that have come before it.

21 MAYOR KIM: Great. Thank you. Any
22 other questions, comments? All in
23 favor?

24 ALL: Aye.

25 MAYOR KIM: Opposed? Motion

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1 carries. My 12th item is a discussion
2 and vote to refer to the city -- to the
3 City and County Planning Boards, the
4 proposed amendment number one of the
5 UDO, which was -- had -- we had a public
6 hearing on. And that's in a form of a
7 motion. Is there second?

8 COMMISSIONER MONTAGNINO: Second.

9 COMMISSIONER SANGHVI: Second.

10 MAYOR KIM: Any discussion? All in
11 favor?

12 ALL: Aye.

13 MAYOR KIM: Opposed? Motion
14 carries. My 13th item is a discussion
15 and vote to refer to the City and County
16 Planning Boards, the proposed amendment
17 two to the UDO. Is there a second?

18 COMMISSIONER MORAN: Second.

19 COMMISSIONER MONTAGNINO: Second.

20 MAYOR KIM: Any discussion? All in
21 favor?

22 ALL: Aye.

23 MAYOR KIM: Opposed? Motion
24 carries. The 14th item is a discussion
25 and vote to refer to the city and

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counting planning board that proposed
2 amendment three to the UDO. Is there a
3 second?

4 COMMISSIONER SANGHVI: Second.

5 MAYOR KIM: All in favor?

6 ALL: Aye.

7 MAYOR KIM: Opposed? Motion
8 carries. My 15th and final item -- I'm
9 -- I'm sorry, it isn't my final item. I
10 have to ask to add something.
11 Discussion and vote for a referral to
12 the city and county planning boards, the
13 proposed amendment four, to the UDO.
14 And that's in a form of motion. Is
15 there a second?

16 COMMISSIONER SANGHVI: Second.

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

19 ALL: Aye.

20 MAYOR KIM: Opposed? Motion
21 carries. I would ask that I -- a motion
22 to add a 15 -- a 16th item to my agenda.
23 This is an announcement regarding a
24 homeless forum that -- that the city --
25 the -- the mayor's office in connection

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2 with the rise and some of the other
3 salvation army and shelters of Saratoga
4 will be having on June 8th. And that's
5 in a form of a motion to add that to my
6 agenda.

7 COMMISSIONER SANGHVI: I second the
8 motion.

9 MAYOR KIM: Any discussion?

10 COMMISSIONER SANGHVI: So what is
11 the announcement? So this is a
12 discussion to add it?

13 MAYOR KIM: Yeah. This is
14 discussion to add it.

15 COMMISSIONER SANGHVI: Okay. Sure.

16 MAYOR KIM: Any -- all in favor?

17 ALL: Aye.

18 MAYOR KIM: Opposed? Motion
19 carries. We wanted to make this
20 announcement, we -- that the -- one of
21 the things that happens early in the
22 spring is we get a lot of questions
23 about the homeless and what -- what is -
24 - what are we doing to -- to address the
25 issues of panhandling and -- and
shelters, because of course, shelters of

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Saratoga's closes.

And so the -- the -- the -- a
number of the non-profit organizations
that address this issue met with me and
-- and the Commissioner of Public
Safety, because of course, this is also
a -- a -- an issue of public safety and
some circumstances to discuss what we
could do.

At that meeting, it really became
clear that one of the biggest things we
could do was do some communication, to
really go out there and basically tell
the public what is currently being done
by these organizations. What long term
plans, what short term plans are there.
And -- and also basically these are the
experts to tell us how the -- the -- the
best ways to sort of work with homeless
individuals and -- and make sure that
everyone feels safe, etc.

So we decided to have a forum. The
city center has offered their facility.
It is June 6th -- I'm sorry, June 8th --
June 8th, at 5:30 at the city center.

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1 We will be posting this on the website
2 and of course inviting the public to
3 this and strongly encouraging any of --
4 anyone who has an interest in either
5 addressing the homeless issue in
6 Saratoga Springs, or even just being
7 better informed about it to -- to
8 attend, because it's a real great
9 opportunity.

10 I don't know if anyone else has
11 anything to say about that issue? And -
12 - and also we -- we are looking -- we're
13 going to open up a -- a -- a sort of e-
14 mail so that people can give us
15 questions that -- that then really the
16 experts who are going to be on our panel
17 can address how, you know, that people
18 may be curious about. So we'll also
19 give them that opportunity.

20 Anyone else have a comment or
21 question? Hearing none. That concludes
22 the mayor's agenda and I'll turn it over
23 to Commissioner Moran.

24 COMMISSIONER MORAN: Thank you,
25 sir. I appreciate it. Okay. So first

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1 item on my agenda is a discussion and
2 vote. Merit to forward, the Weibel
3 Avenue, commercial PUD amendment to the
4 city and county planning boards for
5 advisory opinions.

6 I move that the additional
7 information recently provided for the
8 Weibel Avenue commercial PUD amendment
9 has merit for review and will be
10 forwarded to the city and county
11 planning boards for advisory opinion.

12 MAYOR KIM: Is there a second?

13 COMMISSIONER MONTAGNINO: Second.

14 MAYOR KIM: Any discussion?

15 COMMISSIONER MORAN: I'm certainly
16 in favor of these amended uses. We'll
17 start discussing this more as some of
18 the -- the framework of the laws come
19 out. But as I mentioned previously,
20 we're starting to develop a strategy for
21 the placement of cannabis dispensaries.

22 And I think this area with its
23 attachment to the highway, with the
24 existing parking infrastructure, with it
25 being out of the downtown proper area, I

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1 think is a -- is a perfect placement.

2 And it's a great idea.

3 MAYOR KIM: Any further discussion?

4 All in favor.

5 ALL: Aye.

6 MAYOR KIM: Opposed? Motion
7 carries.

8 COMMISSIONER MORAN:

9 Great. Thank you very much. The
10 second item on my agenda is again, an
11 announcement about our grievance class.
12 Grievance class will be held Tuesday,
13 May 10th, 2022 at 5:30 p.m. in the City
14 Council room. Residents are invited to
15 attend and learn how to directly fill
16 out the application to grieve their
17 assessments and understand the process.

18 There is no sign up for this class,
19 you can just attend. And we're going to
20 do a little show and tell here, and
21 we'll see how well I do. But we're
22 going to attempt to navigate our city
23 website and show you just where to look.
24 Oh, and look, I can't find the city
25 website 'cause I spelled it wrong.

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1 And so here we are on the city
2 website. Some of us may be or may not
3 be familiar with it. But we want to go
4 to government, and we're going to go
5 down to departments, assessments. And
6 where are our grieving your assessment.
7 So on this page, you can see we have got
8 some different bits of information. We
9 have a grievance class PowerPoint. Most
10 folks aren't, you know, potentially able
11 to make this grievance class. We have
12 the time that we have within our day.

13 And I think it's important that we
14 provide the materials to the community
15 such that they can educate themselves
16 and take advantage of this. I'd like to
17 thank Margaret Lare (phonetic) in our
18 assessment office for -- for being in
19 charge of this initiative. She does a
20 great job. She's going to be your main
21 point of contact when calling into the -
22 - the grievance office.

23 And so again, there are some
24 additional tools here. You can yourself
25 again, get your own grievance package,

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1 print it up in advance, bring it in.

2 You do not have to be there on grievance
3 day, and you don't have to be there for
4 the training either, 'cause you
5 obviously can do it at home.

6 So with that said, I'm going to
7 stop sharing. How about that for some
8 non-boomer technology skills? Okay.

9 And moving on to the third item on
10 my agenda is an announcement for
11 Grievance Day. Grievance Day is
12 Tuesday, May 24th, 2022. Residents do
13 not need to be present to grieve their
14 assessment. The resident wishes to
15 appear before the board of assessment
16 review, the residents completed
17 application and documentation must be
18 submitted to the assessment department
19 prior to the start of a hearing session.
20 At that time, the resident can receive a
21 time to appear before the board.

22 Again, that's upcoming, everyone
23 can grieve their assessment. And I
24 certainly encourage you if you feel that
25 there's inequity within your

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1 neighborhood or within homes that you're
2 aware of. First off the data on those
3 assessments is available online.

4 We'd like to thank Commissioner
5 John Franck for having led that
6 initiative and let's continue to build
7 on that. Okay. I have a new section
8 I'm titling business milestones. As you
9 know, the assessment -- rather the
10 Accounts Department does licensure of a
11 lot of businesses within this community,
12 and we've been through a trying two
13 years.

14 Saratoga Springs is -- is largely
15 defined by its small business community.
16 And I think it's incredibly important as
17 we come out of the -- the delays of the
18 last two years, we start focusing on the
19 positive things that are going on within
20 our community. And those do include
21 some tremendous milestones from some of
22 our local businesses.

23 Five years this upcoming, I
24 believe, week is the five-year
25 anniversary of C.R.E.A.T.E Studios.

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1 It's a community studio non-profit based
2 in -- on Beekman Street, and
3 fundamentally they're -- they're
4 involved in a lot of different elements
5 of art whether it's -- it's -- it's --
6 it's programs of healing, working
7 through issues that are plaguing our --
8 our -- our society today. Like social
9 injustice, physical harm that's occurred
10 to people through psychological or
11 potentially physical issues.

12 Again, this is great work that
13 these folks do. They are having a --
14 shoot I lost it, they are having a
15 ribbon cutting for their grand reopening
16 as they have a new space at 70 Beekman.
17 And I want to congratulate them on that.

18 Next in line is Saratoga Paint and
19 Sip. They're now (indiscernible) just
20 past their tenure anniversary. This
21 business is -- is owned by Mark and
22 Catherine Hover. Anybody who knows
23 Catherine understands how dynamic she is
24 on our local business scene. And again,
25 a tremendous part of our small business

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community.

They're located on Henry Street.

It -- it is literally the first of its
kind in the capital region in Saratoga
Springs. They've since after their
opening opened other locations in Latham
and Burlington. But being ten years in
business in Saratoga Springs is a
tremendous accomplishment and I'm so
proud for you. Congratulations.

Lastly, but not least. Saratoga's
Signature has been in business for 30
years folks. They offer professional
interior design services and have a
showroom in town, on Church Street. And
again, it's incorporated by Nancy Smith
and located on Church Street. I just
want to congratulate them, 30 years is
just an incredible accomplishment. And
I'm very proud for you and as is the
rest of the community.

So I encourage everyone to go check
out those businesses if you haven't seen
them recently. They certainly have been
elements of our -- our community for a

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while.

Next item on my agenda, number five is an update on outdoor dining. We've been very and I think it's important that we acknowledge the work that -- that's been done. One month ago we authorized the new temporary dining legislation that incorporated many -- many new elements. We had to procure and distribute a new set of blocks.

We had to develop a process that was now previously existing, as the prior authority was -- was -- was no longer in existence. Through, again, work with the Department of Public Works and Commissioner Scirocco, we were able to land on I think some great legislation.

And I'd like to recognize that since fundamentally standing up the documentation and approval process, we've been able to go from standstill to approved licenses for these small businesses in a two-week period of time. I don't know if many people know how

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1 much it takes to get that type of
2 production out of city hall. And -- and
3 really what it takes is people working
4 together.

5 I'm incredibly proud of each
6 department. This is a -- this is a
7 tremendous victory for all of us, the
8 collaborative work that we've been doing
9 together each and every day. And I'd
10 like to thank deputy -- deputy Mayor
11 Rella, Deputy Commissioner Crocker,
12 Deputy Commissioner O'Neal, Deputy
13 Commissioner Tetu, Chief, excuse me,
14 Assistant Chief Aaron Dyer, Marylin
15 Rivers, Patrick Cogan, Richard Tiersch,
16 Michael Veitch, and the least not of
17 which, our Assistant City Clerk, Barbara
18 Brindisi who heads up this program.

19 And, again, can't say enough about
20 Deputy Stacy Connors, and the knowledge,
21 experience and leadership that she has
22 brought to the Department of Accounts.
23 We simply could not have accomplished
24 this without you.

25 Again, I thank you for your hard

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1 work and I thank each and every one of
2 you, Mr. Mayor, and -- and fellow
3 commissioners for the participation of
4 your departments and the collaboration
5 that we demonstrated. This really was a
6 tremendous victory for all of us. We
7 can clap now, maybe. All right.

8 This next announcement,
9 unfortunately, is very close to home as
10 it is in my home right now. An
11 announcement on COVID and plans to the
12 activities.

13 So if -- if --if anyone wasn't
14 noticing, certainly Supervisor Gaston
15 has -- has -- has framed the issue for
16 us. In spite of what we may or may not
17 want, COVID will continue to be here and
18 to have a spike at this period in time
19 is very concerning. We as a local
20 community, should be taking appropriate
21 steps and recognize that social
22 distancing is still effective, wearing a
23 mask in indoor locations is effective,
24 and thank gosh, we have the opportunity
25 to -- dining outside is a much safer

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way, with which to participate in the
dining community in Saratoga Springs.

I'd really like to encourage
everyone to get their hands on rapid
tests and actively use them after you
have gone out into group settings. This
new variant can sometimes not show
itself on a rapid test, one or two times
before you'll get a positive indication.
It's really important.

I, myself am just mortified that
I've -- that -- that in catching this
I've -- I've unbeknownst to myself,
because I wasn't demonstrating symptoms,
I -- I -- I passed this on other people.
That is everyone's worst nightmare. And
it seems to be happening at a very rapid
pace.

We need to do better for each
other. And as such, we have masks
available at the -- at the entrance,
please take KN95 masks. We have tests
available for you. Please take some,
please use them, please make this a -- a
regular occurrence in your life as we go

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1 forward, because these are the tools we
2 have available.

3 Lastly -- and actually I had one
4 other -- we just recently got a news
5 release from Saratoga Hospital that
6 because of the COVID positivity rates,
7 Saratoga Hospital is tightening
8 visitation policies in response to
9 rising COVID rates at Saratoga County.

10 Under the updated policy, patients
11 -- patients can designate one visitor
12 per day between 4:00 and 8:00 p.m. As
13 always, the hospital will always compass
14 -- make compassionate exceptions,
15 determine the patient's care team on a
16 case-by-case basis.

17 Again, when the hospital is putting
18 up the warning flags, I think that is
19 more than enough that we should all as
20 well perhaps amend our behaviors a
21 little bit and take that extra caution
22 that perhaps we've allowed ourselves to
23 -- to slide away from.

24 This next item may not be appearing
25 on people's agenda. We had a technical

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1 issue with our agenda system, but this
2 is the -- an award of a bid for an
3 aquatic weed harvester, excuse me,
4 aquatic weed harvester and tilt deck
5 trailer for AlphaBoats Unlimited.

6 Upon the recommendation of the
7 Department of Public Works, I move to
8 award the bid for an aquatic weed --
9 excuse me, aquatic weed harvester and
10 tilt deck trailer for AlphaBoats
11 Unlimited in an amount not to exceed
12 167,955.

13 MAYOR KIM: Is there a second?

14 COMMISSIONER MONTAGNINO: Second.

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

17 ALL: Aye.

18 MAYOR KIM: Opposed? Motion
19 carries.

20 COMMISSIONER MORAN: I have one
21 last item, Mr. Mayor, if I may. I was
22 planning on making a comment. I thought
23 I had seen an agenda item whereby you
24 were speaking about an upcoming Arbor
25 Day and --

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1 MAYOR KIM: No commissioner, it's
2 on the Public Works Department, so we
3 could just wait for that.

4 COMMISSIONER MORAN: Oh. Okay.
5 That's my mistake. I'll hold off.
6 Thank you, sir.

7 MAYOR KIM: Okay. If that
8 concludes the accounts agenda, I -- I'll
9 ask Commissioner Sanghvi --

10 COMMISSIONER MORAN: It -- it does,
11 sir.

12 MAYOR KIM: -- Commissioner Sanghvi
13 to move the finance department agenda.

14 COMMISSIONER SANGHVI: Thank you,
15 Mr. Mayor. Just a quick thing. Is the
16 mic issue resolved? Can people hear me?
17 Dillon, can you hear me?

18 COMMISSIONER MORAN: No, I can't.
19 It's -- it's -- it's

20 COMMISSIONER SANGHVI: So it seems
21 like people here can hear me just fine,
22 but people outside cannot hear me. Is
23 it possible we can switch out the mics
24 then? Thank you. All right. So the
25 first item on my agenda --

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1 COMMISSIONER MORAN: Much better.

2 Thank you.

3 COMMISSIONER SANGHVI: -- is an
4 update on participatory budgeting.
5 We've started receiving applications for
6 participatory budgeting committee, and
7 we thank all who have applied. If
8 you're thinking of applying, now is the
9 time. The deadline for committee
10 applications is May 15th.

11 Any Saratoga resident aged 18 plus
12 is welcome to apply. Please contact our
13 Deputy Commissioner of Finance, Heather
14 Crocker. If you have questions about
15 how to apply it's available on our city
16 website, if you go under finance and
17 participatory budgeting, it's right
18 there.

19 We are planning to finalize the
20 committee by mid-May, and I will make
21 the announcement on May 17th at our next
22 City Council meeting. All right.

23 The next item on my agenda is our
24 preliminary financial report. This is
25 the annual financial report update

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document for Saratoga Springs for the
fiscal year ended December 31st, 2021,
which was filed with the state
controller's office on April 28th, 2022.
Before I start getting into the
specifics and nerding out, I want to
acknowledge all the hard work of the
finance department. There's a lot of
work that goes into making this
document.

And so I am grateful for the work
they've done throughout the year to get
us here. I'm grateful for Commissioner
Madigan's leadership in 2021 to help us
get here. And, you know, we have a
really incredible team at city hall, and

I especially want to acknowledge
our Director of Finance, Christine
Gillmett-Brown, who made sure this was
done well and submitted on time. So
thank you everybody.

Again, this is a preliminary report
as people who have been through this
process will know, now we will have the
auditors. And then by end of September,

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1 we'll have the final audited financial
2 statements that will be released to City
3 Council.

4 So let's get into the report. As
5 one can imagine, 2021 was a lot better
6 than 2020. We have a surplus. So the
7 surplus is an annual calculation, it is
8 the amount of expenditure compared to
9 the revenue in any given year. It is
10 not an amount available for expenditure.

11 However, it contributes to this
12 amount. In 2021, we ended with a
13 surplus of about \$9 million and an
14 excess fund balance of approximately
15 \$1.9 million. And so while 2021 was a
16 robust year and while our total revenues
17 have never been this high, this is
18 partly due to onetime events.

19 One is \$3.9 million of federal
20 funding that we got because of COVID,
21 which we are not going to get next year.
22 As well as a onetime sale of revenue of
23 -- of city property that generated about
24 \$2 million of revenue. So about \$6
25 million really is onetime you know, sort

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of a windfall. The 2021 fund balance we
ended with -- so in 2021, we've ended
with a fund balance of 7.6 million
restricted assigned or non-spendable,
and 15.4 million in unrestricted
unassigned amounts.

So the fund balance is a
compilation of annual surpluses and
deficits since -- surpluses or deficits
-- since city finances were established.
Each year the annual surplus is added to
the prior year's fund balance to
calculate the current year's total.

There are different kinds of fund
balances. They are restricted to
specific expenditures. Those are not
available to be used freely. One is
available to, you know, it's -- it's for
emergencies, crisis, opportunities or
other unexpected events. So you have a
-- a restricted fund balance, which
totals \$1.79 million, which includes the
retirement reserve, insurance reserve,
capital reserve, tax stabilization
reserve.

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1 And these are govern -- governed by
2 New York state law. Assignments total
3 \$2.6 million, include nonprofits, refund
4 for prior year taxes, recycling, IT
5 initiatives, police reform task force,
6 sick leave, staff cost adjustments. And
7 these are governed by City Council.
8 Encumbrances total \$2.6 million, which
9 represent expenditures committed to
10 2021, but which are paid thereafter.
11 Non-Spendable total \$1.18 million, which
12 represent amounts that cannot be
13 expended, and unrestricted unassigned
14 totals 15.4 million.

15 Our fund balance policy restricts
16 fund balance to 10. So the way it works
17 is you have 10 percent minimum and 25
18 percent maximum of general fund adopted
19 budget. That's been our fund balance --
20 fund balance policy. Currently, our
21 fund balance is at 28.49 percent, which
22 means we will be looking at reducing our
23 fund balance to meet our policy
24 requirements. All right.

25 So some of the 2021 revenues,

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1 obviously, like I said, we had a couple
2 of onetime revenues. We also had a -- a
3 very good sales tax year. I've talked
4 about this before. It was a 35 percent
5 year on year increase from 2020. Our
6 hotel occupancy tax was 120 percent
7 increase over 2020, again, not
8 unexpected since, you know, it was COVID
9 year.

10 Our mortgage tax increased 34
11 percent over 2020 with about \$2 million.
12 And some of the other revenues were
13 greater in 2020, but lower than what we
14 had budgeted for. For example,
15 ambulance fees was \$1.4 million, which
16 was 34 percent more than what we had
17 collected in 2020, but 11 percent less
18 than what we had budgeted for in 2021.

19 So you know, just to sort of keep
20 that in mind. Our 2021 expenditures,
21 obviously similarly our general fund
22 expenses, we had some expenses that were
23 higher than 2020, but lower than
24 budgeted.

25 For example, our health insurance

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1 was about \$7.2 million, which was a 1
2 percent increase compared to 2020, but
3 \$373,000 lower than budgeted. By the
4 way, health insurance is 16 percent of
5 our general fund expense. So it's
6 pretty sizable. Another expense to note
7 is our overtime, which was almost a
8 million dollars at \$912,000. This is a
9 15 percent increase from our 2020
10 numbers and definitely something we can
11 work on.

12 And finally, our -- total general
13 fund expenses were basically \$1 million
14 more than 2020, but 3.7 million less
15 than the revised budget, which is not
16 including encumbrances. Let's see. I
17 have the report here.

18 So our cash balances at the end of
19 2021 are \$4.86 million less than 2020.
20 This is due to the full payment of loans
21 and tax anticipation notes used to cover
22 cash deficits during peak pandemic
23 periods of 2020.

24 Reserve balances also declined but
25 have since been largely replenished. So

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1 in -- in -- all in all, here are our two
2 cents on this. I am upbeat about our
3 city's financial health, but I also
4 recommend a more restrained approach.
5 You know, we must not forget that the
6 success of 2021 was largely due to
7 onetime revenue sources, like I've
8 explained the city property and the
9 federal funds, which leave a gap in the
10 general fund budget that we will need to
11 be filling in 2022 and 2023. Well 2023,
12 more importantly.

13 Our focus right now, especially in
14 the finance department, is to restore
15 our city's financial stability. We are
16 still seeing waves of COVID raging
17 through our community. We have a third
18 EMS fire station to build. We have to
19 fund the hiring of firefighters and our
20 capital reserve is currently half of
21 what it was in 2018.

22 I will provide my complete set of
23 recommendations regarding the excess
24 fund balance in October, 2022, after the
25 final audited reports have been released

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1 to City Council. I will work with City
2 Council to find the best solutions that
3 work for the city, our community, and
4 that ensure we maintain a -- AA plus
5 bond rating. But I'm pleased to report
6 that our 2022 revenues have so far been
7 strong and up. I'm really optimistic
8 about a good robust summer tourist
9 season. Any questions about the AUD?
10 Okay. All right.

11 The next item on my agenda is city
12 finance updates. Our -- like I
13 mentioned, our revenues for 2022 look
14 strong and we are hoping that we will be
15 able to fill the \$3.9 million hole.
16 I've talked about sales tax and mortgage
17 tax both of which are higher than 2021.
18 We also assessed April penalties on
19 installments for 2022 city and county
20 tax bills, as well as delinquent school
21 tax bills.

22 We mailed approximately 9,000 late
23 notices for city county and school tax
24 bills. Water bills were also mailed by
25 DPW. So we are collecting payments for

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1 that in the finance office. And we are
2 currently preparing to file the first
3 quarter report, which is due May 15th.

4 The next item on my agenda is a
5 discussion and vote. This is for a
6 resolution of a full-time non-employee -
7 - non-union employee. This resolution
8 is required in order to have the
9 authority to pay wages and benefits to
10 employees who are not in any union.

11 We are adding a title executive
12 assistant to the commissioner of
13 finance. And in order to be consistent
14 with other executive assistants in other
15 departments, namely DPW, Department of
16 Public Safety and the mayor's office.

17 This title has been approved by the
18 civil service commission as exempt and
19 is therefore a non-union position and
20 must be added to this resolution in
21 order to have the authorization to
22 provide salary and benefits to the
23 employee.

24 This resolution has been checked
25 and approved by our City Attorney Tony

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Izzo. There was, I believe, some

language that has been corrected.

There's a typo that was also corrected.

The finance department had another

funded position that was not filled, and

the funds will be transferred from that

position to the executive assistant

position when approved. So we are not,

you know, adding anything new to the

budget. This was already sort of funded

just in a different area.

The final version will also contain

a formatting correction, which was

spotted by the secretary to the council,

Lisa Ribis, after the agenda was

published. It does not change anything

substantive. The deputy mayor is listed

twice in that version that is uploaded.

I move that the City Council

approved the resolution for full-time

non-union employee executive assistant.

Oh, sorry. Before I -- I believe that

the non-union employee resolution also

has to be updated in August, and I

believe that there might be some updates

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1 coming down the line. But, you know, we
2 didn't want to wait that long to hire
3 someone. And so I move that the City
4 Council approve the resolution for full-
5 time non-union employee executive
6 assistant as included with the agenda.
7 This is a motion.

8 MAYOR KIM: Is there a second?

9 COMMISSIONER MONTAGNINO: Second.

10 MAYOR KIM: I'm going to oppose the
11 motion. And it's not because I don't
12 agree with the idea that the
13 commissioner -- a public -- finance
14 should have an executive assistant.
15 When I got here, this resolution was
16 sort of put in front of us.

17 It has been -- it -- it's very hard
18 to trace exactly when this resolution
19 began because there's actually a
20 statement in here, I'll read, right.
21 The terms of this resolution shall take
22 place on January 1st, 2007 -- January
23 1st, 2007.

24 Yet apparently, the first time it -
25 - it was issued was July 19th, 2011. So

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1 it -- it calls actually for terms and
2 conditions five years in the future.
3 That -- that's one example. I'm going
4 to go through several others. There are
5 actually 20 that I can find errors or
6 problems in this resolution. I'm an
7 employment attorney.

8 I've done -- I've practiced
9 employment work for 30 years. When I
10 first saw this resolution and I was told
11 and I accepted it on face value that --
12 well, you need this to hire non-union
13 employees. We did pass this for the
14 commissioner, the -- to hire the deputy
15 commissioners, the deputy mayor,
16 etcetera.

17 And then when we took another look
18 at this a couple months later, when we
19 hired the city attorney, it became very
20 clear at that point, when I studied
21 this, that this -- this resolution,
22 first of all, there -- there is no basis
23 to say that you cannot hire a non-union
24 full-time employee without doing this
25 resolution.

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1 There -- there -- that -- the only
2 basis that I have been able to find is
3 that it's always been done this way.
4 And I'm -- I'm here to assert that the
5 reason we're all sitting here is people
6 wanted us to do things differently.

7 And we shouldn't be just saying,
8 well, it was done like this for the last
9 X number of years, so we ought to always
10 do it.

11 COMMISSIONER SANGHVI: Sorry.

12 MAYOR KIM: We ought to quit --

13 COMMISSIONER SANGHVI: Can -- can I
14 just get some clarification? I'm just
15 trying to -- so you're saying that we
16 can hire someone, we don't need to do
17 the resolution?

18 MAYOR KIM: I believe you can. And
19 in fact, I'm going to propose a
20 resolution that will allow you to do
21 what you want to do without us doing
22 this, because what -- part of what I'm
23 saying --

24 COMMISSIONER SANGHVI: I'm -- I'm
25 on board with that. I'm just saying

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that --

MAYOR KIM: The -- the -- the
problem with this is we are ratifying
errors in the -- in -- in -- in essence
that are -- are -- are the most
important relationship that this city
has is with their employees. There are
-- I'll give you one example.

It -- nothing in this resolution
shall be construed to create an
employment agreement nor alter the at
will status of -- and then it lists
basically ten different employees.
However, this -- this purports to
actually cover about 15 employees.

Well we all know in statutory
construction, well if you say that
essentially there are ten employees,
that there's no -- that it -- that are
at will employees, what are the other
ones? Are they contractual employees?
Are they not? It -- it -- in other
words, that's just one of the 20 errors.

Another statutory construction,
there are four different terms for

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salary, annual salary, base salary,

salary, and then total annual base

salary. And none of them are defined.

So when -- and -- and I -- I think when

I read it, I understand why they're

using those interchangeable terms.

Because as just another example of a

mistake or -- or an error, in relating

to the very specific issue of executive

assistants, okay, they don't have the

right salary.

It's just simply wrong, if you --

if you compare it to the budget. So

there -- there are several other errors

in this. One -- one big question I

have, again, as an employment attorney

is, it seems to violate the fair labor

standard act, which says that clerical

employees ought to get overtime. I --

and then I -- you can't do that, but --

but, you know.

So the final thing, and this goes

to Commissioner Sanghvi's point that

this has to be addressed every August.

I looked at that, and again, the records

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1 are a little bit murky, it's a little
2 bit. But it's supposed to be addressed
3 in August -- August -- by August of
4 every year.

5 If that is in fact true, and it
6 says this resolution shall, which is not
7 permissive language be reviewed in 2000
8 -- so it's -- assuming that it is
9 correct on this document, that it was
10 originally proposed in 2011, it was not
11 reviewed in 2012. It was not reviewed
12 in 2015. It was not reviewed in 2017
13 and it apparently was never reviewed in
14 2021, 'cause there are no corresponding
15 resolutions for those.

16 So again, we -- we have violated
17 essentially, or this past City Councils
18 have violated a -- a -- a -- a material
19 term of -- of the resolution. Here's my
20 proposal to -- to get us where we want
21 to be. I -- I believe that the -- that
22 through the budget process, when we
23 authorize a -- a person's salary and
24 then their benefits are imputed in that
25 -- that budget line -- the -- the City

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1 Council has spoken on whether or not you
2 can hire that individual line. In other
3 words, this is the kind of resolution
4 that I don't think is necessary if it's
5 in a City Council's budget.

6 Because you manage your department,
7 I manage my department, the commissioner
8 of public safety does. We -- we don't
9 go in and -- and have to do a resolution
10 for every police officer that we hire.
11 We have a head count, and we just hire
12 them. Isn't that correct, Commissioner
13 Montagnino?

14 COMMISSIONER SANGHVI: So would --

15 MAYOR KIM: So now that's a union
16 position, but -- but why is that
17 principal different when it's a non-
18 union position? It -- it makes no -- no
19 logical sense except for, we always did
20 it this way. And -- and that's what I
21 think is -- is the -- the only reason
22 we're here today is -- is and dealing
23 with essentially a -- a -- a resolution
24 that has at least 20 years. And those
25 aren't the substantive issues about, and

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I'll give you this one example.

One of the titles in here, one of the employees, I won't talk about it publicly, essentially -- now, this is a resolution for non-union full-time employees, their compensation is tagged to the CSEA city hall bargaining unit contract. I had a long discussion with Tony about what the implications of mixing employment at will law with labor law.

They are two concepts, two different disciplines that should not be combined. But what you do is you create questions that legally have to get answered. And how do they get answered? People sue and they go to a court, all that's very expensive. So to me, I think we ought to leave this alone and think about how we get this.

And here's my proposal. There is a budget line for your position. You want to change the -- the -- the title. I think we should have a resolution, we can craft now, that changes that title

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1 and that authorizes you I would maintain
2 to hire your person. Now, I'm sure
3 you're going to get some employee that's
4 going to say, no we need the -- and I
5 want to know beyond, it's always been
6 done this way, show me what the law is
7 or the statute that requires that.

8 Because that's what I'm hearing and
9 I'm not hearing anything else. So
10 that's what I think we can do here and
11 not do this.

12 COMMISSIONER SANGHVI: Tony, do you
13 have any -- 'cause I'm happy to go the
14 route that the mayor is suggesting and -
15 - and we can do the resolution that way,
16 but I want to make sure that we can
17 hire, that we have the authorization and
18 the appropriation to be able to pay this
19 person.

20 COUNSEL IZZO: Sure. I think --

21 COMMISSIONER MORAN: If I may just
22 offer a moment, I want to -- couple of
23 things. One, reaffirm what the mayor
24 said earlier and that's fundamentally, I
25 believe Commissioner Sanghvi has the

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1 ability to make any hires within her
2 department specifically when they are
3 budgeted. And I support your ability to
4 do so.

5 I would like again, I -- as we've
6 talked, I do see multiple issues with
7 this -- this -- this document and what
8 causes me the most concern is the issue
9 of carrying this on and that there's so
10 many issues melded. If the only method
11 to affect bringing on this executive
12 assistant is this document, I would
13 support it and -- and I would support it
14 only because I believe you have the
15 right to -- to hire this employee.

16 But I -- I think we've all, you
17 know, had conversations behind the
18 scenes that this needs to get fixed.
19 There are multiple exposures that the
20 mayor has pointed out and I support
21 again, Commissioner Sanghvi's desire and
22 right to hire this executive assistant.
23 I would support a motion at the table
24 that made this very, very simple and
25 easy if -- if there need be any sort of

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1 reinforcement to your right to make this
2 hire commissioner.

3 And -- and that being said I'll --
4 I'll -- I'll release you back to the --
5 to the table. Thank you.

6 COUNSEL IZZO: I -- I'll make only
7 a couple of comments. Absolutely. This
8 -- this is an example of a document that
9 has been amended a number of times over
10 the years. It existed even before 2009.
11 I -- I -- my recollection is that it
12 began many years ago with a resolution
13 that basically dealt with deputies.

14 The council wanted to establish the
15 various parameters of the employment of
16 a deputy. After that, it grew. Other
17 positions were added. It sort of
18 evolved that way. There were some
19 reviews, but was there ever a thorough
20 comprehensive review? I really can't
21 answer that definitively. I know I
22 never did one, perhaps other legal
23 counsel did that I wasn't aware of.

24 Certainly, it's -- it's a document
25 that could be reviewed, and perhaps

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1 there are other and better ways to -- to
2 -- to come up with a -- a better
3 solution. The only thing you're really
4 matching that against is whether or not
5 there is an -- an -- an exogen situation
6 here where we really need to establish
7 this new position this evening, as it
8 has been proposed.

9 If that's important, then that's
10 something for your consideration. That
11 wouldn't stop you from immediately
12 beginning a review after that, and
13 continuing to make it better, possibly
14 even before August. But it -- it kind
15 of comes down to how important it is to
16 get this executive assistant position
17 funded and developed and -- and -- and
18 initiated this evening at this council
19 meeting.

20 The corrections probably need to be
21 reviewed and probably need to be
22 considered with a view toward maybe a --
23 a better way to have this method -- this
24 methodology put in place. It comes down
25 to the importance of the -- of the

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appointment being the -- the employment
2 being initiated tonight.

3 COMMISSIONER SANGHVI: Well so here
4 is another thought, Mayor Kim. I -- I
5 totally understand your concerns. Is it
6 possible we can move forward with the
7 vote today and then start working on
8 reviewing and restructuring this
9 document --

10 COUNSEL IZZO: Immediately begin
11 reviewing it and structuring it.

12 COMMISSIONER SANGHVI: --
13 immediately.

14 COUNSEL IZZO: Yes. That would be
15 -- that would be possible.

16 COMMISSIONER SANGHVI: Yeah.

17 COUNSEL IZZO: Yes.

18 MAYOR KIM: My -- my concern about
19 that is a vote on this document ratifies
20 -- again this City Council ratifying
21 what is in effect, a number of errors
22 and mistakes. And -- and let me -- let
23 me just -- I'm sorry, go ahead.

24 COMMISSIONER MONTAGNINO: Thank
25 you. Thank you. Maybe the simplest way

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1 we can do this, and I'll -- I'll -- I'll
2 ask Mr. Izzo if we can do it this way,
3 can we amend Commissioner Sanghvi's
4 motion so that it takes things out of
5 the resolution that we're discussing
6 that is obviously flawed.

7 But allows us to vote tonight to
8 authorize her hiring of an executive
9 assistant, and in due course, we can put
10 on our agenda, a comprehensive review of
11 the resolution. Would that be
12 acceptable to you?

13 MAYOR KIM: That's -- that's what I
14 would suggest.

15 COMMISSIONER MONTAGNINO: Would
16 you -- would that be acceptable to you,
17 Commissioner Sanghvi?

18 COMMISSIONER SANGHVI: That is fine
19 with me.

20 COUNSEL IZZO: So -- so the motion
21 is only to authorize Commissioner
22 Sanghvi to hire an executive assistant
23 to the commissioner of finance. Is that
24 it?

25 COMMISSIONER MONTAGNINO: That

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would be my --

COUNSEL IZZO: Did I phrase that
right?

COMMISSIONER MONTAGNINO: -- that
-- that's my motion to amend
Commissioner Sanghvi's.

COUNSEL IZZO: Okay.

COMMISSIONER SANGHVI: That is fine
with me.

COUNSEL IZZO: Commissioner, does
that get you where you want to be with
us?

COMMISSIONER SANGHVI: Yeah.

COUNSEL IZZO: And we can -- we can
immediately begin review of the
resolution and try to make it better.

COMMISSIONER SANGHVI: Okay.

COUNSEL IZZO: Okay.

COMMISSIONER MONTAGNINO: So then,
I guess we moved to a -- a vote on the
motion.

MAYOR KIM: So we have to withdraw
the current motion on the table.

COMMISSIONER SANGHVI: I will
withdraw the current motion on the

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table.

MAYOR KIM: Is there a second.

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: All in favor?

COMMISSIONER MORAN: Second.

ALL: Aye.

MAYOR KIM: Opposed? Motion to
withdraw is -- carries. Now, who wants
to state the new motion? The new motion
would be to authorize --

COUNSEL IZZO: I -- I -- I thought
what I heard was the council authorizes
Commissioner Sanghvi to create and fill
the position of executive assistant to
the commissioner of finance.

COMMISSIONER MONTAGNINO: I -- I --
-- I -- am I correct? I think the -- the
position exists, it's just being filled.
It's not to create and --

COUNSEL IZZO: Okay.

MAYOR KIM: Authorize her to hire.

COUNSEL IZZO: Oh. It already
exists. I'm sorry. My mistake.

COMMISSIONER SANGHVI: No -- no --
no -- no. The position is funded but

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1 doesn't exist. We -- I mean, we -- we
2 are adding it to the -- the --

3 COUNSEL IZZO: Okay. So --

4 MAYOR KIM: So it's to create and
5 authorize.

6 COMMISSIONER MORAN: Changing the
7 title.

8 COUNSEL IZZO: Authorize to create
9 and fill --

10 COMMISSIONER SANGHVI: Right.

11 COUNSEL IZZO: -- the position of
12 executive assistant to the commissioner
13 of finance.

14 COMMISSIONER MONTAGNINO: I -- I
15 would second that motion.

16 COUNSEL IZZO: I think I got that
17 right.

18 MAYOR KIM: So we have a second on
19 the --

20 COMMISSIONER SANGHVI: And again,
21 this would be full-time non-union
22 employee, just -- just for the record.
23 I want to make sure that's --

24 COUNSEL IZZO: As you -- you're
25 creating it as -- as such, right?

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1 COMMISSIONER SANGHVI: Right.

2 COUNSEL IZZO: Okay.

3 MAYOR KIM: There's a second. Is
4 there any discussion?

5 COMMISSIONER MORAN: Yeah. I would
6 just like to offer, I think this is a --
7 a great example of collaboration in --
8 in -- in motion without having to be
9 disagreeable. So I -- I commend
10 everyone for this conversation. I
11 absolutely support this, and I would
12 take my expectations even further.

13 We -- this -- this piece of -- of
14 whatever you want to call it, this multi
15 -- 23-time amended resolution needs to
16 be fixed. Because it's, as Mayor Kim
17 has -- has pointed out, this is a
18 contract between us and our employees.
19 And people deserve implicit
20 understanding of what those terms and
21 conditions are. So this needs to be
22 fixed, period.

23 MAYOR KIM: And -- and, you know,
24 connected to that, and I don't think it
25 requires any kind of formal action by

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1 the -- the City Council. There are
2 obviously other pieces that would have
3 to be put into this in terms of the
4 terms and conditions of the employment,
5 once a person's hired.

6 But, you know, at will setting,
7 essentially those are in a handbook or a
8 personnel manual, which you're going to
9 be surprised out there, we don't have in
10 the city hall here for the at will
11 employees. So that should be part of
12 it. We have contractual, union,
13 collective bargaining agreements, but we
14 don't have a personnel manual.

15 So what we should do is take the
16 things like the sick leave, personal
17 days, the other stuff that is valuable
18 here, the holidays, put that in a
19 personnel manual that when somebody
20 who's an at will employee, non-union is
21 hired, they got that and they understand
22 what the terms and conditions of their
23 employment are beyond the salary and the
24 bare bones.

25 So there's a way to take what is

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1 done here and take what's of value and -
2 - and turn it into, I -- I think what --
3 what's more sensible for the -- the
4 employees that the city has that aren't
5 part of a union.

6 COUNSEL IZZO: Yeah.

7 COMMISSIONER MORAN: Thank you,
8 Ron.

9 MAYOR KIM: So we have a motion as
10 there's a second.

11 COMMISSIONER SANGHVI: Sorry. So
12 the motion just --

13 COUNSEL IZZO: Just a recap?

14 COMMISSIONER SANGHVI: Yes.

15 COUNSEL IZZO: The motion is to
16 authorize the commissioner of finance to
17 create and --

18 COMMISSIONER SANGHVI: So it's a
19 resolution?

20 COUNSEL IZZO: Yeah -- yeah. Oh
21 well no, it's a motion.

22 COMMISSIONER MONTAGNINO: It's --
23 it's in the form of a motion.

24 COUNSEL IZZO: Yes. To -- yeah --
25 to -- to -- to authorize the

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1 commissioner of finance to create and
2 fill the position of executive assistant
3 to the commissioner of finance. That is
4 what I recall. Is that -- the council
5 recall that as well?

6 MAYOR KIM: Yes. Exactly.

7 COUNSEL IZZO: Okay.

8 MAYOR KIM: And there was a second.
9 Is there any other discussion? All in
10 favor?

11 ALL: Aye.

12 MAYOR KIM: Opposed? Motion
13 carries.

14 COUNSEL IZZO: And I will
15 immediately begin working with you on
16 ways to improve the resolution.

17 COMMISSIONER SANGHVI: Sounds good.

18 MAYOR KIM: You -- you earned your
19 pay tonight, Tony.

20 COUNSEL IZZO: Thank you.

21 MAYOR KIM: Thank you.

22 COUNSEL IZZO: You got it.

23 COMMISSIONER SANGHVI: The 7th item
24 on my agenda is a discussion and vote
25 for 2022 city fee update, recreation

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department, pickle ball, fitness fees.

The recreation department is adding
fees for pickle ball and fitness
programs. Pickle ball fees will be \$45
per resident, \$65 for non-resident.
Fitness classes for a seven-day session
will be \$105 per resident, \$125 for non-
resident, with a daily rate of \$18 per
resident and \$20 for non-resident.

I move that the City Council
approve the 2022 city fee update
recreation department, pickle ball and
fitness fees as included with the
agenda. This is a motion.

MAYOR KIM: Is there a second?

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: Any discussion? All in
favor?

ALL: Aye.

MAYOR KIM: Opposed? Motion
carries.

COMMISSIONER SANGHVI:

The 8th item on my agenda is
discussion and vote approval to
reimburse IT employee in the amount of

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\$169 for payment to MindManager. This
receipt was processed after the 30-day
deadline under the circumstances
purchasing requires council approval. I
move that the City Council approve the
reimbursement to reimburse IT employee
in the amount of \$169 for payment of
MindManager as included with this
agenda. Again, this is a motion.

MAYOR KIM: Is there a second?

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: Any discussion? What's
MindManager?

(Indiscernible)

MAYOR KIM: We'll Google it. It
sounds like I need it. Anyway any
discussions? All in favor?

ALL: Aye.

MAYOR KIM: Opposed? Opposed?
Motion carries.

COMMISSIONER SANGHVI: The next
item on my agenda is a discussion and
vote authorization for the mayor to sign
agreements with Windstream Holding LLC
for digital city telephone access,

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including inbound police department

calls.

This agreement is to renew citywide
telephone service and revised it from
analog to digital -- revise it from
analog to digital. It is in the amount
of \$11,761 and 44 cents per year for
three years.

Without this agreement, the city
will lose citywide telephone
capabilities, including inbound police
calls.

As required, it has been reviewed
and approved by legal risk and safety
purchasing and finance.

MAYOR KIM: Any -- is there a
second on the motion?

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: Any discussion?

COMMISSIONER MONTAGNINO: I have
one question. I don't know if you'd
know this off the top of your head.
Does -- does this service count the
number of incoming calls at the police
department?

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1 I learned today from the
2 dispatchers that we do not have at
3 present a -- a system that counts each
4 call coming in. We could look into it,
5 I'm sure.

6 COMMISSIONER SANGHVI: Heather will
7 get back to you on that.

8 COMMISSIONER MONTAGNINO: Thank
9 you.

10 COMMISSIONER SANGHVI: Okay. All
11 right, so this is a motion.

12 MAYOR KIM: Any other discussion or
13 questions? All in favor?

14 ALL: Aye.

15 MAYOR KIM: Opposed? Motion
16 carries.

17 COMMISSIONER SANGHVI: The last
18 item is a discussion and vote for budget
19 transfers for payroll transfer funds to
20 the planning department for UDO training
21 from the administrator to planning and
22 econ wage line in the amount of \$6,000.
23 I move that the City Council approve the
24 budget transfer payroll as included with
25 this agenda. And again, this is a

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motion.

MAYOR KIM: Is there a second?

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: On -- any discussion?

All in favor?

ALL: Aye.

COMMISSIONER SANGHVI: And that
concludes my agenda. Thank you, Mr.
Mayor.

MAYOR KIM: Thank you. I'll --
I'll do the public works agenda. This
is sort of my swan song. The first item
is discussion and vote authorization for
mayor to sign the contract with Pace
Analytical Services. The city had a
contract with C -- had a contract with
CNA Laboratory, and they were recently
purchased by Pace Analytical.

And this new contract is to
continue the services of necessary
testing for this city's water supply.
Operating the public water supply as you
can imagine, involves testing on a
regular basis to ensure the highest
standards of water -- water quality.

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As per the New York State

Department of Health and the EPA, there are set sampling requirements that the city must meet every year. Pace Analytical -- through Pace Analytical, the City of Saratoga Springs can continue to meet all these sampling requirements.

Therefore, I move for the mayor to sign a contract with Pace Analytical Services LLC for laboratory services. And that's in a form of a motion. Is there a second?

COMMISSIONER MONTAGNINO: Second.

MAYOR KIM: Is there any discussion?

COMMISSIONER MONTAGNINO: Is there -- is there a dollar figure attached to this contract, Mr. Mayor?

MAYOR KIM: Let me check.

COMMISSIONER MORAN: Usually it's pay by test or scopes, like time period scope of service. There's specific tests that you're going to be running on a -- on a particular frequency per

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regulation.

(Indiscernible)

MAYOR KIM: Yeah. So Deputy Rella
just provided me with their pricing list
and it's a variety. It depends on the
test. Like a test for core form
bacteria, the unit price is \$21. Iron
and magnesium is 38. So it goes on.
Yes, this is on Page 9 of the documents.

COMMISSIONER MORAN: That's pretty
typical.

COMMISSIONER MONTAGNINO: Thank --
thank you Mr. Mayor.

MAYOR KIM: Sure. Any other
questions? All in favor?

ALL: Aye.

MAYOR KIM: Opposed? Motion
carries. The second item on the
Department of Public Works agenda is a
discussion and vote for the mayor to
sign a contract with Milton CAT for
heavy construction equipment and with
related accessories, attachments and
supplies.

The approved 2022 capital budget

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includes funds for the purchase of
heavy-duty equipment for youth by the
Department of Public Works. The
contract with Milton CAT will allow for
the purchase of two loaders with related
accessories, attachments and supplies.

There is a trade in credit for a
John Deere 624J and CAT IT28G owned by
the City of Saratoga Springs. The
budget lines are H3936952-52000-1273 and
H3936952-52400-108 -- 1080 and H3936952-
52000-1214.

I move for the mayor to sign a
contract with Milton CAT for heavy
construction equipment with related
accessories, attachments and supplies
with a trade in credit for John Deere
624J and trade in credit of CAT IT28G.

This bid is valid until December
31st, 2022. And the amount of unit bid
prices subject to appropriation. That's
in the form of motion. Is there a
second?

COMMISSIONER MORAN: Second.

MAYOR KIM: Any questions? Any

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discussion? All in favor?

ALL: Aye.

MAYOR KIM: Opposed? Motion
carries. The third item on the
Department of Public Works is a
discussion and vote approval for the
Department of Public Works to hire two
part-time seasonal street department
laborers.

The Department of Public Works is
on a yearly -- on a yearly basis hires
two part-time seasonal street department
laborers. These two part-time seasonal
laborers get work up to 40 hours per
week and are responsible for the
beautification, garbage disposal and
general upkeep on Broadway and adjoining
side streets -- side streets.

The Department of Public Works has
a funding and street laborer budget line
A3335011-51900. I -- therefore I move
for the approval of the Department of
Public Works to hire two part-time
seasonal street department laborers from
-- for -- for street labor, and I put

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that in a form of the motion.

COMMISSIONER SANGHVI: I have a
question about this.

MAYOR KIM: Yeah.

COMMISSIONER SANGHVI: Sorry. Do
we need a second before we get --

MAYOR KIM: Let's get a second. Is
there a second?

COMMISSIONER MONTAGNINO: I'll
second. Second.

COMMISSIONER SANGHVI: For the
Department of Public Works the fourth
item, fifth item and the sixth item, no,
sorry.

The third, fourth, fifth, sixth
items approval for two part-time
seasonal street department employees,
ten part-time seasonal carousel
employees, two part-time Canfield casino
laborers. And for the Department of
Public Works to sick bank -- works --
sick bank request. There is no
attachments to it.

I -- I cannot in good faith approve
of something that I don't even know how

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it may impact budgets if they don't give
2 me the information.

3 MAYOR KIM: So yes, they have not
4 been attached. I can give you in -- the
5 information they've given me.

6 COMMISSIONER SANGHVI: Right. But
7 Joe's --

8 MAYOR KIM: But I don't know if I
9 can give you, Joe's not here. So I -- I
10 -- we could table these motions.

11 COMMISSIONER SANGHVI: I -- I would
12 recommend tabling these motions so that
13 we have the attachments 'cause that's --
14 I -- I thought that was required.

15 MAYOR KIM: Is there any opposition
16 to tabling these? The -- the only -- I
17 -- I do know that when we had these
18 motions when we saw their -- their
19 agenda, I asked, are these in the
20 budget? I think we heard, they told us
21 yes. And there are budget lines here,
22 but that's all the information.

23 COMMISSIONER SANGHVI: Right.

24 MAYOR KIM: If that's -- I -- I
25 think in this case we would probably

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1 want to push it off if you're not
2 comfortable. Is there any other views
3 on that from the commissioners?

4 COMMISSIONER MONTAGNINO: Just
5 concerned about the time element.

6 MAYOR KIM: That -- that's the only
7 thing is -- I don't know what seasonal
8 means. I'll -- I'll just -- so this
9 one's for beatification -- garbage
10 disposal.

11 The ten seasonal, I'm just moving
12 down, the ten part-time, they work up to
13 40 hours a week and are responsible for
14 operating the carousel. I don't -- I
15 have no idea when the -- we -- did
16 anyone happen to know when the carousel
17 typically opens?

18 COMMISSIONER MONTAGNINO: It --
19 it's going to be before Memorial Day
20 weekend.

21 MAYOR KIM: So we have a meeting on
22 the 17th.

23 COMMISSIONER MONTAGNINO: But I
24 think these positions may need to be
25 advertised?

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1 MAYOR KIM: Officer, do you happen

2 to know when it --

3 (Indiscernible)

4 COMMISSIONER SANGHVI: But I mean,
5 I thought that they are supposed to have
6 the attachment with the discussion and
7 vote. Isn't that sort of, part of the
8 protocol? Isn't that required by law?

9 MAYOR KIM: I -- I -- I think it's
10 part of the protocol. Yeah. They
11 usually just give us more information.
12 Is there -- so do you want to take a
13 ten-minute break and -- or what we could
14 do is hold the public works department,
15 go to public safety and then we can loop
16 back if we get the answers to these
17 questions. You want to do that?

18 COMMISSIONER SANGHVI: Sure.

19 MAYOR KIM: Okay. So why don't I -
20 -

21 COMMISSIONER MORAN: I -- Mother's
22 Day is when the carousel opens. I just
23 got a note from Mike Beach.

24 MAYOR KIM: Oh so --

25 COMMISSIONER MORAN: So that's

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actually Sunday.

COMMISSIONER SANGHVI: So how are
they going to hire someone for Sunday
today? If we pass it today?

COMMISSIONER MORAN: They may have
people that do this seasonally. I mean,
there are people who work this way. So
I mean, I do believe these are
traditionally budgeted items.

This is part and parcel normal
operation of the department. I
absolutely agree that the documentation
should be available and present for us
to be able to vote and move this
forward. So that's a difficult
circumstance.

I have Mike on the -- the line
here. I could see -- let me see if I
can -- if we switch those -- those
agendas, let me see if I can't get some
clarity from him.

MAYOR KIM: Why -- why don't we do
that? Jim, you're ready, right?

COMMISSIONER MONTAGNINO: I'm fine.

MAYOR KIM: Okay. Why don't we go

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1 ahead, and we can hold this and then

2 maybe Angela can call Mike

3 (indiscernible). Okay.

4 COMMISSIONER MORAN: Okay. So
5 here's an -- here's an answer folks.

6 MAYOR KIM: Okay.

7 COMMISSIONER MORAN: These
8 positions are not usually on the agenda
9 but are only there because there is no
10 commissioner. So the -- the intent of
11 the department was to make sure
12 everything that they were doing was
13 above board and transparent.

14 I think very -- very similar or in
15 line with the conversation we just had
16 about finance department and the purview
17 of -- of Commissioner Sanghvi to staff
18 that per her budget as she sees
19 appropriate.

20 It certainly would seem to fall in
21 line with that. That being said, if we
22 retract those items Mr. Mayor, perhaps
23 this problem can solve itself.

24 COMMISSIONER SANGHVI: If -- if we
25 absolutely have to vote on the seasonal

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1 hires, I -- I think we could probably do
2 those two seasonal things. But I
3 definitely do not want to vote on the
4 sick bank request without having all the
5 necessary documentation for it.

6 COMMISSIONER MORAN: I agree with
7 that commissioner, I actually had a
8 question about that at pre agenda, if
9 you recall. So --

10 COUNSEL IZZO: If -- if I may
11 briefly. I -- I was actually asked a
12 question on this and it was one of a
13 number of questions I was asked in the
14 absence of -- of a commissioner, which
15 you did not have until this evening.

16 And the question basically was,
17 since the charter actually puts it in --
18 within the authority of every council
19 member to hire employees. What happens
20 when temporarily you don't have a
21 commissioner?

22 And I believe my response was you
23 can -- there probably should be
24 something in the record to indicate that
25 it's important, you know, not

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1 necessarily an emergency. But very
2 important to hire these particular
3 employees right now, because work needs
4 to be done immediately.

5 It kind of sounds like maybe
6 there's evidence on the record to
7 establish that. Anyway, that was the
8 answer I gave. I didn't get any further
9 than that, but that --that was the
10 question. That was the context in which
11 I answered the question.

12 MAYOR KIM: Well I -- I suppose
13 what we could do is take each of these
14 items and put them up for a vote and see
15 if people are comfortable. And if
16 they're not, they're going to, you know,
17 we're -- we're going to -- we're going
18 to have -- we got a new commissioner.

19 So we can always, if this is really
20 an emergency, call a special City
21 Council meeting. How's that? So why --

22 COMMISSIONER SANGHVI: I mean, if -
23 - if we have the budget lines, you know,
24 and --

25 MAYOR KIM: I do have the budget

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lines.

COMMISSIONER SANGHVI: -- and --
and these -- and -- and they're doing
this only because there is no
commissioner, I -- I -- like I said, we
can definitely do the seasonal
employees.

But I -- I don't want to vote on
the -- the Department of Public Works,
sick bank request. So I would -- I
would make a motion to table that.

MAYOR KIM: Okay.

COMMISSIONER MORAN: Yeah. So just
the last point, Mike is -- Mike is
feeding back. Yes. What Tony is saying
is exactly why we placed them on the
agenda. So there would be
memorialization of the hire. We
obviously, tomorrow we'll have a new
commissioner. He could make those hires
tomorrow. I don't think we may even
take an action.

And I do agree with Commissioner
Sanghvi. I'd like to see more
definition of what that -- the sick bank

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1 is. That doesn't seem as -- as -- as
2 clear and imperative as seasonal hires.

3 MAYOR KIM: So Commissioner Moran
4 then are -- is what Mike is saying is
5 that items three through six, we can
6 table without any, because with a new
7 commissioner sworn in tomorrow, they'll
8 be able to take care of those and the
9 sick bank request he can come back to
10 because that -- is that what he's
11 saying?

12 COMMISSIONER MORAN: That -- yes.
13 Let me double check on the sick bank.
14 He said that they'll have to figure it
15 out with payroll, but he thinks that's
16 okay.

17 MAYOR KIM: Okay. So --

18 COMMISSIONER MORAN: He said now
19 with a commissioner, they can definitely
20 figure it out.

21 MAYOR KIM: Okay. So --

22 COMMISSIONER MORAN: Right on.
23 Thanks Mike.

24 MAYOR KIM: I would move to table
25 items three, four, five and six of the

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1 public works agenda. Is there a second?

2 COMMISSIONER SANGHVI: Second.

3 MAYOR KIM: All in favor?

4 ALL: Aye.

5 MAYOR KIM: Opposed? Motion
6 carries. So going to the seventh item
7 on the public works agenda. This is an
8 announcement of the county's tire
9 recycling program.

10 Saratoga County is hosting their
11 annual tire recycling program. This
12 program is open to all Saratoga County
13 residents. The event will be held on
14 Tuesday, May 26th, from 4:00 to 5:30,
15 between the Boston Town Hall at 30 -- I
16 -- I'm sorry, 323 Charlton Road, Boston
17 Spa.

18 Pre-registration and proof of
19 residency are required to participate.
20 Flyers have been distributed with this
21 agenda and can be found on the city's
22 website.

23 The Public Works Department's
24 eighth item is an announcement for the
25 Arbor Day tree planting. Deputy

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Commissioner of Public Works, Joe

O'Neill was joined by the city arborist
Steve Lashomb, members of the Southwest
Neighborhood Association, members of
Sustainable Saratoga's Urban Forestry
Project, and a class of students from
Geyser elementary on April 29th, 2022 to
celebrate Arbor Day with a planting of a
new tree inside Veterans Park along the
recently constructed guided trail.

Absent from this year's ceremony
was the City of Saratoga Springs
Commissioner of Public Works, Anthony
Skip Scirocco. The urban forestry
division and urban forest master plan
were developed under commissioner
Scirocco's tenure as DPW commissioner,
which began in 2008. The DPW's urban
forestry division honored Skip's
commitment to the city's trees during
the ceremony and will continue the late
commissioner's legacy of dedication to
the urban forest and the benefits it
provides to the people of the City of
Saratoga Springs.

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1 The City of Saratoga Springs is
2 recognized as a tree city USA since
3 2017, by the Arbor Day Foundation. This
4 year's ceremony marks a milestone as the
5 5th year of recognition. The tree city
6 USA program administered by the Arbor
7 Day Foundation, designates
8 municipalities following the review of
9 their investment, maintenance and
10 commitment to the urban tree canopy.

11 The program requires spending of at
12 least \$2 per capita on urban forestry,
13 Saratoga Springs budget -- budgets
14 approximately \$11 per capita to manage
15 its urban forest. The newly planted
16 tree is a swamp white oak, which
17 produces a magnificent 40-foot canopy.

18 It was planted on the south side of
19 the trail so that the large canopy will
20 provide shade to pedestrians along the
21 trail on hot summer days. I -- I -- is
22 there any comments on the announcement
23 on Arbor Day tree planting?

24 COMMISSIONER MORAN: Yes. Mr.
25 Mayor, if -- if I may. I was asked to -

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1 - to start -- as I've been involved with
2 Sustainable Saratoga and the Tree Toga
3 event. And then obviously with the
4 unfortunate passing of Commissioner
5 Scirocco, I was asked to -- start to
6 represent the city as part of the event.

7 And I had prepared some remarks and
8 unfortunately due to my health
9 circumstance, I wasn't able to get
10 there. And I was just hoping to read
11 these remarks into the record if I may.

12 I want to thank each and every one
13 of you for coming out today, to support
14 my favorite community event, Tree Toga.
15 Sorry I couldn't be present today. I've
16 been so looking forward to leading my
17 first crew into continuing this
18 incredible tradition. Since its
19 inception in 2014, this event has
20 planted over 270 trees, and we will be
21 adding an additional 53 to our urban
22 forest in 2022. This is the highest
23 single day of event to date.

24 Due to the pressure of development
25 and the abuse urban trees experienced,

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1 we've seen an unacceptable decrease in
2 our urban forest. While events like
3 today can start to turn the tide. The
4 simple truth is we must do more. Many
5 of you may know that Commissioner
6 Scirocco and the Saratoga Springs
7 Department of Public Works have provided
8 support for sustainable Tree Toga event.

9 And it is his memory that I ask
10 each of you the following. Please go
11 talk to your neighbors and friends, get
12 them to plant trees in their backyard.
13 It is there that they will have the
14 better chance to reach full maturity,
15 bring back our urban forests to its true
16 glory and also support the -- the
17 animals, and as Commissioner --
18 Commissioner Scirocco was often fond of
19 saying, all the small animals will have
20 a place to go.

21 And you know, with that said, I
22 would just ask for one more moment of
23 silence in recognition of Commissioner
24 Scirocco, his lifelong commitment to the
25 city that we all love. Thank you, Mr.

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Mayor.

MAYOR KIM: Thank you,
commissioner. The final item on the
public works agenda is an announcement
that Commissioner Scirocco would've been
very proud of.

The Department of Public Works is
proud to announce that the city hall
renovation and restoration project has
been named the 2022 project of the year
for historic restoration, preservation
for small cities, rural communities by
the American Public Works Association.
Each year, the American Public Works
Association presents the public works
projects of the year, awards to promote
excellence in the management and
administration of public works projects.
National recognition is bestowed upon
the recipients at their annual
conference, which will occur this year
in Charlotte, North Carolina.

The award is a testament to the
legacy of Commissioner Scirocco and his
excellent management of our DPW. He

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would've been proud of his team and the
entire city staff who worked on this
project. He was aware that the project
team applied for the award
consideration, but unfortunately DPW was
not notified an award recognition until
after he died. DPW business manager and
project manager Mike Veitch sponsored
denomination of award with DPW as a
managing agency, architectural and
engineering firm, Clark Patterson Lee,
as a primary consultant, M -- M -- and
MLB as the general contractor. The
entire city project team, engineering
firms who contributed and all
contractors that worked on the
renovation should be proud of this
recognition.

In addition, all staff -- city
staff contributed due to their
perseverance during a time of transition
and difficulty. I want to congratulate
the Department of Public Works, all city
staff, former members of the council,
design review commission, engineering

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consultants and contractors for all of
their work, making this an award-winning
project on a national level. Our city
can be proud of this honor. And that
concludes the public works agenda.

COMMISSIONER MONTAGNINO: Okay.
Item number one on the public safety
agenda, discussion and vote
authorization to pay a 2021 invoice to
Axon Enterprises. A way of background -
-

COMMISSIONER MORAN: Jim -- Jim,
can you hang on one sec? Mr. Mayor I --
in my agenda had that award of bid for
public works for the weed harvester.
Perhaps that glitch didn't carry it over
to the award side on the public works
agenda, or is that satisfactory with the
award that I did in my agenda?

MAYOR KIM: I'm -- I'm not sure
which of the items, are -- are we
talking --

COMMISSIONER MORAN: So if -- if --
if you go to my item seven, award of bid
to -- for the aquatic weed harvester and

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tilt tech trailer to AlphaBoats

Unlimited.

MAYOR KIM: Yeah, we don't have --

COMMISSIONER MORAN: I thought --

COMMISSIONER SANGHVI: There is no
items like that.

COMMISSIONER MORAN: I thought at -
- I'll stop talking. What -- what was
the judgment there?

MAYOR KIM: Commissioner Moran,
I've been told that public works pulled
that item?

COMMISSIONER MORAN: Oh, they did.
Okay. Fair enough then. I didn't hear
that. Thank you, Mr. Mayor.

MAYOR KIM: Okay. Great.

COMMISSIONER MONTAGNINO: Okay.

MAYOR KIM: Take it away.

COMMISSIONER MONTAGNINO: So
there's an invoice that's left over from
2021 with Axon enterprises, LLC. Axon,
we have a current contract and there was
a contract last year as well.

They provide such things as the
body cameras police officers wear as

Saratoga Springs City Council Meeting
1 well as cameras in the vehicles. My
2 investigation shows that the -- the
3 prior City Council, when they approved
4 the new contract were apparently not
5 aware that there was an outstanding bill
6 for the final payment of the existing
7 contract, which is in the amount of
8 \$29,412. It's invoice number
9 INUS013350.

10 COMMISSIONER SANGHVI: Sorry.

11 COMMISSIONER MONTAGNINO: This was
12 an amount that --

13 COMMISSIONER SANGHVI: It's -- it's
14 not showing up on the -- on the agenda.
15 You click on it -- on the link to the
16 agenda item and -- and it says click to
17 download, but there's no attachment.
18 There's no nothing. There's no summary
19 either.

20 COMMISSIONER MONTAGNINO: Odd --
21 odd -- oddly enough, I -- I printed this
22 out earlier this afternoon from -- from
23 the agenda. So it -- it may be just a
24 temporary glitch here. This was
25 attached.

Saratoga Springs City Council Meeting

1 COMMISSIONER SANGHVI: Are -- are

2 you getting this?

3 COMMISSIONER MORAN: At least as of
4 later this afternoon.

5 MAYOR KIM: No. I -- I -- I'm not
6 getting it either.

7 COMMISSIONER SANGHVI: Do you mind
8 sharing with us?

9 COMMISSIONER MORAN: There's
10 something going on with it?

11 COMMISSIONER SANGHVI: We can see
12 the paper. Thank you.

13 COMMISSIONER MONTAGNINO: There
14 were -- there were a series of payments
15 made on the 2021 contract. This
16 represents the final payment that was
17 due. The bill was submitted in
18 September but the -- but the bill was
19 not.

20 COMMISSIONER SANGHVI: Will we be
21 paying a late fee on this since it's --

22 COMMISSIONER MONTAGNINO: The --
23 the paperwork that I was provided shows
24 that Axon has it listed as due and owing
25 and to be paid at tonight's meeting

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without any reason.

COMMISSIONER SANGHVI: Okay.

COMMISSIONER MONTAGNINO: I put
this in the form of a motion then to --
to authorize the payment of this 2021
invoice to Axon Enterprises.

MAYOR KIM: Is there a second?

COMMISSIONER SANGHVI: Second.

MAYOR KIM: Any discussion? All in
favor?

ALL: Aye.

MAYOR KIM: Opposed? Motion
carries.

COMMISSIONER MONTAGNINO: Item
number two, discussion and vote on the
civilian review board ordinance. This
was the subject of a number of public
hearings that have been continued for --
in excess I believe of two months.
There -- there was an individual who
made a public comment saying that this
was not put before the public in a
reasonable amount of time.

But in fact, just to correct the
record there, when the public hearing

Saratoga Springs City Council Meeting
1 was opened, it was indicated that the
2 basic framework that would be used was
3 the police reform task forces, appendix
4 G, which was their proposal for the
5 civilian review board. We had a public
6 hearing based upon that basic wire frame
7 following that there were amendments
8 that were based in large part on the
9 public comments at that hearing.

10 That amended proposal was on the
11 agenda for the last City Council meeting
12 with the proposed ordinance in its
13 entirety and was subject again to public
14 hearing. And tonight's version as
15 earlier announced is almost exactly the
16 same as in the last City Council meeting
17 with the exception in -- in the main of
18 the extension of the residency
19 requirement from six months to one year.
20 So with that Mr. Izzo --

21 COUNSEL IZZO: Just -- just as --
22 just as a mere formality commissioner, I
23 believe this is numbered as chapter 37
24 of the code of the City of Saratoga
25 Springs.

Saratoga Springs City Council Meeting

1 COMMISSIONER MONTAGNINO: That's

2 correct, sir.

3 COUNSEL IZZO: Great.

4 COMMISSIONER MONTAGNINO: So I put
5 this in the form of a motion to adopt
6 chapter 37, the civilian review board
7 ordinance.

8 MAYOR KIM: I'll second it. Is
9 there a discussion?

10 COMMISSIONER SANGHVI: Jim, when do
11 you start -- sort of when -- when do we
12 start seeing this in motion?

13 COMMISSIONER MONTAGNINO: Well what
14 would happen is, the very next item on
15 the agenda is the --

16 COMMISSIONER SANGHVI: No I saw
17 that.

18 COMMISSIONER MONTAGNINO: --
19 authorization for the application form.

20 COMMISSIONER SANGHVI: Right.

21 COMMISSIONER MONTAGNINO: There
22 needs to be at least a 30-day period for
23 people to apply for membership. What I
24 anticipate is that at the end of that
25 period, we would begin the selection

Saratoga Springs City Council Meeting
1 process of the members. The members
2 would convene for their first meeting.
3 And then we would have to get involved
4 with the funding requirements for the
5 board, for, you know, their -- their
6 processes.

7 COMMISSIONER SANGHVI: And the
8 previous administration had set aside
9 some funds, right? For CRB? So we will
10 just be using those?

11 COMMISSIONER MONTAGNINO: My
12 understanding is that the funds that
13 were set aside for that purpose were
14 redirected by a budget transfer and were
15 used for other things by the previous
16 council.

17 COMMISSIONER SANGHVI: I see.
18 Okay. So then we should probably have a
19 meeting to figure out how we are funding
20 the civilian review board and what the
21 funding sources are.

22 COMMISSIONER MONTAGNINO:
23 Absolutely -- absolutely. And -- and
24 certainly at -- at this stage, we're not
25 discussing the funding yet. My -- my

Saratoga Springs City Council Meeting
thought --

COMMISSIONER SANGHVI: No I know, I
just --

COMMISSIONER MONTAGNINO: -- would
be that we'd have -- we'd have the
membership established and then we would
discuss the funding.

COMMISSIONER SANGHVI: Okay. All
right. I -- I just prefer sort of
thinking about that. So we are sort of,
you know, anticipating what are some of
the -- but yeah, we -- we -- we can talk
more about it. I -- I -- I think it's a
great idea and I'm strongly in support
of it. I just assumed that there was
funding that -- that they had set aside.

COMMISSIONER MORAN: I thought they
set aside a quarter million dollars?

COMMISSIONER MONTAGNINO: Yes.
They did. And then they did a budget
transfer, and they spent the money on
other things.

COMMISSIONER MORAN: Oh, isn't that
lovely?

MAYOR KIM: And -- and on that

Saratoga Springs City Council Meeting
1 point, I -- I just want to reflect on a
2 couple things about this journey that
3 Jim, Commissioner Montagnino has led us
4 on. One, if you remember about a year
5 ago, there were people in -- in this
6 room saying that we could not do a
7 civilian review board because the
8 commissioner form of government we'd
9 have to have charter change. We'd have
10 to have this, that, and the other. And
11 of course the unions were going to stop
12 it.

13 And you know, basically what it
14 took was a calm leader to bring us to
15 this point and get us a proposal. Now
16 there may still be some challenges, but
17 it's very clear. And I think it was
18 clear to -- to all of us, as we watched
19 those meetings, that there was nothing
20 about the commissioner form of
21 government that would have prevented a
22 civilian review board.

23 So first I want to really applaud
24 Commissioner Montagnino's leadership in
25 this. We do have to pay for this and --

Saratoga Springs City Council Meeting
1 and on my second item, I think that, you
2 know, we -- we will definitely find the
3 funds because this is critical. And I -
4 - I absolutely think it's essential that
5 it not only make sure that it -- the --
6 the -- the process is right, but that it
7 has sufficient resources to do it.

8 Finally, I hope it -- we never use
9 it. And in fact, I think that what
10 we'll find is that it is rarely used,
11 but it is so important for the trust of
12 our citizens. And then this is a -- a -
13 - a final issue that -- I hope that we
14 can also look at all the other
15 recommendations that the police task
16 force came up.

17 We may not adopt all of those, but
18 I think that -- that we owe it to the
19 public, we owe it to the committee that
20 works so hard, to at least look at those
21 recommendations and say, does the city
22 want to pass -- does City Council want
23 to pass those? What is the public
24 support? And I hope we'll move forward
25 on those other 49 recommendations, but

Saratoga Springs City Council Meeting
1 Jim, great job.

2 COMMISSIONER MONTAGNINO: Thank
3 you.

4 COMMISSIONER SANGHVI: And -- and
5 those -- those 49 recommendations
6 absolutely will also require budgets
7 especially eye catch training. And --
8 and we are fully, you know, ready to --
9 to support it, we just have to plan for
10 it.

11 And -- and I wish that the previous
12 administration hadn't used up the money
13 and -- and sort of left it for -- for
14 you to implement CRB. But here we are.

15 COMMISSIONER MONTAGNINO: I think
16 when we have Commissioner Golub on
17 board, he'll be able to help with --
18 with filling in some of the details.
19 But my recollection, if it serves me, is
20 that many of those other proposals were
21 adopted by the prior City Council.

22 COMMISSIONER SANGHVI: Right. But
23 -- but we need to come up with a three-
24 year plan to pay for it. So while they
25 were adopted, not all of them are

Saratoga Springs City Council Meeting
funded.

COMMISSIONER MONTAGNINO: Agreed.

COMMISSIONER SANGHVI: And so we
need to make sure that we are able to
fund them and -- and, you know, we want
to do it right. So we -- we're -- we're
here to do that.

COMMISSIONER MONTAGNINO: Thank
you. I think we need a formal vote.

MAYOR KIM: I'm sorry. Yeah. Any
other discussion? All in favor?

ALL: Aye.

MAYOR KIM: Opposed?

COMMISSIONER MORAN: I was an I.

MAYOR KIM: Motion carries. Thank
you.

COMMISSIONER MONTAGNINO: Third
item discussion and vote on the
application form for membership
appointment to the civilian review
board. The ordinance itself requires
the approval of the City Council for the
forum. There is a draft form that's
attached to the agenda.

And so I put this in the form of a

Saratoga Springs City Council Meeting
1 motion to adopt that application form,
2 make it available on the city's website.
3 So that individuals interested in being
4 considered for appointment to the board
5 have -- have the ability to do so.

6 MAYOR KIM: Is there a second?

7 COMMISSIONER SANGHVI: Second.

8 MAYOR KIM: Any discussion? All in
9 favor?

10 ALL: Aye.

11 MAYOR KIM: Opposed? Motion
12 carries.

13 COMMISSIONER MONTAGNINO: A final
14 item is an announcement that this
15 Saturday, May 7th from 9:00 a.m. to
16 12:00 p.m., we will have the first
17 annual bike rodeo at the east side
18 wreck. It's intended for elementary
19 school age youngsters, but all family
20 members are also invited.

21 It's an opportunity for young
22 people to receive some training and
23 instruction on basic bicycle safety. In
24 addition, members of the police and fire
25 departments will be invited. There

Saratoga Springs City Council Meeting
1 should be some fire equipment on site,
2 maybe some police equipment as well, and
3 a good time should be had by all. In
4 the event of rain, the rain date is
5 scheduled for the following Saturday,
6 May 14th. And that concludes my agenda
7 Mr. Mayor.

8 MAYOR KIM: And last word. No Mow
9 May, we did it once more.

10 COMMISSIONER MORAN: No Mow May.
11 Congratulations Mayor.

12 MAYOR KIM: No Mow May. In any
13 event, I'll entertain a motion to
14 adjourn.

15 COMMISSIONER SANGHVI: I make a
16 motion to adjourn.

17 MAYOR KIM: Second?

18 COMMISSIONER MONTAGNINO: Second.

19 MAYOR KIM: All in favor?

20 ALL: Aye.

21 MAYOR KIM: Opposed? Motion
22 carries. Thank you all you.

23 COMMISSIONER MORAN: Do well Matt.
24
25

Saratoga Springs City Council Meeting

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CERTIFICATION

4

5

I, Hector Solomon, certify that

6

the foregoing transcript is a

7

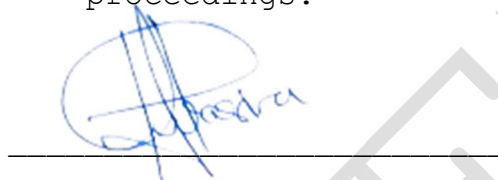
true and accurate record of the

8

proceedings.

9

10



11

Hector Solomon

12

13 ANP Transcriptions

14 405 WEST 7TH STREET #507

15 CHARLOTTE, NC 28202

16

17 Date: May 10, 2022

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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 approve the following applications for Temporary Outdoor Seating Areas:

Saratoga Tea & Honey

Approved:

05/12/2022 16:51
u238

CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1
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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	126	05/17/2022	BUDGET CCM	051722 BUA TRANS-REG	1	1			
1	A3021694	54220			DATA PRCESSING NETWORK CS	TRAVEL		100.00	250.00	350.00
	A	-30-2-1681-4-54220	-			COVER EXP THRU YR-END	05/17/2022			
2	A3021694	54110			DATA PRCESSING NETWORK CS	OFFICE SUPPLIES		3,450.00	-250.00	3,200.00
	A	-30-2-1681-4-54110	-			COVER EXP THRU YR-END	05/17/2022			
3	A3031594	54610			SENIOR CENTER	REPAIRS & MAINTENANCE BUILDING		7,000.00	1,000.00	8,000.00
	A	-30-3-1590-4-54610	-			COVER EXP	05/17/2022			
4	A3031594	54720			SENIOR CENTER	SERVICE CONTRACTS - PROF SERV		4,500.00	-1,000.00	3,500.00
	A	-30-3-1590-4-54720	-			COVER EXP	05/17/2022			
5	A3567174	54510	3000		INDOOR RECREATION FACILITY C	REPAIRS & MAINTENANCE VEHICLE		1,589.78	500.00	2,089.78
	A	-35-6-7171-4-54510	-3000			COVER EXP	05/17/2022			
6	A3567174	54720	3000		INDOOR RECREATION FACILITY C	SERVICE CONTRACTS - PROF SERV		22,326.00	-500.00	21,826.00
	A	-35-6-7171-4-54720	-3000			COVER EXP	05/17/2022			
7	A3031624	54610			CITY HALL CS	REPAIRS & MAINTENANCE BUILDING		37,014.70	3,000.00	40,014.70
	A	-30-3-1620-4-54610	-			COVER EXP	05/17/2022			
8	A3031624	54720			CITY HALL CS	SERVICE CONTRACTS - PROF SERV		13,233.00	-3,000.00	10,233.00
	A	-30-3-1620-4-54720	-			COVER EXP	05/17/2022			
9	A3031624	54610			CITY HALL CS	REPAIRS & MAINTENANCE BUILDING		37,014.70	1,000.00	38,014.70
	A	-30-3-1620-4-54610	-			COVER EXP	05/17/2022			
10	A3031624	54140			CITY HALL CS	JANITORIAL SUPPLIES		8,000.00	-1,000.00	7,000.00
	A	-30-3-1620-4-54140	-			COVER EXP	05/17/2022			
11	A3567194	54510	3000		ICE RINKS CS	REPAIRS & MAINTENANCE VEHICLE		8,000.00	500.00	8,500.00
	A	-35-6-7181-4-54510	-3000			COVER EXP	05/17/2022			
12	A3567194	54720	3000		ICE RINKS CS	SERVICE CONTRACTS - PROF SERV		21,000.00	-500.00	20,500.00
	A	-35-6-7181-4-54720	-3000			COVER EXP	05/17/2022			
13	A3567144	54180	3000		RECREATION EXPENSES CS	OTHER SUPPLIES		17,000.00	1,000.00	18,000.00
	A	-35-6-7140-4-54180	-3000			COVER EXP	05/17/2022			
14	A3567144	54720	3000		RECREATION EXPENSES CS	SERVICE CONTRACTS - PROF SERV		10,000.00	-1,000.00	9,000.00
	A	-35-6-7140-4-54720	-3000			COVER EXP	05/17/2022			
15	A3031594	54610			SENIOR CENTER	REPAIRS & MAINTENANCE BUILDING		7,000.00	1,000.00	8,000.00
	A	-30-3-1590-4-54610	-			COVER EXP	05/17/2022			

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2022	05	126	05/17/2022	BUDGET CCM 051722	BUA TRANS-REG	1	1	
16	A3031594	54720		SENIOR CENTER	SERVICE CONTRACTS - PROF SERV	4,500.00	-1,000.00	3,500.00
	A	-30-3-1590-4-54720	-		COVER EXP	05/17/2022		
					** JOURNAL TOTAL		0.00	

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022	5	126								
BUA	A3021694-54220	05/17/2022	TRANS-REG	BUDGET	CCM	051722	TRAVEL	5	250.00	
							COVER EXP THRU YR-END			
BUA	A3021694-54110	05/17/2022	TRANS-REG	BUDGET	CCM	051722	OFFICE SUPPLIES	5		250.00
							COVER EXP THRU YR-END			
BUA	A3031594-54610	05/17/2022	TRANS-REG	BUDGET	CCM	051722	REPAIRS & MAINTENANCE BUILDING	5	1,000.00	
							COVER EXP			
BUA	A3031594-54720	05/17/2022	TRANS-REG	BUDGET	CCM	051722	SERVICE CONTRACTS - PROF SERV	5		1,000.00
							COVER EXP			
BUA	A3567174-54510-3000	05/17/2022	TRANS-REG	BUDGET	CCM	051722	REPAIRS & MAINTENANCE VEHICLE	5	500.00	
							COVER EXP			
BUA	A3567174-54720-3000	05/17/2022	TRANS-REG	BUDGET	CCM	051722	SERVICE CONTRACTS - PROF SERV	5		500.00
							COVER EXP			
BUA	A3031624-54610	05/17/2022	TRANS-REG	BUDGET	CCM	051722	REPAIRS & MAINTENANCE BUILDING	5	3,000.00	
							COVER EXP			
BUA	A3031624-54720	05/17/2022	TRANS-REG	BUDGET	CCM	051722	SERVICE CONTRACTS - PROF SERV	5		3,000.00
							COVER EXP			
BUA	A3031624-54610	05/17/2022	TRANS-REG	BUDGET	CCM	051722	REPAIRS & MAINTENANCE BUILDING	5	1,000.00	
							COVER EXP			
BUA	A3031624-54140	05/17/2022	TRANS-REG	BUDGET	CCM	051722	JANITORIAL SUPPLIES	5		1,000.00
							COVER EXP			
BUA	A3567194-54510-3000	05/17/2022	TRANS-REG	BUDGET	CCM	051722	REPAIRS & MAINTENANCE VEHICLE	5	500.00	
							COVER EXP			
BUA	A3567194-54720-3000	05/17/2022	TRANS-REG	BUDGET	CCM	051722	SERVICE CONTRACTS - PROF SERV	5		500.00
							COVER EXP			
BUA	A3567144-54180-3000	05/17/2022	TRANS-REG	BUDGET	CCM	051722	OTHER SUPPLIES	5	1,000.00	
							COVER EXP			
BUA	A3567144-54720-3000	05/17/2022	TRANS-REG	BUDGET	CCM	051722	SERVICE CONTRACTS - PROF SERV	5		1,000.00
							COVER EXP			
BUA	A3031594-54610	05/17/2022	TRANS-REG	BUDGET	CCM	051722	REPAIRS & MAINTENANCE BUILDING	5	1,000.00	
							COVER EXP			
BUA	A3031594-54720	05/17/2022	TRANS-REG	BUDGET	CCM	051722	SERVICE CONTRACTS - PROF SERV	5		1,000.00
							COVER EXP			
JOURNAL 2022/05/126 TOTAL									.00	.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2022	05	37	05/17/2022	BUDGET	CCM 051722 BUA	AMEND-INS	1	2		
1	A094	42680		DPS SALE OF PROP & COMP FOR INSURANCE RECOVERY				-2,687.83	-2,000.00	-4,687.83
	A	-09-4-0000-0-42680	-			TRAV DD REIMB FTC0702		05/17/2022		
2	A3041934	54775		MEDICAL AND CASUALTY INSURANCE				51,214.80	2,000.00	53,214.80
	A	-30-4-1930-4-54775	-			TRAV DD REIMB FTC0702		05/17/2022		
						** JOURNAL TOTAL		0.00		

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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 37									
BUA A094-42680						INSURANCE RECOVERY	5		2,000.00
	05/17/2022	AMEND-INS	BUDGET	CCM	051722	TRAV DD REIMB FTC0702			
BUA A3041934-54775						SELF INSURANCE	5	2,000.00	
	05/17/2022	AMEND-INS	BUDGET	CCM	051722	TRAV DD REIMB FTC0702			
								.00	.00
BUA A-2960						APPROPRIATIONS			2,000.00
	05/17/2022	AMEND-INS	BUDGET	CCM	051722				
BUA A-1510						ESTIMATED REVENUES		2,000.00	
	05/17/2022	AMEND-INS	BUDGET	CCM	051722				
						SYSTEM GENERATED ENTRIES TOTAL		2,000.00	2,000.00
						JOURNAL 2022/05/37 TOTAL		2,000.00	2,000.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
A GENERAL FUND	2022	5	37	05/17/2022				
A-1510					ESTIMATED REVENUES	2,000.00		
A-2960					APPROPRIATIONS			2,000.00
					FUND TOTAL	2,000.00		2,000.00

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

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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	96	05/17/2022	BUDGET	CCM 051722	BUA	AMEND-REG	1	2	
1	A094	42664		DPS SALE OF PROP & COMP FOR SALE OF	SALE OF VEHICLES	DPS		-3,950.00	-22,600.00	-26,550.00
	A	-09-4-0000-0-42664	-		SALE OF OLD TRAFFIC VEH			05/17/2022		
2	A3143312	52400		TRAFFIC CONTROL EQ CAP OUTLAW	VEHICLES			42,000.00	22,600.00	64,600.00
	A	-31-4-3310-2-52400	-		SALE OF OLD TRAFFIC VEH			05/17/2022		
3	A104	42701		DPS MISC LOACL SOURCES	REFUND	CURRENT YEAR EXPENSE		.00	-296.41	-296.41
	A	-10-4-0000-0-42701	-		CREDIT - GALLS LLC			05/17/2022		
4	A3143034	54160		POLICE CENTRAL DISPATCH CS	UNIFORMS			7,699.95	296.41	7,996.36
	A	-31-4-3021-4-54160	-		CREDIT - GALLS LLC			05/17/2022		
					** JOURNAL TOTAL			0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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CLERK: u238

YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2022 5 96										
BUA A094-42664						SALE OF VEHICLES DPS	5			22,600.00
	05/17/2022	AMEND-REG	BUDGET	CCM	051722	SALE OF OLD TRAFFIC VEH				
BUA A3143312-52400						VEHICLES	5	22,600.00		
	05/17/2022	AMEND-REG	BUDGET	CCM	051722	SALE OF OLD TRAFFIC VEH				
BUA A104-42701						REFUND CURRENT YEAR EXPENSE	5			296.41
	05/17/2022	AMEND-REG	BUDGET	CCM	051722	CREDIT - GALLS LLC				
BUA A3143034-54160						UNIFORMS	5	296.41		
	05/17/2022	AMEND-REG	BUDGET	CCM	051722	CREDIT - GALLS LLC				
								<hr/>	<hr/>	
								.00		.00
BUA A-2960						APPROPRIATIONS				22,896.41
	05/17/2022	AMEND-REG	BUDGET	CCM	051722					
BUA A-1510						ESTIMATED REVENUES		22,896.41		
	05/17/2022	AMEND-REG	BUDGET	CCM	051722					
								<hr/>	<hr/>	
						SYSTEM GENERATED ENTRIES TOTAL		22,896.41		22,896.41
								<hr/>	<hr/>	
						JOURNAL 2022/05/96 TOTAL		22,896.41		22,896.41

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
A GENERAL FUND	2022	5	96	05/17/2022				
A-1510					ESTIMATED REVENUES	22,896.41		
A-2960					APPROPRIATIONS			22,896.41
					FUND TOTAL	22,896.41		22,896.41

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

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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CLERK: u101 BATCH: 3529

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

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CLERK: u101 BATCH: 3529

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										
50	00001 A T & T	191943 1176065844		193400	22MWMAY1	23.26	.00	.00		
CASH A	2022/05	INV 05/09/2022	SEP-CHK: N	DISC: .00		A3021694 54670		3.88	1099:	
ACCT 1200	DEPT 2000	DUE 05/11/2022	DESC:1000-810-2104			A3031444 54670		3.88	1099:	
P.O. BOX 5094	CAROL STREAM IL	60197-5094				A3143414 54670		3.88	1099:	
						A3567144 54671		3.88	1099:	
						A3031654 54670		3.87	1099:	
						A3021694 54670		3.87	1099:	
8695	00001 CHARTER COMMUNIC	191945 483159702041622		193402	22MWMAY1	99.99	.00	.00		
CASH A	2022/05	INV 05/09/2022	SEP-CHK: Y	DISC: .00		A3021694 54740		99.99	1099:	
ACCT 1200	DEPT 2000	DUE 05/11/2022	DESC:202-483159702-001							
PO BOX 4617	CAROL STREAM IL	60197-4617								
8695	00000 CHARTER COMMUNIC	191947 142267301042222		193404	22MWMAY1	239.95	.00	.00		
CASH A	2022/05	INV 05/09/2022	SEP-CHK: Y	DISC: .00		E3577164 54670		239.95	1099:	
ACCT 1200	DEPT 7000	DUE 05/11/2022	DESC:142267301							
PO BOX 223085	PITTSBURGH PA	15251-2085								
7199	00001 CONSTELLATION EN	191948 62356696201		193405	22MWMAY1	5,111.43	.00	.00		
CASH A	2022/05	INV 05/09/2022	SEP-CHK: Y	DISC: .00		E3577164 54650		5,111.43	1099:	
ACCT 1200	DEPT 7000	DUE 05/11/2022	DESC:201783308-1							
PO BOX 4640	CAROL STREAM IL	60197-4640								
3	00002 CSEA-EBF	191949 MAY 2022		193406	22MWMAY1	1,801.16	.00	.00		
CASH A	2022/05	INV 05/09/2022	SEP-CHK: Y	DISC: .00		A3739068 58011		1,375.21	1099:	
ACCT 1200	DEPT 1000	DUE 05/11/2022	DESC:DPW 268			A3769068 58011	3000	121.70	1099:	
PO BOX 516	LATHAM NY	12110-0516				F3739068 58011		146.04	1099:	
						G3739068 58011		158.21	1099:	

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
3	00001 CSEA-EBF	191953 MAY-22		193410	22MWMAY1	2,531.36		.00	.00		
CASH A	2022/05	INV 05/09/2022	SEP-CHK: Y	DISC: .00		A3011478	58011		24.34	1099:	
ACCT 1200	DEPT 1000	DUE 05/11/2022	DESC:NB365	CITY HALL ADMIN		A3719068	58011		462.46	1099:	
PO BOX 516	LATHAM NY 12110-0516					A3729068	58011		292.08	1099:	
						A3739068	58011		223.11	1099:	
						A3749068	58011		681.52	1099:	
						A3759068	58011		194.72	1099:	
						A3769068	58011		146.40	1099:	
						F3739068	58011		399.58	1099:	
						G3739068	58011		107.15	1099:	
319	00001 NATIONAL GRID	191954 191954		193411	22MWMAY1	23,532.14		.00	.00		
CASH A	2022/05	INV 05/09/2022	SEP-CHK: N	DISC: .00		A3031654	54650		772.70	1099:	
ACCT 1200	DEPT 3000	DUE 05/11/2022	DESC:DPW			A3567174	54650	3000	242.10	1099:	
P.O. BOX 4706	SYRACUSE NY 13221-4706					A3567144	54650	3000	75.12	1099:	
						A3031624	54650		371.81	1099:	
						A3335184	54750		54.73	1099:	
						A3031634	54650		230.00	1099:	
						G3638124	54650		252.17	1099:	
						A3537114	54650		808.72	1099:	
						F3638334	54650		18,312.37	1099:	
						A3567194	54650	3000	1,198.48	1099:	
						F3638324	54650		1,213.94	1099:	
319	00001 NATIONAL GRID	191955 191955		193412	22MWMAY1	873.53		.00	.00		
CASH A	2022/05	INV 05/09/2022	SEP-CHK: N	DISC: .00		A3143124	54650		5.63	1099:	
ACCT 1200	DEPT 4000	DUE 05/11/2022	DESC:DPS			A3143314	54751		7.93	1099:	
P.O. BOX 4706	SYRACUSE NY 13221-4706					A3143314	54751		34.29	1099:	
						A3143314	54751		1.29	1099:	
						A3143414	54650		684.22	1099:	
						A3143314	54751		6.15	1099:	
						A3143314	54751		20.01	1099:	
						A3143314	54650		114.01	1099:	
319	00002 NATIONAL GRID CO	191956 191956		193413	22MWMAY1	6,677.31		.00	.00		
CASH A	2022/05	INV 05/09/2022	SEP-CHK: Y	DISC: .00		E3475654	54650		2,750.37	1099:	
ACCT 1200	DEPT 7000	DUE 05/11/2022	DESC:CITY CENTER			E3577164	54650		3,906.12	1099:	
P.O. BOX 371376	PITTSBURGH PA 15250-7376					E3577164	54650		20.82	1099:	

NEW INVOICES

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NEW INVOICES

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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
1831	00001 VERIZON WIRELESS	191976 9904912851		193434	22MWMAY1	31.22		.00	.00		
CASH A	2022/05	INV 05/09/2022	SEP-CHK: N	DISC: .00			A3051414	54671	31.22	1099:	
ACCT 1200	DEPT 5000	DUE 05/11/2022	DESC:742065788-00001								
P O BOX 408	NEWARK NJ 07101-0408										
1831	00001 VERIZON WIRELESS	191977 9904861387		193435	22MWMAY1	204.40		.00	.00		
CASH A	2022/05	INV 05/09/2022	SEP-CHK: N	DISC: .00			A3051414	54671	204.40	1099:	
ACCT 1200	DEPT 5000	DUE 05/11/2022	DESC:442028324-00001								
P O BOX 408	NEWARK NJ 07101-0408										
1831	00001 VERIZON WIRELESS	191978 9904861388		193436	22MWMAY1	235.08		.00	.00		
CASH A	2022/05	INV 05/09/2022	SEP-CHK: N	DISC: .00			A3021694	54670	235.08	1099:	
ACCT 1200	DEPT 2000	DUE 05/11/2022	DESC:442028324-00002								
P O BOX 408	NEWARK NJ 07101-0408										
1831	00001 VERIZON WIRELESS	191979 9904872838		193437	22MWMAY1	270.98		.00	.00		
CASH A	2022/05	INV 05/09/2022	SEP-CHK: Y	DISC: .00			E3577164	54670	270.98	1099:	
ACCT 1200	DEPT 7000	DUE 05/11/2022	DESC:480169107-00001								
P O BOX 408	NEWARK NJ 07101-0408										
1831	00001 VERIZON WIRELESS	191980 9904894281		193438	22MWMAY1	958.77		.00	.00		
CASH A	2022/05	INV 05/09/2022	SEP-CHK: N	DISC: .00			A3335014	54670	312.20	1099:	
ACCT 1200	DEPT 3000	DUE 05/11/2022	DESC:642000522-00001				A3335014	54670	37.99	1099:	
P O BOX 408	NEWARK NJ 07101-0408						A3335014	54670	37.99	1099:	
							A3335014	54670	31.22	1099:	
							A3335014	54670	31.22	1099:	
							F3638344	54670	31.22	1099:	
							F3638344	54670	37.99	1099:	
							F3638334	54670	31.22	1099:	
							A3031654	54670	31.22	1099:	
							A3537114	54670	31.22	1099:	
							A3638194	54670	16.54	1099:	
							A3567174	54670	31.22	1099:	
							A3031444	54670	297.52	1099:	
33 APPROVED UNPAID INVOICES				TOTAL		52,763.02					

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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
33 INVOICE(S)			REPORT POST TOTAL		52,763.02				

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CITY OF SARATOGA SPRINGS LIVE
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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2022 05	A3011478 A	-30-1-1431-8-58011 -	VISION INSURANC	24.34	170.38
	A3021694 A	-30-2-1681-4-54670 -	PHONES	242.83	8,155.47
	A3021694 A	-30-2-1681-4-54740 -	SERVICE CONTRAC	99.99	44,670.56
	A3031444 A	-30-3-1440-4-54670 -	PHONES	301.40	1,466.16
	A3031494 A	-30-3-1490-4-54670 -	PHONES	37.72	2,145.06
	A3031624 A	-30-3-1620-4-54650 -	UTILITIES	371.81	49,991.59
	A3031634 A	-30-3-1621-4-54650 -	VC UTILITIES	230.00	8,949.68
	A3031654 A	-30-3-1623-4-54650 -	UTILITIES	772.70	7,824.06
	A3031654 A	-30-3-1623-4-54670 -	PHONES	297.47	2,830.34
	A3051414 A	-30-5-1410-4-54671 -	PHONES & FAX	235.62	4,393.08
	A3143124 A	-31-4-3120-4-54650 -	UTILITIES	5.63	1,994.30
	A3143124 A	-31-4-3120-4-54670 -	PHONES	1,530.32	38,403.32
	A3143124 A	-31-4-3120-4-54720 -	SERVICE CONTRAC	2,574.35	4,161.96
	A3143124 A	-31-4-3120-4-54740 -	SERVICE CONTRAC	32.05	19,724.02
	A3143314 A	-31-4-3310-4-54650 -	UTILITIES	252.64	753.58
	A3143314 A	-31-4-3310-4-54751 -	UTILITIES TRAFF	69.67	24,542.24
	A3143414 A	-31-4-3410-4-54650 -	UTILITIES	1,543.27	9,398.57
	A3143414 A	-31-4-3410-4-54670 -	PHONES	2,465.93	18,722.15
	A3335014 A	-33-3-5010-4-54670 -	PHONES	450.62	5,977.66
	A3335184 A	-33-3-5182-4-54750 -	STREET LIGHTING	54.73	383,756.95
	A3335654 A	-33-3-5650-4-54670 -	PHONES	149.60	1,000.19
	A3537114 A	-35-3-7110-4-54650 -	UTILITIES	808.72	28,054.09
	A3537114 A	-35-3-7110-4-54670 -	PHONES	108.25	579.26
	A3537214 A	-35-3-7200-4-54670 -	PHONES	39.68	248.97
	A3567144 A	-35-6-7140-4-54650 -3000	UTILITIES	75.12	14,845.29
	A3567144 A	-35-6-7140-4-54671 -	PHONES & FAX	3.88	580.59
	A3567174 A	-35-6-7171-4-54650 -3000	UTILITIES	242.10	10,059.77
	A3567174 A	-35-6-7171-4-54670 -3000	PHONES	174.93	2,331.42
	A3567194 A	-35-6-7181-4-54650 -3000	UTILITIES	1,198.48	27,809.32
	A3567194 A	-35-6-7181-4-54670 -3000	PHONES	191.67	1,411.02
	A3638184 A	-36-3-8180-4-54670 -	PHONES	114.65	762.92
	A3638194 A	-36-3-8185-4-54670 -	PHONES	16.54	233.63
	A3719068 A	-37-1-9060-8-58011 -	VISION INSURANC	462.46	4,235.16
	A3719068 A	-37-1-9060-8-58013 -	HRA ADMINISTRAT	21.90	170.88
	A3729068 A	-37-2-9060-8-58011 -	VISION INSURANC	292.08	2,872.12
	A3739068 A	-37-3-9060-8-58011 -	VISION INSURANC	1,598.32	14,936.60
	A3739068 A	-37-3-9060-8-58013 -	HRA ADMINISTRAT	109.50	854.42
	A3749068 A	-37-4-9060-8-58011 -	VISION INSURANC	681.52	9,469.28
	A3749068 A	-37-4-9060-8-58013 -	HRA ADMINISTRAT	876.00	6,019.08
	A3749098 A	-37-4-9090-8-58015 -	FSA ADMINISTRAT	75.00	375.00
	A3759068 A	-37-5-9060-8-58011 -	VISION INSURANC	194.72	2,385.32
	A3759068 A	-37-5-9060-8-58013 -	HRA ADMINISTRAT	14.60	113.92
	A3769068 A	-37-6-9060-8-58011 -	VISION INSURANC	146.40	1,268.76
	A3769068 A	-37-6-9060-8-58011 -3000	VISION INSURANC	121.70	2,020.22
	E3475654 E	-34-7-5650-4-54650 -	UTILITIES	2,750.37	13,317.54
	E3577164 E	-35-7-7160-4-54650 -	UTILITIES	9,038.37	68,445.86
	E3577164 E	-35-7-7160-4-54670 -	PHONES	510.93	6,615.90
	F3638324 F	-36-3-8320-4-54650 -	UTILITIES	1,213.94	30,320.89
	F3638334 F	-36-3-8330-4-54650 -	UTILITIES	18,312.37	292,873.50
	F3638334 F	-36-3-8330-4-54670 -	PHONES	493.77	2,085.61
	F3638344 F	-36-3-8340-4-54670 -	PHONES	69.21	323.13

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 CITY OF SARATOGA SPRINGS LIVE
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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
F3739068	F	-37-3-9060-8-58011 -	VISION INSURANC	545.62	3,746.02
G3638124	G	-36-3-8120-4-54650 -	UTILITIES	252.17	43,537.56
G3739068	G	-37-3-9060-8-58011 -	VISION INSURANC	265.36	2,371.72
REPORT TOTALS				52,763.02	

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CITY OF SARATOGA SPRINGS LIVE
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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	ACCOUNT DESC	LINE DESC			
2022 5 107										
API A3021694-54670						PHONES			3.88	
05/11/2022 W	22MWMAY1	000050			191943	1000-810-2104				
API A3031444-54670						PHONES			3.88	
05/11/2022 W	22MWMAY1	000050			191943	1000-810-2104				
API A3143414-54670						PHONES			3.88	
05/11/2022 W	22MWMAY1	000050			191943	1000-810-2104				
API A3567144-54671						PHONES & FAX			3.88	
05/11/2022 W	22MWMAY1	000050			191943	1000-810-2104				
API A3031654-54670						PHONES			3.87	
05/11/2022 W	22MWMAY1	000050			191943	1000-810-2104				
API A3021694-54670						PHONES			3.87	
05/11/2022 W	22MWMAY1	000050			191943	1000-810-2104				
API A3021694-54740						SERVICE CONTRACTS - EQUIPMENT			99.99	
05/11/2022 W	22MWMAY1	008695			191945	202-483159702-001				
API E3577164-54670						PHONES			239.95	
05/11/2022 W	22MWMAY1	008695			191947	142267301				
API E3577164-54650						UTILITIES			5,111.43	
05/11/2022 W	22MWMAY1	007199			191948	201783308-1				
API A3739068-58011						VISION INSURANCE			1,375.21	
05/11/2022 W	22MWMAY1	000003			191949	DPW 268				
API A3769068-58011-3000						VISION INSURANCE			121.70	
05/11/2022 W	22MWMAY1	000003			191949	DPW 268				
API F3739068-58011						VISION INSURANCE			146.04	
05/11/2022 W	22MWMAY1	000003			191949	DPW 268				
API G3739068-58011						VISION INSURANCE			158.21	
05/11/2022 W	22MWMAY1	000003			191949	DPW 268				
API A3011478-58011						VISION INSURANCE			24.34	
05/11/2022 W	22MWMAY1	000003			191953	NB365 CITY HALL ADMIN				
API A3719068-58011						VISION INSURANCE			462.46	
05/11/2022 W	22MWMAY1	000003			191953	NB365 CITY HALL ADMIN				
API A3729068-58011						VISION INSURANCE			292.08	
05/11/2022 W	22MWMAY1	000003			191953	NB365 CITY HALL ADMIN				
API A3739068-58011						VISION INSURANCE			223.11	
05/11/2022 W	22MWMAY1	000003			191953	NB365 CITY HALL ADMIN				
API A3749068-58011						VISION INSURANCE			681.52	
05/11/2022 W	22MWMAY1	000003			191953	NB365 CITY HALL ADMIN				
API A3759068-58011						VISION INSURANCE			194.72	
05/11/2022 W	22MWMAY1	000003			191953	NB365 CITY HALL ADMIN				
API A3769068-58011						VISION INSURANCE			146.40	
05/11/2022 W	22MWMAY1	000003			191953	NB365 CITY HALL ADMIN				
API F3739068-58011						VISION INSURANCE			399.58	
05/11/2022 W	22MWMAY1	000003			191953	NB365 CITY HALL ADMIN				
API G3739068-58011						VISION INSURANCE			107.15	
05/11/2022 W	22MWMAY1	000003			191953	NB365 CITY HALL ADMIN				
API A3031654-54650						UTILITIES			772.70	
05/11/2022 W	22MWMAY1	000319			191954	DPW				
API A3567174-54650-3000						UTILITIES			242.10	

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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	A3567144-54650-3000	05/11/2022 W	22MWMAY1	000319		191954	DPW		75.12	
API	A3031624-54650	05/11/2022 W	22MWMAY1	000319		191954	UTILITIES		371.81	
API	A3335184-54750	05/11/2022 W	22MWMAY1	000319		191954	DPW		54.73	
API	A3031634-54650	05/11/2022 W	22MWMAY1	000319		191954	STREET LIGHTING		230.00	
API	G3638124-54650	05/11/2022 W	22MWMAY1	000319		191954	DPW		252.17	
API	A3537114-54650	05/11/2022 W	22MWMAY1	000319		191954	VC UTILITIES		808.72	
API	F3638334-54650	05/11/2022 W	22MWMAY1	000319		191954	DPW		18,312.37	
API	A3567194-54650-3000	05/11/2022 W	22MWMAY1	000319		191954	UTILITIES		1,198.48	
API	F3638324-54650	05/11/2022 W	22MWMAY1	000319		191954	DPW		1,213.94	
API	A3143124-54650	05/11/2022 W	22MWMAY1	000319		191955	UTILITIES		5.63	
API	A3143314-54751	05/11/2022 W	22MWMAY1	000319		191955	DPS		7.93	
API	A3143314-54751	05/11/2022 W	22MWMAY1	000319		191955	UTILITIES TRAFFIC LIGHTS		34.29	
API	A3143314-54751	05/11/2022 W	22MWMAY1	000319		191955	DPS		1.29	
API	A3143314-54751	05/11/2022 W	22MWMAY1	000319		191955	UTILITIES TRAFFIC LIGHTS		684.22	
API	A3143414-54650	05/11/2022 W	22MWMAY1	000319		191955	DPS		6.15	
API	A3143314-54751	05/11/2022 W	22MWMAY1	000319		191955	UTILITIES TRAFFIC LIGHTS		20.01	
API	A3143314-54650	05/11/2022 W	22MWMAY1	000319		191955	DPS		114.01	
API	E3475654-54650	05/11/2022 W	22MWMAY1	000319		191956	UTILITIES		2,750.37	
API	E3577164-54650	05/11/2022 W	22MWMAY1	000319		191956	CITY CENTER		3,906.12	
API	E3577164-54650	05/11/2022 W	22MWMAY1	000319		191956	UTILITIES		20.82	
API	A3143124-54740	05/11/2022 W	22MWMAY1	000319		191956	CITY CENTER		32.05	
POL	A3143124-54740	05/11/2022 W	22MWMAY1	000223	220054	191957	SERVICE CONTRACTS - EQUIPMENT			
		05/11/2022 LIQ/INV	000223	220054	191957		323252-1023244A7			
API	A3719068-58013	05/11/2022 W	22MWMAY1	006205		191958	SERVICE CONTRACTS - EQUIPMENT 4			32.05
API	A3739068-58013	05/11/2022 W	22MWMAY1	006205		191958	323252-1023244A7 2022			
							HRA ADMINISTRATIVE FEE		21.90	
							04/27/2022		109.50	
							HRA ADMINISTRATIVE FEE			
							04/27/2022			

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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	A3749068-58013						HRA ADMINISTRATIVE FEE		876.00	
	05/11/2022 W	22MWMAY1	006205			191958	04/27/2022			
API	A3759068-58013						HRA ADMINISTRATIVE FEE		14.60	
	05/11/2022 W	22MWMAY1	006205			191958	04/27/2022			
API	A3749098-58015						FSA ADMINISTRATIVE FEE		75.00	
	05/11/2022 W	22MWMAY1	006205			191958	04/27/2022			
API	A3143314-54650						UTILITIES		138.63	
	05/11/2022 W	22MWMAY1	008048			191959	72007945			
API	A3143414-54650						UTILITIES		767.34	
	05/11/2022 W	22MWMAY1	008048			191959	72007945			
API	A3143414-54650						UTILITIES		91.71	
	05/11/2022 W	22MWMAY1	008048			191959	72007945			
API	A3143124-54720						SERVICE CONTRACTS - PROF SERV		2,574.35	
	05/11/2022 W	22MWMAY1	007350			191960	11150679			
API	A3143414-54670						PHONES		39.45	
	05/11/2022 W	22MWMAY1	001927			191961	651750654000142			
API	A3143124-54670						PHONES		44.23	
	05/11/2022 W	22MWMAY1	001927			191962	651750580000117			
API	A3143124-54670						PHONES		44.23	
	05/11/2022 W	22MWMAY1	001927			191963	651750534000189			
API	A3143124-54670						PHONES		73.73	
	05/11/2022 W	22MWMAY1	001927			191964	251750498000153			
API	A3143414-54670						PHONES		101.40	
	05/11/2022 W	22MWMAY1	001927			191965	651750666000189			
API	A3143414-54670						PHONES		108.08	
	05/11/2022 W	22MWMAY1	001927			191966	251750651000198			
API	A3143414-54670						PHONES		190.74	
	05/11/2022 W	22MWMAY1	001927			191967	2517473340000181			
API	A3143414-54670						PHONES		238.14	
	05/11/2022 W	22MWMAY1	001927			191968	DPS			
API	A3143414-54670						PHONES		252.06	
	05/11/2022 W	22MWMAY1	001927			191969	651750648000166			
API	A3143124-54670						PHONES		338.36	
	05/11/2022 W	22MWMAY1	001927			191970	651750563000175			
API	A3143414-54670						PHONES		380.08	
	05/11/2022 W	22MWMAY1	001927			191971	251747336000130			
API	A3031494-54670						PHONES		37.72	
	05/11/2022 W	22MWMAY1	001927			191972	DPW			
API	A3031654-54670						PHONES		98.01	
	05/11/2022 W	22MWMAY1	001927			191972	DPW			
API	A3031654-54670						PHONES		37.39	
	05/11/2022 W	22MWMAY1	001927			191972	DPW			
API	A3031654-54670						PHONES		49.53	
	05/11/2022 W	22MWMAY1	001927			191972	DPW			
API	A3031654-54670						PHONES		77.45	
	05/11/2022 W	22MWMAY1	001927			191972	DPW			
API	A3638184-54670						PHONES		73.89	
	05/11/2022 W	22MWMAY1	001927			191972	DPW			
API	A3638184-54670						PHONES		40.76	

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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 A3537214-54670	05/11/2022 W	22MWMAY1	001927		191972	DPW				
API A3335654-54670	05/11/2022 W	22MWMAY1	001927		191972	PHONES		39.68		
API F3638334-54670	05/11/2022 W	22MWMAY1	001927		191972	DPW				
API F3638334-54670	05/11/2022 W	22MWMAY1	001927		191973	PHONES		149.60		
API F3638334-54670	05/11/2022 W	22MWMAY1	001927		191973	DPW		79.25		
API F3638334-54670	05/11/2022 W	22MWMAY1	001927		191973	PHONES		78.31		
API F3638334-54670	05/11/2022 W	22MWMAY1	001927		191973	DPW		76.83		
API F3638334-54670	05/11/2022 W	22MWMAY1	001927		191973	PHONES				
API F3638334-54670	05/11/2022 W	22MWMAY1	001927		191973	DPW		153.11		
API A3567194-54670-3000	05/11/2022 W	22MWMAY1	001927		191973	PHONES		75.05		
API A3567194-54670-3000	05/11/2022 W	22MWMAY1	001927		191973	DPW		39.37		
API A3567194-54670-3000	05/11/2022 W	22MWMAY1	001927		191973	PHONES		110.98		
API A3567194-54670-3000	05/11/2022 W	22MWMAY1	001927		191973	DPW		41.32		
API A3537114-54670	05/11/2022 W	22MWMAY1	001927		191973	PHONES		39.36		
API A3537114-54670	05/11/2022 W	22MWMAY1	001927		191973	DPW		37.67		
API A3567174-54670-3000	05/11/2022 W	22MWMAY1	001927		191973	PHONES		143.71		
API A3143124-54670	05/11/2022 W	22MWMAY1	001831		191974	DPW				
API A3143124-54670	05/11/2022 W	22MWMAY1	001831		191975	PHONES		1,029.77		
API A3051414-54671	05/11/2022 W	22MWMAY1	001831		191976	842249443-0001		1,152.10		
API A3051414-54671	05/11/2022 W	22MWMAY1	001831		191977	PHONES				
API A3021694-54670	05/11/2022 W	22MWMAY1	001831		191978	486851008-00001		31.22		
API E3577164-54670	05/11/2022 W	22MWMAY1	001831		191979	PHONES & FAX		204.40		
API A3335014-54670	05/11/2022 W	22MWMAY1	001831		191980	742065788-00001		235.08		
API A3335014-54670	05/11/2022 W	22MWMAY1	001831		191980	442028324-00001		270.98		
API A3335014-54670	05/11/2022 W	22MWMAY1	001831		191980	PHONES		312.20		
API A3335014-54670	05/11/2022 W	22MWMAY1	001831		191980	642000522-00001		37.99		
API A3335014-54670	05/11/2022 W	22MWMAY1	001831		191980	PHONES		37.99		
API A3335014-54670	05/11/2022 W	22MWMAY1	001831		191980	642000522-00001		31.22		
API A3335014-54670	05/11/2022 W	22MWMAY1	001831		191980	PHONES		31.22		
API A3335014-54670	05/11/2022 W	22MWMAY1	001831		191980	642000522-00001				

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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 F3638344-54670		05/11/2022 W	22MWMAY1	001831		191980	PHONES 642000522-00001		31.22	
API F3638344-54670		05/11/2022 W	22MWMAY1	001831		191980	PHONES 642000522-00001		37.99	
API F3638334-54670		05/11/2022 W	22MWMAY1	001831		191980	PHONES 642000522-00001		31.22	
API A3031654-54670		05/11/2022 W	22MWMAY1	001831		191980	PHONES 642000522-00001		31.22	
API A3537114-54670		05/11/2022 W	22MWMAY1	001831		191980	PHONES 642000522-00001		31.22	
API A3638194-54670		05/11/2022 W	22MWMAY1	001831		191980	PHONES 642000522-00001		16.54	
API A3567174-54670-3000		05/11/2022 W	22MWMAY1	001831		191980	PHONES 642000522-00001		31.22	
API A3031444-54670		05/11/2022 W	22MWMAY1	001831		191980	PHONES 642000522-00001		297.52	
GENERAL LEDGER TOTAL									52,763.02	.00
API A-2600		05/11/2022 W	22MWMAY1	B 3529			ACCOUNTS PAYABLE			19,310.91
API E-2600		05/11/2022 W	22MWMAY1	B 3529			ACCOUNTS PAYABLE			12,299.67
API F-2600		05/11/2022 W	22MWMAY1	B 3529			ACCOUNTS PAYABLE			20,634.91
API G-2600		05/11/2022 W	22MWMAY1	B 3529			ACCOUNTS PAYABLE			517.53
POL A-1521		05/11/2022 W	22MWMAY1	B 3529			ENCUMBRANCES			32.05
POL A-2963		05/11/2022 W	22MWMAY1	B 3529			BUDGETARY FUND BALANCE RES ENC		32.05	
SYSTEM GENERATED ENTRIES TOTAL									32.05	52,795.07
JOURNAL 2022/05/107 TOTAL									52,795.07	52,795.07
2022 5 107										
API A-1522		05/11/2022 W	22MWMAY1	B 3529			EXPENDITURES		19,310.91	
API E-1522		05/11/2022 W	22MWMAY1	B 3529			EXPENDITURES		12,299.67	
API F-1522		05/11/2022 W	22MWMAY1	B 3529			EXPENDITURES		20,634.91	
API G-1522		05/11/2022 W	22MWMAY1	B 3529			EXPENDITURES		517.53	

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2022	5	107	05/11/2022			
	A-1521					ENCUMBRANCES		32.05
	A-1522					EXPENDITURES	19,310.91	
	A-2600					ACCOUNTS PAYABLE		19,310.91
	A-2963					BUDGETARY FUND BALANCE RES ENC	32.05	
						FUND TOTAL	19,342.96	19,342.96
E	CITY CENTER AUTHORITY	2022	5	107	05/11/2022			
	E-1522					EXPENDITURES	12,299.67	
	E-2600					ACCOUNTS PAYABLE		12,299.67
						FUND TOTAL	12,299.67	12,299.67
F	WATER FUND	2022	5	107	05/11/2022			
	F-1522					EXPENDITURES	20,634.91	
	F-2600					ACCOUNTS PAYABLE		20,634.91
						FUND TOTAL	20,634.91	20,634.91
G	SEWER FUND	2022	5	107	05/11/2022			
	G-1522					EXPENDITURES	517.53	
	G-2600					ACCOUNTS PAYABLE		517.53
						FUND TOTAL	517.53	517.53

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

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PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
		001 MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00		ALARM INSPECTIONS CCA 12/07/2021
220043	001	MOTOROLA SOLUTIONS I	20.00	0.00	20.00	0.00	0	PORTABLE RADIO BATTERIES PER NYS PT
220052	001	ADVANCED ELECTRONIC	1.00	0.00	1.00	0.00	0	RHINOTAB M1 PER QUOTE QUO-5517
220073	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00	8	PORTABLE TOILETS AS QUOTED 11/22/21
	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00		PORTABLE TOILETS AS QUOTED 11/22/21
	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00		PORTABLE TOILETS AS QUOTED 11/22/21
	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00		PORTABLE TOILETS AS QUOTED 11/22/21
	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00		PORTABLE TOILETS AS QUOTED 11/22/21
	001	STONE INDUSTRIES	1.00	0.00	0.00	1.00		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
220079	001	SURPASS CHEMICAL COM	1.00	0.00	0.00	1.00	8	SLI-5179 @ \$1.33/LB PER IFB 2020-12
220081	001	CROWN CASTLE FIBER L	12.00	0.00	0.00	12.00	8	MOTNHLY FIBER SERVICE
220083	001	ANP TRANSCRIPTIONS	1.00	0.00	0.00	1.00	8	TRANSCRIPTION SERVICES FOR CITY COUN
220086	001	ITT FLYT CORP	1.00	0.00	0.00	1.00	8	FLYGT SUBMERSIBLE PUMP AS PER QUOTE
220103	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	I. RHODES BOOTS OR COAT POLICY NOT
220105	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	I. RHODES PANTS POLICY NOT TO EXCEED
220109	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	J. PARISI BOOTS OR COAT POLICY NOT T
220151	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	J. MICHAUD BOOTS OR COAT POLICY NOT
220170	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	W. SHREVE PANTS POLICY NOT TO EXCEED
220196	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	J. DELANY PANTS POLICY NOT TO EXCEED
220197	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	K. KIRK PANTS POLICY NOT TO EXCEED
220198	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	J. SPIEZIO PANTS POLICY NOT TO EXCEE
220199	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	J DELANEY BOOTS OR COAT POLICY NOT T
220201	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	K. KIRK BOOTS OR COAT POLICY NOT TO
220203	001	SAFETY WEARHOUSE, LL	1.00	0.00	1.00	0.00	0	J. SPIEZIO BOOTS OR COAT POLICY NOT
220242	001	SRI FIRE SPRINKLER,	1.00	0.00	1.00	0.00	0	SPRINKLER REPAIR QUOTE DATED 02/01/2
220243	001	CREIGHTON MANNING EN	1.00	0.00	0.00	1.00	8	2016 COMPLETE STREETS PLAN UPDATE- A

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	220253	001 BPI MECHANICAL SERVI	1.00	0.00	0.00	1.00	8	SSPD HVAC SERVICES PER RFP 2017-25 C
	220266	001 SHALLOW CREEK KENNEL	1.00	0.00	1.00	0.00	0	DUAL PURPOSE POLICE SERVICE DOG
	220269	001 GALLS, LLC	1.00	0.00	0.00	1.00	8	PER QUOTE 19980486
	220270	001 LABELLA ASSOCIATES P	1.00	0.00	0.00	1.00	8	STATION LANE APARTMENTS CODE REVIEW
	220279	001 HENRY SCHEIN, INC.	1.00	0.00	0.00	1.00	8	EMERGENCY MEDICAL SUPPLIES
	220302	001 THE FIBAR GROUP LLC	1.00	0.00	1.00	0.00	0	150 CY ENGINEERED WOOD FIBAR
	220307	001 ADVANCED ELECTRONIC	4.00	0.00	4.00	0.00	0	COMPUTER MOUNTS FOR NEW POLICE INTER
	220309	001 GALLS, LLC	1.00	0.00	0.00	1.00	8	PER QUOTE
	220313	001 BARRIER FREE ELEVATO	1.00	0.00	0.00	1.00	8	2022 MAINTENANCE AGREEMENT SARATOGA
	220317	001 WOLBERG ELECTRICAL S	1.00	0.00	1.00	0.00	0	STERNBERG LIGHTS PER QUOTE 2273759
	220329	001 MERCURY SCREEN PRINT	1.00	0.00	0.00	1.00	8	AS FOLLOWS: SUMMER BOYS BASKETBALL
	220340	001 PALLETTE STONE CORP	1.00	0.00	0.00	1.00	8	ASPHALT PER 22-PWAC-3R CCA 04/05/20
	220353	001 MUNICIPAL EMERGENCY	1.00	0.00	1.00	0.00	0	CYL & VLV ASSY 30 MIN 9 @ \$1,118.42
	220374	001 KEEPER SECURITY, INC	1.00	0.00	1.00	0.00	0	KEPPER SECURITY CCA 04/05/2022 NOT
	220381	001 VANDER MOLEN	1.00	0.00	0.00	1.00	8	FIRE APPARATUS MAINTENANCE & SERVICE
	220387	001 GOLDBERGER AND KREME	1.00	0.00	0.00	1.00	8	LABOR AND EMPLOYMENT LEGAL SERVICES
		001 GOLDBERGER AND KREME	1.00	0.00	0.00	1.00		LABOR AND EMPLOYMENT LEGAL SERVICES

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED UNPAID INVOICES TO BE POSTED											
8027	00000 3 RINGS PTS, LLC	191981 007400	220004	193439	22MAY2	4,200.00		.00	109,700.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: Y	DISC: .00		E3475654	54720		4,200.00	1099:7	
ACCT 1200	DEPT 7000	DUE 05/17/2022	DESC:05/07/2022								
97 FT JOHNSON AVE FORT JONSON NY 12070											
8027	00000 3 RINGS PTS, LLC	191982 00695	220004	193440	22MAY2	4,200.00		.00	109,700.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: Y	DISC: .00		E3475654	54720		4,200.00	1099:7	
ACCT 1200	DEPT 7000	DUE 05/17/2022	DESC:04/30/2022								
97 FT JOHNSON AVE FORT JONSON NY 12070											
8027	00000 3 RINGS PTS, LLC	191983 00701	220004	193441	22MAY2	350.00		.00	109,700.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: Y	DISC: .00		E3577164	54720		350.00	1099:7	
ACCT 1200	DEPT 7000	DUE 05/17/2022	DESC:05/07/2022								
97 FT JOHNSON AVE FORT JONSON NY 12070											
8027	00000 3 RINGS PTS, LLC	191984 00697	220004	193442	22MAY2	950.00		.00	109,700.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: Y	DISC: .00		E3577164	54720		950.00	1099:7	
ACCT 1200	DEPT 7000	DUE 05/17/2022	DESC:04/30/2022								
97 FT JOHNSON AVE FORT JONSON NY 12070											
7969	00000 ABSOLUTE PEST CO	191985 595568	220010	193443	22MAY2	63.00		.00	1,617.50		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: Y	DISC: .00		A3567194	54720 3000		63.00	1099:7	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:119331								
12 WADE ROAD LATHAM NY 12110											
7969	00000 ABSOLUTE PEST CO	191986 595569	220010	193444	22MAY2	63.00		.00	1,617.50		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: Y	DISC: .00		A3567194	54720 3000		63.00	1099:7	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:119331								
12 WADE ROAD LATHAM NY 12110											
2457	00000 ACTION SEPTIC SE	191987 65877		193445	22MAY2	450.00		.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: Y	DISC: .00		E3577164	54610		450.00	1099:	
ACCT 1200	DEPT 7000	DUE 05/17/2022	DESC:04/25/2022								
P O BOX 1430 SOUTH GLENS FALLS NY 12803											

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NEW INVOICES

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05/13/2022 10:30 | CITY OF SARATOGA SPRINGS LIVE
u101 | 22MAY2

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CLERK: u101 BATCH: 3532

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
31	00001 ALLERDICE BUILDING	192003 2205-230603		193461	22MAY2	21.23	.00	.00		
	CASH A 2022/05 INV 05/11/2022 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3335014 54180		21.23	1099:
31	00001 ALLERDICE BUILDING	192004 2204-217858		193462	22MAY2	27.17	.00	.00		
	CASH A 2022/05 INV 05/11/2022 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3335014 54180		27.17	1099:
31	00001 ALLERDICE BUILDING	192005 2205-230714		193463	22MAY2	29.05	.00	.00		
	CASH A 2022/05 INV 05/11/2022 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		G3638114 54180		29.05	1099:
31	00001 ALLERDICE BUILDING	192006 2205-230960		193464	22MAY2	41.40	.00	.00		
	CASH A 2022/05 INV 05/11/2022 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3567144 54330 3000		41.40	1099:
31	00001 ALLERDICE BUILDING	192007 2204-217884		193465	22MAY2	43.43	.00	.00		
	CASH A 2022/05 INV 05/11/2022 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3031624 54180		43.43	1099:
31	00001 ALLERDICE BUILDING	192008 2204-216383		193466	22MAY2	75.24	.00	.00		
	CASH A 2022/05 INV 05/11/2022 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3031624 54180		75.24	1099:
31	00001 ALLERDICE BUILDING	192009 2205-230861		193467	22MAY2	87.78	.00	.00		
	CASH A 2022/05 INV 05/11/2022 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3567144 54180 3000		87.78	1099:

05/13/2022 10:30 | CITY OF SARATOGA SPRINGS LIVE
u101 | 22MAY2

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CLERK: u101 BATCH: 3532

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
31	00001 ALLERDICE BUILDING	192010 2204-215254		193468	22MAY2	93.49	.00	.00		
	CASH A 2022/05 INV 05/11/2022 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3031654 54180	93.49	1099:	
31	00001 ALLERDICE BUILDING	192011 2204-215256		193469	22MAY2	109.15	.00	.00		
	CASH A 2022/05 INV 05/11/2022 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3638184 54180	109.15	1099:	
31	00001 ALLERDICE BUILDING	192012 192012		193470	22MAY2	152.65	.00	.00		
	CASH A 2022/05 INV 05/11/2022 SEP-CHK: N ACCT 1200 DEPT 4000 DUE 05/17/2022 DESC:220028 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3143412 52601 A3143414 54610	19.99 132.66	1099: 1099:	
31	00001 ALLERDICE BUILDING	192013 2204-213040		193471	22MAY2	174.36	.00	.00		
	CASH A 2022/05 INV 05/11/2022 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3638564 54320	174.36	1099:	
31	00001 ALLERDICE BUILDING	192014 2205-230995		193472	22MAY2	779.75	.00	.00		
	CASH A 2022/05 INV 05/11/2022 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:271 41 WALWORTH STREET SARATOGA SPRINGS NY 12866				DISC: .00		A3638564 54180	779.75	1099:	
2048	00001 ALLERDICE DOOR,G	192015 2204-226205		193473	22MAY2	24.00	.00	.00		
	CASH A 2022/05 INV 05/11/2022 SEP-CHK: N ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:271 120 EXCELSIOR AVENUE SARATOGA SPRINGS NY 12866				DISC: .00		A3031624 54180	24.00	1099:	
2048	00001 ALLERDICE DOOR,G	192016 2202-235093		193474	22MAY2	430.00	.00	.00		
	CASH A 2022/05 INV 05/11/2022 SEP-CHK: N ACCT 1200 DEPT 5000 DUE 05/17/2022 DESC:271 120 EXCELSIOR AVENUE SARATOGA SPRINGS NY 12866				DISC: .00		A3031934 54775	430.00	1099:	

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
33	00002 TRAK EQUIPMENT R	192017 115084		193475	22MAY2	99.62		.00	.00		
CASH A	2022/05 INV 05/11/2022	SEP-CHK: N	DISC: .00	A3335014	54530				99.62	1099:	
ACCT 1200	DEPT 3000 DUE 05/17/2022	DESC:271									
221 WEST CIRCULAR STREET SARATOGA SPRINGS NY 12866											
7550	00000 AMAZON CAPITAL S	192018 1WTQ-PMW6-XN67		193476	22MAY2	17.65		.00	.00		
CASH A	2022/05 INV 05/11/2022	SEP-CHK: N	DISC: .00	A3143124	54140				17.65	1099:	
ACCT 1200	DEPT 4000 DUE 05/17/2022	DESC:A2XFHY90KS1Y21									
PO BOX 035184 SEATTLE WA 98124											
7550	00000 AMAZON CAPITAL S	192019 1H3T-MCRFPG1N		193477	22MAY2	26.92		.00	.00		
CASH A	2022/05 INV 05/11/2022	SEP-CHK: N	DISC: .00	A3335014	54180				26.92	1099:	
ACCT 1200	DEPT 3000 DUE 05/17/2022	DESC:A272JK82AK683L									
PO BOX 035184 SEATTLE WA 98124											
7550	00000 AMAZON CAPITAL S	192020 1TW4-GRHY-YRHK		193478	22MAY2	51.98		.00	.00		
CASH A	2022/05 INV 05/11/2022	SEP-CHK: N	DISC: .00	A3031494	54110				51.98	1099:	
ACCT 1200	DEPT 3000 DUE 05/17/2022	DESC:A272JK82AK683L									
PO BOX 035184 SEATTLE WA 98124											
7550	00000 AMAZON CAPITAL S	192021 19F6-1PJW-1T6K		193479	22MAY2	82.04		.00	.00		
CASH A	2022/05 INV 05/11/2022	SEP-CHK: N	DISC: .00	A3011434	54110				82.04	1099:	
ACCT 1200	DEPT 1000 DUE 05/17/2022	DESC:A1VOYW9N1NCU0Y									
PO BOX 035184 SEATTLE WA 98124											
7550	00000 AMAZON CAPITAL S	192022 1MRM-D36K-DVVT		193480	22MAY2	107.58		.00	.00		
CASH A	2022/05 INV 05/11/2022	SEP-CHK: N	DISC: .00	F3638354	54180				107.58	1099:	
ACCT 1200	DEPT 3000 DUE 05/17/2022	DESC:A272JK82AK683L									
PO BOX 035184 SEATTLE WA 98124											
7550	00000 AMAZON CAPITAL S	192023 1JMW-DMJP-7LCF		193481	22MAY2	146.29		.00	.00		
CASH A	2022/05 INV 05/11/2022	SEP-CHK: N	DISC: .00	G3638114	54180				146.29	1099:	
ACCT 1200	DEPT 3000 DUE 05/17/2022	DESC:A272JK82AK683L									
PO BOX 035184 SEATTLE WA 98124											

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NEW INVOICES

VENDOR	REMIT NAME		DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7654	00000 CALEB BENTLY		192031 192031		193490	22MAY2	447.73		.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3143124	54160		447.73	1099:	
ACCT 1200	DEPT 4000	DUE 05/17/2022	DESC:CLOTHING REIMB									
26 CRAMER PATH GANSEVOORT NY 12831												
8622	00000 NATHAN BOOTH		192032 192032		193491	22MAY2	654.83		.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3143124	54160		654.83	1099:	
ACCT 1200	DEPT 4000	DUE 05/17/2022	DESC:CLOTHING REIMB									
104 CONDON ROAD STILLWATER NY 12170												
7426	00000 BPI MECHANICAL S		192033 17514	220253	193492	22MAY2	1,276.46		.00	138.82		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3143124	54720		1,276.46	1099:	
ACCT 1200	DEPT 4000	DUE 05/17/2022	DESC:CITSAR									
95 HUDSON RIVER ROAD WATERFORD NY 12188												
764	00001 BSN SPORTS		192034 91694116		193493	22MAY2	126.00		.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3567344	54170		126.00	1099:	
ACCT 1200	DEPT 6000	DUE 05/17/2022	DESC:1015209									
P O BOX 841393 DALLAS TX 75284-1393												
7065	00000 BWE, INC.		192035 192035		193494	22MAY2	39.91		.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3143124	54510		783.20	1099:	
ACCT 1200	DEPT 4000	DUE 05/17/2022	DESC:749925				A3143124	54510		40.00	1099:	
PO BOX 201978 DALLAS TX 75320-1978												
							A3143124	54510		-20.00	1099:	
							A3143314	54713		-763.29	1099:	
8074	00000 CALIBER COLLISIO		192036 RO#4304005282		193495	22MAY2	1,809.10		.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3041934	54775		1,809.10	1099:	
ACCT 1200	DEPT 5000	DUE 05/17/2022	DESC:02/10/2022									
2202 ROUTE 50 SOUTH SARATOGA SPRINGS NY 12866												
143	00000 CAPITAL TRACTOR		192037 PG54423		193496	22MAY2	243.44		.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3567174	54510 3000		243.44	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:76060									
1135 STATE ROUTE 29 GREENWICH NY 12834												

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
5853	00000 CONFIDATA	192048 82992		193509	22MAY2	50.00		.00	.00		
CASH A 2022/05 INV 05/11/2022 SEP-CHK: N DISC: .00 A3021314 54720 50.00 1099: ACCT 1200 DEPT 2000 DUE 05/17/2022 DESC:SARAFINANC N GENESEE & LEE STREET P.O. BOX 353 UTICA NY 13503-0353											
5853	00000 CONFIDATA	192049 82991		193510	22MAY2	50.00		.00	.00		
CASH A 2022/05 INV 05/11/2022 SEP-CHK: N DISC: .00 A3031494 54110 50.00 1099: ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:SARADPW N GENESEE & LEE STREET P.O. BOX 353 UTICA NY 13503-0353											
1155	00001 COUNTY WASTE & R	192050 31313560W910		193511	22MAY2	179.00		.00	.00		
CASH A 2022/05 INV 05/11/2022 SEP-CHK: N DISC: .00 A3143414 54720 179.00 1099: ACCT 1200 DEPT 4000 DUE 05/17/2022 DESC:6910-18297756-001 P O BOX 535233 PITTSBURGH PA 15253-5233											
152	00000 CREIGHTON MANNIN	192051 6	220243	193512	22MAY2	1,600.00		.00	4,300.00		
CASH A 2022/05 INV 05/11/2022 SEP-CHK: N DISC: .00 H3517142 52000 1240 1,600.00 1099:7 ACCT 1200 DEPT 1000 DUE 05/17/2022 DESC:TASK ORDER 2 2 WINNERS CIRCLE ALBANY NY 12205											
8873	00000 CROWN CASTLE FIB	192052 1094917	220081	193513	22MAY2	5,804.06		.00	40,628.42		
CASH A 2022/05 INV 05/11/2022 SEP-CHK: N DISC: .00 A3021694 54740 5,804.06 1099: ACCT 1200 DEPT 2000 DUE 05/17/2022 DESC:B11184 PO BOX 32102 NEW YORK NY 10087-2102											
3203	00001 CRYSTAL ROCK LLC	192053 17818429 042622		193514	22MAY2	299.64		.00	.00		
CASH A 2022/05 INV 05/11/2022 SEP-CHK: Y DISC: .00 E3577164 54792 299.64 1099: ACCT 1200 DEPT 7000 DUE 05/17/2022 DESC:776672317818429 PO BOX 660579 DALLAS TX 75266-0579											
2450	00001 PITTSBURG DELL M	192054 10580610658		193515	22MAY2	786.16		.00	.00		
CASH A 2022/05 INV 05/11/2022 SEP-CHK: N DISC: .00 A3031934 54775 786.16 1099: ACCT 1200 DEPT 5000 DUE 05/17/2022 DESC:16867341 C/O DELL USA BOX 643561 PITTSBURGH PA 15264-3561											

NEW INVOICES

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CLERK: u101 BATCH: 3532

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
376	00001 GAZETTE NEWSPAPE	192062 192062		193523	22MAY2	166.44		.00	.00		
	CASH A	2022/05 INV 05/11/2022	SEP-CHK: N	DISC: .00		A3618684	54720		166.44	1099:	
	ACCT 1200	DEPT 1000 DUE 05/17/2022	DESC:1097215								
	P O BOX 1090	2345 MAXON ROAD SCHENECTADY NY 12301-1090									
376	00001 GAZETTE NEWSPAPE	192063 192063		193524	22MAY2	199.28		.00	.00		
	CASH A	2022/05 INV 05/11/2022	SEP-CHK: N	DISC: .00		A3051414	54490		199.28	1099:	
	ACCT 1200	DEPT 5000 DUE 05/17/2022	DESC:90122								
	P O BOX 1090	2345 MAXON ROAD SCHENECTADY NY 12301-1090									
376	00001 GAZETTE NEWSPAPE	192064 192064		193525	22MAY2	409.84		.00	.00		
	CASH A	2022/05 INV 05/11/2022	SEP-CHK: N	DISC: .00		A3051414	54490		409.84	1099:	
	ACCT 1200	DEPT 5000 DUE 05/17/2022	DESC:90122								
	P O BOX 1090	2345 MAXON ROAD SCHENECTADY NY 12301-1090									
6928	00000 GIBBY'S PROFESSI	192065 2103024		193526	22MAY2	3,024.00		.00	.00		
	CASH A	2022/05 INV 05/11/2022	SEP-CHK: N	DISC: .00		A3143414	54720		3,024.00	1099:7	
	ACCT 1200	DEPT 4000 DUE 05/17/2022	DESC:03/28/2022								
	474 LOCUST GROVE ROAD	GREENFIELD CENTER NY 12833									
6207	00001 GLOBAL MONTELLO	192066 2206735		193527	22MAY2	11,416.00		.00	.00		
	CASH A	2022/05 INV 05/11/2022	SEP-CHK: N	DISC: .00		A3113624	54520		152.23	1099:	
	ACCT 1200	DEPT 3000 DUE 05/17/2022	DESC:2489244			A3143124	54520		11,257.64	1099:	
	P.O. BOX 3372	BOSTON MA 02241				A3335014	54520		6.13	1099:	
6207	00001 GLOBAL MONTELLO	192067 22230287		193528	22MAY2	12,686.80		.00	.00		
	CASH A	2022/05 INV 05/11/2022	SEP-CHK: N	DISC: .00		A3031444	54520		483.93	1099:	
	ACCT 1200	DEPT 3000 DUE 05/17/2022	DESC:2489244			A3143414	54520		2,540.36	1099:	
	P.O. BOX 3372	BOSTON MA 02241				A3335014	54520		4,995.16	1099:	
						A3335124	54520		1,498.01	1099:	
						A3567144	54520	3000	1,381.96	1099:	
						E3577164	54520		218.11	1099:	
						F3638334	54520		246.23	1099:	
						F3638344	54520		480.88	1099:	
						G3638114	54520		277.16	1099:	
						G3638124	54520		565.00	1099:	

NEW INVOICES

VENDOR	REMIT NAME		DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7562	00000 GOLDBERGER AND K		192068 03.31.22	220387	193529	22MAY2	2,939.00		.00	12,710.00		
CASH A	2022/05	INV	05/11/2022	SEP-CHK: N		DISC: .00		A3011424	54720		2,939.00	1099:7
ACCT 1200	DEPT 1000	DUE	05/17/2022	DESC:legal service								
39 NORTH PEARL ST., STE. 201 ALBANY NY 12207												
7562	00000 GOLDBERGER AND K		192069 02.28.22	210087	193530	22MAY2	3,519.00		.00	4,406.50		
CASH A	2022/05	INV	05/11/2022	SEP-CHK: N		DISC: .00		A3011434	54720		3,519.00	1099:7
ACCT 1200	DEPT 1000	DUE	05/17/2022	DESC:RFP 2021-02								
39 NORTH PEARL ST., STE. 201 ALBANY NY 12207												
7562	00000 GOLDBERGER AND K		192070 04.30.22	220387	193531	22MAY2	4,351.00		.00	12,710.00		
CASH A	2022/05	INV	05/11/2022	SEP-CHK: N		DISC: .00		A3011424	54720		4,351.00	1099:7
ACCT 1200	DEPT 1000	DUE	05/17/2022	DESC:legal service								
39 NORTH PEARL ST., STE. 201 ALBANY NY 12207												
189	00001 GRAINGER		192071 9299247438		193533	22MAY2	177.94		.00	.00		
CASH A	2022/05	INV	05/11/2022	SEP-CHK: N		DISC: .00		A3143414	54610		177.94	1099:
ACCT 1200	DEPT 4000	DUE	05/17/2022	DESC:849444310								
DEPT 800013294 PALATINE IL 60038-0001												
189	00002 GRAINGER		192072 9279724992		193534	22MAY2	197.30		.00	.00		
CASH A	2022/05	INV	05/11/2022	SEP-CHK: N		DISC: .00		A3031634	54610		197.30	1099:
ACCT 1200	DEPT 3000	DUE	05/17/2022	DESC:800013294								
DEPT.800013294 PALATINE IL 60038-0001												
189	00001 GRAINGER		192073 9279724984		193535	22MAY2	320.49		.00	.00		
CASH A	2022/05	INV	05/11/2022	SEP-CHK: N		DISC: .00		A3537114	54180		320.49	1099:
ACCT 1200	DEPT 3000	DUE	05/17/2022	DESC:800013294								
DEPT 800013294 PALATINE IL 60038-0001												
191	00000 GRASSLAND EQUIPM		192074 1308847		193536	22MAY2	82.65		.00	.00		
CASH A	2022/05	INV	05/11/2022	SEP-CHK: N		DISC: .00		F3638334	54510		82.65	1099:
ACCT 1200	DEPT 3000	DUE	05/17/2022	DESC:48300								
892-898 TROY SCHENECTADY ROAD LATHAM NY 12110												

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
211	00000 HILL & MARKES IN	192083 2604610-00		193545	22MAY2	442.92		.00	.00		
CASH A	2022/05 INV 05/11/2022	SEP-CHK: N		DISC: .00		A3031654	54140		442.92	1099:	
ACCT 1200	DEPT 3000 DUE 05/17/2022	DESC:7694									
1997 STATE HIGHWAY 5S AMSTERDAM NY 12010											
6640	00000 JENNA HILTZ	192084 192084		193546	22MAY2	250.00		.00	.00		
CASH A	2022/05 INV 05/11/2022	SEP-CHK: N		DISC: .00		A3143384	54980		250.00	1099:	
ACCT 1200	DEPT 4000 DUE 05/17/2022	DESC:CLOTHING REIMB									
4 SCHUYLER WAY NORTH GANSEVOORT NY 12831											
205	00001 HIRAM HOLLOW REG	192085 688873		193547	22MAY2	70.00		.00	.00		
CASH A	2022/05 INV 05/11/2022	SEP-CHK: N		DISC: .00		A3567194	54180	3000	70.00	1099:	
ACCT 1200	DEPT 3000 DUE 05/17/2022	DESC:90-00047 2									
P.O. BOX 1372 WILLISTON VT 05495-1372											
2439	00012 HOME DEPOT/MAINT	192086 7900670		193548	22MAY2	8.34		.00	.00		
CASH A	2022/05 INV 05/11/2022	SEP-CHK: N		DISC: .00		A3031654	54610		8.34	1099:	
ACCT 1200	DEPT 3000 DUE 05/17/2022	DESC:6035322504016258									
DEP. XX-XXXXXX6258 PO BOX 70293 PHILADELPHIA PA 19176-0293											
2439	00012 HOME DEPOT/MAINT	192087 8900611 BAL DUE		193549	22MAY2	41.66		.00	.00		
CASH A	2022/05 INV 05/11/2022	SEP-CHK: N		DISC: .00		A3031654	54610		41.66	1099:	
ACCT 1200	DEPT 3000 DUE 05/17/2022	DESC:6035322504016258									
DEP. XX-XXXXXX6258 PO BOX 70293 PHILADELPHIA PA 19176-0293											
2439	00008 THE HOME DEPOT P	192088 681707667		193550	22MAY2	156.77		.00	.00		
CASH A	2022/05 INV 05/11/2022	SEP-CHK: N		DISC: .00		A3143124	54140		156.77	1099:	
ACCT 1200	DEPT 4000 DUE 05/17/2022	DESC:712642									
PO BOX 404468 ATLANTA GA 30384-4468											
204	00000 HUDSON VALLEY CO	192089 S0363590		193551	22MAY2	2,500.00		.00	.00		
CASH A	2022/05 INV 05/11/2022	SEP-CHK: N		DISC: .00		F3638334	54250		2,500.00	1099:	
ACCT 1200	DEPT 3000 DUE 05/17/2022	DESC:H00464640									
OFFICE OF CONTINUING EDUCATION 80 VANDENBURGH AVENUE TROY NY 12180-6096											

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2333	00002 J J KELLER & ASS	192090 9106950750		193552	22MAY2	368.90	.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3011434	54110	368.90	1099:	
ACCT 1200	DEPT 1000	DUE 05/17/2022	DESC:200219421							
PO BOX 6609	CAROL STREAM IL	60197-6609								
5966	00000 JOE JOHNSON EQUI	192091 P40519	220019	193553	22MAY2	2,410.13	.00	30,279.96		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3335014	54510	2,410.13	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:SARAT001							
62 LAGRANGE AVENUE	ROCHESTER NY	14613								
5966	00000 JOE JOHNSON EQUI	192092 P40473	220019	193554	22MAY2	39.73	.00	30,279.96		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3335014	54510	39.73	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:SARAT001							
62 LAGRANGE AVENUE	ROCHESTER NY	14613								
8049	00000 JONES STEVES	192093 192093		193555	22MAY2	942.50	.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		Q3426424	54711	942.50	1099:7	
ACCT 1200	DEPT 2000	DUE 05/17/2022	DESC:2021 ANNUAL REPORT							
68 WEST AVENUE	PO BOX 4400	SARATOGA SPRINGS NY	12866							
9091	00000 KEEPER SECURITY,	192094 INV80034	220374	193556	22MAY2	17,919.00	.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3021694	54720	17,919.00	1099:	
ACCT 1200	DEPT 2000	DUE 05/17/2022	DESC:04/28/2022							
820 JACKSON BLVD., STE. 400	CHICAGO IL	60607								
4940	00001 LABELLA ASSOCIAT	192095 161334	220270	193557	22MAY2	4,543.00	.00	3,457.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3113624	54725	4,543.00	1099:	
ACCT 1200	DEPT 1000	DUE 05/17/2022	DESC:2221175.01							
300 STATE STREET STE.201	ROCHESTER NY	14614								
8168	00000 MAG AUTOMOTIVE H	192096 421093		193558	22MAY2	613.82	.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3335014	54510	613.82	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:5873550							
SARATOGA FORD	SARATOGA SUBARU	3002 ROUTE 50 BUILDING 2	SARATOGA SPRINGS NY	12866						

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
270	00000 MAHONEY NOTIFY P	192097 0311279-IN	220037 193559	22MAY2		1,065.00	.00	10,830.00		
CASH A	2022/05 INV	05/11/2022	SEP-CHK: N	DISC: .00			G3638124 54331	1,065.00	1099:7	
ACCT 1200	DEPT 3000 DUE	05/17/2022	DESC:0019118							
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								
270	00000 MAHONEY NOTIFY P	192098 0311289-IN	220037 193560	22MAY2		28.50	.00	10,830.00		
CASH A	2022/05 INV	05/11/2022	SEP-CHK: N	DISC: .00			A3031594 54720	28.50	1099:7	
ACCT 1200	DEPT 3000 DUE	05/17/2022	DESC:0019185							
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								
270	00000 MAHONEY NOTIFY P	192099 0311280-IN	220037 193561	22MAY2		38.50	.00	10,830.00		
CASH A	2022/05 INV	05/11/2022	SEP-CHK: N	DISC: .00			A3031634 54720	38.50	1099:7	
ACCT 1200	DEPT 3000 DUE	05/17/2022	DESC:0019119							
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								
270	00000 MAHONEY NOTIFY P	192100 0311282-IN	220037 193562	22MAY2		38.50	.00	10,830.00		
CASH A	2022/05 INV	05/11/2022	SEP-CHK: N	DISC: .00			A3537214 54720	38.50	1099:7	
ACCT 1200	DEPT 3000 DUE	05/17/2022	DESC:0019121							
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								
270	00000 MAHONEY NOTIFY P	192101 0311284-IN	220037 193563	22MAY2		48.50	.00	10,830.00		
CASH A	2022/05 INV	05/11/2022	SEP-CHK: N	DISC: .00			A3031624 54720	48.50	1099:7	
ACCT 1200	DEPT 3000 DUE	05/17/2022	DESC:0019123							
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								
270	00000 MAHONEY NOTIFY P	192102 0311278-IN	220037 193564	22MAY2		68.50	.00	10,830.00		
CASH A	2022/05 INV	05/11/2022	SEP-CHK: N	DISC: .00			A3567194 54720 3000	68.50	1099:7	
ACCT 1200	DEPT 3000 DUE	05/17/2022	DESC:0019117							
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								
270	00000 MAHONEY NOTIFY P	192103 0311286-IN	220037 193565	22MAY2		77.00	.00	10,830.00		
CASH A	2022/05 INV	05/11/2022	SEP-CHK: N	DISC: .00			A3567174 54720 3000	77.00	1099:7	
ACCT 1200	DEPT 3000 DUE	05/17/2022	DESC:0019138							
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
290	00001 JOSEPH P MANGION	192110 2-145713		193572	22MAY2	300.16		.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3567144	54610	3000	300.16	1099:
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC: COS101								
250 WASHINGTON ST. STE. C SARATOGA SPRINGS NY 12866											
6325	00000 RYAN MCMAHON	192111 192111		193573	22MAY2	599.80		.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: Y	DISC: .00			E3577164	54201		599.80	1099:
ACCT 1200	DEPT 7000	DUE 05/17/2022	DESC: CAR RENTAL REIMB								
119 CITATION WAY BALLSTON SPA NY 12020											
9124	00000 PAUL AND KELLY M	192112 192112		193574	22MAY2	257.75		.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3031934	54775		257.75	1099:
ACCT 1200	DEPT 5000	DUE 05/17/2022	DESC: CLAIM								
61 HEARTHSTONE DRIVE WILTON NY 12831											
7706	00000 MERCURY SCREEN P	192117 14691	220329	193579	22MAY2	3,960.00		.00	2,430.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3567344	54170		3,960.00	1099:
ACCT 1200	DEPT 6000	DUE 05/17/2022	DESC: CLINIC SHIRTS								
12 VATRANO RD. ALBANY NY 12205											
7706	00000 MERCURY SCREEN P	192118 14743		193580	22MAY2	180.00		.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3567344	54170		180.00	1099:
ACCT 1200	DEPT 6000	DUE 05/17/2022	DESC: 41889								
12 VATRANO RD. ALBANY NY 12205											
4407	00001 MUNICIPAL EMERGE	192119 1707216	220353	193581	22MAY2	12,733.06		.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3143412	52601		12,733.06	1099:
ACCT 1200	DEPT 4000	DUE 05/17/2022	DESC: C35875								
DEPOSITORY ACCOUNT 75 REMITTANCE DR STE.3135 CHICAGO IL 60675											
4407	00001 MUNICIPAL EMERGE	192120 1705013		193582	22MAY2	788.88		.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3143412	52601		788.88	1099:
ACCT 1200	DEPT 4000	DUE 05/17/2022	DESC: C35875								
DEPOSITORY ACCOUNT 75 REMITTANCE DR STE.3135 CHICAGO IL 60675											

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NEW INVOICES

VENDOR	REMIT NAME		DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
4204	00000 MILLER, MANNIX ,	192121627		220009	193583	22MAY2	1,903.00	.00	34,904.00		
CASH A	2022/05 INV	05/11/2022	SEP-CHK: N	DISC:	.00	A3618684	54720	8020	1,903.00	1099:7	
ACCT 1200	DEPT 1000 DUE	05/17/2022	DESC:RFP 2021-23	HAFNER, LLC	15 WEST NOTRE DAME ST GLENS FALLS NY 12801						
4204	00000 MILLER, MANNIX ,	192122156		220009	193584	22MAY2	2,552.00	.00	34,904.00		
CASH A	2022/05 INV	05/11/2022	SEP-CHK: N	DISC:	.00	A3618684	54720	8020	2,552.00	1099:7	
ACCT 1200	DEPT 1000 DUE	05/17/2022	DESC:RFP 2021-23	HAFNER, LLC	15 WEST NOTRE DAME ST GLENS FALLS NY 12801						
4204	00000 MILLER, MANNIX ,	192123129		220009	193585	22MAY2	946.00	.00	34,904.00		
CASH A	2022/05 INV	05/11/2022	SEP-CHK: N	DISC:	.00	A3618684	54720	8020	946.00	1099:7	
ACCT 1200	DEPT 1000 DUE	05/17/2022	DESC:RFP 2021-23	HAFNER, LLC	15 WEST NOTRE DAME ST GLENS FALLS NY 12801						
386	00001 SOUTHWORTH-MILTO	192124SCINV631767			193586	22MAY2	809.18	.00	.00		
CASH A	2022/05 INV	05/11/2022	SEP-CHK: N	DISC:	.00	F3638334	54330		809.18	1099:	
ACCT 1200	P O BOX 3851 DEPT 3000 BOSTON MA 02241-3851	DUE 05/17/2022	DESC:6017550								
6615	00000 MORR-IS-STORED	192125173764			193587	22MAY2	135.00	.00	.00		
CASH A	2022/05 INV	05/11/2022	SEP-CHK: N	DISC:	.00	A3143124	54720		135.00	1099:	
ACCT 1200	DEPT 4000 DUE	05/17/2022	DESC:MAY 2022	210 OLD GICK ROAD SARATOGA SPRINGS NY 12866							
7013	00001 MOTOROLA SOLUTIO	19212616179849		220043	193588	22MAY2	1,224.00	.00	.00		
CASH A	2022/05 INV	05/11/2022	SEP-CHK: N	DISC:	.00	A3143122	52620		1,224.00	1099:	
ACCT 1200	DEPT 4000 DUE	05/17/2022	DESC:1036798760-001	13108 COLLECTIONS DRIVE CHICAGO IL 60693							
7013	00001 MOTOROLA SOLUTIO	19212716172998		210256	193589	22MAY2	1,224.00	.00	.00		
CASH A	2022/05 INV	05/11/2022	SEP-CHK: Y	DISC:	.00	A3143122	52620		1,224.00	1099:	
ACCT 1200	DEPT 4000 DUE	05/17/2022	DESC:1036798760-0001	13108 COLLECTIONS DRIVE CHICAGO IL 60693							

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
4904	00001 CLASS C SOLUTION	192128 5352964001		193590	22MAY2	487.59	.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3335014	54510	487.59	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:287902	0001						
BOX 78845	MILWAUKEE WI	53278-8845								
5237	00001 NAPA AUTO PARTS	192130 788150	220030	193592	22MAY2	55.97	.00	10,702.53		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3335014	54510	55.97	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:4305							
P.O. BOX 3371	SARATOGA SPRINGS NY	12866								
5237	00001 NAPA AUTO PARTS	192131 787055	220030	193593	22MAY2	110.02	.00	10,702.53		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3567174	54510 3000	110.02	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:788221							
P.O. BOX 3371	SARATOGA SPRINGS NY	12866								
5237	00001 NAPA AUTO PARTS	192132 787097	220030	193594	22MAY2	124.65	.00	10,702.53		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3335014	54510	124.65	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:4305							
P.O. BOX 3371	SARATOGA SPRINGS NY	12866								
5237	00001 NAPA AUTO PARTS	192133 785670	220030	193595	22MAY2	132.95	.00	10,702.53		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3031654	54210	132.95	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:4305							
P.O. BOX 3371	SARATOGA SPRINGS NY	12866								
5237	00001 NAPA AUTO PARTS	192134 784119	220030	193596	22MAY2	470.66	.00	10,702.53		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3031654	54210	470.66	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:4305							
P.O. BOX 3371	SARATOGA SPRINGS NY	12866								
6512	00000 NATIONAL BUSINES	192135 IN479779		193597	22MAY2	32.48	.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3113624	54110	12.88	1099:	
ACCT 1200	DEPT 1000	DUE 05/17/2022	DESC:CS05			A3618684	54740	19.60	1099:	
15 CORPORATE	CIRCLE ALBANY NY	12203								

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	192145 227440	220078	193607	22MAY2	74.75		.00	27,785.81		
CASH A 2022/05 INV 05/11/2022 SEP-CHK: N DISC: .00 F3638354 54100 74.75 1099:												
ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:19018												
269 BALLARD ROAD WILTON NY 12831												
8845	00000	QUADIENT LEASING	192146 N9387968		193608	22MAY2	168.55		.00	.00		
CASH A 2022/05 INV 05/11/2022 SEP-CHK: N DISC: .00 A3021314 54740 168.55 1099:												
ACCT 1200 DEPT 2000 DUE 05/17/2022 DESC:00402766												
DEPT 3682 PO BOX 123682 DALLAS TX 75312-3682												
3171	00000	JILL RAMOS	192147 192147		193609	22MAY2	40.00		.00	.00		
CASH A 2022/05 INV 05/11/2022 SEP-CHK: N DISC: .00 A3567174 54170 6016 40.00 1099:												
ACCT 1200 DEPT 6000 DUE 05/17/2022 DESC:REIMBURSEMENT												
180 LAKE AVENUE SARATOGA SPRINGS NY 12866												
223	00002	RICOH USA, INC	192148 5064512267		193610	22MAY2	446.15		.00	.00		
CASH A 2022/05 INV 05/11/2022 SEP-CHK: N DISC: .00 A3051414 54740 446.15 1099:												
ACCT 1200 DEPT 5000 DUE 05/17/2022 DESC:4659857												
P O BOX 41564 PHILADELPHIA PA 19101-1564												
1559	00001	ROOD & RIDDLE EQ	192149 04/01/22		193612	22MAY2	408.29		.00	.00		
CASH A 2022/05 INV 05/11/2022 SEP-CHK: N DISC: .00 A3143124 54979 408.29 1099:												
ACCT 1200 DEPT 4000 DUE 05/17/2022 DESC:NY_2716												
63 HENNING ROAD SARATOGA SPRINGS NY 12866												
1857	00000	SAFETY WEARHOUSE	192150 417881	220151	193613	22MAY2	139.99		.00	.00		
CASH A 2022/05 INV 05/11/2022 SEP-CHK: N DISC: .00 A3537114 54160 139.99 1099:												
ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:1036												
1438 ROUTE 9 FORT EDWARD NY 12828												
1857	00000	SAFETY WEARHOUSE	192151 417590	220198	193614	22MAY2	164.96		.00	.00		
CASH A 2022/05 INV 05/11/2022 SEP-CHK: N DISC: .00 F3638354 54160 164.96 1099:												
ACCT 1200 DEPT 3000 DUE 05/17/2022 DESC:PANTS/SPIEZIO												
1438 ROUTE 9 FORT EDWARD NY 12828												

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
3256	00000 UNIFIRST CORPORA	192210 1110153184	220022	193673	22MAY2	45.06	.00	4,778.52		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3537114	54610	45.06	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:1270249							
PO BOX 650481	DALLAS TX 75265-0481									
3256	00000 UNIFIRST CORPORA	192211 1110162372	220022	193674	22MAY2	56.78	.00	4,778.52		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3031654	54160	32.86	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:1269238			A3031654	54610	23.92	1099:	
PO BOX 650481	DALLAS TX 75265-0481									
6274	00000 VANDER MOLEN	192212 3329	220381	193675	22MAY2	2,461.01	.00	1,538.99		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3143414	54510	2,461.01	1099:	
ACCT 1200	DEPT 4000	DUE 05/17/2022	DESC:04/29/2022							
224 WELLINGTON ROAD	DEWITT NY 13214									
1927	00001 VERIZON	192213 192213		193676	22MAY2	510.95	.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3021694	54670	510.95	1099:	
ACCT 1200	DEPT 2000	DUE 05/17/2022	DESC:651750664000132							
P O BOX 15124	ALBANY NY 12212-5124									
1831	00001 VERIZON WIRELESS	192214 9904928930		193677	22MAY2	93.66	.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3011474	54671	93.66	1099:	
ACCT 1200	DEPT 1000	DUE 05/17/2022	DESC:842037333-00002							
P O BOX 408	NEWARK NJ 07101-0408									
5493	00001 V I ENTERPRISES	192215 000317228		193678	22MAY2	103.56	.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00		A3031654	54210	103.56	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:1840							
819 RT 67	BALLSTON SPA NY 12020									
7528	00000 VISA	192216 192216		193679	22MAY2	242.23	.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: Y	DISC: .00		E3577164	54140	14.94	1099:	
ACCT 1200	DEPT 7000	DUE 05/17/2022	DESC:4121265990223856			E3577164	54510	29.99	1099:	
PO BOX 30131	TAMPA FL 30131					E3577164	54510	29.49	1099:	
						E3577164	54110	167.81	1099:	

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NEW INVOICES

[illegible]

NEW INVOICES

[illegible]

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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	192233 2438047		193696	22MAY2	135.90	.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3537224 54180	135.90	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:13696							
35 INDUSTRIAL PARK ROAD	P O BOX 6309	ALBANY NY 12206-0309								
1973	00000 WOLBERG ELECTRIC	192234 2440677		193697	22MAY2	156.45	.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			F3638334 54610	156.45	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:13696							
35 INDUSTRIAL PARK ROAD	P O BOX 6309	ALBANY NY 12206-0309								
1973	00000 WOLBERG ELECTRIC	192235 2440891		193698	22MAY2	177.12	.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			F3638334 54180	177.12	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:13696							
35 INDUSTRIAL PARK ROAD	P O BOX 6309	ALBANY NY 12206-0309								
5495	00001 ITT FLYT CORP	192236 3556C19978	220086	193699	22MAY2	3,444.80	.00	7,728.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			G3638124 54331	3,444.80	1099:	
ACCT 1200	DEPT 3000	DUE 05/17/2022	DESC:207820							
26717 NETWORK PLACE	CHICAGO IL 60673-1267									
8432	00000 SWAGIT PRODUCTIO	192201 20390		4156454	22MAY2	700.00	.00	.00		
CASH A	2022/05	INV 05/11/2022	SEP-CHK: N	DISC: .00			A3021694 54720	700.00	1099:	
ACCT 1200	DEPT 2000	DUE 05/17/2022	DESC:2K1360405SS							
PO BOX 251002	PLANO TX 75025-1002									
240 APPROVED UNPAID INVOICES				TOTAL		383,822.16				
240 INVOICE(S)				REPORT POST TOTAL		383,822.16				

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2022 05	A043	A -04-3-0000-0-42090 -	CAROUSEL SALES	1,500.00	REV .00
	A043	A -04-3-0000-0-42652 -	COMPOST MATERIA	210.00	REV .00
	A3011424	A -30-1-1420-4-54720 -	SERVICE CONTRAC	7,290.00	.00
	A3011434	A -30-1-1430-4-54110 -	OFFICE SUPPLIES	883.96	951.04
	A3011434	A -30-1-1430-4-54440 -	BOOKS PUBLICATI	229.00	571.00
	A3011434	A -30-1-1430-4-54720 -	SERVICE CONTRAC	3,519.00	35,000.00
	A3011474	A -30-1-1431-4-54110 -	OFFICE SUPPLIES	310.21	1,169.84
	A3011474	A -30-1-1431-4-54671 -	PHONES & FAX	93.66	1,648.97
	A3011474	A -30-1-1431-4-54774 -	LIFE INSURANCE	4.00	35.44
	A3021314	A -30-2-1310-4-54110 -	OFFICE SUPPLIES	188.94	8,006.09
	A3021314	A -30-2-1310-4-54720 -	SERVICE CONTRAC	50.00	9,950.00
	A3021314	A -30-2-1310-4-54740 -	SERVICE CONTRAC	168.55	2,988.70
	A3021692	A -30-2-1681-2-52230 -	HARDWARE	408.79	58,221.32
	A3021694	A -30-2-1681-4-54220 -	TRAVEL	32.29	6.63
	A3021694	A -30-2-1681-4-54670 -	PHONES	510.95	7,644.52
	A3021694	A -30-2-1681-4-54720 -	SERVICE CONTRAC	18,619.00	59,185.91
	A3021694	A -30-2-1681-4-54740 -	SERVICE CONTRAC	5,804.06	44,670.56
	A3031444	A -30-3-1440-4-54520 -	GAS & OIL	483.93	2,701.06
	A3031494	A -30-3-1490-4-54110 -	OFFICE SUPPLIES	313.44	2,465.97
	A3031594	A -30-3-1590-4-54610 -	REPAIRS & MAINT	1,637.35	-1,543.13
	A3031594	A -30-3-1590-4-54720 -	SERVICE CONTRAC	28.50	3,958.00
	A3031624	A -30-3-1620-4-54140 -	JANITORIAL SUPP	549.96	5,173.21
	A3031624	A -30-3-1620-4-54180 -	OTHER SUPPLIES	142.67	1,279.29
	A3031624	A -30-3-1620-4-54610 -	REPAIRS & MAINT	3,401.88	-2,897.90
	A3031624	A -30-3-1620-4-54720 -	SERVICE CONTRAC	48.50	3,951.00
	A3031634	A -30-3-1621-4-54610 -	VC REPAIRS & MA	197.30	10,658.60
	A3031634	A -30-3-1621-4-54720 -	VCSERVICE CONTR	38.50	538.00
	A3031654	A -30-3-1623-4-54140 -	JANITORIAL SUPP	442.92	5,782.52
	A3031654	A -30-3-1623-4-54160 -	UNIFORMS	217.82	1,552.13
	A3031654	A -30-3-1623-4-54180 -	OTHER SUPPLIES	2,709.79	8,787.51
	A3031654	A -30-3-1623-4-54210 -	GARAGE SUPPLIES	1,046.96	24.97
	A3031654	A -30-3-1623-4-54330 -	REPAIRS & MAINT	370.41	4,281.04
	A3031654	A -30-3-1623-4-54610 -	REPAIRS & MAINT	73.92	11,727.94
	A3031934	A -30-3-1930-4-54775 -	SELF INSURANCE	1,473.91	23,441.10
	A3041934	A -30-4-1930-4-54775 -	SELF INSURANCE	1,809.10	19,360.07
	A3051414	A -30-5-1410-4-54110 -	OFFICE SUPPLIES	287.30	11,680.22
	A3051414	A -30-5-1410-4-54490 -	GENERAL ADVERTI	961.04	6,605.42
	A3051414	A -30-5-1410-4-54720 -	SERVICE CONTRAC	379.75	.00
	A3051414	A -30-5-1410-4-54740 -	SERVICE CONTRAC	446.15	5,973.83
	A3113624	A -31-1-3620-4-54110 -	OFFICE SUPPLIES	12.88	3,276.68
	A3113624	A -31-1-3620-4-54510 -	REPAIRS & MAINT	208.60	-44.88
	A3113624	A -31-1-3620-4-54520 -	GAS & OIL	152.23	928.56
	A3113624	A -31-1-3620-4-54725 -	SERVICE CONTRAC	4,543.00	19,496.50
	A3113624	A -31-1-3620-4-54740 -	SERVICE CONTRAC	239.63	1,167.60
	A3143014	A -31-4-3010-4-54110 -	OFFICE SUPPLIES	29.21	2,144.32
	A3143022	A -31-4-3020-2-52230 -	HARDWARE	4,014.77	7,167.79
	A3143122	A -31-4-3120-2-52620 -	POLICE EQUIPMEN	2,448.00	58,664.86
	A3143124	A -31-4-3120-4-54110 -	OFFICE SUPPLIES	588.60	8,847.79
	A3143124	A -31-4-3120-4-54140 -	JANITORIAL SUPP	174.42	3,997.55
	A3143124	A -31-4-3120-4-54160 -	UNIFORMS	1,410.93	50,628.93
	A3143124	A -31-4-3120-4-54180 -	OTHER SUPPLIES	318.28	10,363.50

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
	A3143124	A -31-4-3120-4-54510 -	REPAIRS & MAINT	4,333.80	46,350.99
	A3143124	A -31-4-3120-4-54520 -	GAS & OIL	11,257.64	59,916.90
	A3143124	A -31-4-3120-4-54720 -	SERVICE CONTRAC	1,560.03	3,878.39
	A3143124	A -31-4-3120-4-54970 -	K-9 CARE	8,500.00	5,058.66
	A3143124	A -31-4-3120-4-54979 -	HORSE CARE	408.29	16,619.84
	A3143314	A -31-4-3310-4-54713 -	PAVEMENT MARKIN	-763.29	18,040.76
	A3143314	A -31-4-3310-4-54961 -	SIGNS & POSTS	1,362.01	17,124.54
	A3143384	A -31-4-3380-4-54980 -	PROGRAM EXPENSE	250.00	668.56
	A3143412	A -31-4-3410-2-52601 -	FIRE EQUIPMENT	13,541.93	42,555.89
	A3143414	A -31-4-3410-4-54150 -	EMS SUPPLIES	201.92	20,512.36
	A3143414	A -31-4-3410-4-54220 -	TRAVEL	7.88	17,128.16
	A3143414	A -31-4-3410-4-54510 -	REPAIRS & MAINT	3,457.12	53,086.81
	A3143414	A -31-4-3410-4-54520 -	GAS & OIL	5,548.56	12,417.02
	A3143414	A -31-4-3410-4-54610 -	REPAIRS & MAINT	310.60	15,444.48
	A3143414	A -31-4-3410-4-54720 -	SERVICE CONTRAC	3,203.00	50,579.51
	A3335014	A -33-3-5010-4-54100 -	RUBBLE BLACKTOP	3,557.22	1.15
	A3335014	A -33-3-5010-4-54180 -	OTHER SUPPLIES	752.39	42,173.53
	A3335014	A -33-3-5010-4-54510 -	REPAIRS & MAINT	7,442.62	90,802.68
	A3335014	A -33-3-5010-4-54520 -	GAS & OIL	7,216.19	40,887.42
	A3335014	A -33-3-5010-4-54530 -	EQUIPMENT & VEH	99.62	3,819.41
	A3335124	A -33-3-5111-4-54510 -	REPAIRS & MAINT	30.00	4,163.50
	A3335124	A -33-3-5111-4-54520 -	GAS & OIL	3,880.89	13,819.78
	A3335184	A -33-3-5182-4-54750 -	STREET LIGHTING	19,220.58	383,756.95
	A3335654	A -33-3-5650-4-54180 -	OTHER SUPPLIES	11.86	9,103.13
	A3517024	A -35-1-7020-4-54740 -	SERVICE CONTRAC	29.95	880.20
	A3537114	A -35-3-7110-4-54140 -	JANITORIAL SUPP	251.30	6,072.07
	A3537114	A -35-3-7110-4-54160 -	UNIFORMS	139.99	5,742.13
	A3537114	A -35-3-7110-4-54180 -	OTHER SUPPLIES	474.77	9,909.20
	A3537114	A -35-3-7110-4-54610 -	REPAIRS & MAINT	3,912.04	29,155.04
	A3537114	A -35-3-7110-4-54720 -	SERVICE CONTRAC	105.50	22,779.46
	A3537214	A -35-3-7200-4-54720 -	SERVICE CONTRAC	38.50	6,538.00
	A3537224	A -35-3-7113-4-54180 -	OTHER SUPPLIES	135.90	353.90
	A3567142	A -35-6-7140-2-52510 -	RECREATION EQUI	4,861.00	139.00
	A3567144	A -35-6-7140-4-54160 -3000	UNIFORMS	169.95	155.09
	A3567144	A -35-6-7140-4-54180 -3000	OTHER SUPPLIES	3,680.85	-15.96
	A3567144	A -35-6-7140-4-54330 -3000	REPAIRS & MAINT	456.61	1,030.60
	A3567144	A -35-6-7140-4-54520 -3000	GAS & OIL	1,679.16	520.01
	A3567144	A -35-6-7140-4-54610 -3000	REPAIRS & MAINT	300.16	7,737.51
	A3567144	A -35-6-7140-4-54740 -	SERVICE CONTRAC	382.89	4,486.13
	A3567154	A -35-6-7150-4-54600 -	ADVERTISING	450.00	1,280.00
	A3567174	A -35-6-7171-4-54170 -6016	SPORTS SUPPLIES	40.00	1,245.00
	A3567174	A -35-6-7171-4-54180 -3000	OTHER SUPPLIES	982.00	592.00
	A3567174	A -35-6-7171-4-54510 -3000	REPAIRS & MAINT	353.46	-164.00
	A3567174	A -35-6-7171-4-54720 -3000	SERVICE CONTRAC	77.00	11,298.00
	A3567194	A -35-6-7181-4-54180 -3000	OTHER SUPPLIES	199.95	5,656.82
	A3567194	A -35-6-7181-4-54510 -3000	REPAIRS & MAINT	92.40	-92.40
	A3567194	A -35-6-7181-4-54720 -	SERVICE CONTRAC	261.96	4,144.04
	A3567194	A -35-6-7181-4-54720 -3000	SERVICE CONTRAC	194.50	8,062.00
	A3567344	A -35-6-7340-4-54170 -	SPORTS SUPPLIES	4,266.00	2,315.49
	A3618684	A -36-1-8687-4-54110 -	OFFICE SUPPLIES	65.00	2,672.59
	A3618684	A -36-1-8687-4-54720 -	SERVICE CONTRAC	166.44	1,787.16

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
		A3618684 A	-36-1-8687-4-54720 -8020	SERVICE CONTRAC	5,401.00 .00
		A3618684 A	-36-1-8687-4-54740 -	SERVICE CONTRAC	19.60 2,298.36
		A3638144 A	-36-3-8140-4-54180 -	OTHER SUPPLIES	195.62 9,193.67
		A3638184 A	-36-3-8180-4-54180 -	OTHER SUPPLIES	257.15 15.09
		A3638194 A	-36-3-8185-4-54520 -	GAS & OIL	1,559.75 6,186.47
		A3638562 A	-36-3-8560-2-52700 -	TREES	3,465.00 3,735.00
		A3638564 A	-36-3-8560-4-54180 -	OTHER SUPPLIES	880.08 3,969.26
		A3638564 A	-36-3-8560-4-54320 -	TOOLS	174.36 4,825.64
		A3638564 A	-36-3-8560-4-54520 -	GAS & OIL	618.95 4,000.03
		A3719044 A	-37-1-9045-4-54774 -	LIFE INSURANCE	72.00 899.92
		A3729044 A	-37-2-9045-4-54774 -	LIFE INSURANCE	52.00 635.04
		A3739044 A	-37-3-9045-4-54774 -	LIFE INSURANCE	314.26 3,405.95
		A3749044 A	-37-4-9045-4-54774 -	LIFE INSURANCE	340.40 4,535.51
		A3759044 A	-37-5-9045-4-54774 -	LIFE INSURANCE	36.00 374.40
		A3769044 A	-37-6-9045-4-54774 -	LIFE INSURANCE	24.00 220.64
		A3769044 A	-37-6-9045-4-54774 -3000	LIFE INSURANCE	36.00 350.96
		E3475654 E	-34-7-5650-4-54672 -	CREDIT CARD FEE	449.04 14,193.11
		E3475654 E	-34-7-5650-4-54720 -	SERVICE CONTRAC	8,400.00 27,097.50
		E3577164 E	-35-7-7160-4-54110 -	OFFICE SUPPLIES	167.81 1,181.80
		E3577164 E	-35-7-7160-4-54140 -	JANITORIAL SUPP	97.44 16,289.04
		E3577164 E	-35-7-7160-4-54201 -	BUSINESS EXPENS	599.80 29,042.77
		E3577164 E	-35-7-7160-4-54510 -	REPAIRS & MAINT	59.48 3,730.57
		E3577164 E	-35-7-7160-4-54520 -	GAS & OIL	218.11 150.19
		E3577164 E	-35-7-7160-4-54610 -	REPAIRS & MAINT	5,282.61 146,779.05
		E3577164 E	-35-7-7160-4-54720 -	SERVICE CONTRAC	4,864.27 42,334.36
		E3577164 E	-35-7-7160-4-54792 -	MISCELLANEOUS	299.64 5,587.87
		F3638334 F	-36-3-8330-4-54141 -	CHEMICALS	11,936.41 442.50
		F3638334 F	-36-3-8330-4-54180 -	OTHER SUPPLIES	2,151.99 4,177.26
		F3638334 F	-36-3-8330-4-54250 -	CONFERENCE REGI	2,500.00 1,180.00
		F3638334 F	-36-3-8330-4-54330 -	REPAIRS & MAINT	809.18 43,693.13
		F3638334 F	-36-3-8330-4-54510 -	REPAIRS & MAINT	82.65 967.35
		F3638334 F	-36-3-8330-4-54520 -	GAS & OIL	246.23 2,828.13
		F3638334 F	-36-3-8330-4-54610 -	REPAIRS & MAINT	316.50 8,365.76
		F3638334 F	-36-3-8330-4-54708 -	LAB TESTING	794.00 1,000.00
		F3638344 F	-36-3-8340-4-54520 -	GAS & OIL	480.88 5,356.41
		F3638354 F	-36-3-8341-4-54100 -	RUBBLE BLACKTOP	74.75 .00
		F3638354 F	-36-3-8341-4-54160 -	UNIFORMS	1,119.86 115.23
		F3638354 F	-36-3-8341-4-54180 -	OTHER SUPPLIES	6,617.58 52,652.95
		F3638354 F	-36-3-8341-4-54510 -	REPAIRS & MAINT	573.14 5,774.68
		F3638354 F	-36-3-8341-4-54520 -	GAS & OIL	479.31 13,861.08
		F3739044 F	-37-3-9045-4-54774 -	LIFE INSURANCE	74.66 636.81
		G3638114 G	-36-3-8110-4-54160 -	UNIFORMS	400.00 800.00
		G3638114 G	-36-3-8110-4-54180 -	OTHER SUPPLIES	175.34 6,626.89
		G3638114 G	-36-3-8110-4-54520 -	GAS & OIL	795.70 131.34
		G3638124 G	-36-3-8120-4-54180 -	OTHER SUPPLIES	46.86 4,018.48
		G3638124 G	-36-3-8120-4-54331 -	REPAIRS & MAINT	4,509.80 7,307.20
		G3638124 G	-36-3-8120-4-54520 -	GAS & OIL	861.35 4,243.19
		G3739044 G	-37-3-9045-4-54774 -	LIFE INSURANCE	52.68 454.20
		H3517142 H	-35-1-7140-2-52000 -1240	COMPLETE STREET	1,600.00 212,276.69
		H3638332 H	-36-3-8330-2-52000 -1167	CAPITAL PROJECT	115,664.19 1,710,215.98
		Q3426424 Q	-34-2-6420-4-54711 -	ADMINISTRATION	942.50 557.50

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
		Y3618664 Y -36-1-8668-4-54488 -504	AIM SERVICES NO	6,400.00	-6,400.00
		Y3618684 Y -36-1-8686-4-54110 -505	OFFICE SUPPLIES	20.08	-20.08
		Y3618684 Y -36-1-8686-4-54720 -496	SERVICE CONTRAC	29.95	-29.95
REPORT TOTALS				383,822.16	

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YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT							LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3						
2022 5 148										
API E3475654-54720							SERVICE CONTRACTS - PROF SERV		4,200.00	
05/17/2022 W 22MAY2		008027	220004	191981			05/07/2022			
POL E3475654-54720							SERVICE CONTRACTS - PROF SERV 4			4,200.00
05/17/2022 LIQ/INV		008027	220004	191981			05/07/2022			
API E3475654-54720							SERVICE CONTRACTS - PROF SERV		4,200.00	
05/17/2022 W 22MAY2		008027	220004	191982			04/30/2022			
POL E3475654-54720							SERVICE CONTRACTS - PROF SERV 4			4,200.00
05/17/2022 LIQ/INV		008027	220004	191982			04/30/2022			
API E3577164-54720							SERVICE CONTRACTS - PROF SERV		350.00	
05/17/2022 W 22MAY2		008027	220004	191983			05/07/2022			
POL E3577164-54720							SERVICE CONTRACTS - PROF SERV 4			350.00
05/17/2022 LIQ/INV		008027	220004	191983			05/07/2022			
API E3577164-54720							SERVICE CONTRACTS - PROF SERV		950.00	
05/17/2022 W 22MAY2		008027	220004	191984			04/30/2022			
POL E3577164-54720							SERVICE CONTRACTS - PROF SERV 4			950.00
05/17/2022 LIQ/INV		008027	220004	191984			04/30/2022			
API A3567194-54720-3000							SERVICE CONTRACTS - PROF SERV		63.00	
05/17/2022 W 22MAY2		007969	220010	191985			119331			
POL A3567194-54720-3000							SERVICE CONTRACTS - PROF SERV 4			63.00
05/17/2022 LIQ/INV		007969	220010	191985			119331			
API A3567194-54720-3000							SERVICE CONTRACTS - PROF SERV		63.00	
05/17/2022 W 22MAY2		007969	220010	191986			119331			
POL A3567194-54720-3000							SERVICE CONTRACTS - PROF SERV 4			63.00
05/17/2022 LIQ/INV		007969	220010	191986			119331			
API E3577164-54610							REPAIRS & MAINTENANCE BUILDING		450.00	
05/17/2022 W 22MAY2		002457		191987			04/25/2022			
API A3335014-54510							REPAIRS & MAINTENANCE VEHICLE		520.04	
05/17/2022 W 22MAY2		002785	220076	191988			S1100			
API F3638354-54510							REPAIRS & MAINTENANCE VEHICLE		573.14	
05/17/2022 W 22MAY2		002785	220076	191988			S1100			
POL A3335014-54510							REPAIRS & MAINTENANCE VEHICLE 4			520.04
05/17/2022 LIQ/INV		002785	220076	191988			S1100			
POL F3638354-54510							REPAIRS & MAINTENANCE VEHICLE 4			573.14
05/17/2022 LIQ/INV		002785	220076	191988			S1100			
API A3335124-54510							REPAIRS & MAINTENANCE VEHICLE		30.00	
05/17/2022 W 22MAY2		002785		191989			S1100			
API A3335014-54510							REPAIRS & MAINTENANCE VEHICLE		1,192.50	
05/17/2022 W 22MAY2		002785		191989			S1100			
API A3143022-52230							HARDWARE		2,482.88	
05/17/2022 W 22MAY2		007276	220307	191990			03/21/2022			
POL A3143022-52230							HARDWARE	4		2,482.88
05/17/2022 LIQ/INV		007276	220307	191990			03/21/2022	2022		
API A3143022-52230							HARDWARE		926.00	
05/17/2022 W 22MAY2		007276	220052	191991			02/14/2022			
POL A3143022-52230							HARDWARE	4		926.00
05/17/2022 LIQ/INV		007276	220052	191991			02/14/2022	2022		
API A3618684-54110							OFFICE SUPPLIES		65.00	

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YEAR PER SRC ACCOUNT	JNL JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API A3567144-54180-3000	05/17/2022 W 22MAY2	000070		191992	04/28/2022			
API Y3618664-54488-504	05/17/2022 W 22MAY2	000063		191994	OTHER SUPPLIES		2,495.00	
API G3638124-54520	05/17/2022 W 22MAY2	008909		191995	SARDPW			
API A3031654-54210	05/17/2022 W 22MAY2	005400		191996	AIM SERVICES NON PUBLIC SERVIC	Y	6,400.00	
API E3577164-54720	05/17/2022 W 22MAY2	005400		191997	2021 CDBG			
API A3638184-54180	05/17/2022 W 22MAY2	006030		191998	GAS & OIL		80.07	
API A3567144-54180-3000	05/17/2022 W 22MAY2	000031		191999	4218081			
API A3335654-54180	05/17/2022 W 22MAY2	000031		192000	GARAGE SUPPLIES		296.19	
API A3567144-54180-3000	05/17/2022 W 22MAY2	000031		192001	4218081			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192002	SERVICE CONTRACTS - PROF SERV		571.55	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192003	03/01/2022			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192004	OTHER SUPPLIES		4.00	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192005	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192006	OTHER SUPPLIES		9.69	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192007	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192008	OTHER SUPPLIES		11.86	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192009	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192010	OTHER SUPPLIES		13.18	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192011	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192012	OTHER SUPPLIES		21.23	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192013	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192014	OTHER SUPPLIES		27.17	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192015	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192016	OTHER SUPPLIES		29.05	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192017	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192018	REPAIRS & MAINTENANCE EQUIPMEN		41.40	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192019	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192020	OTHER SUPPLIES		43.43	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192021	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192022	OTHER SUPPLIES		75.24	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192023	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192024	OTHER SUPPLIES	Y	87.78	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192025	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192026	OTHER SUPPLIES		93.49	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192027	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192028	OTHER SUPPLIES		109.15	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192029	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192030	FIRE EQUIPMENT		19.99	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192031	220028			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192032	REPAIRS & MAINTENANCE BUILDING		132.66	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192033	220028			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192034	TOOLS		174.36	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192035	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192036	OTHER SUPPLIES		779.75	
API A3335014-54180	05/17/2022 W 22MAY2	000031		192037	271			
API A3335014-54180	05/17/2022 W 22MAY2	000031		192038	OTHER SUPPLIES		24.00	
API A3335014-54180	05/17/2022 W 22MAY2	002048		192039	271			
API A3335014-54180	05/17/2022 W 22MAY2	002048		192040	SELF INSURANCE		430.00	
API A3335014-54180	05/17/2022 W 22MAY2	002048		192041	271			

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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	A3335014-54530	05/17/2022 W	22MAY2	000033		192017	EQUIPMENT & VEHICLE RENTAL 271		99.62	
API	A3143124-54140	05/17/2022 W	22MAY2	007550		192018	JANITORIAL SUPPLIES A2XFHY90KS1Y21		17.65	
API	A3335014-54180	05/17/2022 W	22MAY2	007550		192019	OTHER SUPPLIES A272JK82AK683L		26.92	
API	A3031494-54110	05/17/2022 W	22MAY2	007550		192020	OFFICE SUPPLIES A272JK82AK683L		51.98	
API	A3011434-54110	05/17/2022 W	22MAY2	007550		192021	OFFICE SUPPLIES A1VOYW9N1NCU0Y		82.04	
API	F3638354-54180	05/17/2022 W	22MAY2	007550		192022	OTHER SUPPLIES A272JK82AK683L		107.58	
API	G3638114-54180	05/17/2022 W	22MAY2	007550		192023	OTHER SUPPLIES A272JK82AK683L		146.29	
API	A3537114-54180	05/17/2022 W	22MAY2	007550		192024	OTHER SUPPLIES A272JK82AK683L		154.28	
API	A3031594-54610	05/17/2022 W	22MAY2	007550		192025	REPAIRS & MAINTENANCE BUILDING A272JK82AK683L	Y	159.73	
API	A3021692-52230	05/17/2022 W	22MAY2	007550		192026	HARDWARE A1VOYW9N1NCU0Y		188.00	
API	A3143022-52230	05/17/2022 W	22MAY2	007550		192027	HARDWARE A1VOYW9N1NCU0Y		605.89	
API	A3051414-54720	05/17/2022 W	22MAY2	009071	220083	192028	SERVICE CONTRACTS - PROF SERV 42531		379.75	
POL	A3051414-54720	05/17/2022 LIQ/INV	009071	220083	192028	42531	SERVICE CONTRACTS - PROF SERV 42531	4 2022		379.75
API	E3577164-54610	05/17/2022 W	22MAY2	002188		192029	REPAIRS & MAINTENANCE BUILDING 05/02/2022		4,712.61	
API	E3577164-54720	05/17/2022 W	22MAY2	008748	220313	192030	SERVICE CONTRACTS - PROF SERV 05/01/2022		2,205.00	
POL	E3577164-54720	05/17/2022 LIQ/INV	008748	220313	192030	05/01/2022	SERVICE CONTRACTS - PROF SERV 05/01/2022	4 2022		2,205.00
API	A3143124-54160	05/17/2022 W	22MAY2	007654		192031	UNIFORMS CLOTHING REIMB		447.73	
API	A3143124-54160	05/17/2022 W	22MAY2	008622		192032	UNIFORMS CLOTHING REIMB		654.83	
API	A3143124-54720	05/17/2022 W	22MAY2	007426	220253	192033	SERVICE CONTRACTS - PROF SERV CITSAR		1,276.46	
POL	A3143124-54720	05/17/2022 LIQ/INV	007426	220253	192033	CITSAR	SERVICE CONTRACTS - PROF SERV CITSAR	4 2022		1,276.46
API	A3567344-54170	05/17/2022 W	22MAY2	000764		192034	SPORTS SUPPLIES 1015209		126.00	
API	A3143124-54510	05/17/2022 W	22MAY2	007065		192035	REPAIRS & MAINTENANCE VEHICLE 749925		783.20	
API	A3143124-54510	05/17/2022 W	22MAY2	007065		192035	REPAIRS & MAINTENANCE VEHICLE 749925		40.00	
API	A3143124-54510	05/17/2022 W	22MAY2	007065		192035	REPAIRS & MAINTENANCE VEHICLE 749925			20.00
API	A3143314-54713						PAVEMENT MARKING MATERIALS			763.29

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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
		05/17/2022	W 22MAY2	007065		192035	749925			
API	A3041934-54775						SELF INSURANCE		1,809.10	
		05/17/2022	W 22MAY2	008074		192036	02/10/2022			
API	A3567174-54510-3000						REPAIRS & MAINTENANCE VEHICLE	Y	243.44	
		05/17/2022	W 22MAY2	000143		192037	76060			
API	H3638332-52000-1167						CAPITAL PROJECT OUTLAY		115,664.19	
		05/17/2022	W 22MAY2	008940	210304	192039	RFP 2021-16			
POL	H3638332-52000-1167						CAPITAL PROJECT OUTLAY	4		115,664.19
		05/17/2022	LIQ/INV	008940	210304	192039	RFP 2021-16	2021		
API	E3577164-54720						SERVICE CONTRACTS - PROF SERV		670.57	
		05/17/2022	W 22MAY2	000417	220005	192040	28-25070 4			
POL	E3577164-54720						SERVICE CONTRACTS - PROF SERV	4		670.57
		05/17/2022	LIQ/INV	000417	220005	192040	28-25070 4	2022		
API	A3021692-52230						HARDWARE		220.79	
		05/17/2022	W 22MAY2	002948		192041	6731216			
API	A3567194-54720						SERVICE CONTRACTS - PROF SERV		261.96	
		05/17/2022	W 22MAY2	008695		192042	145023001			
API	F3638334-54708						LAB TESTING		794.00	
		05/17/2022	W 22MAY2	000149	220017	192045	RFP 2020-06			
POL	F3638334-54708						LAB TESTING	4		794.00
		05/17/2022	LIQ/INV	000149	220017	192045	RFP 2020-06	2022		
API	A3031624-54610						REPAIRS & MAINTENANCE BUILDING	Y	1,400.27	
		05/17/2022	W 22MAY2	001975		192046	02/11/2022			
API	A3031624-54610						REPAIRS & MAINTENANCE BUILDING	Y	2,001.61	
		05/17/2022	W 22MAY2	001975		192047	03/13/2022			
API	A3021314-54720						SERVICE CONTRACTS - PROF SERV		50.00	
		05/17/2022	W 22MAY2	005853		192048	SARAFINANC			
API	A3031494-54110						OFFICE SUPPLIES		50.00	
		05/17/2022	W 22MAY2	005853		192049	SARADPW			
API	A3143414-54720						SERVICE CONTRACTS - PROF SERV		179.00	
		05/17/2022	W 22MAY2	001155		192050	6910-18297756-001			
API	H3517142-52000-1240						COMPLETE STREETS GREENBELT		1,600.00	
		05/17/2022	W 22MAY2	000152	220243	192051	TASK ORDER 2			
POL	H3517142-52000-1240						COMPLETE STREETS GREENBELT	4		1,600.00
		05/17/2022	LIQ/INV	000152	220243	192051	TASK ORDER 2	2022		
API	A3021694-54740						SERVICE CONTRACTS - EQUIPMENT		5,804.06	
		05/17/2022	W 22MAY2	008873	220081	192052	B11184			
POL	A3021694-54740						SERVICE CONTRACTS - EQUIPMENT	4		5,804.06
		05/17/2022	LIQ/INV	008873	220081	192052	B11184	2022		
API	E3577164-54792						MISCELLANEOUS		299.64	
		05/17/2022	W 22MAY2	003203		192053	776672317818429			
API	A3031934-54775						SELF INSURANCE		786.16	
		05/17/2022	W 22MAY2	002450		192054	16867341			
API	A3567194-54510-3000						REPAIRS & MAINTENANCE VEHICLE	Y	92.40	
		05/17/2022	W 22MAY2	007264		192055	SARATOGACITY			
API	A3031654-54180						OTHER SUPPLIES		2,185.60	
		05/17/2022	W 22MAY2	004782		192056	SARASPRI			
API	A3567144-54740						SERVICE CONTRACTS - EQUIPMENT		382.89	
		05/17/2022	W 22MAY2	000172		192057	SSCI15			

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3143414-54220	05/17/2022 W	22MAY2	003249		192058	TRAVEL 04/29/2022		7.88	
API	A3113624-54510	05/17/2022 W	22MAY2	003249		192058	REPAIRS & MAINTENANCE VEHICLE 04/29/2022		10.36	
API	A043-42090	05/17/2022 W	22MAY2	000001		192059	CAROUSEL SALES CAROUSEL BANK		1,500.00	
API	A3143124-54160	05/17/2022 W	22MAY2	000198	220309	192060	UNIFORMS 1001581618		38.63	
POL	A3143124-54160	05/17/2022 LIQ/INV		000198	220309	192060	UNIFORMS 1001581618	4 2022		38.63
API	A3143124-54160	05/17/2022 W	22MAY2	000198	220269	192061	UNIFORMS 1001581618		100.74	
POL	A3143124-54160	05/17/2022 LIQ/INV		000198	220269	192061	UNIFORMS 1001581618	4 2022		100.74
API	A3618684-54720	05/17/2022 W	22MAY2	000376		192062	SERVICE CONTRACTS - PROF SERV 1097215		166.44	
API	A3051414-54490	05/17/2022 W	22MAY2	000376		192063	GENERAL ADVERTISING 90122		199.28	
API	A3051414-54490	05/17/2022 W	22MAY2	000376		192064	GENERAL ADVERTISING 90122		409.84	
API	A3143414-54720	05/17/2022 W	22MAY2	006928		192065	SERVICE CONTRACTS - PROF SERV 03/28/2022		3,024.00	
API	A3113624-54520	05/17/2022 W	22MAY2	006207		192066	GAS & OIL 2489244		152.23	
API	A3143124-54520	05/17/2022 W	22MAY2	006207		192066	GAS & OIL 2489244		11,257.64	
API	A3335014-54520	05/17/2022 W	22MAY2	006207		192066	GAS & OIL 2489244		6.13	
API	A3031444-54520	05/17/2022 W	22MAY2	006207		192067	GAS & OIL 2489244		483.93	
API	A3143414-54520	05/17/2022 W	22MAY2	006207		192067	GAS & OIL 2489244		2,540.36	
API	A3335014-54520	05/17/2022 W	22MAY2	006207		192067	GAS & OIL 2489244		4,995.16	
API	A3335124-54520	05/17/2022 W	22MAY2	006207		192067	GAS & OIL 2489244		1,498.01	
API	A3567144-54520-3000	05/17/2022 W	22MAY2	006207		192067	GAS & OIL 2489244		1,381.96	
API	E3577164-54520	05/17/2022 W	22MAY2	006207		192067	GAS & OIL 2489244		218.11	
API	F3638334-54520	05/17/2022 W	22MAY2	006207		192067	GAS & OIL 2489244		246.23	
API	F3638344-54520	05/17/2022 W	22MAY2	006207		192067	GAS & OIL 2489244		480.88	
API	G3638114-54520	05/17/2022 W	22MAY2	006207		192067	GAS & OIL 2489244		277.16	
API	G3638124-54520	05/17/2022 W	22MAY2	006207		192067	GAS & OIL 2489244		565.00	
API	A3011424-54720						SERVICE CONTRACTS - PROF SERV		2,939.00	

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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
		05/17/2022	W 22MAY2	007562	220387	192068	legal service			
POL	A3011424-54720						SERVICE CONTRACTS - PROF SERV 4			2,939.00
		05/17/2022	LIQ/INV	007562	220387	192068	legal service 2022			
API	A3011434-54720						SERVICE CONTRACTS - PROF SERV		3,519.00	
		05/17/2022	W 22MAY2	007562	210087	192069	RFP 2021-02			
POL	A3011434-54720						SERVICE CONTRACTS - PROF SERV 4			3,519.00
		05/17/2022	LIQ/INV	007562	210087	192069	RFP 2021-02 2021			
API	A3011424-54720						SERVICE CONTRACTS - PROF SERV		4,351.00	
		05/17/2022	W 22MAY2	007562	220387	192070	legal service			
POL	A3011424-54720						SERVICE CONTRACTS - PROF SERV 4			4,351.00
		05/17/2022	LIQ/INV	007562	220387	192070	legal service 2022			
API	A3143414-54610						REPAIRS & MAINTENANCE BUILDING		177.94	
		05/17/2022	W 22MAY2	000189		192071	849444310			
API	A3031634-54610						VC REPAIRS & MAINTENANCE BUILD		197.30	
		05/17/2022	W 22MAY2	000189		192072	800013294			
API	A3537114-54180						OTHER SUPPLIES		320.49	
		05/17/2022	W 22MAY2	000189		192073	800013294			
API	F3638334-54510						REPAIRS & MAINTENANCE VEHICLE		82.65	
		05/17/2022	W 22MAY2	000191		192074	48300			
API	F3638334-54180						OTHER SUPPLIES		1,867.68	
		05/17/2022	W 22MAY2	000199		192076	015432			
API	F3638334-54180						OTHER SUPPLIES		84.69	
		05/17/2022	W 22MAY2	000199		192077	015432			
API	A3011474-54774						LIFE INSURANCE		4.00	
		05/17/2022	W 22MAY2	000200		192078	000040370001			
API	A3719044-54774						LIFE INSURANCE		72.00	
		05/17/2022	W 22MAY2	000200		192078	000040370001			
API	A3729044-54774						LIFE INSURANCE		52.00	
		05/17/2022	W 22MAY2	000200		192078	000040370001			
API	A3739044-54774						LIFE INSUARANCE		314.26	
		05/17/2022	W 22MAY2	000200		192078	000040370001			
API	F3739044-54774						LIFE INSURANCE		74.66	
		05/17/2022	W 22MAY2	000200		192078	000040370001			
API	G3739044-54774						LIFE INSURANCE		52.68	
		05/17/2022	W 22MAY2	000200		192078	000040370001			
API	A3749044-54774						LIFE INSURANCE		340.40	
		05/17/2022	W 22MAY2	000200		192078	000040370001			
API	A3759044-54774						LIFE INSURANCE		36.00	
		05/17/2022	W 22MAY2	000200		192078	000040370001			
API	A3769044-54774						LIFE INSURANCE		24.00	
		05/17/2022	W 22MAY2	000200		192078	000040370001			
API	A3769044-54774-3000						LIFE INSURANCE		36.00	
		05/17/2022	W 22MAY2	000200		192078	000040370001			
API	A3143414-54150						EMS SUPPLIES		201.92	
		05/17/2022	W 22MAY2	006100	220279	192080	19755948			
POL	A3143414-54150						EMS SUPPLIES	4		201.92
		05/17/2022	LIQ/INV	006100	220279	192080	19755948 2022			
API	A3031654-54330						REPAIRS & MAINTENANCE EQUIPMEN		370.41	
		05/17/2022	W 22MAY2	006154		192081	167151			

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API	A3143124-54160	05/17/2022 W	22MAY2	008178		192082	UNIFORMS		169.00	
API	A3031654-54140	05/17/2022 W	22MAY2	000211		192083	CLOTHING REIMB			
API	A3143384-54980	05/17/2022 W	22MAY2	006640		192084	JANITORIAL SUPPLIES		442.92	
API	A3567194-54180-3000	05/17/2022 W	22MAY2	000205		192085	7694			
API	A3031654-54610	05/17/2022 W	22MAY2	002439		192086	PROGRAM EXPENSES		250.00	
API	A3031654-54610	05/17/2022 W	22MAY2	002439		192087	CLOTHING REIMB			
API	A3143124-54140	05/17/2022 W	22MAY2	002439		192088	OTHER SUPPLIES		70.00	
API	F3638334-54250	05/17/2022 W	22MAY2	000204		192089	90-00047 2			
API	A3011434-54110	05/17/2022 W	22MAY2	002333		192090	REPAIRS & MAINTENANCE BUILDING		8.34	
API	A3335014-54510	05/17/2022 W	22MAY2	005966	220019	192091	6035322504016258			
POL	A3335014-54510	05/17/2022 LIQ/INV		005966	220019	192091	REPAIRS & MAINTENANCE BUILDING		41.66	
API	A3335014-54510	05/17/2022 W	22MAY2	005966	220019	192092	6035322504016258			
POL	A3335014-54510	05/17/2022 LIQ/INV		005966	220019	192092	JANITORIAL SUPPLIES		156.77	
API	Q3426424-54711	05/17/2022 W	22MAY2	008049		192093	712642			
API	A3021694-54720	05/17/2022 W	22MAY2	009091	220374	192094	CONFERENCE REGISTRATION		2,500.00	
POL	A3021694-54720	05/17/2022 LIQ/INV		009091	220374	192094	H00464640			
API	A3113624-54725	05/17/2022 W	22MAY2	004940	220270	192095	OFFICE SUPPLIES		368.90	
POL	A3113624-54725	05/17/2022 LIQ/INV		004940	220270	192095	200219421			
API	A3335014-54510	05/17/2022 W	22MAY2	008168		192096	REPAIRS & MAINTENANCE VEHICLE		2,410.13	
API	G3638124-54331	05/17/2022 W	22MAY2	000270	220037	192097	SARAT001			
POL	G3638124-54331	05/17/2022 LIQ/INV		000270	220037	192097	REPAIRS & MAINTENANCE VEHICLE 4			2,410.13
API	A3031594-54720	05/17/2022 W	22MAY2	000270	220037	192098	SARAT001			
POL	A3031594-54720	05/17/2022 LIQ/INV		000270	220037	192098	REPAIRS & MAINTENANCE VEHICLE 2022		39.73	
API	A3031634-54720	05/17/2022 W	22MAY2	000270	220037	192099	SARAT001			
POL	A3031634-54720	05/17/2022 LIQ/INV		000270	220037	192099	REPAIRS & MAINTENANCE VEHICLE 2022			39.73
API	A3031594-54720	05/17/2022 W	22MAY2	000270	220037	192098	ADMINISTRATION		942.50	
POL	A3031594-54720	05/17/2022 LIQ/INV		000270	220037	192098	2021 ANNUAL REPORT			
API	A3031634-54720	05/17/2022 W	22MAY2	000270	220037	192099	SERVICE CONTRACTS - PROF SERV		17,919.00	
POL	A3031634-54720	05/17/2022 LIQ/INV		000270	220037	192099	04/28/2022			
API	A3031594-54720	05/17/2022 W	22MAY2	000270	220037	192098	SERVICE CONTRACTS - PROF SERV 4			17,919.00
POL	A3031594-54720	05/17/2022 LIQ/INV		000270	220037	192098	04/28/2022			
API	A3031634-54720	05/17/2022 W	22MAY2	000270	220037	192099	SERVICE CONTRACTS ENGINEERING		4,543.00	
POL	A3031634-54720	05/17/2022 LIQ/INV		000270	220037	192099	2221175.01			
API	A3031594-54720	05/17/2022 W	22MAY2	000270	220037	192098	SERVICE CONTRACTS ENGINEERING 4			4,543.00
POL	A3031594-54720	05/17/2022 LIQ/INV		000270	220037	192098	2221175.01			
API	A3031634-54720	05/17/2022 W	22MAY2	000270	220037	192099	REPAIRS & MAINTENANCE VEHICLE		613.82	
POL	A3031634-54720	05/17/2022 LIQ/INV		000270	220037	192099	5873550			
API	A3031594-54720	05/17/2022 W	22MAY2	000270	220037	192098	REPAIRS & MAINTENANCE PUMPS		1,065.00	
POL	A3031594-54720	05/17/2022 LIQ/INV		000270	220037	192098	0019118			
API	A3031634-54720	05/17/2022 W	22MAY2	000270	220037	192099	REPAIRS & MAINTENANCE PUMPS 4			1,065.00
POL	A3031634-54720	05/17/2022 LIQ/INV		000270	220037	192099	0019118			
API	A3031594-54720	05/17/2022 W	22MAY2	000270	220037	192098	SERVICE CONTRACTS - PROF SERV		28.50	
POL	A3031594-54720	05/17/2022 LIQ/INV		000270	220037	192098	0019185			
API	A3031634-54720	05/17/2022 W	22MAY2	000270	220037	192099	SERVICE CONTRACTS - PROF SERV 4			28.50
POL	A3031634-54720	05/17/2022 LIQ/INV		000270	220037	192099	0019185			
API	A3031594-54720	05/17/2022 W	22MAY2	000270	220037	192098	VCSERVICE CONTRACTS - PROF SER		38.50	
POL	A3031594-54720	05/17/2022 LIQ/INV		000270	220037	192098	0019119			
API	A3031634-54720	05/17/2022 W	22MAY2	000270	220037	192099	VCSERVICE CONTRACTS - PROF SER 4			38.50

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		05/17/2022	LIQ/INV	000270	220037	192099	0019119	2022		
API	A3537214-54720						SERVICE CONTRACTS - PROF SERV		38.50	
		05/17/2022	W 22MAY2	000270	220037	192100	0019121			
POL	A3537214-54720						SERVICE CONTRACTS - PROF SERV	4		38.50
		05/17/2022	LIQ/INV	000270	220037	192100	0019121	2022		
API	A3031624-54720						SERVICE CONTRACTS - PROF SERV		48.50	
		05/17/2022	W 22MAY2	000270	220037	192101	0019123			
POL	A3031624-54720						SERVICE CONTRACTS - PROF SERV	4		48.50
		05/17/2022	LIQ/INV	000270	220037	192101	0019123	2022		
API	A3567194-54720-3000						SERVICE CONTRACTS - PROF SERV		68.50	
		05/17/2022	W 22MAY2	000270	220037	192102	0019117			
POL	A3567194-54720-3000						SERVICE CONTRACTS - PROF SERV	4		68.50
		05/17/2022	LIQ/INV	000270	220037	192102	0019117	2022		
API	A3567174-54720-3000						SERVICE CONTRACTS - PROF SERV		77.00	
		05/17/2022	W 22MAY2	000270	220037	192103	0019138			
POL	A3567174-54720-3000						SERVICE CONTRACTS - PROF SERV	4		77.00
		05/17/2022	LIQ/INV	000270	220037	192103	0019138	2022		
API	A3537114-54720						SERVICE CONTRACTS - PROF SERV		105.50	
		05/17/2022	W 22MAY2	000270	220037	192104	0019122			
POL	A3537114-54720						SERVICE CONTRACTS - PROF SERV	4		105.50
		05/17/2022	LIQ/INV	000270	220037	192104	0019122	2022		
API	A3638194-54520						GAS & OIL		1,559.75	
		05/17/2022	W 22MAY2	001733		192105	7003318			
API	A3143414-54520						GAS & OIL		3,008.20	
		05/17/2022	W 22MAY2	001733		192106	7003317			
API	A3335014-54520						GAS & OIL		2,214.90	
		05/17/2022	W 22MAY2	001733		192106	7003317			
API	A3335124-54520						GAS & OIL		2,382.88	
		05/17/2022	W 22MAY2	001733		192106	7003317			
API	A3567144-54520-3000						GAS & OIL		297.20	
		05/17/2022	W 22MAY2	001733		192106	7003317			
API	A3638564-54520						GAS & OIL		618.95	
		05/17/2022	W 22MAY2	001733		192106	7003317			
API	F3638354-54520						GAS & OIL		479.31	
		05/17/2022	W 22MAY2	001733		192106	7003317			
API	G3638114-54520						GAS & OIL		518.54	
		05/17/2022	W 22MAY2	001733		192106	7003317			
API	G3638124-54520						GAS & OIL		216.28	
		05/17/2022	W 22MAY2	001733		192106	7003317			
API	A3031654-54180						OTHER SUPPLIES		11.00	
		05/17/2022	W 22MAY2	000290		192107	COS101			
API	G3638124-54180						OTHER SUPPLIES		31.86	
		05/17/2022	W 22MAY2	000290		192108	COS101			
API	E3577164-54610						REPAIRS & MAINTENANCE BUILDING		120.00	
		05/17/2022	W 22MAY2	000290		192109	SCS103			
API	A3567144-54610-3000						REPAIRS & MAINTENANCE BUILDING		300.16	
		05/17/2022	W 22MAY2	000290		192110	COS101			
API	E3577164-54201						BUSINESS EXPENSE/SALES		599.80	
		05/17/2022	W 22MAY2	006325		192111	CAR RENTAL REIMB			

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API	A3031934-54775	05/17/2022 W	22MAY2	009124		192112	SELF INSURANCE CLAIM		257.75	
API	A3567344-54170	05/17/2022 W	22MAY2	007706	220329	192117	SPORTS SUPPLIES CLINIC SHIRTS		3,960.00	
POL	A3567344-54170	05/17/2022 LIQ/INV		007706	220329	192117	SPORTS SUPPLIES CLINIC SHIRTS	4 2022		3,960.00
API	A3567344-54170	05/17/2022 W	22MAY2	007706		192118	SPORTS SUPPLIES 41889		180.00	
API	A3143412-52601	05/17/2022 W	22MAY2	004407	220353	192119	FIRE EQUIPMENT C35875		12,733.06	
POL	A3143412-52601	05/17/2022 LIQ/INV		004407	220353	192119	FIRE EQUIPMENT C35875	4 2022		12,733.06
API	A3143412-52601	05/17/2022 W	22MAY2	004407		192120	FIRE EQUIPMENT C35875		788.88	
API	A3618684-54720-8020	05/17/2022 W	22MAY2	004204	220009	192121	SERVICE CONTRACTS - PROF SERV RFP 2021-23		1,903.00	
POL	A3618684-54720-8020	05/17/2022 LIQ/INV		004204	220009	192121	SERVICE CONTRACTS - PROF SERV RFP 2021-23	4 2022		1,903.00
API	A3618684-54720-8020	05/17/2022 W	22MAY2	004204	220009	192122	SERVICE CONTRACTS - PROF SERV RFP 2021-23		2,552.00	
POL	A3618684-54720-8020	05/17/2022 LIQ/INV		004204	220009	192122	SERVICE CONTRACTS - PROF SERV RFP 2021-23	4 2022		2,552.00
API	A3618684-54720-8020	05/17/2022 W	22MAY2	004204	220009	192123	SERVICE CONTRACTS - PROF SERV RFP 2021-23		946.00	
POL	A3618684-54720-8020	05/17/2022 LIQ/INV		004204	220009	192123	SERVICE CONTRACTS - PROF SERV RFP 2021-23	4 2022		946.00
API	F3638334-54330	05/17/2022 W	22MAY2	000386		192124	REPAIRS & MAINTENANCE EQUIPMEN 6017550		809.18	
API	A3143124-54720	05/17/2022 W	22MAY2	006615		192125	SERVICE CONTRACTS - PROF SERV MAY 2022		135.00	
API	A3143122-52620	05/17/2022 W	22MAY2	007013	220043	192126	POLICE EQUIPMENT 1036798760-001		1,224.00	
POL	A3143122-52620	05/17/2022 LIQ/INV		007013	220043	192126	POLICE EQUIPMENT 1036798760-001	4 2022		1,224.00
API	A3143122-52620	05/17/2022 W	22MAY2	007013	210256	192127	POLICE EQUIPMENT 1036798760-0001		1,224.00	
POL	A3143122-52620	05/17/2022 LIQ/INV		007013	210256	192127	POLICE EQUIPMENT 1036798760-0001	4 2021		1,224.00
API	A3335014-54510	05/17/2022 W	22MAY2	004904		192128	REPAIRS & MAINTENANCE VEHICLE 287902 0001		487.59	
API	A3335014-54510	05/17/2022 W	22MAY2	005237	220030	192130	REPAIRS & MAINTENANCE VEHICLE 4305		55.97	
POL	A3335014-54510	05/17/2022 LIQ/INV		005237	220030	192130	REPAIRS & MAINTENANCE VEHICLE 4305	4 2022		55.97
API	A3567174-54510-3000	05/17/2022 W	22MAY2	005237	220030	192131	REPAIRS & MAINTENANCE VEHICLE 788221		110.02	
POL	A3567174-54510-3000	05/17/2022 LIQ/INV		005237	220030	192131	REPAIRS & MAINTENANCE VEHICLE 788221	4 2022		110.02
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		124.65	

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		05/17/2022	W 22MAY2	005237	220030	192132	4305			
POL	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE	4		124.65
		05/17/2022	LIQ/INV	005237	220030	192132	4305	2022		
API	A3031654-54210						GARAGE SUPPLIES		132.95	
		05/17/2022	W 22MAY2	005237	220030	192133	4305			
POL	A3031654-54210						GARAGE SUPPLIES	4		132.95
		05/17/2022	LIQ/INV	005237	220030	192133	4305	2022		
API	A3031654-54210						GARAGE SUPPLIES		470.66	
		05/17/2022	W 22MAY2	005237	220030	192134	4305			
POL	A3031654-54210						GARAGE SUPPLIES	4		470.66
		05/17/2022	LIQ/INV	005237	220030	192134	4305	2022		
API	A3113624-54110						OFFICE SUPPLIES		12.88	
		05/17/2022	W 22MAY2	006512		192135	CS05			
API	A3618684-54740						SERVICE CONTRACTS - EQUIPMENT		19.60	
		05/17/2022	W 22MAY2	006512		192135	CS05			
API	E3577164-54720						SERVICE CONTRACTS - PROF SERV		117.15	
		05/17/2022	W 22MAY2	006512		192136	SS14			
API	A3143314-54961						SIGNS & POSTS		1,362.01	
		05/17/2022	W 22MAY2	000309		192137	SAR-03-004			
API	A3113624-54740						SERVICE CONTRACTS - EQUIPMENT		119.81	
		05/17/2022	W 22MAY2	006512		192138	JAN 2022			
API	A3113624-54740						SERVICE CONTRACTS - EQUIPMENT		119.82	
		05/17/2022	W 22MAY2	006512		192138	JAN 2022			
API	A3517024-54740						SERVICE CONTRACTS - EQUIPMENT		29.95	
		05/17/2022	W 22MAY2	006512		192138	JAN 2022			
API	Y3618684-54720-496						SERVICE CONTRACTS - PROF SERV	Y	29.95	
		05/17/2022	W 22MAY2	006512		192138	JAN 2022			
API	A3031654-54180						OTHER SUPPLIES		419.70	
		05/17/2022	W 22MAY2	008832		192140	INV457171			
API	A3031654-54210						GARAGE SUPPLIES		43.60	
		05/17/2022	W 22MAY2	006625		192141	04/28/2022			
API	A3335014-54100						RUBBLE BLACKTOP STONE OIL		3,557.22	
		05/17/2022	W 22MAY2	000327	220340	192142	227613			
POL	A3335014-54100						RUBBLE BLACKTOP STONE OIL	4		3,557.22
		05/17/2022	LIQ/INV	000327	220340	192142	227613	2022		
API	F3638354-54180						OTHER SUPPLIES		6,510.00	
		05/17/2022	W 22MAY2	000327	220029	192144	19018			
POL	F3638354-54180						OTHER SUPPLIES	4		6,510.00
		05/17/2022	LIQ/INV	000327	220029	192144	19018	2022		
API	F3638354-54100						RUBBLE BLACKTOP STONE OIL		74.75	
		05/17/2022	W 22MAY2	000327	220078	192145	19018			
POL	F3638354-54100						RUBBLE BLACKTOP STONE OIL	4		74.75
		05/17/2022	LIQ/INV	000327	220078	192145	19018	2022		
API	A3021314-54740						SERVICE CONTRACTS - EQUIPMENT		168.55	
		05/17/2022	W 22MAY2	008845		192146	00402766			
API	A3567174-54170-6016						SPORTS SUPPLIES		40.00	
		05/17/2022	W 22MAY2	003171		192147	REIMBURSEMENT			
API	A3051414-54740						SERVICE CONTRACTS - EQUIPMENT		446.15	
		05/17/2022	W 22MAY2	000223		192148	4659857			

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API	A3143124-54979	05/17/2022 W	22MAY2	001559		192149	HORSE CARE NY_2716		408.29	
API	A3537114-54160	05/17/2022 W	22MAY2	001857	220151	192150	UNIFORMS 1036		139.99	
POL	A3537114-54160	05/17/2022 LIQ/INV		001857	220151	192150	UNIFORMS 1036	4 2022		200.00
API	F3638354-54160	05/17/2022 W	22MAY2	001857	220198	192151	UNIFORMS PANTS/SPIEZIO		164.96	
POL	F3638354-54160	05/17/2022 LIQ/INV		001857	220198	192151	UNIFORMS PANTS/SPIEZIO	4 2022		200.00
API	A3567144-54160-3000	05/17/2022 W	22MAY2	001857	220109	192152	UNIFORMS BOOTS/PARISI		169.95	
POL	A3567144-54160-3000	05/17/2022 LIQ/INV		001857	220109	192152	UNIFORMS BOOTS/PARISI	4 2022		200.00
API	F3638354-54160	05/17/2022 W	22MAY2	001857	220203	192153	UNIFORMS BOOTS/SPIEZIO		184.95	
POL	F3638354-54160	05/17/2022 LIQ/INV		001857	220203	192153	UNIFORMS BOOTS/SPIEZIO	4 2022		200.00
API	A3031654-54160	05/17/2022 W	22MAY2	001857	220170	192154	UNIFORMS PANTS/SHREVE		184.96	
POL	A3031654-54160	05/17/2022 LIQ/INV		001857	220170	192154	UNIFORMS PANTS/SHREVE	4 2022		200.00
API	F3638354-54160	05/17/2022 W	22MAY2	001857	220199	192155	UNIFORMS BOOTS/J DELANEY		189.99	
POL	F3638354-54160	05/17/2022 LIQ/INV		001857	220199	192155	UNIFORMS BOOTS/J DELANEY	4 2022		200.00
API	G3638114-54160	05/17/2022 W	22MAY2	001857	220103	192156	UNIFORMS BOOTS/RHODES		200.00	
POL	G3638114-54160	05/17/2022 LIQ/INV		001857	220103	192156	UNIFORMS BOOTS/RHODES	4 2022		200.00
API	G3638114-54160	05/17/2022 W	22MAY2	001857	220105	192157	UNIFORMS PANTS/RHODES		200.00	
POL	G3638114-54160	05/17/2022 LIQ/INV		001857	220105	192157	UNIFORMS PANTS/RHODES	4 2022		200.00
API	F3638354-54160	05/17/2022 W	22MAY2	001857	220201	192158	UNIFORMS BOOTS/KIRK		200.00	
POL	F3638354-54160	05/17/2022 LIQ/INV		001857	220201	192158	UNIFORMS BOOTS/KIRK	4 2022		200.00
API	F3638354-54160	05/17/2022 W	22MAY2	001857	220197	192159	UNIFORMS PANYS/KIRK		200.00	
POL	F3638354-54160	05/17/2022 LIQ/INV		001857	220197	192159	UNIFORMS PANYS/KIRK	4 2022		200.00
API	F3638354-54160	05/17/2022 W	22MAY2	001857	220196	192160	UNIFORMS PANTS/DELANEY		179.96	
POL	F3638354-54160	05/17/2022 LIQ/INV		001857	220196	192160	UNIFORMS PANTS/DELANEY	4 2022		200.00
API	A3143124-54510	05/17/2022 W	22MAY2	005237		192161	REPAIRS & MAINTENANCE VEHICLE 4310		3,455.60	
API	A3143414-54510						REPAIRS & MAINTENANCE VEHICLE		996.11	

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		05/17/2022	W 22MAY2	005237		192161	4310			
API	A3113624-54510	05/17/2022	W 22MAY2	005237		192161	REPAIRS & MAINTENANCE VEHICLE	Y	198.24	
		05/17/2022	W 22MAY2	005237		192161	4310			
API	A3143124-54510	05/17/2022	W 22MAY2	007574		192162	REPAIRS & MAINTENANCE VEHICLE		75.00	
		05/17/2022	W 22MAY2	007574		192163	4/23/22			
API	A3335014-54510	05/17/2022	W 22MAY2	007574		192163	REPAIRS & MAINTENANCE VEHICLE		310.00	
		05/17/2022	W 22MAY2	006943		192164	4/13/22			
API	A3143124-54720	05/17/2022	W 22MAY2	006943		192164	SERVICE CONTRACTS - PROF SERV		148.57	
		05/17/2022	W 22MAY2	000369		192165	VN1969			
API	F3638334-54180	05/17/2022	W 22MAY2	000369		192165	OTHER SUPPLIES		22.50	
		05/17/2022	W 22MAY2	000369		192166	4/15/22			
API	F3638334-54610	05/17/2022	W 22MAY2	000369		192166	REPAIRS & MAINTENANCE BUILDING		33.58	
		05/17/2022	W 22MAY2	000369		192167	4/18/22			
API	F3638334-54610	05/17/2022	W 22MAY2	000369		192167	REPAIRS & MAINTENANCE BUILDING		42.49	
		05/17/2022	W 22MAY2	000369		192168	4/8/22			
API	F3638334-54610	05/17/2022	W 22MAY2	000369		192168	REPAIRS & MAINTENANCE BUILDING		61.98	
		05/17/2022	W 22MAY2	000371		192169	4/20/22			
API	F3638334-54610	05/17/2022	W 22MAY2	000371		192169	REPAIRS & MAINTENANCE BUILDING		22.00	
		05/17/2022	W 22MAY2	004701		192170	4345			
API	A3051414-54490	05/17/2022	W 22MAY2	004701		192170	GENERAL ADVERTISING		351.92	
		05/17/2022	W 22MAY2	004701		192171	4956			
API	A3567154-54600	05/17/2022	W 22MAY2	004701		192171	ADVERTISING		450.00	
		05/17/2022	W 22MAY2	004236		192172	REC			
API	A3638562-52700	05/17/2022	W 22MAY2	004236		192172	TREES		3,465.00	
		05/17/2022	W 22MAY2	007019	220266	192173	0004590-001			
API	A3143124-54970	05/17/2022	W 22MAY2	007019	220266	192173	K-9 CARE		8,500.00	
		05/17/2022	LIQ/INV	007019	220266	192173	03/01/2022			
POL	A3143124-54970	05/17/2022	LIQ/INV	007019	220266	192173	K-9 CARE	4		8,500.00
		05/17/2022	LIQ/INV	007972		192174	03/01/2022	2022		
API	A3638564-54180	05/17/2022	W 22MAY2	007972		192174	OTHER SUPPLIES		100.33	
		05/17/2022	W 22MAY2	009126		192175	CU-10387506			
API	A3021694-54220	05/17/2022	W 22MAY2	009126		192175	TRAVEL		32.29	
		05/17/2022	W 22MAY2	007309		192176	MILEAGE			
API	A3567144-54330-3000	05/17/2022	W 22MAY2	007309		192176	REPAIRS & MAINTENANCE EQUIPMEN		415.21	
		05/17/2022	W 22MAY2	008569		192177	330254			
API	A3011434-54440	05/17/2022	W 22MAY2	008569		192177	BOOKS PUBLICATIONS & SUBSCRIPT		229.00	
		05/17/2022	W 22MAY2	008206	210103	192178	SO1644453			
API	A3537114-54610	05/17/2022	W 22MAY2	008206	210103	192178	REPAIRS & MAINTENANCE BUILDING		3,085.28	
		05/17/2022	LIQ/INV	008206	210103	192178	CI1901			
POL	A3537114-54610	05/17/2022	LIQ/INV	008206	210103	192178	REPAIRS & MAINTENANCE BUILDING 4	2021		3,085.28
		05/17/2022	W 22MAY2	008206	220242	192179	CI1901		736.64	
API	A3537114-54610	05/17/2022	W 22MAY2	008206	220242	192179	REPAIRS & MAINTENANCE BUILDING			
		05/17/2022	LIQ/INV	008206	220242	192179	CI1901			
POL	A3537114-54610	05/17/2022	LIQ/INV	008206	220242	192179	REPAIRS & MAINTENANCE BUILDING 4	2022		736.64
		05/17/2022	W 22MAY2	009118		192180	CI1901			
API	A043-42652	05/17/2022	W 22MAY2	009118		192180	COMPOST MATERIAL SALES		210.00	
		05/17/2022	W 22MAY2	000407		192181	COMPOST REFUND			
API	A3537114-54140	05/17/2022	W 22MAY2	000407		192181	JANITORIAL SUPPLIES		251.30	
		05/17/2022	W 22MAY2				1136000006			

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API	A3031624-54140	05/17/2022 W	22MAY2	000407		192182	JANITORIAL SUPPLIES 1136000006		549.96	
API	A3567174-54180-3000	05/17/2022 W	22MAY2	000407		192183	OTHER SUPPLIES 1136000006		798.00	
API	Y3618684-54110-505	05/17/2022 W	22MAY2	002237		192184	OFFICE SUPPLIES 1005296	Y	20.08	
API	A3051414-54110	05/17/2022 W	22MAY2	002237		192185	OFFICE SUPPLIES 1005296		21.09	
API	A3143014-54110	05/17/2022 W	22MAY2	002237		192186	OFFICE SUPPLIES 3506485043		29.21	
API	A3143124-54180	05/17/2022 W	22MAY2	002237		192186	OTHER SUPPLIES 3506485043		66.74	
API	A3021314-54110	05/17/2022 W	22MAY2	002237		192187	OFFICE SUPPLIES 3506485039		171.48	
API	A3021314-54110	05/17/2022 W	22MAY2	002237		192187	OFFICE SUPPLIES 3506485039		17.46	
API	A3051414-54110	05/17/2022 W	22MAY2	002237		192188	OFFICE SUPPLIES 3506485048		266.21	
API	A3011474-54110	05/17/2022 W	22MAY2	002237		192189	OFFICE SUPPLIES 3506485035		310.21	
API	A3011434-54110	05/17/2022 W	22MAY2	002237		192190	OFFICE SUPPLIES 4/27/22		433.02	
API	A3638184-54180	05/17/2022 W	22MAY2	000806	220073	192191	OTHER SUPPLIES R212004		144.00	
POL	A3638184-54180	05/17/2022 LIQ/INV	000806	220073	192191		OTHER SUPPLIES R212004	4 2022		144.00
API	A3567144-54180-3000	05/17/2022 W	22MAY2	000806	220073	192192	OTHER SUPPLIES R251693		184.00	
POL	A3567144-54180-3000	05/17/2022 LIQ/INV	000806	220073	192192		OTHER SUPPLIES R251693	4 2022		184.00
API	A3567174-54180-3000	05/17/2022 W	22MAY2	000806	220073	192193	OTHER SUPPLIES R251706		184.00	
POL	A3567174-54180-3000	05/17/2022 LIQ/INV	000806	220073	192193		OTHER SUPPLIES R251706	4 2022		184.00
API	A3567144-54180-3000	05/17/2022 W	22MAY2	000806	220073	192194	OTHER SUPPLIES R251704		184.00	
POL	A3567144-54180-3000	05/17/2022 LIQ/INV	000806	220073	192194		OTHER SUPPLIES R251704	4 2022		184.00
API	A3567144-54180-3000	05/17/2022 W	22MAY2	000806	220073	192195	OTHER SUPPLIES R251696		328.00	
POL	A3567144-54180-3000	05/17/2022 LIQ/INV	000806	220073	192195		OTHER SUPPLIES R251696	4 2022		328.00
API	A3567144-54180-3000	05/17/2022 W	22MAY2	000806	220073	192196	OTHER SUPPLIES R251702		368.00	
POL	A3567144-54180-3000	05/17/2022 LIQ/INV	000806	220073	192196		OTHER SUPPLIES R251702	4 2022		368.00
API	F3638334-54141	05/17/2022 W	22MAY2	000393	220021	192197	CHEMICALS 18542		1,023.60	
POL	F3638334-54141						CHEMICALS	4		1,023.60

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		05/17/2022	LIQ/INV	000393	220021	192197	18542	2022		
API	F3638334-54141						CHEMICALS		10,006.92	
		05/17/2022	W 22MAY2	000393	220079	192198	18542			
POL	F3638334-54141						CHEMICALS	4		10,006.92
		05/17/2022	LIQ/INV	000393	220079	192198	18542	2022		
API	F3638334-54141						CHEMICALS		221.78	
		05/17/2022	W 22MAY2	000393	220021	192199	18542			
POL	F3638334-54141						CHEMICALS	4		221.78
		05/17/2022	LIQ/INV	000393	220021	192199	18542	2022		
API	F3638334-54141						CHEMICALS		684.11	
		05/17/2022	W 22MAY2	000393	220021	192200	18542			
POL	F3638334-54141						CHEMICALS	4		684.11
		05/17/2022	LIQ/INV	000393	220021	192200	18542	2022		
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		1,356.84	
		05/17/2022	W 22MAY2	000420		192202	04/26/2022			
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		331.35	
		05/17/2022	W 22MAY2	000420		192203	04/26/2022			
API	A3567142-52510						RECREATION EQUIPMENT		4,861.00	
		05/17/2022	W 22MAY2	007126	220302	192204	01-2001456			
POL	A3567142-52510						RECREATION EQUIPMENT	4		4,861.00
		05/17/2022	LIQ/INV	007126	220302	192204	01-2001456	2022		
API	A3143124-54180						OTHER SUPPLIES		251.54	
		05/17/2022	W 22MAY2	000320		192205	654200			
API	A3335014-54180						OTHER SUPPLIES		113.53	
		05/17/2022	W 22MAY2	002858		192207	04/30/2022			
API	A3335014-54180						OTHER SUPPLIES		563.54	
		05/17/2022	W 22MAY2	002858		192208	04/30/2022			
API	A3537114-54610						REPAIRS & MAINTENANCE BUILDING		45.06	
		05/17/2022	W 22MAY2	003256	220022	192209	1270249			
POL	A3537114-54610						REPAIRS & MAINTENANCE BUILDING	4		45.06
		05/17/2022	LIQ/INV	003256	220022	192209	1270249	2022		
API	A3537114-54610						REPAIRS & MAINTENANCE BUILDING		45.06	
		05/17/2022	W 22MAY2	003256	220022	192210	1270249			
POL	A3537114-54610						REPAIRS & MAINTENANCE BUILDING	4		45.06
		05/17/2022	LIQ/INV	003256	220022	192210	1270249	2022		
API	A3031654-54160						UNIFORMS		32.86	
		05/17/2022	W 22MAY2	003256	220022	192211	1269238			
API	A3031654-54610						REPAIRS & MAINTENANCE BUILDING		23.92	
		05/17/2022	W 22MAY2	003256	220022	192211	1269238			
POL	A3031654-54160						UNIFORMS	4		32.86
		05/17/2022	LIQ/INV	003256	220022	192211	1269238	2022		
POL	A3031654-54610						REPAIRS & MAINTENANCE BUILDING	4		23.92
		05/17/2022	LIQ/INV	003256	220022	192211	1269238	2022		
API	A3143414-54510						REPAIRS & MAINTENANCE VEHICLE		2,461.01	
		05/17/2022	W 22MAY2	006274	220381	192212	04/29/2022			
POL	A3143414-54510						REPAIRS & MAINTENANCE VEHICLE	4		2,461.01
		05/17/2022	LIQ/INV	006274	220381	192212	04/29/2022	2022		
API	A3021694-54670						PHONES		510.95	
		05/17/2022	W 22MAY2	001927		192213	651750664000132			

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API	A3011474-54671	05/17/2022 W	22MAY2	001831		192214	PHONES & FAX 842037333-00002		93.66	
API	A3031654-54210	05/17/2022 W	22MAY2	005493		192215	GARAGE SUPPLIES 1840		103.56	
API	E3577164-54140	05/17/2022 W	22MAY2	007528		192216	JANITORIAL SUPPLIES 4121265990223856		14.94	
API	E3577164-54510	05/17/2022 W	22MAY2	007528		192216	REPAIRS & MAINTENANCE VEHICLE 4121265990223856		29.99	
API	E3577164-54510	05/17/2022 W	22MAY2	007528		192216	REPAIRS & MAINTENANCE VEHICLE 4121265990223856		29.49	
API	E3577164-54110	05/17/2022 W	22MAY2	007528		192216	OFFICE SUPPLIES 4121265990223856		167.81	
API	A3638144-54180	05/17/2022 W	22MAY2	000453		192217	OTHER SUPPLIES SAR100/7700		195.62	
API	A3031494-54110	05/17/2022 W	22MAY2	003346		192219	OFFICE SUPPLIES C2650013		19.95	
API	A3031494-54110	05/17/2022 W	22MAY2	003346		192220	OFFICE SUPPLIES C1067550		25.26	
API	A3031494-54110	05/17/2022 W	22MAY2	003346		192221	OFFICE SUPPLIES C1067550		80.99	
API	E3577164-54140	05/17/2022 W	22MAY2	003346		192222	JANITORIAL SUPPLIES C1138768		82.50	
API	A3031494-54110	05/17/2022 W	22MAY2	003346		192223	OFFICE SUPPLIES C1067550		85.26	
API	A3143124-54110	05/17/2022 W	22MAY2	003346		192224	OFFICE SUPPLIES C1067550		588.60	
API	E3475654-54672	05/17/2022 W	22MAY2	008702		192225	CREDIT CARD FEES 89279		449.04	
API	A3031594-54610	05/17/2022 W	22MAY2	008162		192226	REPAIRS & MAINTENANCE BUILDING 00595-023329	Y	1,477.62	
API	A3567144-54180-3000	05/17/2022 W	22MAY2	008162		192227	OTHER SUPPLIES 00595-023329	Y	11.20	
API	G3638124-54180	05/17/2022 W	22MAY2	008162		192228	OTHER SUPPLIES 00595-023329		15.00	
API	A3335184-54750	05/17/2022 W	22MAY2	001973	220317	192229	STREET LIGHTING 13696		19,220.58	
POL	A3335184-54750	05/17/2022 LIQ/INV		001973	220317	192229	STREET LIGHTING 13696	4 2022		19,220.58
API	A3567194-54180-3000	05/17/2022 W	22MAY2	001973		192230	OTHER SUPPLIES 13696		61.20	
API	A3567194-54180-3000	05/17/2022 W	22MAY2	001973		192231	OTHER SUPPLIES 13696		68.75	
API	A3537224-54180	05/17/2022 W	22MAY2	001973		192233	OTHER SUPPLIES 13696		135.90	
API	F3638334-54610	05/17/2022 W	22MAY2	001973		192234	REPAIRS & MAINTENANCE BUILDING 13696		156.45	
API	F3638334-54180	05/17/2022 W	22MAY2	001973		192235	OTHER SUPPLIES 13696		177.12	
API	G3638124-54331						REPAIRS & MAINTENANCE PUMPS		3,444.80	

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		05/17/2022	W 22MAY2	005495	220086	192236	207820			
POL	G3638124-54331						REPAIRS & MAINTENANCE PUMPS	4		3,444.80
		05/17/2022	LIQ/INV	005495	220086	192236	207820	2022		
API	A3021694-54720						SERVICE CONTRACTS - PROF SERV		700.00	
		05/17/2022	W 22MAY2	008432		192201	2K1360405SS			
GENERAL LEDGER TOTAL									384,605.45	783.29
API	A-2600						ACCOUNTS PAYABLE			203,628.37
		05/17/2022	W 22MAY2	B 3532						
API	E-2600						ACCOUNTS PAYABLE			20,438.20
		05/17/2022	W 22MAY2	B 3532						
API	F-2600						ACCOUNTS PAYABLE			28,257.14
		05/17/2022	W 22MAY2	B 3532						
API	G-2600						ACCOUNTS PAYABLE			6,841.73
		05/17/2022	W 22MAY2	B 3532						
API	H-2600						ACCOUNTS PAYABLE			117,264.19
		05/17/2022	W 22MAY2	B 3532						
API	Q-2600						ACCOUNTS PAYABLE			942.50
		05/17/2022	W 22MAY2	B 3532						
API	Y-2600						ACCOUNTS PAYABLE			6,450.03
		05/17/2022	W 22MAY2	B 3532						
POL	A-1521						ENCUMBRANCES			117,979.28
		05/17/2022	W 22MAY2	B 3532						
POL	E-1521						ENCUMBRANCES			12,575.57
		05/17/2022	W 22MAY2	B 3532						
POL	F-1521						ENCUMBRANCES			21,088.30
		05/17/2022	W 22MAY2	B 3532						
POL	G-1521						ENCUMBRANCES			4,909.80
		05/17/2022	W 22MAY2	B 3532						
POL	H-1521						ENCUMBRANCES			117,264.19
		05/17/2022	W 22MAY2	B 3532						
POL	A-2963						BUDGETARY FUND BALANCE RES ENC		117,979.28	
		05/17/2022	W 22MAY2	B 3532						
POL	E-2963						BUDGETARY FUND BALANCE RES ENC		12,575.57	
		05/17/2022	W 22MAY2	B 3532						
POL	F-2963						BUDGETARY FUND BALANCE RES ENC		21,088.30	
		05/17/2022	W 22MAY2	B 3532						
POL	G-2963						BUDGETARY FUND BALANCE RES ENC		4,909.80	
		05/17/2022	W 22MAY2	B 3532						
POL	H-2963						BUDGETARY FUND BALANCE RES ENC		117,264.19	
		05/17/2022	W 22MAY2	B 3532						
SYSTEM GENERATED ENTRIES TOTAL									273,817.14	657,639.30
JOURNAL 2022/05/148 TOTAL									658,422.59	658,422.59

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CITY OF SARATOGA SPRINGS LIVE
22MAY2

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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 5 148	API A-1522	05/17/2022	W 22MAY2	B 3532			EXPENDITURES		201,918.37	
API E-1522	05/17/2022	W 22MAY2	B 3532				EXPENDITURES		20,438.20	
API F-1522	05/17/2022	W 22MAY2	B 3532				EXPENDITURES		28,257.14	
API G-1522	05/17/2022	W 22MAY2	B 3532				EXPENDITURES		6,841.73	
API H-1522	05/17/2022	W 22MAY2	B 3532				EXPENDITURES		117,264.19	
API Q-1522	05/17/2022	W 22MAY2	B 3532				EXPENDITURES		942.50	
API Y-1522	05/17/2022	W 22MAY2	B 3532				EXPENDITURES		6,450.03	
API A-2980	05/17/2022	W 22MAY2	B 3532				REVENUES		1,710.00	

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CITY OF SARATOGA SPRINGS LIVE
22MAY2

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2022	5	148	05/17/2022			
	A-1521					ENCUMBRANCES		117,979.28
	A-1522					EXPENDITURES	201,918.37	
	A-2600					ACCOUNTS PAYABLE		203,628.37
	A-2963					BUDGETARY FUND BALANCE RES ENC	117,979.28	
	A-2980					REVENUES	1,710.00	
						FUND TOTAL	321,607.65	321,607.65
E	CITY CENTER AUTHORITY	2022	5	148	05/17/2022			
	E-1521					ENCUMBRANCES		12,575.57
	E-1522					EXPENDITURES	20,438.20	
	E-2600					ACCOUNTS PAYABLE		20,438.20
	E-2963					BUDGETARY FUND BALANCE RES ENC	12,575.57	
						FUND TOTAL	33,013.77	33,013.77
F	WATER FUND	2022	5	148	05/17/2022			
	F-1521					ENCUMBRANCES		21,088.30
	F-1522					EXPENDITURES	28,257.14	
	F-2600					ACCOUNTS PAYABLE		28,257.14
	F-2963					BUDGETARY FUND BALANCE RES ENC	21,088.30	
						FUND TOTAL	49,345.44	49,345.44
G	SEWER FUND	2022	5	148	05/17/2022			
	G-1521					ENCUMBRANCES		4,909.80
	G-1522					EXPENDITURES	6,841.73	
	G-2600					ACCOUNTS PAYABLE		6,841.73
	G-2963					BUDGETARY FUND BALANCE RES ENC	4,909.80	
						FUND TOTAL	11,751.53	11,751.53
H	CAPITAL PROJECTS FUND	2022	5	148	05/17/2022			
	H-1521					ENCUMBRANCES		117,264.19
	H-1522					EXPENDITURES	117,264.19	
	H-2600					ACCOUNTS PAYABLE		117,264.19
	H-2963					BUDGETARY FUND BALANCE RES ENC	117,264.19	
						FUND TOTAL	234,528.38	234,528.38
Q	WEST AVE SPECIAL ASSESSMENT DI	2022	5	148	05/17/2022			
	Q-1522					EXPENDITURES	942.50	
	Q-2600					ACCOUNTS PAYABLE		942.50
						FUND TOTAL	942.50	942.50
Y	COMMUNITY DEVELOPMENT FUND	2022	5	148	05/17/2022			
	Y-1522					EXPENDITURES	6,450.03	

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CITY OF SARATOGA SPRINGS LIVE
22MAY2

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
Y-2600				ACCOUNTS PAYABLE		6,450.03
				FUND TOTAL	6,450.03	6,450.03

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

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.”

NSA SS
5580
SER/003

CNRMA
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Ser N5
14 FEB 2022

MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMNADER, NAVY REGION MID-ATLANTIC
AND
COMMANDING OFFICER, NAVAL SUPPORT ACTIVITY
SARATOGA SPRINGS
AND
THE CITY OF SARATOGA SPRINGS

Subj: MEMORANDUM OF UNDERSTANDING FOR CITY OF SARATOGA SPRINGS TO
PROVIDE LAW ENFORCEMENT, FIRE AND EMERGENCY PROTECTION TO NSA
SARATOGA SPRINGS

1. Background. The Department of the Navy, acting through Commanding Officer, Naval Support Activity (NAVSUPACT) Saratoga Springs maintains property within the city of Saratoga Springs, New York (The City). The properties on which these areas are located are proprietary jurisdiction. The responsibility for the safety and security of personnel and property in these areas is the joint responsibility of both NAVSUPACT Saratoga Springs and the City. There is a need to delineate the responsibilities of the City and NAVSUPACT in providing law enforcement, fire and security services to Navy personnel, dependents, contractors, DOD civilians, visitors and U.S. Government assets within their jurisdiction.

2. Purpose. The purpose of this Memorandum of Understanding between the City of Saratoga Springs (the City) and Naval Support Activity, Saratoga Springs, New York (the Navy) is to mutually establish acceptable procedures which will provide for effective law enforcement, fire and emergency protection for Navy property located off Route 29 at 19 J. F. King Drive in Saratoga Springs, New York.

3. Expectations and Requirements.

a. WHEREAS, the entire area of real estate owned by the United States Navy remains proprietary jurisdiction, NAVSUPACT SARATOGA SPRINGS shall:

(1) Call 9-1-1 to report an emergency and provide all applicable and pertinent information to the dispatcher.

(2) Permit personnel from the Saratoga Springs Police and Fire Departments to access property delineated in Attachment A for the purpose of enforcing the laws of the State of New York and City of Saratoga Springs and providing emergency services.

(3) Cooperate with the Saratoga Springs Police in all matters of law enforcement affecting the safety and security of personnel and property under Navy control within the City, particularly in the exchange of information helpful for both parties to execute their official duties.

Subj: MEMORANDUM OF UNDERSTANDING FOR CITY OF SARATOGA SPRINGS TO
PROVIDE LAW ENFORCEMENT, FIRE AND EMERGENCY PROTECTION TO NSA
SARATOGA SPRINGS

(4) Cooperate with the Saratoga Springs Fire Department in all matters affecting the safety and of personnel and property under Navy control within the City, particularly in the exchange of information helpful for both parties to execute their official duties.

(5) Promptly notify the Saratoga Springs Police and Fire Departments if there is a need to discuss any issues or problems that require the attention of the City.

(6) Understand that in the event of concurrent requests for services in the community, priority response will be determined solely by the City of Saratoga Springs.

b. The City Shall:

(1) Respond to 9-1-1 calls, or notifications from third party alarm monitoring services (e.g. ADT), that originate from property as delineated in Attachment A.

(2) Retain the right to respond to any incident requiring police involvement from the City police department, regardless of the seriousness or severity of the incident.

(3) Have sole authority in investigations, arrest, and all law enforcement activities on all property as delineated in Attachment A.

(4) Provide fire and emergency medical support to the installation as requested.

(5) Not seek reimbursement from NAVSUPACT to recover financial costs incurred as a result of providing police support to NAVSUPACT.

(6) Communicate with NAVSUPACT all matters of law enforcement, fire and emergency services affecting the safety and security of personnel and property delineated in Attachment A within the City, particularly in the exchange of information helpful for both parties to execute their official duties. Any dissemination of information shall be completed in accordance with applicable state and federal laws and regulations.

(7) Promptly notify the Commanding Officer or senior Officer in Charge of NAVSUPACT (518-886-0200 extension 106) if there is a need to discuss any issues or problems that require the attention of NAVSUPACT.

4. Points of Contact

a. NSA Saratoga Springs

Subj: MEMORANDUM OF UNDERSTANDING FOR CITY OF SARATOGA SPRINGS TO
PROVIDE LAW ENFORCEMENT, FIRE AND EMERGENCY PROTECTION TO NSA
SARATOGA SPRINGS

LT Tucker S. Bonow
518-886-0200 x120
Tucker.bonow@navy.mil

b. City of Saratoga Springs

Susanna A. Combs
518-587-3550 x2520

susanna.combs@saratoga-springs.org

OFFICE OF THE MAYOR
474 Broadway
STE 11

Saratoga Springs, NY 12866

518-587-3550 Ext 2520

5. Review. This agreement will be reviewed every 5 years.
6. Funds and Manpower. This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision of this MOU will be interpreted to require obligation or payment of funds.
7. Modification and Termination. This agreement may be modified only through the written agreement of all parties. Any party may terminate this agreement. A written notice of termination must be delivered 60 days prior to the termination date in order for such termination to be effective.
8. Effective Date. This agreement is effective upon the date of the last signature and will remain in effect for 10 years.
9. Signatures. IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have affixed their signatures hereto in recognition of their acceptance of the terms and conditions, responsibilities, and obligations set forth herein.

R. KIM
City Mayor
Saratoga Springs, New York

V. J. DELEONARDIS Anthony J. Izzo
City Attorney
Saratoga Springs, New York

R. J. GAMICCHIA
Commander, USN
Commanding Officer

J. A. HELLER 14 Feb 2022
Executive Director
Navy Region Mid-Atlantic

Attachment:
As stated



A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NY

WHEREAS, Title 8 of the Saratoga Springs City Charter, entitled “Legal Matters”, establishes how the City shall conduct its legal affairs; and

WHEREAS, Title 8 expressly mandates that “The City Attorney shall serve as general legal advisor and shall be responsible for providing legal services and guidance to the City and all its departments and entities”; and

WHEREAS, Title 8 also requires that “...the City Attorney shall maintain regular and updated records...”: and

WHEREAS, Title 8 expressly provides that the City Attorney “shall report to the Council on the progress of all legal matters conducted by or on behalf of the City, as required...”; and

WHEREAS, the City Attorney is appointed to exercise independent legal judgment under the supervision of the Mayor’s office; and

WHEREAS, Title 8 does not expressly or impliedly reserve any authority or role in the conducting, supervising or reviewing of legal matters to any other City employee; and

WHEREAS, Title 8 provides that “The Council may, from time to time, engage legal professionals to provide additional legal service to the City or to any department or entity”; and

WHEREAS, Title 8 also provides that “Contracts with all such legal professionals shall be reviewed and approved by the Council”; and

WHEREAS, the proper handling of all legal matters, including litigation by the City in a manner that preserves and protects the City’s attorney-client privilege is a matter of great importance. This Council finds that it is in the public interest to establish specific mandatory directives for seeking and retaining legal counsel (“outside counsel”) and handling documents involved in all legal matters including litigation,

NOW, THEREFORE, BE IT RESOLVED that this Council directs that the City Attorney, and the staff of the City Attorney’s Office, as well as such other persons or entities that the Mayor, in his/her capacity as supervisor of the City Attorney’s office, may assign from time to time to assist the City Attorney provided such assignment does not compromise the City’s attorney/client privilege, SHALL:

1. Be the sole custodian of all records, documents and information referring or relating to legal matters and/or litigation which the City Attorney and/or outside counsel have determined are relevant to the legal matter and/or litigation.
2. Consistent with the preservation of the attorney/client privilege, coordinate all consultations with outside counsel retained by the City, or assigned on behalf of the City by an entity providing insurance coverage to the City.
3. Consistent with the preservation of the attorney/client privilege, authorize the distribution of records, documents and information regarding legal matters and litigation to outside counsel.
4. Consistent with the preservation of the attorney/client privilege, authorize the distribution of any documents and information to any City departments and/or City staff authorized by the Mayor's office to assist in a legal matter and/or litigation.
5. Keep records of all distributions of litigation records, documents and information to all authorized persons and entities for review by the Mayor and/or the City Council.

AND BE IT FURTHER RESOLVED, that it shall be the duty of all City officials and employees, as well as retained or assigned legal professionals, to comply with the directives in this resolution, promptly provide any records, documentation, or information regarding a legal matter and/or litigation that may come into their possession to the City Attorney.

DATED:

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK

Youth Service Project Agreement
Minor Contract

THIS AGREEMENT, made this _____ day of _____, 2022 BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY)

-and-

City of Saratoga Springs, a municipal corporation of the State of New York, with offices at City Hall, 474 Broadway, Saratoga Springs, New York 12866 (MUNICIPALITY)

RECITALS

- A. The MUNICIPALITY conducts a supervised program for area youth.
- B. The MUNICIPALITY and the COUNTY wish to operate a youth development program project.
- C. All references herein to "OCFS" shall be read to mean the New York State Office of Children and Family Services.
- D. The County is eligible for possible OCFS reimbursement for sponsoring such projects.

NOW THEREFORE, the parties agree that:

- 1. The COUNTY will sponsor the MUNICIPALITY's youth service project and pay the MUNICIPALITY a sum not to exceed \$6,825.00. The actual payment by the County to the Agency is contingent upon the final approval of state aid.
- 2. The MUNICIPALITY agrees to operate a youth service project from January 1, 2022 – December 31, 2022, as outlined in its COUNTY approved "Individual Program Application" for the Youth Services program, at a cost not to exceed "OCFS Funds Requested" \$6,825.00. The terms and conditions of such application are expressly incorporated herein.
- 3. The COUNTY's payment is a reimbursement and conditioned upon the MUNICIPALITY's timely submission of reports, vouchers, time sheets and/or other documents required by the COUNTY, OCFS or the Comptroller.
- 4. The MUNICIPALITY shall pay the COUNTY's non-reimbursable costs for its sponsorship of the MUNICIPALITY's program.
- 5. The MUNICIPALITY agrees to submit an annual program report to the COUNTY. MUNICIPALITY delays may result in nonpayment of its vouchers. The MUNICIPALITY will maintain separate and complete fiscal accounts, records and reports for the program and turn them over to the COUNTY upon demand and/or at the

conclusion of the program. MUNICIPALITY also agrees to allow OCFS, or its representatives, to take possession of all books, records and documents relating to this program.

6. The MUNICIPALITY agrees to maintain its program accounts for the program in accordance with generally accepted accounting principles.
7. The MUNICIPALITY hereby authorizes the COUNTY, the local Department of Aging and Youth, the local youth boards, and OCFS or their authorized representatives, to make fiscal audits of MUNICIPALITY accounts relating to the program, review program activity, examine and copy all records and reports for the program.
8. The MUNICIPALITY agrees to operate its program in compliance with all applicable laws, rules, and regulations, including the State Youth Commission Act.
9. The MUNICIPALITY agrees that no person shall, on the grounds of race, color, religion, sex, or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any MUNICIPALITY program or activity by the MUNICIPALITY. The MUNICIPALITY will abide by and comply with all state and federal laws concerning discrimination and equal opportunity.
10. The COUNTY's Department of Aging and Youth is also responsible for the fiscal accountability, monitoring, and evaluation of the project. The COUNTY is hereby authorized to monitor each program including but not limited to, actual program activity and the preparation of progress reports and evaluations. The MUNICIPALITY shall be responsible for self-monitoring required by the COUNTY.
11. MUNICIPALITY shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the MUNICIPALITY, any person, employed by the MUNICIPALITY, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the program. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.
12. MUNICIPALITY shall provide the COUNTY with proof of general liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/per occurrence and \$2,000,000 in the aggregate and shall be subject to the approval of the County Attorney. The insurance certificate provided by MUNICIPALITY must also name the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020 as additional insured and the MUNICIPALITY shall provide the COUNTY with proof of such additional insured status in the form of an Additional Insured Endorsement Rider or other proof acceptable to County. The COUNTY reserves the right to reject any coverage not in conformance with these requirements.
13. In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, MUNICIPALITY

shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and the MUNICIPALITY shall promptly pay or cause to be paid all premiums due thereon.

14. In the event MUNICIPALITY receives notice of cancellation of said insurance, MUNICIPALITY shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours or faxed to the Saratoga County Attorney at (518) 884-4720. MUNICIPALITY shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of the MUNICIPALITY'S receipt of said notice of cancellation of MUNICIPALITY'S insurance.
15. Any failure by the MUNICIPALITY to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the COUNTY may, at its option, terminate this agreement upon written notice to the MUNICIPALITY.
16. The above insurance is not, and shall not be construed as, a limitation upon MUNICIPALITY'S obligation to indemnify the COUNTY.
17. This Agreement shall be void and of no effect unless throughout the term of this Agreement MUNICIPALITY complies with the mandatory coverage requirements of the Workers' Compensation Law by continuing in its participation in the County's Self Insurance Plan. In the event the MUNICIPALITY should discontinue its participation in the County's Self-Insurance Plan, the MUNICIPALITY will provide COUNTY with proof of Workers' Compensation Insurance Coverage through another provider.
18. MUNICIPALITY personnel will operate the youth development program project.
19. The MUNICIPALITY agrees to record the specific client information requested by the COUNTY.
20. If the project is ended before December 31, 2022, the MUNICIPALITY will:
 - a. Incur no further obligation beyond the termination date.
 - b. Within 30 days, submit full report of receipts and expenditures of funds and program activities, accomplishments, and obstacles encountered relating to this agreement.
21. The COUNTY may terminate this agreement upon 30 days written notice to the MUNICIPALITY. Notice shall be sent by ordinary mail or certified mail return receipt requested addressed to the MUNICIPALITY at the above address or any other address as the MUNICIPALITY shall specify in writing.
22. The MUNICIPALITY acknowledges and agrees that, in the event of program termination, any equipment purchased with OCFS funds pursuant to this agreement shall revert to and be turned over by MUNICIPALITY to the COUNTY.

23. The MUNICIPALITY is prohibited from assigning or transferring any interest herein without prior COUNTY approval.
24. Notwithstanding any other provision hereof, the MUNICIPALITY's relationship to the COUNTY shall be that of an independent contractor. MUNICIPALITY is not a COUNTY agent or employee and shall not so represent itself to any third party. MUNICIPALITY employees are not entitled to any COUNTY benefits.
25. The MUNICIPALITY agrees that no funds received pursuant to this agreement will be used for sectarian purposes or to further the advancement of any religion.
26. The MUNICIPALITY agrees that if it is, or deemed to be a religious or denominational institution or organization, or an organization operated for a religious purpose which is supervised or controlled by or in connection with a religious or denominational institution or organization, in providing services hereunder, it will:
 - a. Not discriminate against any employee or applicant for employment on the basis of religion and will not limit or give preference in employment to persons on the basis of religion;
 - b. Not discriminate against any youth seeking to participate or participating in any program or activity of this agreement and will not limit the programs and activities or give preference to persons on the basis of religion.
 - c. Provide no religious instruction or counseling. Conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under any agreement with OCFS.
27. The MUNICIPALITY shall ensure that the grounds, structure, building, and furnishings at the program site are maintained in good repair, free from any danger to health and safety and comply with all applicable laws, codes, rules and regulations.
28. Funding for this agreement is contingent upon re-appropriation of such funds to OCFS for operation of programs designed to prevent juvenile delinquency and promote youth development. If funds are not re-appropriated for this purpose, or if the full amount anticipated by OCFS and/or the COUNTY is not available, then this agreement may be terminated or the amount payable to the MUNICIPALITY reduced at the discretion of OCFS and/or the COUNTY.
29. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted and, it through mistake or otherwise, such provision is not inserted, then upon the application of either party, this agreement shall be amended forthwith to make such insertion.
30. The law of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Venue of any legal action shall be Saratoga County, New York, and action must be commenced in the Saratoga County Court.
31. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.

32. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.
33. This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

APPROVED AS TO

COUNTY OF SARATOGA

FORM AND CONTENT:

By: _____
County Attorney

By: _____
Steven J. Bulger,
County Administrator
Pursuant to Resolution: 204-2015

Date: _____

City of Saratoga Springs

By: _____
_____(name)
_____(title)

Federal EIN

Date: _____

COUNTY OF SARATOGA

REQUEST FOR MINOR CONTRACT

(maximum \$15,000 for services rendered after October 20, 2015)

TO: COUNTY ADMINISTRATOR

DATE: 03/21/2022

I hereby request approval for the following described minor contract (please attach to this Request any written proposal or quote received, whether by letter, email, proposed contract, etc.):

AMOUNT : \$ 6,825.00

TERM: 1/1/2022-12/31/2022

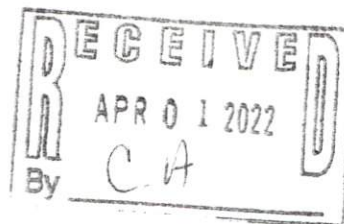
VENDOR : City of Saratoga Springs (AGENCY)

(Identify exact business entity, whether corporation, LLC, partnership, d/b/a, etc. List both entities of a d/b/a.)

ADDRESS: City Hall, 474 Broadway

Saratoga Springs, NY 12866

Vendor # 200482



SERVICES TO BE PROVIDED TO COUNTY:

QYDS program # 92508-Recreation Commission. The AGENCY conducts a supervised program for area youth as outlined in its COUNTY approved "Individual Program Application" for the purpose of providing positive youth development and/or juvenile delinquency prevention and reports outcomes according to NYS Office of Children and Family Services (OCFS) requirements for reimbursement.

REASON FOR REQUEST:

To appropriate Youth Development Program Funding received from NYS Office of Children and Family Services (OCFS) for the purpose of providing positive youth development and/or juvenile delinquency prevention programming to the youth of Saratoga County.

BUDGET ACCOUNT TO BE USED: A.76.771.7733

COMMENTS:

The COUNTY's payment is a reimbursement and conditioned upon the AGENCY's timely submission of annual reports, vouchers, time sheets and/or other documents required by the COUNTY, OCFS or the Comptroller.

IF WAIVER OF INSURANCE REQUESTED, PLEASE EXPLAIN:

DEPARTMENT: Dept. of Aging and Youth


(SIGNATURE OF DEPARTMENT HEAD)

APPROVED: 4/1/2022

Date


COUNTY ADMINISTRATOR

THIS REQUEST IS PART OF THE AGREEMENT AND MUST REMAIN ATTACHED

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amsure 31 Church Street - 4th Floor PO Box 336 Saratoga Springs, NY 12866	CONTACT NAME: Ann Maher PHONE (A/C, No, Ext): 518 584-5300 FAX (A/C, No): 518 584-7306 E-MAIL ADDRESS: AMaher@amsureins.com														
INSURED City of Saratoga Springs Office of Risk & Safety; 474 Broadway Saratoga Springs, NY 12866	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1567 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1437 483">INSURER A : Travelers Indemnity Company</td> <td data-bbox="1437 453 1567 483">25658</td> </tr> <tr> <td data-bbox="816 483 1437 512">INSURER B : Travelers P&C Co. of America</td> <td data-bbox="1437 483 1567 512">25674</td> </tr> <tr> <td data-bbox="816 512 1437 541">INSURER C : Travelers Casualty & Surety Company</td> <td data-bbox="1437 512 1567 541">19038</td> </tr> <tr> <td data-bbox="816 541 1437 571">INSURER D :</td> <td data-bbox="1437 541 1567 571"></td> </tr> <tr> <td data-bbox="816 571 1437 600">INSURER E :</td> <td data-bbox="1437 571 1567 600"></td> </tr> <tr> <td data-bbox="816 600 1437 632">INSURER F :</td> <td data-bbox="1437 600 1567 632"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25658	INSURER B : Travelers P&C Co. of America	25674	INSURER C : Travelers Casualty & Surety Company	19038	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:25000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP21N62521	01/01/2022	01/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8104F268202	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			ZUP61M48349	01/01/2022	01/01/2023	EACH OCCURRENCE \$12,000,000 AGGREGATE \$12,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Commercial Prop			6305G521961	01/01/2022	01/01/2023	Blkt RC \$105,746,310
C	Crime			106427789	01/01/2022	01/01/2025	\$500,000 / \$5,000 ded.
B	Leased/Rented Equ			6305G521961	01/01/2022	01/01/2023	\$500,000 spec inc theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Youth Service Project Agreement

Certificate Holder is named as additional insured with respects to the General Liability, Automobile and Umbrella coverages when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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 this 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. 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.

- | | |
|--|--|
| <p>A. Owned Watercraft - 25 Feet Long Or Less</p> <p>B. Who Is An Insured - Public Entities, Elected Or Appointed Officials, And Members Of Your Boards</p> <p>C. Who Is An Insured - Employees And Volunteer Workers</p> <p>D. Who Is An Insured - Owners, Managers Or Lessors Of Premises</p> <p>E. Who Is An Insured - Lessors Of Leased Equipment</p> | <p>F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>G. Knowledge And Notice Of Occurrence Or Offense</p> <p>H. Blanket Waiver Of Subrogation</p> <p>I. Contractual Liability - Railroads</p> <p>J. Damage To Premises Rented To You</p> |
|--|--|

PROVISIONS

A. OWNED WATERCRAFT - 25 FEET LONG OR LESS

1. The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to a watercraft you own that is:

- (a) 25 feet long or less; and
 - (b) Not being used to carry any person or property for a charge.
2. The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED**:
- Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you own that is:
- (1) 25 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - PUBLIC ENTITIES, ELECTED OR APPOINTED OFFICIALS, AND MEMBERS OF YOUR BOARDS

1. The following is added to Paragraph 1. of **SECTION II - WHO IS AN INSURED**:

If you are designated in the Declarations as a public entity, you are an insured. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards". However, none of these officials, "executive officers", directors or members are insureds for:

- a. "Bodily injury" or "personal injury":
 - (1) To you or to any of your "employees" while in the course of his or her employment or performing duties related to the conduct of your business or to any of your "volunteer workers" while

COMMERCIAL GENERAL LIABILITY

performing duties related to the conduct of your business;

- (2) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of Paragraph a.(1) above;
- (3) To any fellow elected or appointed official, "executive officer" or director, or fellow member of "your boards";
- (4) To the spouse, child, parent, brother or sister of that fellow official, "executive officer", director or member as a consequence of Paragraph a.(3) above; or
- (5) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a.(1), (2), (3) or (4) above.

Unless you are in the business or occupation of providing "professional health care services", Paragraphs a.(1), (2), (3), (4) and (5) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (1) First aid by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a doctor, nurse, nursing assistant, physician assistant, dental hygienist or assistant, optometrist, emergency medical technician, paramedic, coroner, physical therapist or physical therapy assistant, speech-language pathologist or speech therapy assistant, occupational therapist or occupational therapy assistant, psychologist, counselor, therapist, social worker or other health care professional; or
- (2) "Good Samaritan services" by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a doctor or nurse.

Any such elected or appointed officials, "executive officers" or directors 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 duties for you. Any such members of "your boards" providing or failing to provide first aid or "Good Samaritan services" during their work hours for "your boards" will be deemed to be acting within the scope of their duties for you or "your boards".

b. "Property damage" to property:

- (1) Owned, occupied or used by;
- (2) 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", or that official, "executive officer", director or member.

Any of your lawfully elected or appointed officials, "executive officers", directors or members of "your boards" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their duties for you.

2. The following replaces the first sentence of Paragraph 1.d. of SECTION II – WHO IS AN INSURED:

An organization other than a public entity, partnership, joint venture or limited liability company, you are an insured.

3. The following is added to the DEFINITIONS Section:

"Indian tribe" means a tribe, band, pueblo, village or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

- a. The United States of America; or
- b. Any state in the United States of America.

"Joint powers authority" means any organization formed by two or more public entities, or by a public entity and one or more "Indian tribes", that have agreed in a contract or agreement to jointly exercise any power common to them.

"Your boards":

- a. Means any board, commission, or other governmental unit or department that:

- (1) Is under your jurisdiction; and
- (2) Is funded and operated as part of your total operating budget.

b. Does not include any "joint powers authority".

C. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS

1. The following replaces the first sentence of Paragraph 2.a. of **SECTION II - WHO IS AN INSURED:**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a public entity, 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.

2. The following is added to Paragraph 2.a. of **SECTION II - WHO IS AN INSURED:**

Any of your "employees" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

D. WHO IS AN INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

The following replaces Paragraph 4. of **SECTION II - WHO IS AN INSURED:**

4. Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of the ownership, maintenance or use of that part of any premises leased or loaned to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or
- b. Structural alterations, new construction or demolition

operations performed by or on behalf of such premises owner, manager or lessor.

E. WHO IS AN INSURED - LESSORS OF LEASED EQUIPMENT

The following replaces Paragraph 5. of **SECTION II - WHO IS AN INSURED:**

5. Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.



G. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following replaces Paragraphs 2.e.(1) and 2.e.(2) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your lawfully elected or appointed officials, "executive officers" or directors (if you are a public entity), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a public entity, partnership, joint venture or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A lawfully elected or appointed official, executive officer or director of any public entity;
 - (ii) A partner or member of any partnership or joint venture;
 - (iii) A manager of any limited liability company;
 - (iv) An executive officer or director of any other organization; or
 - (v) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or

- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

H. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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 such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

I. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

J. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

Civil Service Law, Section 22: Certification for positions. Before any new position in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such existing position reclassified only with the title approved and certified by the commission. Effective 1978

New Position Duties Statement

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit.

Forward one typed copy to this Commission.

1. Department Recreation	Bureau, Division, Unit or Section City of Saratoga Springs	Location of Position Saratoga Springs Recreation Dept
-------------------------------------	---	--

2. Description of Duties: These duties involve the responsibility for assisting in planning, directing and implementing recreation programs for the City. Work is performed under the direct supervision of the Administrative Director(s) of Recreation with leeway allowed to exercise independent judgment in carrying out detail of work. Supervision is exercised over any technical and clerical staff whether on a full time, seasonal, or part time basis involved in recreation programs and activities.

Proposed Job Title: Program Director

Percent of Work Time	Job Duty
	<p><i>The duties listed are intended only as illustrations of the various types of work performed. The omission of specified statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position</i></p> <p>Program Director has direct supervision over Program Coordinator(s) and supplemental Rec program staff;</p> <p>Assists the Recreation Director(s) in developing, planning, organizing and directing the recreational programs, summer camps and clinics and promotes special activities or events;</p> <p>Assists the Recreation Director(s) and Coaches in registering and assigning teams, referees and volunteers to work in certain recreational or athletic programs;</p> <p>Coordinates with and assists the Recreation Director(s) and summer camp director in the training of camp counselors; in developing and monitoring the summer camp program needs; insure compliance with Department of Health, Civil Service and Risk and Safety requirements;</p> <p>Assists in planning and development of long-range recreation programs;</p> <p>Ensures all program related information is entered into software applications for promotion and program registration</p> <p>Recommends requisition of equipment and supplies and provides for storage of materials;</p> <p>Participates in the preparation of program work plan, program budget and revenue estimates for a specific recreational program and research of potential grant fund available;</p> <p>Manages and participates in the collection of funds for program activities and issuance of receipts;</p> <p>Ensures that all programs are adequately supervised;</p> <p>Oversees scheduling of recreation programs at the recreation facilities and/or athletic fields;</p> <p>Schedules and attends program committee meetings and assists in the preparation of the agenda; attends all seminars conducted by the Saratoga County Youth Bureau and other recreation/youth agencies; assists facility committees with the needs at each location: East, North and West sides; gaming and racing location, recreation center;</p> <p>Prepares a variety of written reports and records.</p> <p>Advises Rec Director(s) of equipment needs and recommends purchases;</p> <p>Exercises supervision of Program Coordinator(s), Recreation Program staff and volunteers</p> <p>May train Recreation staff as needed;</p> <p>Assists with promotion of recreation programs by conducting public relation activities such as, but not limited to,</p>

creating brochures, fliers, press releases, and social media content, updating marquee and bulletin boards, develop and maintain a media contact list, sends announcements in an effort to recruit volunteers and college interns;

Responsible for assisting the Administrative Director(s) in developing and maintaining partnerships in the community;

Makes periodic inspections of recreation facilities, playgrounds and athletic fields to ensure program activities are being carried out properly and that health and safety standards are maintained, submits a written evaluation to the Recreation Director(s);

Evaluates recreation programs throughout the year and conducts a needs assessment of program areas by monitoring enrollment, gathering feedback from coaches, staff, volunteers and participants involved;

(Attach additional sheets if more space is needed)

3. Names and Titles of Persons Supervising this position (General, Direct, Administrative, etc.)

<u>Name</u>	<u>Title</u>	<u>Type of Supervision</u>
Lisa Morahan	Assistant Administrative Director of Recreation	Direct
John Hirliman	Administrative Director of Recreation	Direct
Recreation Commission Members	Recreation Commission	General

4. Names and Titles of Persons Supervised by Employee in this position

<u>Name</u>	<u>Title</u>	<u>Type of Supervision</u>
Brandon Butts	Program Coordinator	Direct
Part Time / Seasonal	Program Staff- Rec Leders, Assistants, etc...	General

5. Names and Titles of Persons doing substantially the same kind and level of work as will be done by the incumbent of this new position

<u>Name</u>	<u>Title</u>	<u>Location of Position</u>
N/A		

6.

Experience: (list amount and type)

A. Graduation from a regionally accredited or New York State registered college or university with a bachelor's degree or higher degree in Public or Business Administration, Recreation and/or Park Management, Physical Education, or a related field and two (2) years of full time paid experience in a position involving recreation or parks management program or a related field included or supplemented by 1 year of supervisory experience; OR

B. Graduation from a regionally accredited or New York State registered college or university with an associates degree in Public or Business Administration, Recreation and/or Park Management, Physical Education, or a related field and four (4) years of full time paid experience in a position involving recreation or parks management program or related field included or supplemented by 1 year of supervisory experience; OR

C. Graduation from high school or possession of a high school equivalency and Six (6) years of full time paid experience in a position involving a recreation or parks management program or related field included or supplemented by 1 year of supervisory experience.

Essential knowledge, skills and abilities:

Good knowledge of the of the policies, procedures, rules and regulations governing the recreational program area assigned; good knowledge of planning and equipping recreation facilities and areas; good knowledge of the Youth Bureau recreational programs, objectives and goals; working knowledge of public information and public relations techniques; ability to plan, organize and promote recreation activities and programs; ability to evaluate the effectiveness of recreational program activities; ability to establish and maintain effective working relationships with others; ability to plan and supervise the work of others; ability to communicate effectively both orally and in writing; ability to analyze and organize data and prepare records and reports; ability to make accurate arithmetic computations; ability to perform close, detail work involving considerable visual effort and concentration; clerical aptitude; integrity, tact and courtesy; computer literacy and the physical condition commensurate with the demands of the position

Type of license or certificate required: N/A

7. The above statements are accurate and complete.

Date:

Title:

Signature:

Certificate of Civil Service Commission

8. In accordance with the provisions of Civil Service Law Section 22, the **City of Saratoga Springs Municipal Civil Service Commission** certifies that the appropriate civil service title for the position described is:

Title: Program Director

Jurisdictional Classification: Competitive

Date:

Signature:

Action by Legislative Body or Other Approving Authority

9. Creation of described position

- ☐ Approved
☐ Disapproved

Date:

Signature:

Return One Completed Copy To Civil Service Commission

May 11, 2022

AN ORDINANCE TO AMEND CHAPTER 61 OF THE CODE OF THE CITY OF
SARATOGA SPRINGS, NY, ENTITLED “ALCOHOLIC BEVERAGES”

BE IT ORDAINED by the City Council of the City of Saratoga Springs, NY, as follows:

SECTION 1: Chapter 61 of the Code of the City of Saratoga Springs, NY, entitled “Alcoholic beverages” is hereby amended to add a new section 61-1.5 as follows:

5. EXCEPTIONS (Effective through December 31, 2024)

The provisions of section 61-1 above shall not be applicable to public places in the following circumstances, provided all licensing and regulatory requirements of the State Liquor Authority are complied with:

- a) Sale, possession and consumption of alcoholic beverages at a temporary outdoor seating area licensed under the provisions of City Code Section 136, Article IVA
- b) Sale, possession and consumption of alcoholic beverages at one or more approved designated areas at an event for which a Special Permit has been issued under the provisions of Chapter 199A of the City Code. Such areas shall be designated on a plan or map submitted with the Special Permit application and shall be separately approved in writing. Such accommodation shall only be made for events sponsored by a charity, not for profit, 501(c)3, or other similar non commercial entity.

SECTION 2: This ordinance shall take effect the day after publication as provided by the City Charter of the City of Saratoga Springs, NY.

ADOPTED:

Ayes Nays

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NY

By: Dillon Moran, City Clerk

RESOLUTION

WHEREAS, it is desirable to have the City of Saratoga Springs select one or more official newspapers; and

WHEREAS, the Times Union is the paper with the highest daily circulation in and around the City of Saratoga Springs.

NOW THEREFORE BE IT RESOLVED, that the Times Union is the official newspaper for the City of Saratoga Springs.

Approved:

Date:



City of Saratoga Springs, NY Contract

City Project Number: 0580228867 City Project Name: Digitization and Access Design Review Commission Case Files
City Department: Accounts Department Contact Person: Nancy Wagner City Ext. 2617
Company Name: New York State Industries for the Disabled
Company Address: 11 Columbia Circle Drive, Albany NY 12203-5156
Company Telephone No.: 518-463-9706 Company Fax No.: 518-455-0345
Vendor and/or Service Provider Primary Contact: Eric Burke (518-708-7453) Title: Account Representative
Primary Contact Email: EBurke@nysid.org
Service to be Provided: Scanning of paper records: Design Review Commission Case Files
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 scanning paper records: DRC case files, the Vendor and/or Service Provider submitted proposals dated 4/14/2022 (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/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed **thirty-nine thousand two hundred and six dollars and sixty cents (\$39,206.60)**, 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 Accounts 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 Eric S. Burke. 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 Accounts, 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: NYSID 11 Columbia Circle Drive Albany NY 12203-5156 Attn: Meredith Hartman
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 /Privacy Liability Insurance:** Two Million Dollars per occurrence aggregate. This insurance shall include coverage for Privacy Notification Expenses, Third Party claims including regulatory defense & payment of fines or penalties, and First Party claims including Data Recovery Costs, Cyber Extortion, and data in the care, custody and control of the insured;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Technology Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to **Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866**, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.

14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and

annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and 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.

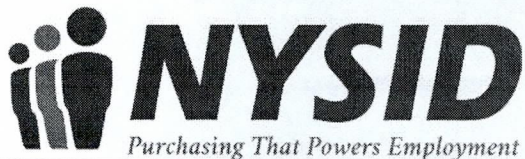
All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: _____ Date: _____

Print Name: _____ Title: _____

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Ron Kim Title: Mayor City Council Approval Date: _____



Partnership Request for Price Concurrence

Date Sent:	<u>May 11, 2022</u>	PLEASE UPDATE INFORMATION IF NEEDED			
Contracting Agency:	<u>City of Saratoga Springs</u>				
Customer Contact:	<u>Nancy Wagner</u>				
Job Title:	<u>Records Manager</u>				
Street Address:	<u>474 Broadway</u>				
City, State Zip:	<u>Saratoga Springs, NY 12866</u>				
Phone:	<u>518-232-8507</u>	Fax:		E-Mail:	<u>nancy.wagner@saratoga-springs.org</u>

Member Agency:	<u>Rehabilitation Support Services</u>
Corporate Partner:	<u>Image Data</u>
Description:	<u>Data Imaging Services</u>
Location:	<u>Albany</u>
	Imaging of an estimated 99,000 documents equal to or less than 11x17 @ \$0.182/image = \$18,018.00 Imaging of an estimated 8,480 large documents (>11x17) @ \$1.86/image - \$15,772.80 Imaging of an estimated 100 large color documents (>11x17) @ \$3.28/image - \$328.00 Indexing of an estimated 89,100 units done @ \$0.01/unit = \$891.00 Re-Assembly of an estimated 107,480 units done @ \$0.035/unit = \$3,761.80 2 pick-ups of files @ \$145.00 = \$290.00 1 return delivery of files @ \$145.00
Proposed Price	<u>Estimated Total: \$39,206.60</u>
If a Renewal, Current Contract #	<u></u>
Proposed Term:	<u>5/1/2022 – 4/30/2023</u>

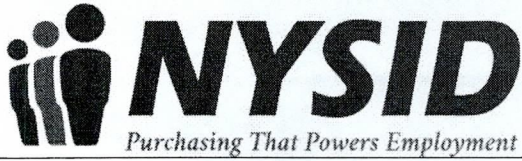
This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested a cost analysis can be provided for your review documenting the proposed cost of service.

Please Note: All contracts with Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules. All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule

Contract Notes:

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.	E-mail: <u>eburke@nysid.org</u>
ATTN: Eric Burke	Phone: <u>(518)-708-7453</u>
11 Columbia Circle Drive	Ext.: <u>239</u>
Albany, NY 12203-5156	Fax: <u></u>



Partnership Request for Price Concurrence

NYSID Account Representative
Eric Burke

Authorized Signature:

Printed Name:

Job Title:

Date:

Nancy L. Wagner
Nancy L. Wagner
Records Retention Coordinator
5/11/2022



See attached documents in lieu of signed form.



**Record Scanning Services
For
City of Saratoga Springs, NY
Design and Review Commission**

Submitted Date: April 14, 2022

**Submitted By: Laurie Green
Senior Account Executive
Image Data, Inc.
(518) 862-2740
lgreen@imgdata.com**

Statement of Services

Scope of Work

1.0 OBJECTIVE

The objective of this proposal is to provide preparation and scanning of the Design and Review Commission case files from 2000 forward to the most current non-digitized file for the City of Saratoga Springs, NY. The project will be converted in our Albany, New York production facility according to the requirements detailed in this Statement of Work.

Image Data, Inc. (IDI) will work closely with the designated representatives from the City of Saratoga Springs throughout the term of this project to provide for a smooth, timely, confidential and successful partnership.

2.0 SUMMARY of CONTENTS

The following sections are included in this SOW:

- Production Contacts
- Pickup and Delivery
- Document Preparation
- Conversion Services
- Directory Naming
- Transmission of Images
- Image Retrievals
- Facility, Production and QC Overview
- Pricing Schedules

3.0 PRODUCTION CONTACTS

The conversion will be managed by a team consisting of the following Image Data individuals, who will be responsible for completion of production activities.

- | | |
|--------------------------|--------------------|
| 1. Kara Heniges | Operations Manager |
| (518) 862-2740 ext. 1030 | |
| 2. Ken Major | Director of IT |
| (518) 862-2740 ext. 1023 | |
| 3. Laurie Green | Account Executive |
| (518) 862-2740 ext. 1024 | |

4.0 PROJECT PICKUP AND DELIVERY SCHEDULES

The City of Saratoga Springs will box all records for pick-up by IDI driver. Contents will be delivered IDI's production facility in Albany. Shipment dates, schedules and volume of boxes to be determined.

Based upon the supplied image volumes, on average, IDI anticipates the production time on a typical pick-up to be 120 to 180 days from the date of pick-up.

5.0 DOCUMENT PREPARATION

Document preparation will be needed to unfold documents, remove staples, paperclips, and /or rubber bands from documents prior to scanning and will be completed by IDI. Taping of any torn paper would need to be completed to make the documents scan ready.

6.0 CONVERSION SERVICES

- Small format documents will be scanned on high speed scanners to multi page 300 DPI color TIFF files
- Large format documents with color will be scanned in color
- Large format plans within a folder can be grouped and moved to the end of the folder and scanned together
- IDI will separate plans into subfolder called "Plans"
- Backs of plans will not be scanned
- Photos will be scanned in color and can go at the end of the file
- Items will be placed back into folder/envelope after scanning
- Do not scan sticky notes—set aside and return to City of Saratoga Springs

Image Data is not able to improve the quality of a poor original. If poor quality originals are found, a "Best Image Available" document may be scanned prior to the original imaged document.

7.0 INDEXING/FILE NAMING

Indexing for documents in file folders will be as follows:

Each box will be titled following the label on that box which will have the year followed by the span of project numbers in the box (for example 2017.001-2017.066) then the files inside will be individually scanned with indexing as follows:

- project number
- street address with the street type (Lane, Avenue, Boulevard. Street) abbreviated with no punctuation
- followed by the property ID number (SBL).
- Above indexing fields will be found on folder tab

8.0 TRANSMISSION OF IMAGES

IDI will send the images SFTP on an ongoing basis. IDI will securely transmit images for processing and Password Protect to ensure data safety.

9.0 IMAGE RETRIEVALS DURING PRODUCTION

While records are at IDI during production, a process will be determined for easy access to the images when requested. Requests by Authorized Representatives from the City of Saratoga Springs can be made via email and delivered via email and will be returned within a maximum of 72 hours or less from the receipt of the request.

The cost to retrieve would be \$17.00 per retrieval plus the imaging fee.

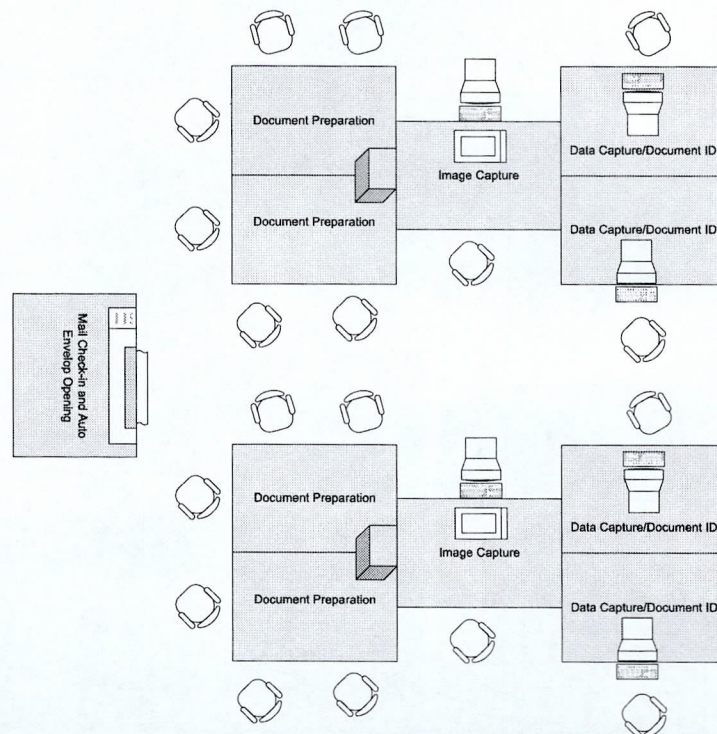
10.0 PRODUCTION AND QUALITY CONTROL (QC) OVERVIEW

Lean Sigma Cells

All Image Data centers operate in a Lean Sigma Cell design. This design ensures efficiency by eliminating delays in any work queue. Work is not stacked or bottlenecked with the possibility that errors may be contained in an over produced work station. With this workflow design, all elements are synchronized to maximize a daily throughput rate by balancing and managing workloads at each station of the cell. The error prone design of separating prep/imaging/index/document identification within different areas of the room is not utilized by Image Data. Errors are virtually eliminated by employees working side-by-side to ensure that process or product deficiencies are reported to the previous station. This flow enables the Lean Cell to find and correct deficiencies instantly, ensuring that the correction is made at the time of occurrence. In addition, our Lean Sigma work cells process the information in smaller batches, resulting in faster net throughput times. Fast processing times promote the turnaround times required and ensures quality assurance checks continue to be completed in conjunction with deliverable times. Image Data will create a lean cell for each unique task order under this agreement.

Lean Sigma continuously improves overall production and eliminates errors resulting in providing the City of Saratoga Springs higher quality images and data with the highest accuracy levels and at the same time lowering overall costs to our clients.

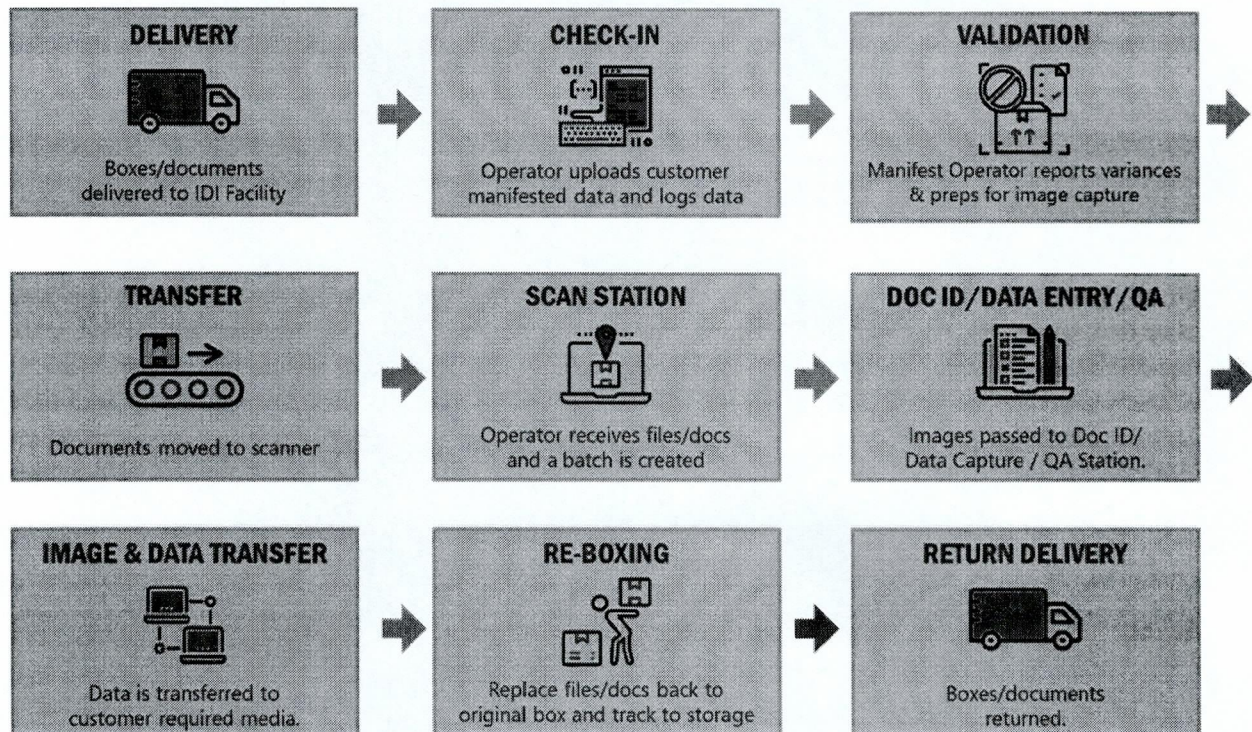
Sample Lean Cell Design



Production Planning and Process Control Activities

The Production phase commences with the transfer of project knowledge from Ramp up to production personnel through systematic training. A team of cross-functional personnel carries out the production activities. This team is dedicated to meet the customers' requirement in terms of quality, timeliness and other deliverables. The cross-functional team contains expertise for document preparation, conversion instruction, ramp up, software, and production planning activities.

The initial activity in the production phase is the creation of the project management/implementation plan that describes the quality objectives, the project deliverables, project schedules, resource requirements, training schedules, risk assessment, risk mitigation plans and individual responsibilities towards meeting the project targets and deliverables.



The following are examples of quality measures within the project:

Document Preparation - Paper Audit (If warranted)

- IDI will insert a "File Level" barcode sheet as well as "Document Type" barcode labels on the various document types within the file.

- Paper files will be audited to validate the document preparation process is complete and accurate prior to being sent to the scanning area.

Scanning – Attended Mode QC

- Scan in “Attended Mode” to assure that the best quality image is rendered
- Visually inspects each image as it is captured and interrupt scanning if any issues that comprise image quality are detected such as double feeds, folded corners, light images, dark images etc.
- While attended mode scanning is slower than unattended scanning, it provides the first line of image quality control and avoids re-scanning documents.
- IDI utilizes auto-blank page deletion when dropping the back side/page of a paper document with no content. This process is over 99% effective/accurate provided the backs are clean of smudges and darkened areas. With this process, backs with content will not be deleted but backs that have content, dark areas, or smudges will remain and be part of the image transfer stream.

Image Clean-up Processes

- Image processing includes de-skew, de-speckle, black border removal and crop.
- IDI utilizes state of the art production scanners and image processing technologies to render the best possible electronic document images comparable to the quality of the original documents.
- Set-up entails scanner adjustments to assure the accurate and complete capture of the documents.

Post Scan Automated QC

- QC steps are looking for a corrupt image, large image file size, etc.
- In addition other steps are typically introduced which may include:
- Manually review blank backs and delete.

Post Scan Visual QC

- After the automated QC has completed, a QC operator will perform visual QC of images and data prior to sending the batch to “Release”. This is a random effort after all errors in the process have been corrected.

Workflow Quality Control

- If discrepancies are found within a batch in any step of the conversion process, then the entire batch is directed to Quality Control Module and re-processed to correct identified issues.

Post Release QC

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.

Pricing Elements as Applicable:



NYSINC-01

ROSEMARYDUMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2022

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 NFP Property & Casualty Services, Inc. 99 Troy Road East Greenbush, NY 12061	CONTACT NAME:		
	PHONE (A/C, No, Ext): (518) 244-4245	FAX (A/C, No): (518) 244-4262	
INSURED NYSID, Inc. 11 Columbia Circle Dr Albany, NY 12203	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Selective Insurance Company of South Carolina		19259
	INSURER B : MEMIC Indemnity Company		11030
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	S 2334834	4/25/2022	4/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2334834	4/25/2022	4/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S 2334834	4/25/2022	4/25/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	3102802506	1/1/2022	1/1/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime*			S 2334834	4/25/2022	4/25/2023	Employee Dishonestly \$ 750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Full Named Insured: New York State Industries for the Disabled, Inc.

Professional Liability - Policy #S2334834 Effective 4/25/22 Expires 4/25/23
\$1,000,000 each occurrence
\$3,000,000 aggregate

Network Security, Privacy and Media Liability -HSB Specialty Insurance Policy# TBD
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs Office of Risk and Safety
474 Broadway
Saratoga Springs, NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: NYSIINC-01

ROSEMARYDUMAS

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED NYSID, Inc. 11 Columbia Circle Dr Albany, NY 12203
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
Effective 04/25/22 Expires 4/25/23 - \$3,000,000 limit, \$10,000 retention.

General Liability provides blanket additional insured's, blanket Primary and Non-contributory wording and a Blanket Waiver of Subrogation per the following forms: CG2010A 7/04, CG2037A, 07/04, CG7300NY 1/19, CG7310NY, CG7988NY 1/19. Auto Liability provides Blanket Additional Insured's and a Blanket Waiver of Subrogation per form CA7822NY 1/16. Umbrella Liability is follow form and includes drop down per CXL4 4/03, Blanket Waiver of Subrogation per form CXL456NY 5/17.
Workers Compensation: Blanket waiver of subrogation as per form WC000313 4/84. All forms require written contract.

The City of Saratoga Springs, its officers or employees are Additional Insured on a primary and noncontributory basis as required by written contract with the named insured



**Workers'
Compensation
Board**

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

1a. Legal Name & Address of Insured (use street address only) New York State Industries for the Disabled, Inc. 11 Columbia Circle Dr. Albany, NY 12203 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (518) 694-0247 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 13-2841179
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs Office of Risk & Safety 474 Broadway Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Memic Indemnity Company 3b. Policy Number of Entity Listed in Box "1a" 3102802506 3c. Policy effective period 1/1/2022 to 1/1/2023 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded

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

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

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

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

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

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

Approved By: Rosemary Dumas
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: Rosemary Dumas 12/13/2021
(Signature) (Date)

Title: Account Executive

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

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

Workers' Compensation Law

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/8/2022

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

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

PRODUCER John McLaughlin Agy 828 Lynn Fells Pkwy Melrose MA 02176	CONTACT NAME: Pam Anastas	FAX (A/C, No): 781-665-0295	
	PHONE (A/C, No, Ext): 781-665-2775	E-MAIL ADDRESS: info@mclaughlininsurance.com	
INSURED Image Data Inc. 18 Petra Ln Albany, NY 12205-6901	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Insurance Company		19682
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 2013200923

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	08SBAAK9A89	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	08SBAAK9A89	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	08SBAAK9A89	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> 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	08WECAL0B8K	4/1/2022	4/1/2023	<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
A	Errors & Omission Cyber Liability			TE 0377622	4/1/2022	4/1/2023	Aggregate Claims Made 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Other than WC, The City of Saratoga, its officers or employees are Additional Insured on a primary and noncontributory basis if required by written contract with the Named Insured. Waiver of Subrogation applies if required by written contract with the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs
Office of Risk and Safety
474 Broadway
Saratoga Springs, NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John E. McLaughlin Jr.

© 1988-2015 ACORD CORPORATION. All rights reserved.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only.) Image Data, Inc. 46 Park Street Framingham, MA 01702 <small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured 508-875-7511 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured 04-3273964
2. Name and Address of the Entity Requesting Proof of Coverage. (Entity Being Listed as the Certificate Holder.) <p style="text-align: center;">City of Saratoga Springs Office of Risk & Safety 474 Broadway Saratoga Springs, NY 12866</p>	3a. Name of Insurance Carrier: Hartford Insurance 3b. Policy Number of entity listed in box "1a." 08WECAL0B8K 3c. Policy effective period: 04/01/2022 to 04/01/2023 3d. The Proprietor, Partners or Executive Officers are: <input checked="checked" type="checkbox"/> Included. (Only check box if all partners/officers included.) <input type="checkbox"/> All excluded or certain partners/officers excluded.

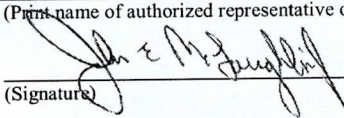
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. The insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year after this form is approved by the insurance carrier or its licensed agent.)

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

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

Approved by: John McLaughlin

(Print name of authorized representative or licensed agent of insurance carrier.)	
	04/01/2022
(Signature)	(Date)

Title: President

Telephone number of authorized representative or licensed agent of insurance carrier: 781-665-2755

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.
C-105.2 (9-01)

Workers' Compensation Law

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

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

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Definition of Demolition (Box "3e." on the reverse side of this form)

A building wrecking or demolition is one where a building, chimney or steeple is razed, or where a floor, exterior wall or roof is removed if the contract involves only the removal of interior walls, partitions or the facing only of any exterior wall, it is not considered demolition.



City of Saratoga Springs, NY Contract

City Project Number: 0580228867 City Project Name: Digitization and Access Design Review Commission Case Files
City Department: Accounts Department Contact Person: Nancy Wagner City Ext. 2617
Company Name: New York State Industries for the Disabled
Company Address: 11 Columbia Circle Drive, Albany NY 12203-5156
Company Telephone No.: 518-463-9706 Company Fax No.: 518-455-0345
Vendor and/or Service Provider Primary Contact: Eric Burke (518-708-7453) Title: Account Representative
Primary Contact Email: EBurke@nysid.org
Service to be Provided: Scanning of paper records: Design Review Commission Case Files
Remit Name (If different from above): _____
Remit Address: _____

- Scope of Agreement:** In response to a request for a pricing proposal requested by the City for scanning paper records: DRC case files, the Vendor and/or Service Provider submitted proposals dated 4/14/2022 (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.
- 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/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 thirty-nine thousand two hundred and six dollars and sixty cents (\$39,206.60), 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 Mayor/Commissioner of Accounts 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 Eric S. Burke. 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 Accounts, 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: NYSID 11 Columbia Circle Drive Albany NY 12203-5156 Attn: Meredith Hartman

- 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 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 /Privacy Liability Insurance:** Two Million Dollars per occurrence aggregate. This insurance shall include coverage for Privacy Notification Expenses, Third Party claims including regulatory defense & payment of fines or penalties, and First Party claims including Data Recovery Costs, Cyber Extortion, and data in the care, custody and control of the insured;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Technology Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to **Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866**, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as ***Additional Insured on a primary and non-contributory basis*** prior to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory basis*** for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.

14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- **Legal:** Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Right to organize:** Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.

17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).

19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.

20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and

annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and 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: 5/12/2022

Print Name: Meredith Hartman Title: V.P. of Contract Administration

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Ron Kim Title: Mayor City Council Approval Date: _____

AN ORDINANCE TO AMEND CHAPTER 136 OF THE CODE OF THE CITY OF
SARATOGA SPRINGS, NY, ENTITLED “LODGING AND EATING AND DRINKING
ESTABLISHMENTS – ARTICLE IV A – TEMPORARY OUTDOOR SEATING AREA
PERMITS”

BE IT ORDAINED by the City Council of the City of Saratoga Springs, NY, as follows:

SECTION 1: Chapter 136 of the Code of the City of Saratoga Springs, NY, entitled
“LODGING AND EATING AND DRINKING ESTABLISHMENTS – ARTICLE IV A –
TEMPORARY OUTDOOR SEATING AREA PERMITS” is hereby amended as follows:

1. Section 136-33.3 is amended to read (new material underlined, old material in brackets);

§136-33.3 Establishment of temporary outdoor seating areas

The City Council hereby designates the Commissioner of Accounts, with the advice and consent of the Commissioner of Public Works, as the officials who together shall have authority to establish areas of public property, including by not limited to sidewalks, as well as privately owned parking facilities established for use by the public, and privately owned land immediately contiguous to eating and drinking establishments licensed under this chapter, for use by licensed eating and drinking establishments as temporary outdoor seating areas. Temporary outdoor seating areas shall operate in compliance with the New York State Uniform Codes, the Americans with Disabilities Act, and the applicable provisions of the Code of the City of Saratoga Springs.

2. Section 136-33.7 is amended to read (new material underlined, old material in brackets);

§136-33.7. REGULATIONS.

J. Tent structures shall be allowed on private property and lands immediately contiguous to the licensed business.

SECTION 2: This ordinance shall take effect the day after publication as provided by the City Charter of the City of Saratoga Springs, NY.

ADOPTED:

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK

By: _____ Dillon C. Moran _____
City Clerk

AN ORDINANCE TO AMEND CHAPTER 199A OF THE CODE OF THE CITY OF
SARATOGA SPRINGS, NY, ENTITLED "SPECIAL EVENTS"

BE IT ORDAINED by the City Council of the City of Saratoga Springs, NY, as follows:

SECTION 1: Chapter 199A of the Code of the City of Saratoga Springs, NY, entitled "SPECIAL EVENTS" is hereby amended as follows:

1. Section 199A-6 is amended to read (new material underlined, old material in brackets);

§199A-6. FEES.

[A. Circuses, carnivals and menageries: \$250.]

[B. All other special events: \$50 per day.]

Fees under this Chapter shall be established from time to time by resolution of the City Council. The establishment of a permit fee or fees by resolution under this section shall not be construed so as to limit the authority of the City Council to charge for additional costs for municipal services or resources reasonably necessary to ensure public safety or other public benefit during a permitted event, or to withhold the issuance of a permit or permits until such additional charges are paid.

2. Section 199A-12 is amended to read (new material underlined, old material in brackets);

§199A-12. NOTICE TO OFFICIALS.

Immediately upon the application for special event permit, the Commissioner of Accounts shall send a copy of the special event application to the [following:] City Council and their designated representatives.

[A. Mayor.]

[B. Commissioner of Public Works.]

[C. Commissioner of Accounts.]

[D. Police Chief.]

[E. Commissioner of Finance.]

[F. Commissioner of Public Safety.]

[G. Fire Chief.]

[H. Risk and Safety Manager.]

SECTION 2: This ordinance shall take effect the day after publication as provided by the City Charter of the City of Saratoga Springs, NY.

ADOPTED:

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK

By: _____ Dillon C. Moran _____
City Clerk



City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
474 Broadway
Saratoga Springs, New York 12866
Telephone 518-587-3550 ext: 2560
Fax 518-587-6512

Award/Extension of Bid Sign-Off Form

Award of Bid

Prior to an award of bid being placed on the Accounts Department agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A memo from your department's commissioner/mayor requesting the award of bid be placed on Commissioner of Accounts agenda; and
- A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- the Assistant Purchasing Agent **must** review and agree the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all risk and insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached; and
- budget line item **must** be identified and indicated below.

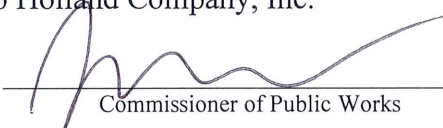
Department That Owns Award/Extension of Bid: Department of Public Works

Project or Item Being Awarded: Polyaluminum Chloride

Vendor Who Won the Bid: Holland Company, Inc.

Budget Line Item: F3638334 - 54141

Commissioner of Public Works: Please add to the May 17, 2022 City Council Agenda, the bid award for Polyaluminum Chloride to Holland Company, Inc.



Commissioner of Public Works

5/12/22

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.**

IFB 2022-11 Poly Chloride Bid Results

	Unit Price	Total Bid	Purchasing
Slack Chemical Co., Inc. Mary Shanahan 465 South Clinton St. Carthage, NY 13619 slack@slackchem.com	\$4.94	\$172,900.00	Meets requirements.
Holland Company, Inc. Matthew Holland 153 Howland Avenue Adams, MA 01220 hcoffice@hollandcompany.com	\$2.60	\$91,000.00	Meets requirements.

Request for Certification of Sufficient Funds

Submittal Date: 5/5/2022

The Department of Public Works requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council Approval, etc.
(attach supporting documentation):

Vendor: Holland Co Inc
Project: Polyaluminum Chloride

Appropriation - Current Budget Expense Org/Object/Proj(s): F3638334 54141

Total 12 Month Contract is \$91,000 but Expenses for 2022 will be 50% of contract, or \$45,500.

Amount Requested for Approval \$45,500.00

Current Amount Available: \$46,723.79 in PO 220032

Transfer/Amendment Pending:

Transfer/Amendment Date _____

DS



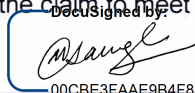

Department Head Signature

5/5/2022

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.



00CBF3FAAE9B4F8

Commissioner of Finance

5/6/2022

Approval Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2022

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	CONTACT NAME: Tracy Lane
Berkshire Fairfield Insurance Agency	PHONE (A/C, No, Ext): (413) 443-5300
128 South Street	FAX (A/C, No): (413) 443-2691
	E-MAIL ADDRESS: tlane@bf-sfg.com
Pittsfield	INSURER(S) AFFORDING COVERAGE
MA 01201	INSURER A: Illinois Union Insurance Company
	INSURER B: ACE Property and Casualty Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2021-2022

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		APC G28147661 006	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PMU H08463402	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 8,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XOO G28147673 006	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TO BE ISSUED BY CARRIER			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	POLLUTION LIABILITY			APC G28147661 006	08/01/2021	08/01/2022	OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Saratoga Springs, Office of Risk & Safety is an additional insured on a primary and non-contributory basis with respects to General Liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs Office of Risk & 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

Tracy Lane



**Workers'
Compensation
Board**

Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or
Disability and Paid Family Leave Benefits Insurance Coverage

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required. Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

**In the Application of
(Legal Entity Name and Address):**

Holland Company, Inc.
153 Howland Ave
Adams, MA 01220-1199
PHONE: 413-743-1292 FEIN: XXXXX7350

**Business Applying For:
OTHER: Chemical Supply**

From: City of Saratoga Springs

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The out-of-state entity has no NYS employees and/or NYS subcontractors AND ALL work related to the permit, license or contract is done outside of NYS; OR ALL employees are direct employees of a government entity outside of New York.

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business MUST be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, Thomas Holland, am the President with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

**SIGN
HERE**

Signature: *Thomas Holland*

Date: *5/10/22*

Exemption Certificate Number

2022-031805

Received



May 10, 2022

NYS Workers' Compensation Board

Zimbra

lisa.ribis@saratoga-springs.org

Re: Award of Bid-Holland

From : Marilyn Rivers <marilyn.rivers@saratoga-springs.org> Thu, May 12, 2022 10:45 AM
Subject : Re: Award of Bid-Holland 
To : Barbara Maughan <barbara.maughan@saratoga-springs.org>  2 attachments

Cc : Stefanie Richards <stefanie.richards@saratoga-springs.org>, Lisa Ribis <lisa.ribis@saratoga-springs.org>, Ben Nygard <ben.nygard@saratoga-springs.org>, Leigha O'Connor <leigha.o'connor@saratoga-springs.org>, Stacy Connors <stacy.connors@saratoga-springs.org>, Dillon Moran <dillon.moran@saratoga-springs.org>

Risk and Safety approves the documents presented for the Award of Bid for Holland per the approval of Purchasing and asks it be moved forward for Commissioner Moran's approval.

PRIVILEGED AND CONFIDENTIAL:

This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs Risk and Safety Department and is intended solely for the use of the individual(s) or entity to whom it has been addressed. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail.

Thank you for your cooperation.

From: "Barbara Maughan" <barbara.maughan@saratoga-springs.org>
To: "Stefanie Richards" <stefanie.richards@saratoga-springs.org>, "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>, "Lisa Ribis" <lisa.ribis@saratoga-springs.org>
Cc: "Ben Nygard" <ben.nygard@saratoga-springs.org>, "Leigha O'Connor" <leigha.o'connor@saratoga-springs.org>
Sent: Thursday, May 12, 2022 9:41:11 AM
Subject: Award of Bid-Holland

Please include the revised and attached Award of Bid for Holland Chemical on the May 17 CCA.

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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Marilyn Rivers.vcf

205 B



Holland Poly Chloride AoB.pdf

1 MB

Zimbra

lisa.ribis@saratoga-springs.org

Re: Award of Bids for May 17

From : Stefanie Richards <stefanie.richards@saratoga-springs.org>

Thu, May 05, 2022 02:09 PM

Subject : Re: Award of Bids for May 17

 4 attachments

To : Lisa Ribis <lisa.ribis@saratoga-springs.org>

Cc : Marilyn Rivers <marilyn.rivers@saratoga-springs.org>, Michael Veitch <michael.veitch@saratoga-springs.org>, Leigha O'Connor <leigha.o'connor@saratoga-springs.org>, Barbara Anthony <barbara.maughan@saratoga-springs.org>

Purchasing requirements have been met.

Thanks

From: "Barbara Anthony" <barbara.maughan@saratoga-springs.org>

To: "Stephanie Richards" <stefanie.richards@saratoga-springs.org>, "Lisa Ribis" <lisa.ribis@saratoga-springs.org>

Cc: "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>, "Michael Veitch" <michael.veitch@saratoga-springs.org>, "Leigha O'Connor" <leigha.o'connor@saratoga-springs.org>

Sent: Thursday, May 5, 2022 1:17:15 PM

Subject: Award of Bids for May 17

Hello-

Please include the attached four (4) Award of Bids on the May 17 CC meeting. All four are product only.

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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 **Holland Poly Chloride AoB.pdf**
748 KB

 **Amrex HFSA AoB.pdf**
746 KB

 **Chemrite Fluoride AoB.pdf**
744 KB

 **Chemrite Copper Sulfate AoB.pdf**
745 KB



City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
474 Broadway
Saratoga Springs, New York 12866
Telephone 518-587-3550 ext: 2560
Fax 518-587-6512

Award/Extension of Bid Sign-Off Form

Award of Bid

Prior to an award of bid being placed on the Accounts Department agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A memo from your department's commissioner/mayor requesting the award of bid be placed on Commissioner of Accounts' agenda; and
- A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- the Assistant Purchasing Agent **must** review and agree the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all risk and insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached; and
- budget line item **must** be identified and indicated below.

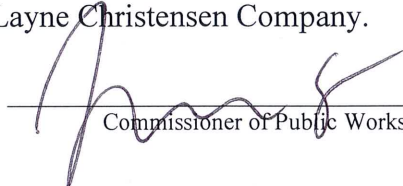
Department That Owns Award/Extension of Bid: Department of Public Works

Project or Item Being Awarded: Geyser Crest Well 7 - Construction

Vendor Who Won the Bid: Layne Christensen Company

Budget Line Item: H3638332-52000-1261 (\$99,465.00)

Commissioner of Public Works: Please add to the May 17, 2022 City Council Agenda, the bid award for Geyser Crest Well 7 - Construction to Layne Christensen Company.



Commissioner of Public Works

5/12/22

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.**

Request for Certification of Sufficient Funds

Submittal Date: 5/12/2022

The Department of Public Works requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council Approval, etc.
(attach supporting documentation):

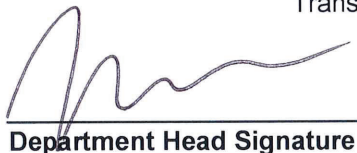
Vendor: Layne Christensen Company
Project: Improvements City Water Treatment
Geyser Crest Well 7 - Construction

Appropriation - Current Budget Expense Org/Object/Proj(s): H3638332 52000 1261

Amount Requested for Approval \$99,465.00
Current Amount Available: \$259,313.00

Transfer/Amendment Pending:

Transfer/Amendment Date _____



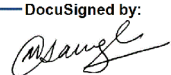
Department Head Signature

5/12/2022

Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:

63FB7EC9E8A846B...

Co... nance

5/12/2022

Approval Date

Geyser Crest Well 7 Construction and Testing RFP 2022-14 Bid Results

	Item	Unit Price	Total Price
Layne Christensen Company	1	\$9,500.00	\$9,500.00
	2		
	3	\$295.00	\$12,685.00
	4	\$325.00	\$11,375.00
	5	\$9,500.00	\$9,500.00
	6	\$5,000.00	\$5,000.00
	7	\$6,500.00	\$6,500.00
	8	\$6,400.00	\$6,400.00
	9	\$21,650.00	\$21,650.00
	10	\$415.00	\$9,960.00
	11	\$1,895.00	\$1,895.00
	12C	\$5,000.00	\$5,000.00
	Total Bid		\$99,465.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2022

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 LIC #0C36861 Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco, CA 94111		CONTACT NAME: Kimberly Leikam PHONE (A/C, No. Ext): 415-403-1491 E-MAIL ADDRESS: kleikam@alliant.com FAX (A/C, No): 415-874-4818	
INSURED Layne Christensen Company 585 West Beach Street Watsonville, CA 95076		INSURER(S) AFFORDING COVERAGE INSURER A: VALLEY FORGE INS CO INSURER B: CONTINENTAL CAS CO INSURER C: TRANSPORTATION INS CO INSURER D: INSURER E: INSURER F:	
		NAIC #	
		20508	
		20443	
		20494	

COVERAGES

CERTIFICATE NUMBER: 65410349

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		GL2074978689	10/01/20	10/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BUA2074978692	10/01/20	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUE2068209453	10/01/21	10/01/22	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC274978630 (CA) WC274978658 (NY) WC274978644 (AOS/StopGap) WC274978661 (MT,WI,HI)	10/01/21 10/01/21 10/01/21 10/01/21	10/01/22 10/01/22 10/01/22 10/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Geyser Crest Well 7
 City of Saratoga Springs, its elected and/or appointed officials, officers, agents and employees are included as Additional Insured as required by written and executed agreement per the attached endorsements. Coverage is primary & non-contributory. Excess/Umbrella follows form.

30 Days Written Notice of Cancellation for Non-Renewal and 10 Days Notice of Cancellation for Non-Payment of Premiums
 GL Per ISO Form CG 0001 10/01; AL Per ISO Form CA0001 10/13

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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ACORD 25 (2016/03)

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

05/09/2022

NAME OF INSURED: Layne Christensen Company

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.



**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
 - a. The maximum permitted by law;
 - b. That required by the "written contract";
 - c. That described in **B.1.** above; or
 - d. That afforded to you under this policy,whichever is less.
4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or

any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- D.** Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1. Is currently in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury,"for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc.



POLICY NUMBER: GL2074978689
EFFECTIVE: 10/01/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGES – NOTICE OF CANCELLATION
OR MATERIAL COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.
2. Address: Per Certificates of Insurance on file with the broker.
3. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Notice of Cancellation or Material Change –
Designated Person or Organization**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

2. Address: Per Certificates of Insurance on file with the broker.

3. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
19	BUA 2074978692

Complete Only When This Endorsement Is Not Prepared With the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT
Granite Construction Company	10/01/2020



Countersigned by


Authorized Representative



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract

2. Notice will be mailed to:

Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

Address: Per Certificates of Insurance on file with the broker

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 10-1-21

Policy No. WC274978630 Valley Forge Insurance Company

WC274978644 Valley Forge Insurance Company

WC274978658 Transportation Insurance Company

WC274978661 Transportation Insurance Company

WC 99 06 06



NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)
05/09/2022

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY Alliant Insurance Services, Inc.		License # 0C36861		NAMED INSURED(S) Layne Christensen Company	
POLICY NUMBER GL2074978689		EFFECTIVE DATE 10/1/2020		CARRIER Valley Forge Insurance Company	
				NAIC CODE 20508	

ADDENDUM INFORMATION**CERTIFICATE NUMBER:****REVISION NUMBER:****A. Insurer**

- ☒ Admitted / authorized
- ☐ Excess line or free trade zone

B. General Liability (GL) policy form

- ☒ ISO / ISO modified
- ☐ Other

C. Specific operations excluded or restricted (GL policy)

- ☐ Location: _____
- ☐ Type of construction: _____
- ☐ Building height: _____
- ☐ Classifications [see attached declarations / endorsement]
- ☐ Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- ☐ CG 20 10 ☐ CG 20 26 ☐ CG 20 32 ☐ CG 20 33 ☐ CG 20 37 ☐ CG 20 38
- ☒ Other: # **G140331D** Title: **Blanket Additional Insured Owners, Lessees or Contractors with Products/Comp. Ops.**

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

☐ Yes, by specific policy provision ☐ Yes, by endorsement ☐ No and ☐ no other option is available with this insurer



AUTHORIZED REPRESENTATIVE SIGNATURE

05/09/2022

DATE (MM/DD/YYYY)



NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)
05/09/2022

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY Alliant Insurance Services, Inc.		License # 0C36861		NAMED INSURED(S) Layne Christensen Company	
POLICY NUMBER CUE2068209453		EFFECTIVE DATE 10/1/2021		CARRIER Continental Casualty Company	
				NAIC CODE 20443	

ADDENDUM INFORMATION**CERTIFICATE NUMBER:****REVISION NUMBER:****A. Insurer**

- ☒ Admitted / authorized
- ☐ Excess line or free trade zone

B. General Liability (GL) policy form

- ☐ ISO / ISO modified
- ☐ Other

C. Specific operations excluded or restricted (GL policy)

- ☐ Location: _____
- ☐ Type of construction: _____
- ☐ Building height: _____
- ☐ Classifications [see attached declarations / endorsement]
- ☐ Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- ☐ CG 20 10 ☐ CG 20 26 ☐ CG 20 32 ☐ CG 20 33 ☐ CG 20 37 ☐ CG 20 38
- ☐ Other: #: _____ Title: _____

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- ☐ Yes ☐ No and ☐ no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- ☐ Yes ☐ No and ☐ no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- ☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- ☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- ☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

☒ Yes, by specific policy provision ☐ Yes, by endorsement ☐ No and ☐ no other option is available with this insurer



AUTHORIZED REPRESENTATIVE SIGNATURE

05/09/2022

DATE (MM/DD/YYYY)



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Layne Christensen Company 585 West Beach Street Watsonville, CA 95076 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 831-768-4171 1c. NYS Unemployment Insurance Employer Registration Number of Insured 5021721 1d. Federal Employer Identification Number of Insured or Social Security Number 48-0920712
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Transportation Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC274978658 3c. Policy effective period 10/01/2021 to 10/01/2022 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

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

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

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

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

Approved by: Kimberly Leikam
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  05/09/2022
(Signature) (Date)

Title: Account Executive Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 415-403-1491

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

Workers' Compensation Law

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

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

Zimbra**lisa.ribis@saratoga-springs.org**

Re: Layne Christensen Award of Bid

From : Stefanie Richards <stefanie.richards@saratoga-springs.org>

Thu, May 12, 2022 03:36 PM

Subject : Re: Layne Christensen Award of Bid**To :** Barbara Anthony <barbara.maughan@saratoga-springs.org>**Cc :** Marilyn Rivers <marilyn.rivers@saratoga-springs.org>, Lisa Ribis <lisa.ribis@saratoga-springs.org>, Leigha O'Connor <leigha.o'connor@saratoga-springs.org>, debbie.labreche [Alias] <debbie.labreche@saratoga-springs.org>

Purchasing requirements have been met.

Thanks

From: "Barbara Anthony" <barbara.maughan@saratoga-springs.org>**To:** "Stephanie Richards" <stefanie.richards@saratoga-springs.org>, "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>, "Lisa Ribis" <lisa.ribis@saratoga-springs.org>**Cc:** "Leigha O'Connor" <leigha.o'connor@saratoga-springs.org>, "debbie.labreche [Alias]" <debbie.labreche@saratoga-springs.org>**Sent:** Thursday, May 12, 2022 3:18:15 PM**Subject:** Layne Christensen Award of Bid

Hello-

Please see attached Award of Bid for Layne Christensen for inclusion on the May 17 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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Zimbra

lisa.ribis@saratoga-springs.org

Re: Layne Christensen Award of Bid

From : Marilyn Rivers <marilyn.rivers@saratoga-springs.org> Thu, May 12, 2022 03:47 PM
Subject : Re: Layne Christensen Award of Bid  2 attachments
To : Lisa Ribis <lisa.ribis@saratoga-springs.org>
Cc : Stefanie Richards <stefanie.richards@saratoga-springs.org>, Leigha O'Connor <leigha.o'connor@saratoga-springs.org>, Debbie LaBreche <debbie.labreche@saratoga-springs.org>, Michael Veitch <michael.veitch@saratoga-springs.org>, Stacy Connors <stacy.connors@saratoga-springs.org>, Dillon Moran <dillon.moran@saratoga-springs.org>, Barbara Maughan <barbara.maughan@saratoga-springs.org>, Joe Oneill <joe.oneill@saratoga-springs.org>, jason golub <jason.golub@saratoga-springs.org>

Risk and Safety approves per the approval as received from Purchasing.

On behalf of Deputy Commissioner Connors and Commissioner Moran, please place on Commissioner Moran's May 17th City Council Agenda for City Council Discussion and Vote.

Thank you,

Marilyn Rivers

PRIVILEGED AND CONFIDENTIAL:

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Thank you for your cooperation.

From: "Barbara Maughan" <barbara.maughan@saratoga-springs.org>
To: "Stefanie Richards" <stefanie.richards@saratoga-springs.org>, "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>, "Lisa Ribis" <lisa.ribis@saratoga-springs.org>
Cc: "Leigha O'Connor" <leigha.o'connor@saratoga-springs.org>, "Debbie LaBreche" <debbie.labreche@saratoga-springs.org>
Sent: Thursday, May 12, 2022 3:18:15 PM
Subject: Layne Christensen Award of Bid

Hello-

Please see attached Award of Bid for Layne Christensen for inclusion on the May 17 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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 **Marilyn Rivers.vcf**
205 B

 **Layne AoB.pdf**
3 MB



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.

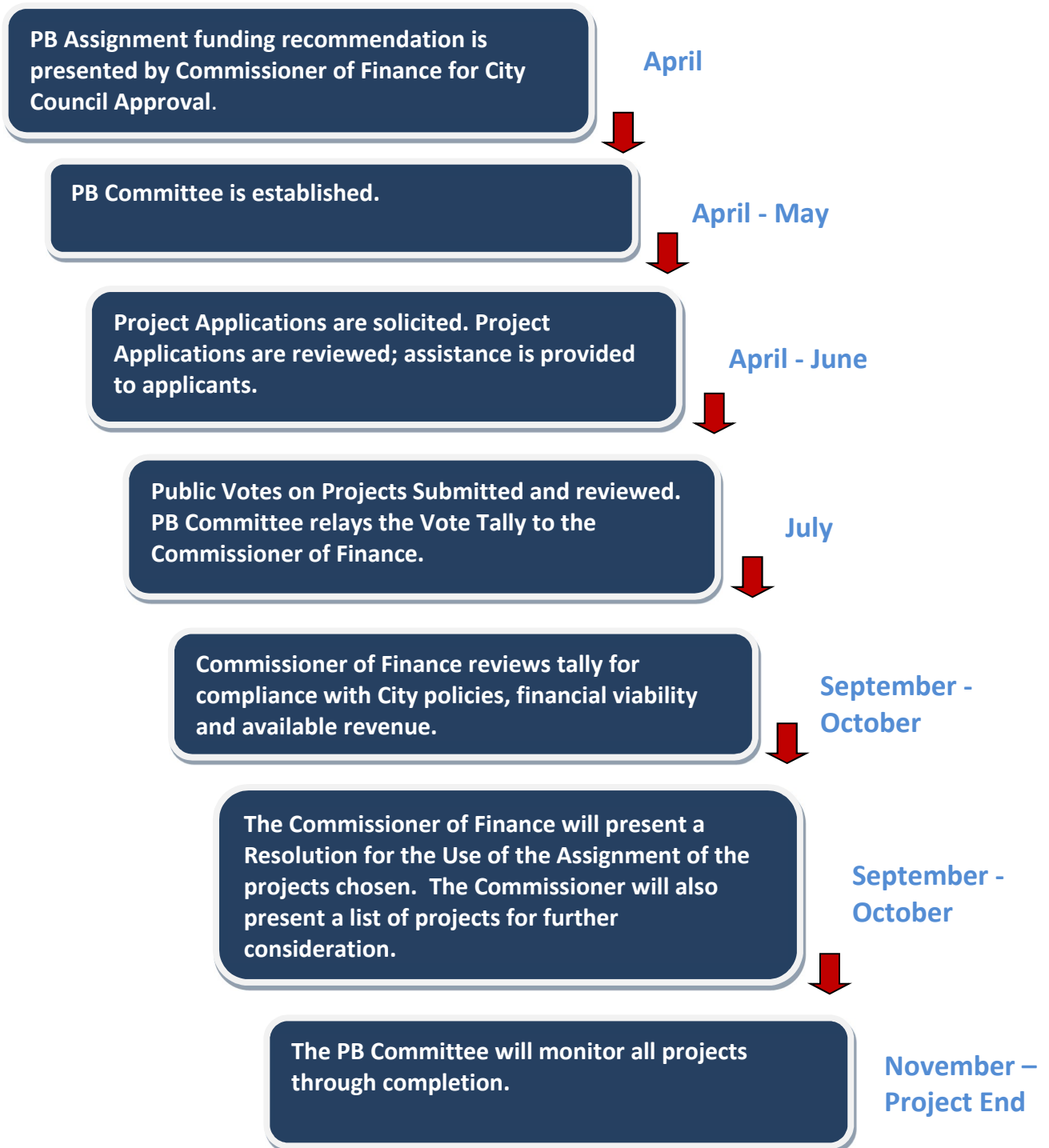
GOALS: WHAT IS THIS FOR?

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.

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

**TO REPLENISH THE ASSIGNMENT FOR IT
INITIATIVES AND ONE-TIME PROJECTS,
ESTABLISHED ON DECEMBER 15, 2015**

Be it resolved, by the City Council of the City of Saratoga Springs NY, as follows:

On 12/15/15 the City Council adopted a resolution creating an **Assignment for IT Initiatives and One-time Projects**, pursuant to the following declarations:

This City must invest in its Information Technology capacities and I intend to ensure that we are as technologically prepared and competitive as possible in 2016 and beyond.

*Virtually every daily operation, project and plan involves IT - laptops in police vehicles, security cameras on Caroline St., body cameras on police officers, parking ticket laser guns, Tasers, e-911, Nixel notification systems, payroll time and attendance software, financial management systems, GPS for real property assessments, tablets for building code enforcers, City Council meeting agenda software, Web-casts, cash registers, credit card operations, scanners, printers, desktops, projectors, e-mail, information archives, internet for all City buildings, and **the people's portal to all City government – the City website.***

The City must be also be ready to participate in City-wide high-quality broadband. This is vital to our business economy as well as the health, safety and public welfare of our citizens and visitors. High-speed internet access has become necessary rather than optional infrastructure. It is a universal and essential resource that we depend on already, and I intend to see that the City is positioned to develop effective broadband Internet and next-generation networking. This has City-wide implications and community-wide benefits that I am committed to bringing to Saratoga Springs.

On 05/19/20 this assignment was released to cover budget and cash flow implications in response to the 2020-2021 pandemic economy. The Assignment itself remains intact albeit unfunded.

I recommend that \$ 125,000 from the general fund unassigned fund balance be added to the **Assignment for IT Initiatives and One-time Projects.**

AYES: _____

NAYS: _____

Dated: October 5, 2021_____

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1
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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT				LINE DESCRIPTION					
<hr/>										
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2022	05	134	05/17/2022	BUDGET CCM	051722 BUA AMEND-ASSG	1	2			
1	A012	40512		PROPERTY TAX	USE OF ASSIGNED FUND BALANCE		-8,000.00	-60,000.00	-68,000.00	
	A	-01-2-0000-0-40512	-		ASSGNMNT FOR IT INITIATIVES		05/17/2022			
2	A3021694	54720		DATA PROCESSING NETWORK CS	SERVICE CONTRACTS - PROF SERV		190,378.04	60,000.00	250,378.04	
	A	-30-2-1681-4-54720	-		ASSGNMNT FOR IT INITIATIVES		05/17/2022			
** JOURNAL TOTAL								0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
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CLERK: u238

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2022 5 134									
BUA A012-40512						USE OF ASSIGNED FUND BALANCE	5		60,000.00
	05/17/2022	AMEND-ASSG BUDGET CCM 051722				ASSGNMNT FOR IT INITIATIVES			
BUA A3021694-54720						SERVICE CONTRACTS - PROF SERV	5	60,000.00	
	05/17/2022	AMEND-ASSG BUDGET CCM 051722				ASSGNMNT FOR IT INITIATIVES			
								.00	.00
BUA A-2960						APPROPRIATIONS			60,000.00
	05/17/2022	AMEND-ASSG BUDGET CCM 051722							
BUA A-1510						ESTIMATED REVENUES		60,000.00	
	05/17/2022	AMEND-ASSG BUDGET CCM 051722							
						SYSTEM GENERATED ENTRIES TOTAL		60,000.00	60,000.00
						JOURNAL 2022/05/134 TOTAL		60,000.00	60,000.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3
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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
A GENERAL FUND	2022	5	134	05/17/2022				
A-1510					ESTIMATED REVENUES	60,000.00		
A-2960					APPROPRIATIONS			60,000.00
					FUND TOTAL	60,000.00		60,000.00

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

**ADDENDUM ONE TO AGREEMENT BETWEEN THE CITY OF SARATOGA
SPRINGS, NY AND GRANICUS**

Original Agreement approved September 7, 2021

THIS ADDENDUM ONE is made by and between THE CITY OF SARATOGA SPRINGS, NY ("City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866 and Granicus, with a place of business at 408 Saint Peter Street, Suite 600, Saint Paul, MN 55102 ("Consultant").

WITNESSETH:

The City and the Consultant entered into an agreement, as approved by the City Council at their meeting on September 7, 2021, that the Consultant would provide the City with its "Peak Migration" Agenda software, implementation and support as described in the Master Subscription agreement and Exhibit A for the period commencing on September 7, 2021 and ending on May 30, 2022. Fees under the original contract were established so as not to exceed Six Thousand Eight Hundred and 00/100 (\$6,880.00), payable annually.

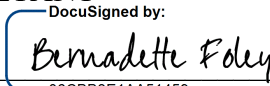
This ADDENDUM ONE is supplemental to the Agreement approved September 7, 2021 and is incorporated into and made a part of those documents. All other terms, conditions, and provisions of the original September 7, 2021 documents remain in effect.

For this ADDENDUM ONE, the City and the Consultant agree to modify the prior agreement and prior addendums as follows:

Section 2. Term of Agreement. The term of the services provided in the agreement shall be extended December 31, 2023.

WHEREFORE, the City and the Consultant have executed this ADDENDUM ONE on the dates indicated below:

CONSULTANT

By:  _____
Title: Manager, Renewals
Date: 5/11/2022

CITY OF SARATOGA SPRINGS

By: _____
Title: Mayor
Date: _____

Per Council Approval: _____



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Saratoga Springs, NY

Granicus Budgetary Proposal for Saratoga Springs, NY

Please note: This is not an invoice. This is a budgetary proposal that outlines the products and fees associated with the subscription renewal. Please inform the Granicus Contact listed below if you wish to issue a PO against this budgetary proposal.

ORDER DETAILS

Prepared By: Beth Prokop
Phone:
Email: beth.prokop@granicus.com
Order #: Q-190228
Prepared On: 05/11/2022
Expires On: 05/30/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 05/30/2022
Period of Performance: 05/31/2022 - 12/31/2023



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
Peak Agenda Management	5/31/2022 to 12/31/2023	Annual	1 Each	\$5,649.60	\$8,960.68
Open Platform Suite	5/31/2022 to 12/31/2023	Annual	1 Each	\$0.00	\$0.00
Send Agenda (Peak)	5/31/2022 to 12/31/2023	Annual	1 Each	\$0.00	\$0.00
govDelivery for Integrations	5/31/2022 to 12/31/2023	Annual	1 Each	\$0.00	\$0.00
SUBTOTAL:				\$5,649.60	\$8,960.68



Order Form
Saratoga Springs, NY

TERMS & CONDITIONS

- The terms and conditions set forth in the Agreement effective 05/31/2021 are incorporated herein by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Saratoga Springs, NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.



Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made by and between Saratoga Springs, NY ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "**Party**" or collectively as "**Parties**".

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"Extension Term" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"Initial Term" shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

"Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

"Order Term" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

"Statement of Work" or "SOW" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. **Ordering and Scope**

2.1. Ordering Granicus Products and Services. The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.
- 2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").
 - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
 - 3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.
 - 3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
 - 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
 - 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

- 3.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.
- 3.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- 3.2.5.3. Data Obtained through the Granicus Advanced Network**
- 3.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
- 3.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.
- 3.2.5.3.3. Opt-In.** During the last ten (10) calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

- 3.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

- 3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
 - 3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
 - 3.3.4. Client must not use the Services as a door or signpost to another server.
 - 3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
 - 3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
 - 3.3.7. Use the Granicus Products and Services for any unlawful purposes;
 - 3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
 - 3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
 - 3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. **Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.
4. **Payment**
- 4.1. **Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. **Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.
- 4.3. **Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.
- 6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

- 7.1. Agreement Term.** The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (B) LOSS OF BUSINESS; OR (C) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, AND CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Insurance

9.1 The City requires Granicus include 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;-
- **Cyber/Technology Errors and Omissions:** Five 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.

It shall be an affirmative obligation of Granicus 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 thirty (30) business 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. Granicus acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract. Granicus shall provide the City with a Certificate of Insurance including the City as ***Additional Insured on a primary and non-contributory basis prior*** to the commencement of any work. 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 City. In the event Granicus 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 include 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 contact as executed.

10. Indemnification

10.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either

Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

10.2. Indemnification by Client. Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.

10.3. Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

11. General

11.1. Relationship of the Parties. Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

11.2. Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

11.3. Amendments. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

11.4. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will

continue in full force and effect.

- 11.5. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 11.6. No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 11.7. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.
- 11.8. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 11.9. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of New York, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of County of Saratoga, New York.
- 11.10. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.
- 11.11. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.
- 11.12. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

Granicus

By:


(Authorized Signature)

Name:

Jessica Yang
(Print or Type Name of Signatory)

Title:

Manager of Business and Contracts

Date:

9/1/2021
(Execution Date)

Attachment(s): Exhibit A (Proposal)

Saratoga Springs, NY

By:


(Authorized Signature)

Name:

Meg Kelly
(Print or Type Name of Signatory)

Title:

Mayor

Date:

9/7/21
(Execution Date)**PER COUNCIL APPROVAL**9/7/21



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Saratoga Springs, NY

Exhibit A

ORDER DETAILS

Prepared By:	Erin Pardue
Phone:	1.909.641.5949
Email:	erin.pardue@granicus.com
Order #:	Q-155215
Prepared On:	09/01/2021
Expires On:	05/31/2021

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Billing Term End Date:	05/30/2022
Period of Performance:	The Agreement will begin on latter date of the signatures on the Master Subscription Agreement and will continue through the end of the then current billing term.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
NovusAGENDA-Maintenance	0 Each	\$4,280.00
SUBTOTAL:		\$4,280.00

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Peak - Setup & Configuration	Up Front	1 Each	\$0.00
Peak Online Group Training	Upon Delivery	8 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Send Agenda (Peak) Set up and Config	Up Front	1 Each	\$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
Data Migration - Media Manager	Upon Delivery	40 Hours	\$1,600.00
SUBTOTAL:			\$1,600.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Peak Agenda Management	Annual	1 Each	\$5,280.00
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Peak)	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$5,280.00

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

PRODUCT DESCRIPTIONS

Solution	Description
Peak Agenda Management	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Peak - Setup & Configuration	<p>Setup and Configuration for Peak Agenda Management includes implementation of:</p> <ul style="list-style-type: none"> • Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template • Up to one (1) public view page portal
Peak Online Group Training	Peak Agenda Management - Online Group Training is for Group training of Peak Agenda Management, which allows clients to have up to six (6) users participate in online Group sessions with a Granicus trainer and other client users, to learn how to use the system.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Data Migration - Media Manager	Data Migration into Media Manager

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any

and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.

- o Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**

- o Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
- o Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- o Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2022

12/17/2021

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

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

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Co of Hartford INSURER B: Valley Forge Insurance Company INSURER C: The Continental Insurance Company INSURER D: Columbia Casualty Company INSURER E: American Casualty Company of Reading, PA INSURER F:	
INSURED 1427478 Granicus, LLC 408 Saint Peter Street Suite 600 Saint Paul, MN 55102	NAIC # 20478 20508 35289 31127 20427	

COVERAGES GRAIN01 **CERTIFICATE NUMBER:** 15727468 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	6043664103	10/20/2021	10/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 Ded <input checked="" type="checkbox"/> Coll \$1,000 Ded	N	N	6043664084	10/20/2021	10/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	6043664098	10/20/2021	10/20/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6043664067 (AOS) 6043664070 (CA)	10/20/2021 10/20/2021	10/20/2022 10/20/2022	<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	Professional Liab/Tech E&O/Cyber Liab	N	N	596722177	12/15/2021	12/15/2022	\$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Saratoga Springs, NY, its officers, officials, employees, agents and volunteers is/are an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER

15727468
 Saratoga Springs, NY
 474 Broadway
 Saratoga Springs NY 12866

CANCELLATION See Attachments

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

Adam D. McDonough

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To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **15727468**.

- Email: PacificeDelivery@lockton.com
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Insurance Brokers, LLC – Pacific Series

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(Ed.)

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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G-00000-A
(Ed.)**1. ADDITIONAL INSURED**

- a. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b.** However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

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(Ed.)**F. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

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(Ed.)**J. Vendor**

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph **J.** also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
 - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
 - c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

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2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
 - a. this **Coverage Part** provides such coverage;
 - b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and
 - c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. **ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

- A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. **BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. **BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. **BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. **NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. **BROAD NAMED INSURED**

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

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(Ed.)

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a)** any partnership or joint venture; or
- (b)** any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

- A.** owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
 - B.** having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
- 4.** With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:
- a.** **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b.** **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5.** The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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.

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(Ed.)**8. IN REM ACTIONS**

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

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- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

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- D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- C. **LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

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- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
- b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

- D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

- (ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

- E. This Provision 11. does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

- 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: @@@@ ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

- B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

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(Ed.)**15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

- A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

- B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and 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 and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

- (1) that the **Insured** would have in the absence of the contract or agreement; or

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- (2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
- (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and
 - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.
- B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:
- Insured contract** means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:
- 1. Paragraph **2.d.** is replaced by the following:
 - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
 - 2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.
- D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4) and (6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:
- This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

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19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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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	180	05/17/2022	BUDGET	CCM 051722 BUA	AMEND-BENE	1	2		
1	A091	42684		SALE OF PROP & COMP FOR LOSS	DENTAL REIMBURSEMENT EMPLOYEES		-8,685.00	-824.28	-9,509.28	
	A	-09-1-0000-0-42684	-		NEW ENROLLEES, BUD	NUETRAL	05/17/2022			
2	A3011478	58016		CIVIL SERVICEEMPLOYEE BENEFITS	DENTAL PREMIUMS		504.00	824.28	1,328.28	
	A	-30-1-1431-8-58016	-		NEW ENROLLEES, BUD	NUETRAL	05/17/2022			
					** JOURNAL TOTAL			0.00		

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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 5 180									
BUA A091-42684						DENTAL REIMBURSEMENT EMPLOYEES	5		824.28
	05/17/2022	AMEND-BENE BUDGET CCM	051722			NEW ENROLLEES, BUD NUETRAL			
BUA A3011478-58016						DENTAL PREMIUMS	5	824.28	
	05/17/2022	AMEND-BENE BUDGET CCM	051722			NEW ENROLLEES, BUD NUETRAL			
								.00	.00
BUA A-2960						APPROPRIATIONS			824.28
	05/17/2022	AMEND-BENE BUDGET CCM	051722						
BUA A-1510						ESTIMATED REVENUES		824.28	
	05/17/2022	AMEND-BENE BUDGET CCM	051722						
						SYSTEM GENERATED ENTRIES TOTAL		824.28	824.28
						JOURNAL 2022/05/180 TOTAL		824.28	824.28

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
A GENERAL FUND	2022	5	180	05/17/2022				
A-1510					ESTIMATED REVENUES	824.28		
A-2960					APPROPRIATIONS			824.28
					FUND TOTAL	824.28		824.28

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

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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	99 05/17/2022	BUDGET	CCM 051722	BUA TRANS-PAY	1	1		
1	A3021311	51278	COMM FINANCE	PERSONAL SERVICE	EXECUTIVE ASSISTANT TO COM FIN		.00	30,317.00	30,317.00
	A	-30-2-1310-1-51278	-		NEW HIRE-FUND REALLOCTN		05/17/2022		
2	A3021311	51327	COMM FINANCE	PERSONAL SERVICE	GRANT COORDINATPR		68,000.00	-30,317.00	37,683.00
	A	-30-2-1310-1-51327	-		NEW HIRE-FUND REALLOCTN		05/17/2022		
3	A3517554	54720	MEMORIAL DAY	ALLOWANCE CS	SERVICE CONTRACTS - PROF SERV		5,000.00	918.00	5,918.00
	A	-35-1-7550-4-54720	-		MEMORIALDAY FLAGS, COVID INC		05/17/2022		
4	A3618681	51104	PLANNING AND	ECON DEVELOP	PS ADMINISTRATOR PLANNING & ECON		90,172.00	-918.00	89,254.00
	A	-36-1-8687-1-51104	-		MEMORIALDAY FLAGS, COVID INC		05/17/2022		
					** JOURNAL TOTAL			0.00	

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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
2022 5 99										
BUA A3021311-51278					EXECUTIVE ASSISTANT TO COM FIN 5			30,317.00		
05/17/2022 TRANS-PAY	BUDGET CCM 051722				NEW HIRE-FUND REALLOCTN					
BUA A3021311-51327					GRANT COORDINATPR 5					30,317.00
05/17/2022 TRANS-PAY	BUDGET CCM 051722				NEW HIRE-FUND REALLOCTN					
BUA A3517554-54720					SERVICE CONTRACTS - PROF SERV 5			918.00		
05/17/2022 TRANS-PAY	BUDGET CCM 051722				MEMORIALDAY FLAGS, COVID INC					
BUA A3618681-51104					ADMINISTRATOR PLANNING & ECON 5					918.00
05/17/2022 TRANS-PAY	BUDGET CCM 051722				MEMORIALDAY FLAGS, COVID INC					
					JOURNAL 2022/05/99	TOTAL		.00		.00

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

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

April 22, 2022

To Whom It May Concern,

The CSEA DPW union is requesting adding to the May 3, 2022 agenda, a sick bank withdrawal for employee 1212 [REDACTED]. Employee 1212 is requesting up to 16.125 days from the sick bank which currently has a balance of 187.63 days. The CSEA DPW union approves of this request. Please make this retroactive to May 3, 2022.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Wheelock". The signature is written in a cursive, flowing style.

Rob Wheelock, Vice President



City of Saratoga Springs, NY Contract

City Project Number: 2022-19 City Project Name: Aquatic Weed Harvester and Tilt Deck Trailer
City Department: Public Works Department Contact Person: Barb Maughan City Ext. 2574
Company Name: Alpha Boats Unlimited dba Barber Welding, Inc.
Company Street Address, City, State, Zip: 2517 State Route 31, PO Box 690, Weedsport, NY 13166
Company Telephone No.: 3115-834-6648 Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: Steve Walczyk Title: President
Primary Contact Email: slwalczyk@barberweldinginc.com
Service to be Provided: Aquatic Weed Harvester and Tilt Deck Trailer
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 Aquatic Weed Harvester and Tilt Deck Trailer, the Vendor and/or Service Provider submitted proposals dated 4/20/22 (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 8/31/2022. 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/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$151,455.00, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Commissioner of Public Works is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Steve Walczyk. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 To Vendor and/or Service Provider: Steve Walczyk
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or

Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

PRODUCT ONLY

9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the "City of Saratoga Springs, Office of Risk and Safety, 474 Broadway, Suite 14, Saratoga Springs, NY 12866" as a Certificate Holder for the following coverage for the work covered by this Agreement:

A. For projects whose total value is between Zero and \$100,000:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

B. For projects whose total value is between \$100,000 and \$500,000:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

C. For projects whose total value is between \$500,000 and \$1,000,000:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND

- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of **professional services**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. For projects involving any form of **pollution risk or exposure, environmental hazard, asbestos or special circumstances**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Pollution Liability Insurance including Coverage for Asbestos Abatement:** One Million Dollars Each Occurrence;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.
- F. For **software and technology projects**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Cyber/Privacy Liability Insurance:** Five Million Dollars per occurrence aggregate. This insurance shall include coverage for Privacy Notification Expenses, Third Party claims including regulatory defense & payment of fines or penalties, and First Party claims including Data Recovery Costs, Cyber Extortion, and data in the care, custody and control of the insured;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Technology Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and

annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and 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: Stephen Walczyk Date: 5/12/22

Print Name: Stephen Walczyk Title: President

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Ron Kim Title: Mayor City Council Approval Date: _____

City of Saratoga Springs, New York APPENDIX A All City Contracts and Agreements

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Vendor and/or Service Provider Signature: *Steve Wolczyk* Date: 5/12/22
Print Name: Steve Wolczyk Title: President

Request for Certification of Sufficient Funds

Submittal Date: 4/27/2022

The Department of Public Works requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council Approval, etc.
(attach supporting documentation):

Vendor: Alpha Boats Unlimited div of Barber Welding Inc**Project:** Weed Harvester

Weed Harvester-FX-5a with Tilt Trailer TLT-150a

Appropriation - Current Budget Expense Org/Object/Proj(s): H3936952 52000 1272

Amount Requested for Approval \$151,455.00

Current Amount Available: \$183,392.00



Transfer/Amendment Pending:

Transfer/Amendment Date _____



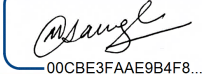
Department Head Signature

4/27/2022

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.



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4/27/2022

Commissioner of Finance

Approval Date



RON KIM
MAYOR

MINITA SANGHVI
COMM. OF FINANCE

ANTHONY SCIROCCO
COMM. OF PUBLIC WORKS

JAMES MONTAGNINO
COMM. OF PUBLIC SAFETY

DILLON MORAN
COMM. OF ACCOUNTS

City of Saratoga Springs, NY

Invitation for Bid

Aquatic Weed Harvester and Tilt Deck Trailer

*PREPARED BY: Department of Public Works
April 2022*

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

IFB #: 2022-19 – Aquatic Weed Harvester and Tilt Deck Trailer

Name of Bidder: Alpha Boats Unlimited dba Barber Welding, Inc.

IFB Opening: Tuesday, April 26, 2022 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
474 Broadway Suite 14
Saratoga Springs, NY 12866

BID SUBMITTAL INSTRUCTIONS

Failure to submit IFB documents as required may lead to an immediate disqualification. In order to guard against premature opening of the bid documents, your bids must be returned and enclosed in a sealed and clearly labeled envelope as follows:

Step One: You MUST execute and include the following documents, one original and one copy of each, with your response:

- Your response to the IFB in question
- Non-Collusive Bidding and Vendor Code of Conduct Certification
- Manufacturer's Warranty Certification(s)

Step Two: Enclose your bid in a sealed envelope marked:

IFB #: 2022-19 – Aquatic Weed Harvester and Tilt Deck Trailer

Name of Bidder: Alpha Boats Unlimited dba of Barber Welding, Inc

Bid Opening: Tuesday, April 26, 2022 at 2:00 p.m.

Step Three: Please return your response to this IFB to the following address:

City of Saratoga Springs
Department of Accounts
474 Broadway Suite 14
Saratoga Springs, NY 12866



ALPHA BOATS UNLIMITED

Db a of Barber Welding, Inc.

2517 State Route 31 – P.O. Box 690, Weedsport, NY 13166 USA

1-877-627-3084 - Tel: 1-315-834-6648 - Fax: 1-315-834-6045

email: info@alphaboats.com www.alphaboats.com

April 20, 2022

QUOTATION: 042022

City of Saratoga Springs
Attn: Chris Dahl
474 Broadway, Suite 12
Saratoga Springs, NY 12866

Item	Description	Unit List Price
FX-5a		
	Stainless Steel metal hull.	
	Stainless (Front conveyor, rear conveyor, paddle wheel arms).	
	Galvanized Paddle wheels	
	Steel items (Lift crane, bridge, bearings along with some bolts)	
	Steel Spuds	
	Bimini Top	
	37 hp. Gasoline Engine	
	Alpha Furnished hand operated paddle wheel lift winch.	
	2 1/2 " SS tube hydraulic spud operation	
	Wash down pump, 120 gallon per minute	
	Delivery & Training	Price: \$146,955.00
TLT-150a		
	Standard Steel Tilt Trailer, comes with:	
	5,200 lb axels, electric hydraulic power pack, 12,000 lb. electric synthetic rope winch with <u>wireless remote</u> .	
	Painted Black using <u>Farm Implement Paint</u>	Price: <u>\$21,000.00</u>
Dollars for a FX-5a Boat and Trailer		\$ 167,955.00
Training		
	4 hours of training in operation and maintenance of equipment	Price: \$ 0.00
Delivery		
	Delivery to the Public Works Garage	Price: \$ 0.00

TERMS OF PAYMENT: 1/3 Down, 1/3 when fabricated parts are welded, 1/3 Upon Delivery

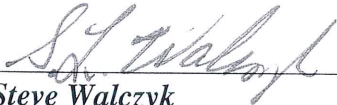
All prices quoted are valid 65 days from the actual date of the opening of IFB 2022-19. Bid is scheduled to open April 26, 2022 at 2pm. Anything dated after this, pricing is subject to change.

ALL PRICES EX-WORKS WEEDSPORT, NEW YORK, USA AND IN U.S. FUNDS

DELIVERY: EX-WORKS Weedsport, New York. Tentatively 10-12 weeks after receipt order depending on equipment ordered and production schedule at time of order placement.

TERMS OF PAYMENT: 1/3 down with order, 1/3 with welded hull and structures done, 1/3 prior to shipment – terms to be negotiated and specified prior to order. Any taxes are extra if applicable

VALIDITY OF OFFER: 65 Days for Machines, 65 days for stainless steel pricing.
Thank you for the opportunity to quote, with best regards,



Steve Walczyk
President



Alpha Boats Unlimited

Barber Welding, Inc.

2517 State Route 31 • P.O. Box 690 • Weedsport, NY 13166

• Phone (315) 834-6645 ext 140 • Fax (315) 834-6045

E-Mail: info@alphaboats.com • Website: www.alphaboats.com

● Trash & Debris Skimmers ● Aquatic Harvesters ● Crane Boats ● Dredges ● Oil Skimmers ●

CERTIFICATION OF WARRANTY

Date: April 20, 2022

**City of Saratoga Springs
Department of Accounts
474 Broadway Suite 14
Saratoga Springs, NY 12866**

In relation to IFB# 2022-19 - **Supply, Delivery, Test and Commissioning of One (1) Aquatic Weed Harvester and Tilt Deck Trailer**. We guarantee the good quality of the Aquatic Weed Harvester and Tilt Deck Trailer system for a period of One (1) Year upon Acceptance and/or Installation which ever comes first from the date of which the equipment and materials have been put into use,

This guarantee covering all defects or failures, which appear therein under proper use and arise from faulty materials or workmanship, it is being understood that such guarantee does not cover damage in consequence of negligence or improper manipulation of the equipment or materials or parts thereof or of improper storage in the vent of the equipment or materials wholly or partly being stored previous to the installation/commissioning.

Thank you.

Alpha Boats Unlimited

Stephen Walczyk

Stephen L. Walczyk, President,
Alpha Boats Unlimited, DBA of Barber Welding Inc.
2517 State Route 31
PO Box 690
Weedsport, NY 13166
Tel: 315-834-6645 ext 170
Fax: 315-834-6045
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April 20, 2022

City of Saratoga Springs
Department of Accounts
474 Broadway Suite 14
Saratoga Springs, NY 12866

Please be advised that all operation, parts and service manuals will be provided upon completion of the fabrication and assembly of the FX5a Aquatic Weed Harvester and TLT150a Tilt Deck Trailer as this equipment is still currently in production.

Sincerely,

Alpha Boats Unlimited



Alpha Boats Unlimited

div. of Barber Welding, Inc.
315-834-6645

- Trash & Debris Skimmers ● Aquatic Harvesters ● Crane Boats ● Dredges ● Oil Skimmers ●

SPECIFICATIONS FOR Saratoga Springs AQUATIC PLANT HARVESTER MODEL FX-5a

INTRODUCTION

The aquatic plant harvester (boat) shall be a completely self-contained, self-powered, capable of operating in water and transportable over public roadway. It shall be capable of cutting, loading, and unloading bottom rooted and floating aquatic plants, and marine floatables' without manual assistance.

Driving the boat with its cutting head submerged into the aquatic plants performs the cutting operation. The forward motion of the boat as well as the inward travel of the cutting head conveyor belt or belts will deposit the cut aquatic plants, building a stack, into the conveyORIZED storage. When the depth of the plant material on the storage conveyor reaches your chosen height, you then hydraulically move the conveyor rearward to make room for the next stack. This procedure is repeated until the rated uniformly loaded storage is achieved. Once the storage conveyor is filled, the cutter head is raised and the boat travels to shore to unload the aquatic plants. This can be accomplished by unloading the aquatic plants directly to the ground or indirectly using a shore or pier conveyor.

The shore/pier conveyor units can then transfer the aquatic plants upward and further away from the boat. This bio-mass can then be dropped off the conveyor on to the ground or into some type of storage container (truck or dumpster) for further disposal.

The boat is highly maneuverable by means of a dual paddle wheel drive system and is equipped with power per specifications to perform all cutting, loading, unloading propulsion, and navigational functions. All operations and functions are controlled from an open operator's platform

1 GENERAL

1.1 The overall dimensions of the boat are as follows:

Length:	Shipping	33' min	(10.0 M)
	Operating	33' min	(10.0 M)
Width:	Shipping	8' - 0"	(2.4 M)
	Operating (Standard)	12' - 3"	(3.7 M)
Height:	Shipping	9' - 8" max	(2.9 M)

The operating height does not include any options, i.e. cab, antennas, or added lighting options.

- 1.2 The basic shipping weight of the skimmer boat shall not exceed 6,500 lbs. (2.948 K) dry.
- 1.3 All dimensions, weights are net, not including options.

2 VESSEL

- 2.1 Where applicable the vessel shall be a monohull, constructed of Stainless Steel 304L and incorporated with four (4) compartments. The hull sides are rib formed for rigidity. All sides, deck and bottom are reinforced with inner frame works. The front and rear section of the bottom shall be double reinforced for additional strength and exterior protection.

Anodes, minimum 4 each 6" x 6" x ½" located on the 4 most rear outward section of the hull.

- 2.2 Each compartment shall have individual one (1) each of 2 inch NPT inspection ports (total of 8) using malleable pipe plugs.
- 2.3 The hull material thickness is as follows:

Main Hull	14 GA	(1.9 mm)
Bow & Stern	14 GA	(1.9 mm)
Deck	14 GA	(1.9 mm)

- 2.4 The deck is finished with anti-skid material in the personnel passage areas.
- 2.5 The hull overall dimensions are:

Length	22' min	(6.7 M)
Height	2' min	(.6 M)
Width	8'- 0"	(2.43 M)

- 2.6 The draft requirements are:
- | | |
|-----------------|----------------------|
| Nominal Empty: | 12" average (.3 M) |
| Nominal Loaded: | 18" average (.46 M) |

3 POWER PLANT

- 3.1 The gasoline fuel power plant is based on a minimum 37HP (27 KW) air-cooled fully enclosed engine or equivalent. The engine includes an electric start and monitoring gauge package. For ease of servicing and protection, the engine is mounted on the Stern of the storage conveyor on its own bridge. This built this way to decrease the noise level (DB) for the operator.
- 3.2 The engine drives a direct-mounted hydraulic pump, which transmits power to all functions on the boat.
- 3.3 The engine is mounted to a base frame, isolated by vibration mounts.
- 3.4 The engine is equipped with a 12 volt D.C. electric system.
- 3.5 The power plant is housed with an aluminum cover over the engine.

4 CONTROL BRIDGE

- 4.1 The standard control bridge on a raised deck with a vinyl back supported seat.
- 4.2 Railings and safety chains are provided on both sides of the deck area for personnel protection.
- 4.3 The console shall contain all hydraulic levers, liquid filled hydraulic gauge, 12 volt power supply, engine RPM and ignition.
- 4.4 This separate self contained engine control panel, in its own housing, is fastened to the console for easy replacement. The engine control panel has a short [approximately 12 inch (30 cm) long] wiring harness with a weather proof plug, a backlit display which is clearly readable in bright sunlight and is housed in a rugged housing. This engine panel controls and monitors the tachometer, hour meter, engine oil pressure, engine temperature, and voltage for efficient operation.
- 4.5 All hydraulic controls are mounted within comfortable reach of the operator. Symbols and/or labels identify all control and gauges. Blocking the operator's forward line of sight with the control panel is not allowed.
- 4.6 Operator Canopy: Bimini Top

5 HYDRAULIC SYSTEM

- 5.1 The harvester is outfitted with a pressure and flow compensated variable volume piston pump and one hydraulic reservoir. A minimum displacement pump of 1.5 cu. in. (30 cc) per revolution.
- 5.2 Total flow capacity [gallons per minute (GPM) or liters per minute (LPM)] shall be sufficient to operate both paddle wheels as well as all cutting and loading conveyor motors simultaneously. The system should allow for all operating functions at infinitely variable speeds from zero to factory set maximum speeds.
- 5.3 Hydraulic oil is to be environmentally safe brand recommended by hydraulic component manufacturers, of correct viscosity for outside operating temperature.
- 5.4 The direct acting hydraulic directional valves are committed to the hydraulic paddle wheels, storage belt, head lift, storage conveyor, front conveyor belting and zinc plated cutting knives. The controls of the paddle wheel are fully independent of each other. This system allows for the bi-directional rotation to be run at infinitely variable speeds from zero to maximum RPM with fingertip controls. All hydraulic valve functions are to have their own independent flow control.
- 5.5 The hydraulic system consists of a fan operated oil cooler and a reservoir capacity of twelve (12) U.S. gallons (45 L). The hydraulic tank shall be lockable and the reservoir shall be equipped with the following components:
 - Lockable device on the filler neck.
 - Return Filter (10 Micron)
- 5.6 Hydraulic circuit is protected by pressure overrides. The paddle wheel motors each shall be protected by cross over cushion (relief) valves.

- 5.7 Where flexibility is required, high quality heavy duty braided rubber hose (minimum Rating of 3000 psi) (207 bar) shall be used per manufacturer specifications. Heavy duty stainless steel tubing is applied where rigidity is necessary. Stainless tubing is uniformly shaped and bent and is neatly mounted to the harvester.
- 5.8 Only high quality hydraulic fittings are be used; all fittings are properly matched in size and rating to the hydraulic tubing and/or hose. Pot metal, inferior metallic fittings and/or plastic fittings are not acceptable.
- 5.9 All hydraulic functions shall be independently activated by direct acting manual hydraulic control levers.

6 FUEL SYSTEM

- 6.1 A fix mounted stainless steel or aluminum tank with top suction and top return fuel lines. Eighteen (18) U.S. gallons (68 L) mounted on the deck starboard side. A locking filler/breather cap and mechanical fuel gauge are provided and labeled for diesel fuel.

7 PROPULSION SYSTEM

- 7.1 Two bi-directional paddle wheels are nominally center mounted on the port and starboard sides of the barge. Paddle wheels are powered by independently controlled, reversible hydraulic wheel motors. Each paddle wheel motor is protected by a cross over relief valve (cushion valve).
- 7.2 Steering and maneuvering of the boat shall be accomplished by independently varying paddle wheel speeds, as well as directions in unison or opposed to each other and shall allow the vessel to turn on its own radius.
- 7.3 For shipping and/or over the road transport, the paddle wheel drive assemblies are designed to tip upward to a position over the top of the storage conveyor and within the width of the barge. Manual removal of the paddle wheels is not necessary.
- 7.4 Each paddle wheel shall measure:
- Width: minimum of 22" (.56 M)
- 7.5 Each paddle wheel has a welded safety ring (donut style) on the inside and outside of each paddle wheel for prevention of hooking onto docks or piers and resisting weed buildup

8 FRONT CONVEYOR:

- 8.1 CONSTRUCTION: The cutting and collection head shall consist of a bow mounted structural pivoting frame supporting the conveyor. The conveyor bed is made of structural Stainless steel with smooth metal sidewalls that are perforated to allow for de-watering and hydro-dynamics of underwater cutting.

- 8.2 **FUNCTION:** The cutting and collection head shall serve to simultaneously cut aquatic plants, and/or collect floating vegetation and debris, and transfer that material from the water into the storage container. Aquatic plants shall be brought on board by means of a hydraulically powered conveyor belt traveling at minimum of 85 feet (25.9 M) per minute.
- 8.3 The cutting and collection head is capable of rising out of the water or lowered to a depth of up to 6'-6" (1.37 M). Elevation and adjustment shall be accomplished by means of two hydraulic cylinders. Length of belting is measured from belting idler shaft to the belting drive shaft. This dimension is to be no less than 12'-6" (3.8 M).
- 8.4 **CUTTER BARS:** The cutting and collection head shall consist of three cutter bars, each having a reciprocating stroke of 3 inches (7.61 cm). The horizontal cutter shall be mounted above the rock guards on the lower front end of the front conveyor frame with zinc plated knives. The two vertical cutters with zinc plated knives shall be attached by bolts, along the front edge of each of the cutting head side panels.
- 8.5 **DIMENSIONS:** The cutter bars shall measure:
- | | | |
|-------------|-------|----------|
| Horizontal: | 5' | (1.52 M) |
| Vertical: | 5'-6" | (1.67 M) |
- 8.6 **DRIVE SYSTEM:** The hydraulic circuit for cutter bars shall be separate from the head conveyor hydraulic circuit. Each of the cutter bars shall be powered by three high torque hydraulic motors via 3/4 inch (1.9 cm) diameter pitman rods with 5/8 inch (1.59 cm) spherical rod end bearings. The front conveyor shall be driven by a high torque keyed hydraulic motor by means of positive chain drive couplings. Hydraulic motors shall be of sufficient capacity to continuously move a fully loaded conveyor belt. Direct acting hydraulic hand operated levers are located near operator (control bridge) within easy reach. Minimum speed of 50 rpm is required but shall have capability up to 150 continuous rpm on all cutter motors.
- 8.7 **IMPACT PROTECTION SYSTEM:** The cutter head incorporates a double impact protection system to minimize damage in the event of collision or striking some underwater object or obstruction. This system consists of the following:
- 8.8 The system shall operate by means of suspension of the cutting head from pivot points located at the ends of a lift arm assembly, which raises or lowers the operating depth of the head.
- 8.9 The rearward weight distribution causes the rear of the cutting head to rest upon a rubber bumper located at the front of the storage conveyor, thus positioning the cutting head for normal operation. A frontal impact shall cause the cutting head to swing back; gravity pulls the head back to the normal position resting on the rubber bumper. This is designed to absorb the bulk of the impact and energy.
- 8.10 **DRIVE SHAFT:** Cutter head conveyor drive is a tube type shaft with a minimum of six (6) drive sprockets. Conveyor shall be driven by 3/8 inch (.96 cm) thick steel sprocket, consisting of thirteen (13) teeth. Sprockets are welded to the tube shaft. Ball type sprockets forged steel sprockets or a center bearing is not acceptable.
- 8.11 **IDLER SHAFT:** Cutter head conveyor idler roller is a bearing mounted smooth tube shaft, 4 inch (10.16 cm) in diameter.

- 8.12 TENSIONING DEVICES: Proper belt tension on the front conveyor is maintained via two external telescoping $\frac{3}{4}$ inch (1.9 cm) threaded tensioning devices at the drive shaft. All threaded take-up rods are stainless steel. Take-up devices are located at the drive shaft ends of the conveyor frames.
- 8.13 CONVEYOR MESH: Cutter head conveyor mesh is Galvanized Steel Standard Duty 1 inch x 1 inch (2.54 cm x 2.54 cm) flat wire beltings.
- 8.14 FRAME PROTECTION: Cutter head frame shall be protected by U.H.M.W. wear strips fixed to the conveyor frame, top and return tracks. All support cross structures shall be protected and U.H.M.W. shall affixed in a manner that does not obstruct the smooth operation of the conveyor belting.

9 STORAGE AND REAR CONVEYORS:

- 9.1 CONSTRUCTION: The storage conveyor consists of two separate solid smooth sheet metal sidewalls. The flooring supporting the conveyor belting is formed sheet metal panels mounted in the frame for easy replacement. High-density polyethylene wear strips are installed on all belt tracks, top and bottom.
- 9.2 STORAGE CONVEYOR DRIVE SYSTEM: The storage conveyor shall have a minimum length of 13'-6" long. (4.1 M) The minimum conveyor belt speed is to be 20 feet (6.10 M) per minute.
- 9.3 REAR CONVEYOR DRIVE SYSTEM: The storage conveyor shall have a minimum length of 8'-6" (2.6 M) long. The belting is driven by high torque keyed hydraulic motor by means of positive chain drive coupling. Hydraulic motor is to be of sufficient capacity to move a fully loaded conveyor belt. The minimum conveyor belt speed is to be 20 feet (6.10 M) per minute.
- 9.4 FUNCTION: In the operating mode the rear storage container shall be kept in a lowered position. To unload, the discharge end can be hydraulically raised to an inclined position.
- 9.5 DISCHARGE EXTENSION: The discharge conveyor shall extend a minimum of 6 feet (1.8 M) beyond the barge stern and be capable of raising a minimum of 4'-5" (1.3 M) to unload. Raising and lowering the rear conveyor shall be accomplished by means of two double acting hydraulic cylinders. Unloading time shall have the capability to be unloaded within ninety seconds.
- 9.6 DRIVE SHAFT: Storage conveyor drive is a tube type shaft with a minimum of seven (7) drive sprockets. Conveyor shall be driven by $\frac{3}{8}$ inch (.96 cm) thick steel sprocket, consisting of thirteen (13) teeth. Sprockets are welded to the tube shaft. Ball type sprockets forged steel sprockets or a center bearing is not acceptable.
- 9.7 IDLER SHAFT: Conveyor idler shaft is a bearing mounted smooth tube shaft, 4 inches (10.2 cm) in diameter.
- 9.8 TENSIONING DEVICES: Proper belt tension on the front conveyor is maintained via two external telescoping $\frac{3}{4}$ inch (1.9 cm) threaded tensioning devices at the drive shaft. All threaded take-up rods are stainless steel. Take-up devices are located at the drive shaft ends of the conveyor frames.
- 9.9 CONVEYOR MESH: Storage conveyor mesh is Galvanized Steel Standard duty 1 inch x 1 inch (2.54 cm x 2.54 cm) flat wire belting.

10 STORAGE CAPACITY:

- 10.1 **STORAGE CAPACITY:** The storage conveyor container shall be self-draining and have a minimum capacity of 225 Cu. Ft. (6.37 Cu. M) Using drop off height from front conveyor vertically down to storage conveyor belting, (multiplied) by intake width, (multiplied by length of belt debris could be stored on) or 3,000 pounds (1360 K) load above net vehicle weight. NO options, uniformly loaded storage conveyor, and whichever is reached first during the course of normal operation.

11 FINISH

PREPARATION & FINISH: All weldment and fabricated parts shall be thoroughly cleaned to remove all grease, oil, and foreign material. Weld, spatter, slag, flux, rust, and corrosion shall be removed. All carbon steel surfaces shall be primed and painted with Epoxy. All steel sheet metal surfaces above and below the waterline are finish coated with epoxy paint.

Stainless Steel and Aluminum is not painted.

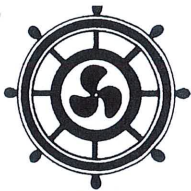
Exception to painting: is the engine, valves, fasteners, ECT.

- 11.1 **COLOR:** Standard Manufacturer color is Safety Orange and Safety Blue.
Stainless Steel is not painted.

12 MISCELLANEOUS

- 12.1 **OWNERS MANUAL:** One (1) set of parts and operating manual is shipped with each harvester. Additional sets may be ordered per customer request.
- 12.2 **ENGINE KEYS:** Two (2) keys to fit ignition.
- 12.3 **PARTS AVAILABILITY:** Parts and fittings for the vessel and any of its accessories, (i.e. engine, hydraulic lines, hydraulic pumps & hydraulic valves, hydraulic motors, hydraulic hoses & hydraulic fittings, hardware; electrical components; etc) are of a manufacture, design and size that are readily available to the buyer. Odd sized, close-out or hard-to-find components are absolutely unacceptable.
- 12.4 **FASTNERS:** On components such as engines, hydraulic components, etc. are those supplied by their manufacturer. Standard fasteners, i.e. nuts, bolts, screws, washers, pins, pop rivets, etc are made of 18-8 stainless where applicable. Plated steel fasteners may be used where strength is an issue.

All dimensions & weights are net, not including options. Specifications subject to change without notice.



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SPECIFICATIONS FOR TILT DECK TRAILER

MODEL TLT-150a

A. General

This Tilt Deck Trailer is specifically designed to mobilize the Model FX-5a aquatic weed harvester. The basic trailer structure consists of two (2) frames: The deck frame and the draw frame. These two frames are connected to each other via a pinned pivot point, two hydraulic cylinders and two locking pins. This design is used to tilt the bed down as to slide the harvester off the trailer for unloading/loading process. To use this simple movement, first remove the locking pins. Second extend the hydraulic cylinders using the built in electric/hydraulic power unit. The trailer deck will now be tilted up to assist in the launching in and retrieval of the harvester from the water with the use of a electric winch. The harvester slides on 4" wide (.10 M) UHMW plastic. A walkway using galvanized Grip Strut (for foot traction) is also supplied which is mounted on top of deck frame for the purpose of a person to safely walk down the deck to fasten or unfasten the winch hook to the harvester. The width of the Grip Strut is 18 ¾" wide (.48 M) and a minimum of 20 feet long (6.10 M). The trailer to be supplied is new and meets the following specifications:

B. Dimensions

Length	37' - 7"	11.46 M
Width	7' - 8"	2.34 M
Height	4' - 11"	1.50 M
Deck Height	2' - 11"	.89 M
Deck Length	26' - 8"	8.13 M

C. Weights

Weight (net)	3,200 lbs	1451.51 KG
Cargo Capacity	6,800 lbs	3084.43 KG
GVWR	10,000 lbs	4535.93 KG

D. Frames

Both the main frame and draw frame are manufactured of wide flanged structural steel beam. Cross members can be structural channel or structural tube.

E. Running Gear (Axles)

Axles: two (2) with a 5,200 lbs (2358.68 KG) capacity of each, for a total of 10,400 lbs (4,717.36 KG).

Electric Brakes: two (2) per axle for a total of four (4).

Tire and Wheel Assembly: Four (4) 225/75-D15, 2,540 lbs (1152.13 KG) load capacity, 15X6 wheel 6 lugs are on 5 1/2" (140 mm) centers. Wheels are painted white.

F. Hitch

The standard trailer is equipped with an adjustable pintle eye type hitch (rated at 10 tons). The hitch height is 26" (0.66 M) above ground and can be adjusted down to 22" (0.61 M). The hitch is also supported by two safety chains and a 8,000 lb (3628 KG) capacity "Jack" with drop leg.

G. Lighting & Markings

The trailer is equipped with all necessary amber and red lighting for night driving, reflectors, as well as stop and turn signal lights. Red and white reflective tape placed on both sides of trailer. A removable plastic light bar is mounted to the back of the trailer. This light bar is to be removed during launching, retrieving, loading and unloading operations. This avoids short circuits and damage to the rear lighting during those operations. USA DOT approved.

H. Hydraulic Power

For ease of servicing and protection, the electric/hydraulic unit is mounted on a frame complete with hydraulic tank, hydraulic pump and battery. Hydraulic oil is to be environmentally safe type recommended by hydraulic component manufacturers, of correct viscosity for outside operating temperature.

I. Winch

The trailer is furnished with a 12,000 lb. (5443 KG) Heavy Duty Electric powered winch with wireless remote for the reloading of the harvester onto the trailer deck. Wireless Remote pull in and feed-out of the cable. Additionally the Synthetic Rope can be free wheeled out without a load. The 100 ft. (30 M) long Rope has a hook attached at the end for connection to the harvester.

J. Finish

PREPARATION & FINISH: All weldment and fabricated parts shall be thoroughly cleaned to remove all grease, oil, and foreign material. All carbon steel surfaces shall be finished with Farm Implement Paint. Color is Black.

Exception is the axels, springs, brakes, winch, valves, fasteners, ECT.

M. Fasteners

Components such as engines, hydraulic components, axels, etc. are supplied with their standard fasteners. Pop rivets, etc are made of 18-8 stainless. There are some plated steel fasteners used where strength is an issue.

O. Items to be supplied with trailer

OWNERS MANUAL: One (1)

All dimensions & weights are net, not including options. Specifications subject to change without notice.

**STATEMENT OF SPECIFICATIONS
For the Weed Harvester & Trailer**

TOTAL BID IN FIGURES: \$ 167,955.⁰⁰

TOTAL BID WRITTEN: One hundred sixty seven thousand nine hundred fifty five dollars and ⁰⁰/₁₀₀

ESTIMATED DELIVERY AFTER RECEIPT OF ORDER: Tentatively 10-12 weeks from receipt of order.

Optional Trade-In:

The City, The City, at its sole discretion, has the option to trade in a used 2006 Aquamarine Weed Harvester, Vin# 2E9BJ34CX61008003 in "as is" condition at the time of bid opening. This equipment is available for inspection at the Public Works Highway Garage. Bidder shall state the amount of allowance to be deducted from the Bidder's Proposal, should this option be exercised.

TRADE-IN ALLOWANCE for 2006 Weed Harvester & Trailer:

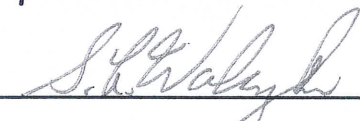
\$ 16,500.⁰⁰

COMPANY NAME: Alpha Boats Unlimited dba Barber Welding, Inc.

ADDRESS: 2517 State Route 31 (P.O. Box 690)

Weedsport NY 13166 Phone No. (315) 834-6648
(City) (State) (Zip)

E-MAIL ADDRESS: slwalczyk@barberweldinginc.com
info@alphaboats.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Stephen L Walczyk

TITLE: President DATE: _____

City Saratoga Springs' NON-COLLUSIVE BIDDING CERTIFICATION: Section §139(d) State Finance Law

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

City Saratoga Springs' VENDOR CODE OF CONDUCT

The City is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from Vendors that the City conducts business with. The City requires that all Vendors abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with the Vendor. Vendors agree to provide all information requested when necessary to demonstrate compliance with this Code. To promote a working relationship with the City based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City related projects and transactions.
- Not engage in any course of conduct with City employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City any activity by a City employee or contractor, consultant or vendor of the City that is inconsistent with the City of Saratoga Springs' Code of Ethics.

At a minimum, the City requires that all vendors, suppliers and their subcontractors will meet the following standards:

- Agree to comply with all applicable local, state and federal laws, regulations, statutes, rules and procedures.
- Set working hours, wages, and NYS statutory benefits and overtime pay in compliance with applicable labor laws.
- Provide and treat workers with a safe and healthy work environment that complies with local, state and federal laws.
- No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Provide a working environment for employees to have the right to decide whether they want collective bargaining.
- Ensure that subcontractors shall operate in a manner consistent with this Code.
- Comply with all applicable environmental laws and regulations. Vendors, suppliers and subcontractors shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors, suppliers and subcontractors are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor hereby acknowledges that it has received the City Non-collusive Bidding Certification and Vendor Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein. You the Vendor acknowledge that your failure to comply with any condition, requirement, policy or procedure may result in the termination of your business relationship with the City. You the Vendor may reserve the right to terminate this agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature:  Printed name: Stephen L Wolczyk

Title: President Date: 4-20-2022

Company Name: Alpha Boats Unlimited dba Barber Welding, Inc.

Company Address: 2517 State Route 31 Woodport NY 13146

Subscribed to under penalty of perjury under the laws of the State of New York, this 20th day of April, 2022 as the act and deed of said corporation or partnership.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ City of Saratoga Springs _____ (“Owner”) and
_____ Layne Christensen Company _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents.* Work generally includes:
Geyser Crest Well 7

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Geyser Crest Well 7.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by C.T. Male Associates which is to assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The City of Saratoga Springs Chief Water Treatment Plant Operator will act as the Owner’s Representative.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Dates for Substantial Completion and Final Payment*

- A. The work which shall commence at the time stipulated by the City in the Notice to Proceed to Contractor. All work shall be substantially completed on or before July 15, 2022 with final completion on or before July 29, 2022.

4.3 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner

\$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor

shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A.:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment at the appropriate phases of completion during performance of the Work. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentages indicated on the approved schedule of values but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 Percent of Work completed (with the balance being retainage); and

b. 95 Percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.3 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement
2. Performance bond
3. Labor & Materials bond
4. General Conditions
5. Supplementary Conditions
6. Specifications
7. Drawings consisting of 1 sheet with each sheet bearing the following general title:

“Geyser Crest Well 7 City of Saratoga Springs”

8. Certificate of Insurance
9. Executed Risk & Safety Agreement
10. Addenda
11. Exhibits to this Agreement (enumerated as follows):

- a. Contractor’s Bid
- b. Documentation submitted by Contractor prior to Notice of Award

12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed
- b. Work Change Directives.
- c. Change Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.2 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 *Contractor's Certifications*

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Saratoga Springs

Layne Christensen Company

By: _____

By: Charles M. Crook

Title: _____

Title: Charles M. Crook, WRD Area Manager

City Council Approval: _____

(If Contractor is a corporation, a partnership,
or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: Title: Mary Foy

Title: Mary Foy, Administrative Assistant

Address for giving notices:

Address for giving notices:

134-2 Layne Lane
PO Box 917
Schoharie NY 12157

License No.: NYRD10233

(Where applicable)

(If Owner is a corporation, attach evidence
of authority to sign. If Owner is a public body, attach
evidence of authority to sign and resolution or other
documents authorizing execution
of this Agreement.)

Agent for service of process:



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____

As Principal, hereinafter called Contractor, and _____

_____ as Surety, hereinafter called Surety are held and firmly bound unto the City of Saratoga Springs as Obligee hereinafter called Owner, in the amount of

_____ Dollars; (\$ _____), for payment whereof of Principal Successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a Contract with Owner for "RFP #2022-14 – Geyser Crest Well 7 ". The Contract is by reference made part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in the Project Area, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations there under, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or
- 2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price," as used in this paragraph shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this__day of _____, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

_____(Seal)
(Individual Principal)

(Business Address)

_____(Seal)

(Business Address)

Attest:

By: _____

(Corporate Principal)

(Business Address)

Attest:

By: _____(Seal)

(Corporate Surety)

(Business Address)

Affix

Countersigned

By: _____Corporate Seal

By: _____

*Attorney-in-Fact, State of _____

*Power-of-Attorney for person signing for Surety Company must be attached to Bond.



LABOR AND MATERIAL PAYMENT BOND

Note: This Bond is issued simultaneously with another Bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That _____ Principal

(Hereinafter called Principal) and _____
_____ as Surety
(hereinafter called Surety) are held and firmly bound unto the City of Saratoga Springs as Obligee
(hereinafter called Owner) for the use and benefit of claimants as herein below defined; in the amount of
_____ Dollars

(\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a Contract with Owner for "RFP #2022-14 – Geyser Crest Well 7 ". The Contract is by reference made part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance for the performance of the Contract, or any other forbearance on the part of either the Obligee or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment, and have execution hereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this__day of __, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

_____(Seal)

(Business Address) _____

_____(Seal)

(Business Address)

Attest:

By: _____

(Corporate Principal)

_____(Business Address)

BY: _____Affix

Corporate Seal

Attest:

(Corporate Surety)

_____(Business Address)

BY: _____Affix

(Corporate Seal)

Countersigned

*Attorney-in-fact, State of

*Power-of-Attorney for person signing for Surety Company must be attached to Bond.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2022

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 LIC #0C36861 1-415-403-1491 Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco, CA 94111		CONTACT NAME: Kimberly Leikam PHONE (A/C, No. Ext): 415-403-1491 FAX (A/C, No): 415-874-4818 E-MAIL ADDRESS: kleikam@alliant.com															
INSURED Layne Christensen Company 585 West Beach Street Watsonville, CA 95076		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: VALLEY FORGE INS CO</td> <td>20508</td> </tr> <tr> <td>INSURER B: CONTINENTAL CAS CO</td> <td>20443</td> </tr> <tr> <td>INSURER C: TRANSPORTATION INS CO</td> <td>20494</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: VALLEY FORGE INS CO	20508	INSURER B: CONTINENTAL CAS CO	20443	INSURER C: TRANSPORTATION INS CO	20494	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 65410349

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		GL2074978689	10/01/20	10/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BUA2074978692	10/01/20	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUE2068209453	10/01/21	10/01/22	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC274978630 (CA)	10/01/21	10/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC274978658 (NY)	10/01/21	10/01/22	E.L. EACH ACCIDENT \$ 2,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WC274978644 (AOS/StopGap)	10/01/21	10/01/22	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
C				WC274978661 (MT,WI,HI)	10/01/21	10/01/22	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


Re: Geyser Crest Well 7

City of Saratoga Springs, its elected and/or appointed officials, officers, agents and employees are included as Additional Insured as required by written and executed agreement per the attached endorsements. Coverage is primary & non-contributory. Excess/Umbrella follows form.

30 Days Written Notice of Cancellation for Non-Renewal and 10 Days Notice of Cancellation for Non-Payment of Premiums
 GL Per ISO Form CG 0001 10/01; AL Per ISO Form CA0001 10/13

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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65410349

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

05/09/2022

NAME OF INSURED: Layne Christensen Company

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.



**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
 - a. The maximum permitted by law;
 - b. That required by the "written contract";
 - c. That described in **B.1.** above; or
 - d. That afforded to you under this policy,whichever is less.
4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or

any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- D.** Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1. Is currently in effect or becomes effective during the term of this policy; and
 - 2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury,"
- for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc.



POLICY NUMBER: GL2074978689
EFFECTIVE: 10/01/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGES – NOTICE OF CANCELLATION
OR MATERIAL COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.
2. Address: Per Certificates of Insurance on file with the broker.
3. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Notice of Cancellation or Material Change –
Designated Person or Organization**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

2. Address: Per Certificates of Insurance on file with the broker.

3. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
19	BUA 2074978692

Complete Only When This Endorsement Is Not Prepared With the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT
Granite Construction Company	10/01/2020



Countersigned by


Authorized Representative



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract

2. Notice will be mailed to:

Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

Address: Per Certificates of Insurance on file with the broker

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 10-1-21

Policy No. WC274978630 Valley Forge Insurance Company

WC274978644 Valley Forge Insurance Company

WC274978658 Transportation Insurance Company

WC274978661 Transportation Insurance Company

WC 99 06 06



NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

 DATE (MM/DD/YYYY)
05/09/2022

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY Alliant Insurance Services, Inc.		License # 0C36861		NAMED INSURED(S) Layne Christensen Company	
POLICY NUMBER GL2074978689		EFFECTIVE DATE 10/1/2020		CARRIER Valley Forge Insurance Company	
				NAIC CODE 20508	

ADDENDUM INFORMATION

CERTIFICATE NUMBER:

REVISION NUMBER:

A. Insurer

☒ Admitted / authorized

☐ Excess line or free trade zone

B. General Liability (GL) policy form

☒ ISO / ISO modified

☐ Other

C. Specific operations excluded or restricted (GL policy)

☐ Location: _____

☐ Type of construction: _____

☐ Building height: _____

☐ Classifications [see attached declarations / endorsement]

☐ Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

☐ CG 20 10 ☐ CG 20 26 ☐ CG 20 32 ☐ CG 20 33 ☐ CG 20 37 ☐ CG 20 38

☒ Other: # **G140331D** Title: **Blanket Additional Insured Owners, Lessees or Contractors with Products/Comp. Ops.**

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

☒ Yes ☐ No and ☐ no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

☒ Yes ☐ No and ☐ no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

☐ Yes, by specific policy provision ☐ Yes, by endorsement ☐ No and ☐ no other option is available with this insurer



AUTHORIZED REPRESENTATIVE SIGNATURE

05/09/2022

DATE (MM/DD/YYYY)



NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

 DATE (MM/DD/YYYY)
05/09/2022

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY Alliant Insurance Services, Inc.		License # 0C36861		NAMED INSURED(S) Layne Christensen Company	
POLICY NUMBER CUE2068209453		EFFECTIVE DATE 10/1/2021		CARRIER Continental Casualty Company	
				NAIC CODE 20443	

ADDENDUM INFORMATION

CERTIFICATE NUMBER:

REVISION NUMBER:

A. Insurer

☒ Admitted / authorized

☐ Excess line or free trade zone

B. General Liability (GL) policy form

☐ ISO / ISO modified

☐ Other

C. Specific operations excluded or restricted (GL policy)

☐ Location: _____

☐ Type of construction: _____

☐ Building height: _____

☐ Classifications [see attached declarations / endorsement]

☐ Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

☐ CG 20 10 ☐ CG 20 26 ☐ CG 20 32 ☐ CG 20 33 ☐ CG 20 37 ☐ CG 20 38

☐ Other: # _____ Title: _____

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

☐ Yes ☐ No and ☐ no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

☐ Yes ☐ No and ☐ no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

☒ Yes, by specific policy provision ☐ Yes, by endorsement ☐ No and ☐ no other option is available with this insurer



AUTHORIZED REPRESENTATIVE SIGNATURE

05/09/2022

DATE (MM/DD/YYYY)



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Layne Christensen Company 585 West Beach Street Watsonville, CA 95076 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 831-768-4171 1c. NYS Unemployment Insurance Employer Registration Number of Insured 5021721 1d. Federal Employer Identification Number of Insured or Social Security Number 48-0920712
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Transportation Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC274978658 3c. Policy effective period 10/01/2021 to 10/01/2022 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

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

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

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

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

Approved by: Kimberly Leikam
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  05/09/2022
(Signature) (Date)

Title: Account Executive Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 415-403-1491

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

Workers' Compensation Law

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

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



RON KIM
MAYOR

MINITA SANGHVI
COMMISSIONER OF FINANCE

ANTHONY SCIROCCO
COMMISSIONER OF PUBLIC WORKS

JAMES MONTAGNINO
COMMISSIONER OF PUBLIC SAFETY

DILLON MORAN
COMMISSIONER OF ACCOUNTS

City of Saratoga Springs, NY

Request for Proposal

Geyser Crest Well 7

*PREPARED BY: C.T. Male Associates
April 2022*

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2022-14 – Geyser Crest Well 7

Name of Bidder: Layne Christensen Company

RFP Opening: Thursday, May 5, 2022 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
474 Broadway Suite 14
Saratoga Springs, NY 12866

City Saratoga Springs' NON-COLLUSIVE BIDDING CERTIFICATION: Section §139(d) State Finance Law

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

City Saratoga Springs' VENDOR CODE OF CONDUCT

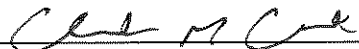
The City is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from Vendors that the City conducts business with. The City requires that all Vendors abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with the Vendor. Vendors agree to provide all information requested when necessary to demonstrate compliance with this Code. To promote a working relationship with the City based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City related projects and transactions.
- Not engage in any course of conduct with City employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City any activity by a City employee or contractor, consultant or vendor of the City that is inconsistent with the City of Saratoga Springs' Code of Ethics.

At a minimum, the City requires that all vendors, suppliers and their subcontractors will meet the following standards:

- Agree to comply with all applicable local, state and federal laws, regulations, statutes, rules and procedures.
- Set working hours, wages, and NYS statutory benefits and overtime pay in compliance with applicable labor laws.
- Provide and treat workers with a safe and healthy work environment that complies with local, state and federal laws.
- No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Provide a working environment for employees to have the right to decide whether they want collective bargaining.
- Ensure that subcontractors shall operate in a manner consistent with this Code.
- Comply with all applicable environmental laws and regulations. Vendors, suppliers and subcontractors shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors, suppliers and subcontractors are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor hereby acknowledges that it has received the City Non-collusive Bidding Certification and Vendor Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein. You the Vendor acknowledge that your failure to comply with any condition, requirement, policy or procedure may result in the termination of your business relationship with the City. You the Vendor may reserve the right to terminate this agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature:  Printed name: Charles M. Crook

Title: Area Manager Date: 05/02/2022

Company Name: Layne Christensen Company

Company Address: 134-2 Layne Lane, PO Box 917, Schoharie, NY 12157

Subscribed to under penalty of perjury under the laws of the State of New York, this 4th day of May, 2022 as the act and deed of said corporation or partnership.



City of Saratoga Springs, NY: *Risk and Safety Agreement for Contractor Services*

City Project Number: 2022-14 City Project Name: Geyser Crest Well 7 Prevailing Wage Project No.: 2022003551
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: Layne Christensen Company
Company Address: 134-2 Layne Lane, PO Box 917, Schoharie, NY 12157
Company Telephone No.: 518-295-8288 Company Fax No.: 518-295-8289
Contractor Primary Contact for This Project: Charles Crook Title: Area Manager

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 Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City requires the Contractor name the City of Saratoga Springs as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **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.

It shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety via mail to **Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866**, within two (2) days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Contractor 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 Contractor 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 Contractor 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 Contractor. All insurance required of the Subcontractor shall name the City as an *Additional Insured on a primary and non-contributory* basis for the same coverage all those activities performed within its contracted activities for the contract as executed.

The Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees, from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor 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 Contractor, as aforesaid.

The Contractor 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 Contractor 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 Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor 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 Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor 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 Contractor or other persons, while engaged in the performance of any work or services required by the Contractor 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 Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Contractor. If the City exercises its rights pursuant to this part, the Contractor shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Contractor's service to the public or the City's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City shall have the right to immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Contractor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Contractor Signature:  Date: 5-4-2022



BID BOND

Layne Christensen Company
585 West Beach Street Watsonville, CA 95076

KNOW ALL MEN BY THESE PRESENT: That we the undersigned, (Contractor Name & Address) as Principal and
Travelers Casualty and Surety Company of America as SURETY are held and firmly bound unto Owner hereinafter called CITY
OF SARATOGA SPRINGS in the sum of (\$ i.e., 10%) of the Amount Bid Dollars (\$) Ten Percent (10%) of Bid Amount
for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying
bid dated May 5, 2022.

For RFP #2022-14 – Geyser Crest Well 7

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening
of the same, or if no period specified, within sixty (60) calendar days. After said period specified, within ten (10)
calendar days after the prescribed forms with the City of Saratoga Springs in accordance with the bid as accepted
and give bond with good faithful performance and proper of said bid within the period specified, or the failure to
enter into such Contract and give such bond within the time specified, if between the amount specified in said bid
and the amount for which the City of Saratoga Springs the difference between the amount specified in said bid and
the amount for which the City of Saratoga Springs may procure and the required work or supplies for both, if the
latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full
force and effort.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this
28th day of April, 2022, the name and corporate seal of each corporate party being hereto
affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

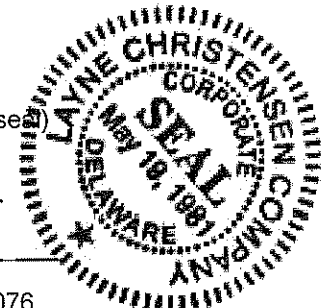
N/A INDIVIDUAL PRINCIPAL (seal)

N/A BUSINESS ADDRESS

N/A PARTNERSHIP (seal)

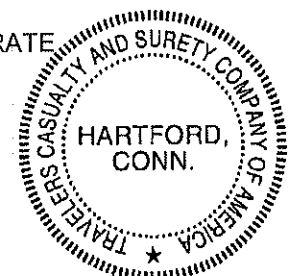
N/A BUSINESS ADDRESS

ATTEST: Mary Doy BY Chet M. Cook
Layne Christensen Company
CORPORATE PRINCIPAL
585 West Beach Street Watsonville, CA 95076
BUSINESS ADDRESS



BY _____ AFFIX CORPORATE SEAL

ATTEST: Ashley Stinson Travelers Casualty and Surety Company of America
Ashley Stinson, Attorney-In-Fact CORPORATE SURETY
BY Isabel Barron AFFIX CORPORATE
Isabel Barron, Attorney-In-Fact SEAL



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz

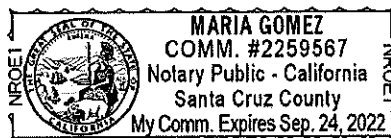
On April 28, 2022 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron & Ashley Stinson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Maria Gomez*
Maria Gomez, Notary Public



(Seal)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

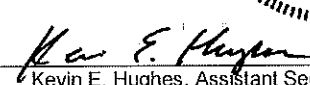
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such Power of Attorney or certificate shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

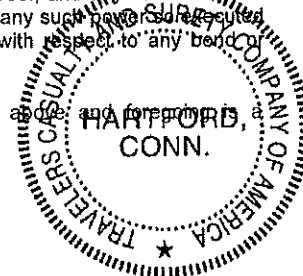
I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this April 28, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ashley Stinson** of **WATSONVILLE**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

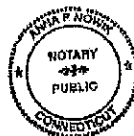
By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

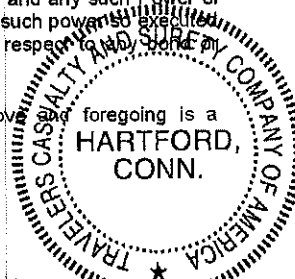
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this April 28, 2022



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2022

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

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

PRODUCER LIC #0C36861 Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco, CA 94111	1-415-403-1491	CONTACT NAME: Kimberly Leikam PHONE (A/C, No, Ext): 415-403-1491 E-MAIL: kleikam@alliant.com ADDRESS: 100 Pine Street, 11th Floor San Francisco, CA 94111	FAX (A/C, No): 415-874-4818
INSURED Layne Christensen Company 585 West Beach Street Watsonville, CA 95076	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: VALLEY FORGE INS CO	20508
		INSURER B: CONTINENTAL CAS CO	20443
		INSURER C: TRANSPORTATION INS CO	20494
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 65336446

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	GL2074978689	10/01/20	10/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	BUA2074978692	10/01/20	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		CUE2068209453	10/01/21	10/01/22	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC274978630 (CA) WC274978658 (NY) WC274978644 (AOS/StopGap) WC274978661 (MT,WI,HI)	10/01/21 10/01/21 10/01/21 10/01/21	10/01/22 10/01/22 10/01/22 10/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Bidding Purposes Only

City of Saratoga Springs, its elected and/or appointed officials, officers, agents and employees are included as Additional Insured as required by written and executed agreement per the attached endorsements. Coverage is primary & non-contributory. Excess/Umbrella follows form.

30 Days Written Notice of Cancellation for Non-Renewal and 10 Days Notice of Cancellation for Non-Payment of Premiums
GL Per ISO Form CG 0001 10/01; AL Per ISO Form CA0001 10/13

CERTIFICATE HOLDER

City of Saratoga Springs
Office of Risk and Safety
474 Broadway, Suite 14
Saratoga Springs, NY 12866

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/02/2022

NAME OF INSURED: Layne Christensen Company

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.



STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder, Layne Christensen Company
2. Permanent main office address, 585 West Beach Street, Watsonville, CA 95076
3. Year organized, 1882
4. If a Corporation, where incorporated, Delaware
5. How many years have you been engaged in the contracting business under your present firm or trade name? 1882
6. Provide three (3) references (list amount of each contract and the agency contact person, phone, and email address).

PROJECT NAME / AMOUNT	CONTACT NAME	PHONE	EMAIL
Paris, NY - Test & Production Wells	Claude Cormier HydroSource Assoc.	603-279-0301	ccormier@teamhydrosources.com
Plattsburgh, NY New Production Well	Jonathan Ruff Plattsburgh, NY	518-536-7519	ruffj@cityofplattsburgh-ny.gov
Wallkill, NY Well & Pump Maintenance	Eric Hanson Hanson VanVleet, LLC	518-371-7940	ehanson@hansonvanvleet.com

7. General character of work performed by your company.
Water Well Management, Well Drilling, Cleaning and Maintenance
8. Have you ever defaulted on a contract? If so, where and why?
See Appendix A1
9. Have you ever failed to complete any work awarded to you? No
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
McVeytonw, PA Production Well - \$164,745 - 05/2022
Village of Sidney, NY Production Wells - \$640,053 - 10/2021

Village of Wallkill, NY Production Wells - \$350,000 - 06/2021

Town of Rotterdam, NY Production Wells - \$291,562 - 04/2017

Town of Chesterfield, NY Production Well - \$443,780 - 05/2019

11. List your major equipment available for this contract.

See Appendix B1

12. Background and experience of the principal members of your organization, including the officers.

See Appendices C1

13. Credit available: \$ See Appendix D1.

14. Give bank reference: See Appendix D1

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the local public agency? Yes

THE UNDERSIGNED hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Local Public Agency in verification of Bidder's Qualifications.

Dated this day of: May 4th 2022

Signature: Charles M. Crook

Printed name: Charles M. Crook

Title: Area Manager

Company: Layne Christensen Company

Company Address:

134-2 Layne Lane, PO Box 917

Schoharie, NY 12157



BID PROPOSAL

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

Geyser Crest Well 7 – RFP 2022-14

RFP Opening: Thursday, May 5, 2022 at 2:00 p.m.

AND RETURN TO:
City of Saratoga Springs
City Clerk
474 Broadway
Saratoga Springs, NY 12866

BID PROPOSAL SUBMITTED BY

Bidder Layne Christensen Company,
(Contractor)

DEAR COMMISSIONER:

The undersigned has inspected the proposed work site, reviewed the Instructions to Bidders, Plans and Specifications and hereby agrees to perform the specified Geyser Crest Well 7 complete as indicated in the project documents including all labor, materials, machinery, sheeting, tools, equipment and other means of construction necessary and incidental, complete and ready for use, as outlined in the project documents. The work, which the contractor is required to perform under this contract shall commence at the time stipulated by the City in the Notice to Proceed to Contractor. All work shall be substantially completed on or before July 15, 2022 with final completion on or before July 29, 2022.

UNIT PRICE BASE BID:

Provide all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to: Geyser Crest Well 7 work, according to the following Unit Price Bid Schedule

	Pay Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	General Conditions, Mobilization, Demobilization	1	LS	\$9,500	\$9,500
2	RESERVED	-	-	-	-
3	24" Working Casing	43	LF	\$295	\$12,685
4	16" Steel Well Casing	35	LF	\$325	\$11,375
5	Well Screen	1	LS	\$9,500	\$9,500
6	Grout	1	LS	\$5,000	\$5,000
7	Set Up and Remove Test Pump	1	LS	\$6,500	\$6,500
8	Step Test	1	LS	\$6,400	\$6,400
9	72 Hour Pump Test and Recovery	1	LS	\$21,650	\$21,650
10	Well Development	24	HR	\$415	\$9,960
11	Restoration	1	LS	\$1,895	\$1,895
12C	Allowance	1	LS	\$5,000	\$5,000
TOTAL BID					\$99,465

CONTINGENCY ALLOWANCE:

The bid includes a \$5,000.00 contingency allowance for unforeseen conditions or extra work requested beyond the scope of the contract documents. Engineer shall review and approve any use of this allowance. Contractor agrees that this contingency allowance is for the sole use of Owner to cover unanticipated costs.

BID BOND OR BID DEPOSIT:

A bid bond or bid deposit check for 10% of the total bid price, made payable to the Commissioner of Finance is attached in the amount of \$ Ten Percent (10%) of Bid Amount security as required by the Instructions to Bidders for the project.

ACKNOWLEDGEMENTS

Acknowledgement is hereby made of the receipt of the following Addendum:

Addendum No. I dated 04/28/2022

Addendum No. _____ dated _____

Addendum No. _____ dated _____

The foregoing proposal (s) include all labor, supervision, material, taxes (if any), overhead, bond costs, profit and other considerations normally included in construction contract costs.

The Undersigned understands that the Owner reserves the right to accept or to reject any proposal(s), but that if notice of the acceptance of this proposal is mailed, telegraphed or delivered to the Undersigned within thirty (30) days after the opening of the bids, or any time before this proposal is withdrawn, the Undersigned will execute a contract with the City of Saratoga Springs for this work.

The Undersigned further agrees that if awarded the contract, he will: (1) Commence work upon receipt of the executed contract, (2) that he will provide bonds as required, (3) that he will commence active construction work at the site as outlined in the Notice to Proceed, (4) that he will substantially complete the work in its entirety, ready for use by the Owner as per the project documents.

Date: Charles M. Crook, 2022

Signed: 5-4-2022

Printed Name: (Principal of Company)
Charles M. Crook

Title: Area Manager

Company: Layne Christensen Company

Address: 134-2 Layne Lane, PO Box 917

Schoharie, NY 12157

Telephone Number: 518-295-8288 Fax Number: 518-295-8289

Cellular Number: 518-281-3487

Email: charles.crook@gcinc.com

TERMINATION FOR CAUSE

Layne Christensen Company is a global water management, construction and drilling company, providing solutions for water, mineral and energy resources that has been in business for over 100 years. Layne is involved with public and private works contracts which, as a general rule, contain termination for convenience clauses.

While Layne has an excellent reputation in the industry for its work product and for completion of projects in a timely manner, it has been terminated on three projects, details of which are described below.

1. **Year:** 2017
Owner: Georgia Environmental Finance Authority ("GEFA")
Owner Contact Information: GEFA, 233 Peachtree St., NE, Suite 900, Atlanta, GA 30303; Tel: 40-584-1000; Kevin Clark, Executive Director
Project Location: Atlanta, Georgia
Status: A legal dispute currently exists regarding work performed by Layne Christensen Company prior to its acquisition by Granite.
2. **Year:** 2018
Owner: Broward County
Owner Contact Information: Broward County, Water & Wastewater Services, 2555 W. Copans Rd, Pompano Beach, FL 33069; Tel: 954-831-0705; Alan W. Garcia, P.E., Director
Project Location: Broward County, Florida
Status: A legal dispute currently exists regarding work performed by Layne Christensen Company prior to its acquisition by Granite.
3. **Year:** 2017
Owner: Mount Michael Foundation
Owner Contact Information: Mount Michael Foundation, Inc., 22250 Mount Michael Road, Elkhorn, NE 68022; Tel: 402-289-4539; Rev. Louis Sojka, O.S.B.
Project Location: Elkhorn, Nebraska
Status: RESOLVED; the parties resolved this issue.



PO Box 917, 134-2 Layne Lane
Schoharie, NY 12157

P 518-295-8288 F 518-295-8289
graniteconstruction.com

AVAILABLE EQUIPMENT

The following equipment is available in the Schoharie, NY yard for the use on Well Drilling, Redevelopment and Maintenance Repairs

(1) Foremost 24" Dual Rotary Drill Rig

(1) 28L Cable Tool Drill Rig

Terex Crane Rig equipped with Hydraulic Surging Piston – 23 Ton

(1) National Crane – 23 Ton

(1) Hunke Rig with Pump Hoist Winch – 20 Ton

(1) Rig Tenders

Multiple Flatbed Trailers & Trucks

(1) BoreBlast® Impulse Generator Assembly

(1) Laval R-Cam High Resolution Colored Right-angle
View Downhole Camera

(2) Hand Held Color Downhole Video Cameras

Multiple Submersible Developing Pumps

Multiple 1,500 Gallon Neutralization Tanks

1,000 Gallon Chemical Treatment Skid

Generators and Air Compressors



Layne Christensen Company
List of Officers

Name	Present Office Position
Radich, James A.	President Group Manager
McClanahan, Denise C.	Vice President Granite Inliner Division
Wartick, Kent M.	Vice President Water Services Division
Penzhorn, Gernot E.	Vice President Mineral Services Division
Curtis, Elizabeth L.	Chief Financial Officer
Olson, Kenneth B.	Treasurer Assistant Secretary
Storm, Aaron (NMN)	Secretary
Jebavy, Terry (NMN)	Group Controller Assistant Secretary
Blackburn, Nicholas B.	Assistant Secretary
Sneltan, Brian M.	Assistant Secretary

(NMN) = No Middle Name



WRD Area Manager

Charles M. Crook

Mr. Crook is the Area Manager of Layne Christensen Company's Well & Pump Division in Schoharie, New York. He is responsible for office management, project management, bids, proposals, and general operations. The Schoharie branch has one Area Manager, one Administrative Assistant, one Senior Project Manager, one Field Superintendent and eight Field Employees.

Mr. Crook's practical experience includes drilling, well and pump rehabilitation and the installation of vertical turbine and submersible pumps.

<i>EXPERIENCE:</i>	January '18 to Present	Water Resources Area Manager Layne Christensen Company Layne Well & Pump Division Schoharie, NY
	February '15 to January '18	Account Manager / Project Manager Layne Christensen Company Layne Well & Pump Division Schoharie, NY
	June '14 to February '15	Installer/Driller's Assistant Layne Christensen Company Layne Well & Pump Division Schoharie, NY

CERTIFICATIONS: Goulds Water Technology School – Turbine Pumps
Johnson Screens – Groundwater & Well Design Class
NGWA – National Ground Water Association

EDUCATION: Bachelor of Science in Finance, Canisius College, Buffalo, N.Y.



Field Superintendent

Arthur Reinheimer, Jr.

Mr. Reinheimer is the Field Superintendent of Layne Christensen Company's Well & Pump Division in Schoharie, New York. He is responsible for all drilling and pump operations in the field. The Schoharie branch has nine field employees.

Mr. Reinheimer's practical experience includes all phases of drilling, including well and pump rehabilitation and the installation of vertical turbine and submersible pumps.

<i>EXPERIENCE:</i>	May '99 to Present	Field Superintendent Layne Christensen Company Well & Pump Division
	March '98 to May '99	Field Superintendent Layne Christensen Company Well & Pump Division Suffolk, VA
	December '94 to March '98	Field Superintendent Hydro Group, Inc. Layne Well & Pump Division Ashland, VA
	July '85 to December '94	Installer/Driller Hydro Group, Inc. Layne Well & Pump Division Schoharie, NY
	July '83 to July '85	Installer/Driller's Assistant Hydro Group, Inc. Layne Well & Pump Division Schoharie, NY

<i>REGISTRATIONS:</i>	Certified Crane Operator State of New York
	NGWA Water Well Driller/ Pump License
	NGWA - New York State Well Driller Certification
	Licensed Water Well Driller/Pump Installer in following states: NY, VT, RI, NH, MA, CT, ME
	Hazardous Waste 40-hour Program
	Hazardous Waste 8-hour Supervisor Program
	10 Hour OSHA Construction Training Program



Driller

Robert Rehberg

Mr. Rehberg is a Driller of Layne Christensen Company's Well & Pump Division in Schoharie, New York. He is responsible for all aspects of drilling operations using the Dual-Rotary drilling method. This includes experience with shallow and deep bedrock and overburden wells, both natural and gravel packed with well sizes up to 24". Mr. Rehberg is experienced with industrial customers, municipal customers as well as working with engineers and hydrogeologists onsite.

<i>EXPERIENCE:</i>	March '98 to Present	Driller Layne Christensen Company Well & Pump Division
	1986 to March '98	Driller Hydro Group, Inc. Layne Well & Pump Division

<i>REGISTRATIONS:</i>	Hazardous Waste 40-hour Program
	Hazardous Waste 8-hour Refresher Program
	NGWA Well Driller Certification
	Certified Hoisting Engineer, State of Massachusetts



Banking Reference

BANK OF AMERICA

c/o: Mukesh Singh, Vice President
One Bryant Park, 18th Floor
New York, NY 10036
(646) 743-2640
Email: msingh64@bofa.com

Company has maintained a banking relationship since 1931

Accounts: various

Line of Credit as of December 31, 2021:

Credit Line: \$275,000,000
Available: \$231,999,960
Against Line: \$43,000,040
Secured by Equipment and Real Property holdings
Expires/matures: 5/31/2023
Security
Required: Yes

Bank Rating: A+/Aa2/AA+

Geyser Crest Well 7 Construction and Testing RFP 2022-14 Bid Results

	Item	Unit Price	Total Price
Layne Christensen Company	1	\$9,500.00	\$9,500.00
	2		
	3	\$295.00	\$12,685.00
	4	\$325.00	\$11,375.00
	5	\$9,500.00	\$9,500.00
	6	\$5,000.00	\$5,000.00
	7	\$6,500.00	\$6,500.00
	8	\$6,400.00	\$6,400.00
	9	\$21,650.00	\$21,650.00
	10	\$415.00	\$9,960.00
	11	\$1,895.00	\$1,895.00
	12C	\$5,000.00	\$5,000.00
	Total Bid		\$99,465.00

Exhibit A

Notes:

A = Approval Required
R = Review Required

I. BID APPROVAL (includes Joint Venture projects and all levels of Large Projects Approval Policy and Procedures)												
	Board of Directors	Board Risk Committee	President	EVP	Group Managers	Division / Regional VP's/ Regional Managers	Regional Construction, District, General & Area Manager	Construction Operations Manager, Chief Estimator, Project Mgr III, & Bus Dev Mgr	Project Mgr I & II, & Account Mgrs	General Counsel	Treasurer	Director of Risk Management
Description of Authorization Requirements: 1) Treasurer/Director of Risk Management must review all bids requiring bonds, letters of credit and parental guarantees, regardless of size. 2) Bids involving unusual financing risks MUST be approved by the CFO, CSO or Treasurer. 3) Bids involving hazardous materials must be reviewed by the VP of Safety and VP of Environmental Services. 4) International is limited to US Territories & Protectorates, Canada, Mexico, per existing business scope or received approval from the BRC. 5) The Board's Risk Committee's (BRC) Approved "Corporate Strategy Risk Heat Map" will determine whether the BRC approval is required, regardless of dollar amount: Projects under \$500M can be approved by the President without BRC review if no item on the heat map is flagged as red. The BRC must approve prior to entering into a Teaming Agreement. 6) Prior to commitment to bid, execution of a Teaming Agreement or submission of a qualification, a project must receive the appropriate approval as specified below and further described in the Large Projects Approval and Joint Venture Policy and Procedure.												
A. CMGC		>\$350M	<\$350M	<\$300M	<\$250M	<\$75M	<\$25M	<\$5M		R	R	R
B. Normal Unit Price (Bid-Build)		>\$300M	<\$300M	<\$250M	<\$200M	<\$75M	<\$25M	<\$5M		R	R	R
C. Lump Sum/GMP/Design-Build		>\$250M	<\$250M	<\$200M	<\$150M	<\$75M	<\$25M			R	R	R
D. International		>\$125M	<\$125M							R	R	R
E. WMS		>\$250M	<\$250M	<\$200M	<\$150M	<\$10M ¹	<\$2M	<\$500K	<\$100K	R	R	R
II. EXECUTION OF BID DOCUMENTS												
	Board of Directors	Board Risk Committee	President	COO-EVP	Group Managers	Division / Regional VP's/ Regional Managers	Regional Construction & Area Manager	Construction Ops Manager		General Counsel	Treasurer	Director of Risk Management
Description of Authorization Requirements: A policy for execution of bid documents for construction projects less than \$75 million by Granite locations was updated in January 2013. The Group Controllers will coordinate the authorized signer list with the Risk Management and Legal Departments. The Board of Directors will approve the additional signers who are authorized to execute bid documents. This policy will be reviewed annually by the Treasurer and the General Counsel.												
Construction Projects > \$75 million			A	A	A	R	R	R		R	A	R
Construction Projects < \$75 million			A	A	A	A	A	R		R	A	R

¹ WMS: Inliner Regional Managers Bid Approval Limits \$5M; WRD and Min Services VP Bid Approval Limits \$3M



1 Tower Square, Hartford, CT 06183

May 9, 2022

City of Saratoga Springs
474 Broadway, Suite 14
Saratoga Springs, NY 1286

RE: Geyser Crest Well 7 RFP #2022-14

To Whom It May Concern:

The undersigned surety companies are pleased to execute contract bonds for Granite Construction Incorporated and its subsidiaries, including Layne Christensen Company. The Principal has been provided with performance, payment, and warranty bonds since 1926. During that time, individual bonds have been underwritten in excess of \$600,000,000, while an aggregate work program well above that amount has been supported. Additionally, participation in joint venture projects has exceeded \$1 billion.

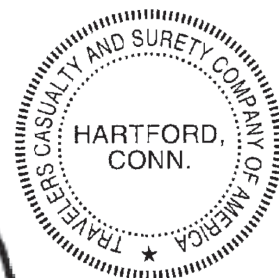
The aggregate bonding capacity is \$5,000,000,000; current available bonding capacity as of May 9, 2022 is approximately \$2,460,000,000. It is the current intent of the sureties to provide 100% performance and payment bonds, subject to acceptable contract terms and conditions and underwriting conditions at the time the bonds are requested by Layne Christensen Company. Our consideration and issuance of bonds is a matter solely between Layne Christensen Company and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We have the utmost confidence in the integrity and ability of Layne Christensen Company and consider, them to be one of the premier construction companies in the United States. We are pleased to give them our highest recommendation.

Sincerely,

TRAVELERS CASUALTY and SURETY COMPANY of AMERICA, A.M. Best Rating: A++ XV
FEDERAL INSURANCE COMPANY, A.M. Best Rating: A++ XV
THE CONTINENTAL INSURANCE COMPANY, A.M. Best Rating: A XV

Isabel Barron
Attorney in Fact



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

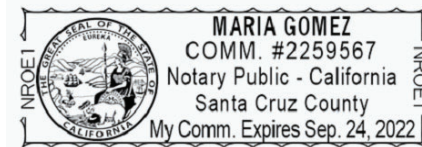
On May 9, 2022 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Maria Gomez*
Maria Gomez, Notary Public



(Seal)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

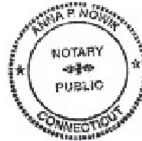
City of Hartford ss.

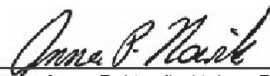
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

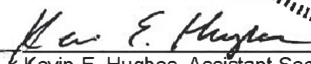
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

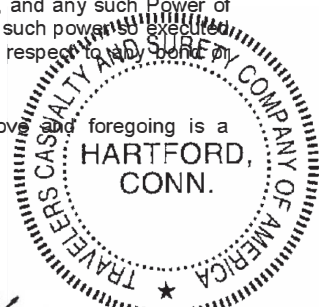
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **May 9**, 2022




Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Isabel Barron, Jigisha Desai, John D. Gilliland, Maria Gomez, Roberto J. Rivera-Rodriguez, Mariela Rubio, Ashley Stinson and Tobi Stonich Telesco of Watsonville, California -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf of GRANITE CONSTRUCTION INCORPORATED and all Subsidiaries alone or in joint venture as principal, in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **10th** day of **December, 2020**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this **10th** day of **December, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **May 9, 2022**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D Gilliland, Jigisha Desai, Ashley Stinson, Tobi Stonich Telesco, Isabel Barron, Roberto J Rivera-Rodriguez, Maria Gomez, Mariela Rubio, Individually

of Watsonville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

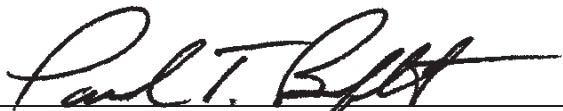
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of June, 2021.



The Continental Insurance Company


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

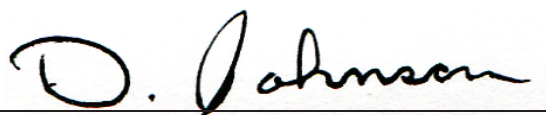

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this May 9, 2022



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”



Request for Certification of Sufficient Funds

Submittal Date: 5/12/2022

The Department of Public Works requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council Approval, etc.
(attach supporting documentation):

Vendor: Layne Christensen Company
Project: Improvements City Water Treatment
Geyser Crest Well 7 - Construction

Appropriation - Current Budget Expense Org/Object/Proj(s): H3638332 52000 1261

Amount Requested for Approval \$99,465.00
Current Amount Available: \$259,313.00

Transfer/Amendment Pending:

Transfer/Amendment Date _____



Department Head Signature

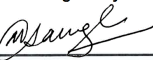
5/12/2022

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:



Commissioner of Finance

5/12/2022

Approval Date



RON KIM
MAYOR

MINITA SANGHVI
COMMISSIONER OF FINANCE

ANTHONY SCIROCCO
COMMISSIONER OF PUBLIC WORKS

JAMES MONTAGNINO
COMMISSIONER OF PUBLIC SAFETY

DILLON MORAN
COMMISSIONER OF ACCOUNTS

City of Saratoga Springs, NY

Request for Proposal

Geyser Crest Well 7

*PREPARED BY: C.T. Male Associates
April 2022*

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2022-14 – Geyser Crest Well 7

Name of Bidder: Layne Christensen Company

RFP Opening: Thursday, May 5, 2022 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
474 Broadway Suite 14
Saratoga Springs, NY 12866

City of Saratoga Springs, NY
Geyser Crest Well 7 RFP #2022-14

RFP Opening: Thursday, May 5, 2022 2:00 p.m.

City Saratoga Springs' NON-COLLUSIVE BIDDING CERTIFICATION: Section §139(d) State Finance Law

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

City Saratoga Springs' VENDOR CODE OF CONDUCT

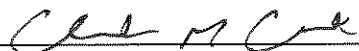
The City is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from Vendors that the City conducts business with. The City requires that all Vendors abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with the Vendor. Vendors agree to provide all information requested when necessary to demonstrate compliance with this Code. To promote a working relationship with the City based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City related projects and transactions.
- Not engage in any course of conduct with City employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City any activity by a City employee or contractor, consultant or vendor of the City that is inconsistent with the City of Saratoga Springs' Code of Ethics.

At a minimum, the City requires that all vendors, suppliers and their subcontractors will meet the following standards:

- Agree to comply with all applicable local, state and federal laws, regulations, statutes, rules and procedures.
- Set working hours, wages, and NYS statutory benefits and overtime pay in compliance with applicable labor laws.
- Provide and treat workers with a safe and healthy work environment that complies with local, state and federal laws.
- No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Provide a working environment for employees to have the right to decide whether they want collective bargaining.
- Ensure that subcontractors shall operate in a manner consistent with this Code.
- Comply with all applicable environmental laws and regulations. Vendors, suppliers and subcontractors shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors, suppliers and subcontractors are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor hereby acknowledges that it has received the City Non-collusive Bidding Certification and Vendor Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein. You the Vendor acknowledge that your failure to comply with any condition, requirement, policy or procedure may result in the termination of your business relationship with the City. You the Vendor may reserve the right to terminate this agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature:  Printed name: Charles M. Crook

Title: Area Manager Date: 05/02/2022

Company Name: Layne Christensen Company

Company Address: 134-2 Layne Lane, PO Box 917, Schoharie, NY 12157

Subscribed to under penalty of perjury under the laws of the State of New York, this 4th day of May, 2022 as the act and deed of said corporation or partnership.

City of Saratoga Springs, NY
Geyser Crest Well 7 RFP #2022-14

RFP Opening: Thursday, May 5, 2022 2:00 p.m.



City of Saratoga Springs, NY: *Risk and Safety Agreement for Contractor Services*

City Project Number: 2022-14 City Project Name: Geyser Crest Well 7 Prevailing Wage Project No.: 2022003551
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: Layne Christensen Company
Company Address: 134-2 Layne Lane, PO Box 917, Schoharie, NY 12157
Company Telephone No.: 518-295-8288 Company Fax No.: 518-295-8289
Contractor Primary Contact for This Project: Charles Crook Title: Area Manager

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 Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City requires the Contractor name the City of Saratoga Springs as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **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.

It shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety via mail to **Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866**, within two (2) days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Contractor 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 Contractor 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 Contractor 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 Contractor. All insurance required of the Subcontractor shall name the City as an *Additional Insured on a primary and non-contributory* basis for the same coverage all those activities performed within its contracted activities for the contract as executed.

City of Saratoga Springs, NY
Geyser Crest Well 7 RFP #2022-14

RFP Opening: Thursday, May 5, 2022 2:00 p.m.

The Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees, from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor 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 Contractor, as aforesaid.

The Contractor 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 Contractor 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 Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor 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 Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor 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 Contractor or other persons, while engaged in the performance of any work or services required by the Contractor 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 Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Contractor. If the City exercises its rights pursuant to this part, the Contractor shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Contractor's service to the public or the City's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City shall have the right to immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Contractor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Contractor Signature:  Date: 5-4-2022

City of Saratoga Springs, NY
Geyser Crest Well 7 RFP #2022-14

RFP Opening: Thursday, May 5, 2022 2:00 p.m.



BID BOND

Layne Christensen Company
585 West Beach Street Watsonville, CA 95076

KNOW ALL MEN BY THESE PRESENT: That we the undersigned, (Contractor Name & Address) as Principal and
Travelers Casualty and Surety Company of America as SURETY are held and firmly bound unto Owner hereinafter called CITY
OF SARATOGA SPRINGS in the sum of (\$ i.e., 10%) of the Amount Bid Dollars (\$) Ten Percent (10%) of Bid Amount
for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying
bid dated May 5, 2022.

For RFP #2022-14 – Geyser Crest Well 7

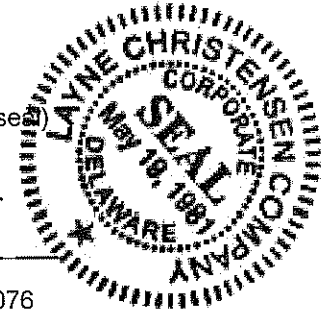
NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening
of the same, or if no period specified, within sixty (60) calendar days. After said period specified, within ten (10)
calendar days after the prescribed forms with the City of Saratoga Springs in accordance with the bid as accepted
and give bond with good faithful performance and proper of said bid within the period specified, or the failure to
enter into such Contract and give such bond within the time specified, if between the amount specified in said bid
and the amount for which the City of Saratoga Springs the difference between the amount specified in said bid and
the amount for which the City of Saratoga Springs may procure and the required work or supplies for both, if the
latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full
force and effort.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this
28th day of April, 2022, the name and corporate seal of each corporate party being hereto
affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

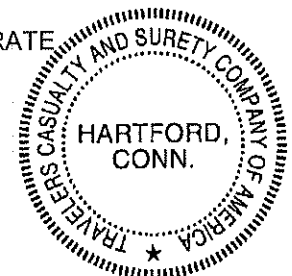
N/A INDIVIDUAL PRINCIPAL (seal)
N/A BUSINESS ADDRESS
N/A PARTNERSHIP (seal)
N/A BUSINESS ADDRESS

ATTEST: Mary Doy BY Layne Christensen Company
CORPORATE PRINCIPAL
585 West Beach Street Watsonville, CA 95076
BUSINESS ADDRESS



BY _____ AFFIX CORPORATE SEAL

ATTEST: Ashley Stinson Travelers Casualty and Surety Company of America
Ashley Stinson, Attorney-In-Fact CORPORATE SURETY
BY Isabel Barron AFFIX CORPORATE SEAL
Isabel Barron, Attorney-In-Fact



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

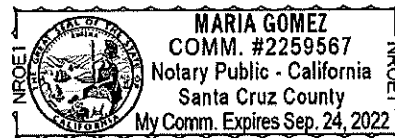
State of California
County of Santa Cruz

On April 28, 2022 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron & Ashley Stinson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Maria Gomez*
Maria Gomez, Notary Public

(Seal)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

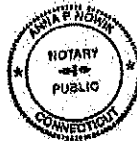
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

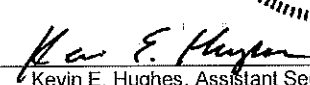
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

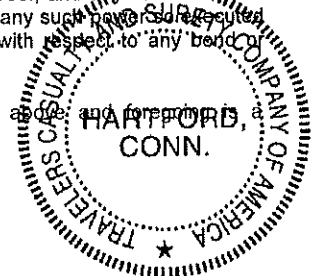
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such Power of Attorney or certificate shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **April 28**, 2022




 Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ashley Stinson** of **WATSONVILLE**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

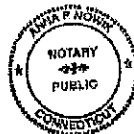
By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this April 28, 2022



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
05/02/2022

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

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

PRODUCER LIC #0C36861 1-415-403-1491 Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco, CA 94111 INSURED Layne Christensen Company 585 West Beach Street Watsonville, CA 95076	CONTACT NAME: Kimberly Leikam PHONE (A/C, No, Ext): 415-403-1491 FAX (A/C, No): 415-874-4818 E-MAIL ADDRESS: kleikam@alliant.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: VALLEY FORGE INS CO</td> <td>20508</td> </tr> <tr> <td>INSURER B: CONTINENTAL CAS CO</td> <td>20443</td> </tr> <tr> <td>INSURER C: TRANSPORTATION INS CO</td> <td>20494</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: VALLEY FORGE INS CO	20508	INSURER B: CONTINENTAL CAS CO	20443	INSURER C: TRANSPORTATION INS CO	20494	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 65336446

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	GL2074978689	10/01/20	10/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	BUA2074978692	10/01/20	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CUE2068209453	10/01/21	10/01/22	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC274978630 (CA)	10/01/21	10/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WC274978658 (NY)	10/01/21	10/01/22	E.L. EACH ACCIDENT \$ 2,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC274978644 (AOS/StopGap)	10/01/21	10/01/22	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
C			WC274978661 (MT,WI,HI)	10/01/21	10/01/22	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Bidding Purposes Only

City of Saratoga Springs, its elected and/or appointed officials, officers, agents and employees are included as Additional Insured as required by written and executed agreement per the attached endorsements. Coverage is primary & non-contributory. Excess/Umbrella follows form.

30 Days Written Notice of Cancellation for Non-Renewal and 10 Days Notice of Cancellation for Non-Payment of Premiums
 GL Per ISO Form CG 0001 10/01; AL Per ISO Form CA0001 10/13

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

05/02/2022

NAME OF INSURED: Layne Christensen Company

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.

City of Saratoga Springs, NY
Geyser Crest Well 7 RFP #2022-14

RFP Opening: Thursday, May 5, 2022 2:00 p.m.



STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder, Layne Christensen Company
2. Permanent main office address, 585 West Beach Street, Watsonville, CA 95076
3. Year organized, 1882
4. If a Corporation, where incorporated, Delaware
5. How many years have you been engaged in the contracting business under your present firm or trade name? 1882
6. Provide three (3) references (list amount of each contract and the agency contact person, phone, and email address).

PROJECT NAME / AMOUNT	CONTACT NAME	PHONE	EMAIL
Paris, NY - Test & Production Wells	Claude Cormier HydroSource Assoc.	603-279-0301	ccormier@teamhydrosources.com
Plattsburgh, NY New Production Well	Jonathan Ruff Plattsburgh, NY	518-536-7519	ruffj@cityofplattsburgh-ny.gov
Wallkill, NY Well & Pump Maintenance	Eric Hanson Hanson VanVleet, LLC	518-371-7940	ehanson@hansonvanvleet.com

7. General character of work performed by your company.
Water Well Management, Well Drilling, Cleaning and Maintenance
8. Have you ever defaulted on a contract? If so, where and why?
See Appendix A1
9. Have you ever failed to complete any work awarded to you? No
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
McVeytonw, PA Production Well - \$164,745 - 05/2022
Village of Sidney, NY Production Wells - \$640,053 - 10/2021

City of Saratoga Springs, NY
Geyser Crest Well 7 RFP #2022-14

RFP Opening: Thursday, May 5, 2022 2:00 p.m.

Village of Wallkill, NY Production Wells - \$350,000 - 06/2021

Town of Rotterdam, NY Production Wells - \$291,562 - 04/2017

Town of Chesterfield, NY Production Well - \$443,780 - 05/2019

11. List your major equipment available for this contract.

See Appendix B1

12. Background and experience of the principal members of your organization, including the officers.

See Appendices C1

13. Credit available: \$ See Appendix D1.

14. Give bank reference: See Appendix D1

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the local public agency? Yes

THE UNDERSIGNED hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Local Public Agency in verification of Bidder's Qualifications.

Dated this day of: May 4th 2022

Signature: Charles M. Crook

Printed name: Charles M. Crook

Title: Area Manager

Company: Layne Christensen Company

Company Address:

134-2 Layne Lane, PO Box 917

Schoharie, NY 12157

City of Saratoga Springs, NY
Geyser Crest Well 7 RFP #2022-14

RFP Opening: Thursday, May 5, 2022 2:00 p.m.



BID PROPOSAL

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

Geyser Crest Well 7 – RFP 2022-14

RFP Opening: Thursday, May 5, 2022 at 2:00 p.m.

AND RETURN TO:
City of Saratoga Springs
City Clerk
474 Broadway
Saratoga Springs, NY 12866

BID PROPOSAL SUBMITTED BY

Bidder Layne Christensen Company,
(Contractor)

DEAR COMMISSIONER:

The undersigned has inspected the proposed work site, reviewed the Instructions to Bidders, Plans and Specifications and hereby agrees to perform the specified Geyser Crest Well 7 complete as indicated in the project documents including all labor, materials, machinery, sheeting, tools, equipment and other means of construction necessary and incidental, complete and ready for use, as outlined in the project documents. The work, which the contractor is required to perform under this contract shall commence at the time stipulated by the City in the Notice to Proceed to Contractor. All work shall be substantially completed on or before July 15, 2022 with final completion on or before July 29, 2022.

City of Saratoga Springs, NY
 Geyser Crest Well 7 RFP #2022-14

RFP Opening: Thursday, May 5, 2022 2:00 p.m.

UNIT PRICE BASE BID:

Provide all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to: Geyser Crest Well 7 work, according to the following Unit Price Bid Schedule

	Pay Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	General Conditions, Mobilization, Demobilization	1	LS	\$9,500	\$9,500
2	RESERVED	-	-	-	-
3	24" Working Casing	43	LF	\$295	\$12,685
4	16" Steel Well Casing	35	LF	\$325	\$11,375
5	Well Screen	1	LS	\$9,500	\$9,500
6	Grout	1	LS	\$5,000	\$5,000
7	Set Up and Remove Test Pump	1	LS	\$6,500	\$6,500
8	Step Test	1	LS	\$6,400	\$6,400
9	72 Hour Pump Test and Recovery	1	LS	\$21,650	\$21,650
10	Well Development	24	HR	\$415	\$9,960
11	Restoration	1	LS	\$1,895	\$1,895
12C	Allowance	1	LS	\$5,000	\$5,000
TOTAL BID					\$99,465

City of Saratoga Springs, NY
Geyser Crest Well 7 RFP #2022-14

RFP Opening: Thursday, May 5, 2022 2:00 p.m.

CONTINGENCY ALLOWANCE:

The bid includes a \$5,000.00 contingency allowance for unforeseen conditions or extra work requested beyond the scope of the contract documents. Engineer shall review and approve any use of this allowance. Contractor agrees that this contingency allowance is for the sole use of Owner to cover unanticipated costs.

BID BOND OR BID DEPOSIT:

A bid bond or bid deposit check for 10% of the total bid price, made payable to the Commissioner of Finance is attached in the amount of \$ Ten Percent (10%) of Bid Amount security as required by the Instructions to Bidders for the project.

ACKNOWLEDGEMENTS

Acknowledgement is hereby made of the receipt of the following Addendum:

Addendum No. I dated 04/28/2022

Addendum No. _____ dated _____

Addendum No. _____ dated _____

The foregoing proposal (s) include all labor, supervision, material, taxes (if any), overhead, bond costs, profit and other considerations normally included in construction contract costs.

The Undersigned understands that the Owner reserves the right to accept or to reject any proposal(s), but that if notice of the acceptance of this proposal is mailed, telegraphed or delivered to the Undersigned within thirty (30) days after the opening of the bids, or any time before this proposal is withdrawn, the Undersigned will execute a contract with the City of Saratoga Springs for this work.

The Undersigned further agrees that if awarded the contract, he will: (1) Commence work upon receipt of the executed contract, (2) that he will provide bonds as required, (3) that he will commence active construction work at the site as outlined in the Notice to Proceed, (4) that he will substantially complete the work in its entirety, ready for use by the Owner as per the project documents.

Date: Charles M. Crook, 2022

Signed: 5-4-2022

(Principal of Company)
Printed Name: Charles M. Crook

Title: Area Manager

Company: Layne Christensen Company

Address: 134-2 Layne Lane, PO Box 917

Schoharie, NY 12157

Telephone Number: 518-295-8288 Fax Number: 518-295-8289

Cellular Number: 518-281-3487

Email: charles.crook@gcinc.com

TERMINATION FOR CAUSE

Layne Christensen Company is a global water management, construction and drilling company, providing solutions for water, mineral and energy resources that has been in business for over 100 years. Layne is involved with public and private works contracts which, as a general rule, contain termination for convenience clauses.

While Layne has an excellent reputation in the industry for its work product and for completion of projects in a timely manner, it has been terminated on three projects, details of which are described below.

1. **Year:** 2017
Owner: Georgia Environmental Finance Authority ("GEFA")
Owner Contact Information: GEFA, 233 Peachtree St., NE, Suite 900, Atlanta, GA 30303; Tel: 40-584-1000; Kevin Clark, Executive Director
Project Location: Atlanta, Georgia
Status: A legal dispute currently exists regarding work performed by Layne Christensen Company prior to its acquisition by Granite.
2. **Year:** 2018
Owner: Broward County
Owner Contact Information: Broward County, Water & Wastewater Services, 2555 W. Copans Rd, Pompano Beach, FL 33069; Tel: 954-831-0705; Alan W. Garcia, P.E., Director
Project Location: Broward County, Florida
Status: A legal dispute currently exists regarding work performed by Layne Christensen Company prior to its acquisition by Granite.
3. **Year:** 2017
Owner: Mount Michael Foundation
Owner Contact Information: Mount Michael Foundation, Inc., 22250 Mount Michael Road, Elkhorn, NE 68022; Tel: 402-289-4539; Rev. Louis Sojka, O.S.B.
Project Location: Elkhorn, Nebraska
Status: RESOLVED; the parties resolved this issue.



PO Box 917, 134-2 Layne Lane
Schoharie, NY 12157

P 518-295-8288 F 518-295-8289
graniteconstruction.com

AVAILABLE EQUIPMENT

The following equipment is available in the Schoharie, NY yard for the use on Well Drilling, Redevelopment and Maintenance Repairs

(1) Foremost 24" Dual Rotary Drill Rig

(1) 28L Cable Tool Drill Rig

Terex Crane Rig equipped with Hydraulic Surging Piston – 23 Ton

(1) National Crane – 23 Ton

(1) Hunke Rig with Pump Hoist Winch – 20 Ton

(1) Rig Tenders

Multiple Flatbed Trailers & Trucks

(1) BoreBlast® Impulse Generator Assembly

(1) Laval R-Cam High Resolution Colored Right-angle
View Downhole Camera

(2) Hand Held Color Downhole Video Cameras

Multiple Submersible Developing Pumps

Multiple 1,500 Gallon Neutralization Tanks

1,000 Gallon Chemical Treatment Skid

Generators and Air Compressors



Layne Christensen Company
List of Officers

Name	Present Office Position
Radich, James A.	President Group Manager
McClanahan, Denise C.	Vice President Granite Inliner Division
Wartick, Kent M.	Vice President Water Services Division
Penzhorn, Gernot E.	Vice President Mineral Services Division
Curtis, Elizabeth L.	Chief Financial Officer
Olson, Kenneth B.	Treasurer Assistant Secretary
Storm, Aaron (NMN)	Secretary
Jebavy, Terry (NMN)	Group Controller Assistant Secretary
Blackburn, Nicholas B.	Assistant Secretary
Snellen, Brian M.	Assistant Secretary

(NMN) = No Middle Name



WRD Area Manager

Charles M. Crook

Mr. Crook is the Area Manager of Layne Christensen Company's Well & Pump Division in Schoharie, New York. He is responsible for office management, project management, bids, proposals, and general operations. The Schoharie branch has one Area Manager, one Administrative Assistant, one Senior Project Manager, one Field Superintendent and eight Field Employees.

Mr. Crook's practical experience includes drilling, well and pump rehabilitation and the installation of vertical turbine and submersible pumps.

<i>EXPERIENCE:</i>	January '18 to Present	Water Resources Area Manager Layne Christensen Company Layne Well & Pump Division Schoharie, NY
	February '15 to January '18	Account Manager / Project Manager Layne Christensen Company Layne Well & Pump Division Schoharie, NY
	June '14 to February '15	Installer/Driller's Assistant Layne Christensen Company Layne Well & Pump Division Schoharie, NY

CERTIFICATIONS: Goulds Water Technology School – Turbine Pumps
Johnson Screens – Groundwater & Well Design Class
NGWA – National Ground Water Association

EDUCATION: Bachelor of Science in Finance, Canisius College, Buffalo, N.Y.



Field Superintendent

Arthur Reinheimer, Jr.

Mr. Reinheimer is the Field Superintendent of Layne Christensen Company's Well & Pump Division in Schoharie, New York. He is responsible for all drilling and pump operations in the field. The Schoharie branch has nine field employees.

Mr. Reinheimer's practical experience includes all phases of drilling, including well and pump rehabilitation and the installation of vertical turbine and submersible pumps.

<i>EXPERIENCE:</i>	May '99 to Present	Field Superintendent Layne Christensen Company Well & Pump Division
	March '98 to May '99	Field Superintendent Layne Christensen Company Well & Pump Division Suffolk, VA
	December '94 to March '98	Field Superintendent Hydro Group, Inc. Layne Well & Pump Division Ashland, VA
	July '85 to December '94	Installer/Driller Hydro Group, Inc. Layne Well & Pump Division Schoharie, NY
	July '83 to July '85	Installer/Driller's Assistant Hydro Group, Inc. Layne Well & Pump Division Schoharie, NY

REGISTRATIONS: Certified Crane Operator State of New York
 NGWA Water Well Driller/ Pump License
 NGWA - New York State Well Driller Certification
 Licensed Water Well Driller/Pump Installer in following states:
 NY, VT, RI, NH, MA, CT, ME
 Hazardous Waste 40-hour Program
 Hazardous Waste 8-hour Supervisor Program
 10 Hour OSHA Construction Training Program



Driller

Robert Rehberg

Mr. Rehberg is a Driller of Layne Christensen Company's Well & Pump Division in Schoharie, New York. He is responsible for all aspects of drilling operations using the Dual-Rotary drilling method. This includes experience with shallow and deep bedrock and overburden wells, both natural and gravel packed with well sizes up to 24". Mr. Rehberg is experienced with industrial customers, municipal customers as well as working with engineers and hydrogeologists onsite.

<i>EXPERIENCE:</i>	March '98 to Present	Driller Layne Christensen Company Well & Pump Division
	1986 to March '98	Driller Hydro Group, Inc. Layne Well & Pump Division

<i>REGISTRATIONS:</i>	Hazardous Waste 40-hour Program
	Hazardous Waste 8-hour Refresher Program
	NGWA Well Driller Certification
	Certified Hoisting Engineer, State of Massachusetts



Banking Reference

BANK OF AMERICA

c/o: Mukesh Singh, Vice President
One Bryant Park, 18th Floor
New York, NY 10036
(646) 743-2640
Email: msingh64@bofa.com

Company has maintained a banking relationship since 1931

Accounts: various

Line of Credit as of December 31, 2021:

Credit Line: \$275,000,000

Available: \$231,999,960

Against Line: \$43,000,040

Secured by Equipment and Real Property holdings

Expires/matures: 5/31/2023

Security

Required: Yes

Bank Rating: A+/Aa2/AA+



City of Saratoga Springs, NY Contract

City Project Number: 2022-11 City Project Name: Polyaluminum Chloride
City Department: Public Works Department Contact Person: Barb Maughan City Ext. 2574
Company Name: Holland Company, Inc.
Company Street Address, City, State, Zip: 153 Howland Ave, Adams, MA 01220
Company Telephone No.: 413-743-1292 Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: Matthew Holland Title: Manager
Primary Contact Email: hcoffice@hollandcompany.com
Remit to be Provided: Polyaluminum Chloride
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 Polyaluminum Chloride, the Vendor and/or Service Provider submitted proposals dated 4/26/2022 (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 5/16/2023. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/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 Matthew Holland. 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: Matthew Holland
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or

Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the "City of Saratoga Springs, Office of Risk and Safety, 474 Broadway, Suite 14, Saratoga Springs, NY 12866" as a Certificate Holder for the following coverage for the work covered by this Agreement:

- A. For projects whose total value is between Zero and \$100,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND

- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of **professional services**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. For projects involving any form of **pollution risk or exposure, environmental hazard, asbestos or special circumstances**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Pollution Liability Insurance including Coverage for Asbestos Abatement:** One Million Dollars Each Occurrence;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.
- F. For **software and technology projects**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Cyber /Privacy Liability Insurance:** Five Million Dollars per occurrence aggregate. This insurance shall include coverage for Privacy Notification Expenses, Third Party claims including regulatory defense & payment of fines or penalties, and First Party claims including Data Recovery Costs, Cyber Extortion, and data in the care, custody and control of the insured;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Technology Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contact 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: May 10, 2022

Print Name: Matthew B. Holland Title: 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: May 10, 2022

Print Name: Matthew B. Holland Title: Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2022

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	CONTACT NAME: Tracy Lane
Berkshire Fairfield Insurance Agency	PHONE (A/C, No, Ext): (413) 443-5300
128 South Street	FAX (A/C, No): (413) 443-2691
	E-MAIL ADDRESS: tlane@bf-sfg.com
Pittsfield	INSURER(S) AFFORDING COVERAGE
MA 01201	INSURER A: Illinois Union Insurance Company
	INSURER B: ACE Property and Casualty Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2021-2022

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		APC G28147661 006	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PMU H08463402	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 8,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XOO G28147673 006	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TO BE ISSUED BY CARRIER			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	POLLUTION LIABILITY			APC G28147661 006	08/01/2021	08/01/2022	OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Saratoga Springs, Office of Risk & Safety is an additional insured on a primary and non-contributory basis with respects to General Liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs Office of Risk & 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

Tracy Lane



**Workers'
Compensation
Board**

Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or
Disability and Paid Family Leave Benefits Insurance Coverage

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required. Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

**In the Application of
(Legal Entity Name and Address):**

Holland Company, Inc.
153 Howland Ave
Adams, MA 01220-1199
PHONE: 413-743-1292 FEIN: XXXXX7350

**Business Applying For:
OTHER: Chemical Supply**

From: City of Saratoga Springs

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The out-of-state entity has no NYS employees and/or NYS subcontractors AND ALL work related to the permit, license or contract is done outside of NYS; OR ALL employees are direct employees of a government entity outside of New York.

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business MUST be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, Thomas Holland, am the President with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

**SIGN
HERE**

Signature:

Thomas Holland

Date:

5/10/22

Exemption Certificate Number

2022-031805

Received

May 10, 2022

NYS Workers' Compensation Board

Request for Certification of Sufficient Funds

Submittal Date: 5/5/2022

The Department of Public Works requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council Approval, etc.
(attach supporting documentation):

Vendor: Holland Co Inc
Project: Polyaluminum Chloride

Appropriation - Current Budget Expense Org/Object/Proj(s): F3638334 54141

Total 12 Month Contract is \$91,000 but Expenses for 2022 will be 50% of contract, or \$45,500.

Amount Requested for Approval \$45,500.00

Current Amount Available: \$46,723.79 in PO 220032

Transfer/Amendment Pending:

Transfer/Amendment Date _____

DS



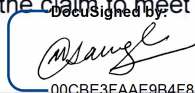

Department Head Signature

5/5/2022

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.



00CBF3FAAE9B4F8

Commissioner of Finance

5/6/2022

Approval Date



RON KIM
MAYOR

MINITA SANGHVI
COMM. OF FINANCE

ANTHONY SCIROCCO
COMM. OF PUBLIC WORKS

JAMES MONTAGNINO
COMM. OF PUBLIC SAFETY

DILLON MORAN
COMM. OF ACCOUNTS

City of Saratoga Springs, NY

Invitation for Bid

Polyaluminum Chloride

*PREPARED BY: Department of Public Works
April 2022*

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

IFB #: 2022-11 – Polyaluminum Chloride

Name of Bidder: Holland Company, Inc.

IFB Opening: Tuesday, May 3, 2022 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
474 Broadway Suite 14
Saratoga Springs, NY 12866

NOTICE TO BIDDERS

The City of Saratoga Springs, New York, will receive sealed bids for Polyaluminum Chloride. The sealed bid must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 474 Broadway Suite 14, Saratoga Springs, New York, 12866, by Tuesday, May 3, 2022 at 2:00 p.m. at which time they will be publicly opened and read.

Copies of the Invitation for Bid (IFB) may be obtained on the City's web page at www.saratoga-springs.org, under "Current Bids". There is no fee for these documents.

Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained a bid packet. Addenda to the bid, when issued, will be on file in the City Clerk's Office at least five (5) days before the bid opening date. If you have obtained a bid packet through the City's web site and would like to be on record for any Addenda please email stefanie.richards@saratoga-springs.org with your name, the name of the bid packet obtained and email address.

Any questions regarding this Invitation for 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. This is a lump sum bid.

No Bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the opening thereof. A Bidder may withdraw their bid response in writing immediately following this sixty (60) day per New York State Finance Law §163(9)(e). The City reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional bid documents per New York State Finance Law §163(9)(d).

INSTRUCTIONS TO BIDDERS

1. IFB DOCUMENTS:

This document includes a complete set of the IFB specifications and required documents, which are for the convenience of Bidders and are not to be detached from the bid. ***Failure to submit the required documents at the time of bid submission may disqualify the bid submission.***

2. INTERPRETATION OR ADDENDUMS:

No oral interpretation will be made to any Bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven (7) or more days prior to the date fixed for opening of bids shall be given consideration. Every interpretation made to a Bidder shall be in the form of an Addendum to the bid, and when issued, shall be on file in the City Clerk's Office at least five (5) days before bids are opened. All Addenda shall be emailed to each person whose name and email address is on record with the City as having attained a bid packet or has attended a pre-bid meeting. All such Addenda shall become part of the bid and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. BIDS:

All bids shall be submitted on documents supplied by the City and shall be subject to all requirements of the bid, including any plans, and these Instructions to Bidders. All bids shall be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the Bidder. The City may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its' option may reject the same. Purchases by the City of Saratoga Springs are not subject to any sales or federal excise taxes.

4. NON-COLLUSIVE BIDDING AND VENDOR CERTIFICATIONS:

Each Bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the **Non-Collusion and Vendor Code of Conduct Affidavit** on the form herein provided, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted.

5. CORRECTIONS:

The Bidder must initial any erasures or other changes in the bid.

6. 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.**

7. OPENING OF BIDS:

At the time and place fixed for the opening of bids, the City shall cause to be opened and publicly read aloud every bid that was received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

8. WITHDRAWAL OF BIDS:

Bids may be withdrawn upon 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.

9. 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 with numeric bid amounts viewed as a convenience. Proposals that do not meet the City's requirements, as outlined in the IFB, may be deemed nonresponsive and given no further consideration.

10. AWARD OF CONTRACT: REJECTION OF BIDS

If the contract is awarded, it shall be awarded to the responsive and responsible Bidder submitting the best value bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The Bidder to whom the award is made will receive a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to:

- a. reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in the City's best interest;
- b. consider as not responsible any Bidder who does not habitually perform with their own forces at least fifty percent (50%) of the dollar value of the work involved in the contract;
- c. award the bid, in part, on the Bidder's ability to provide timely technical assistance, part(s) replacement and service for repairs;
- d. give preference to Minority Women Business Enterprise (MWBE) businesses; and/or
- e. extend the contract for one (1) year from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor for up to three (3) years with contract renewals to occur annually by Council approval.

11. EQUAL EMPLOYMENT OPPORTUNITY:

The City, state and federal government have stringent requirements for ensuring that all Bidders comply with regulations requiring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Bidders will be required to abide by those requirements.

12. AMERICANS WITH DISABILITY ACT:

The Bidder agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Bidder agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Bidder. The Bidder agrees that accommodations will be provided upon request to allow individuals with disabilities to participate in all services, programs and activities provided by the Bidder.

13. CIVIL RIGHTS:

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §2000d to 2000d-4) and its regulations, hereby notifies all Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement will provide the opportunity for disadvantaged business enterprises to be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

14. SEXUAL HARRASSMENT:

Every employer in the New York State is required to adopt a sexual harassment prevention policy giving all employees a legal right to a workplace free from sexual harassment. The City is committed to maintaining a workplace free from sexual harassment. Per New York State law, the City has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

15. 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.

16. UNIT PRICES {as applicable}

- a. The Unit Price for each of the items in the bid shall include its prorated share of overhead and profit so that the sum of the product is obtained by multiplying the quantity shown for each item by the Unit Price bid representing the total bid. The quantities shown in the bid are approximate quantities only and are given only as a basis of calculation upon which the award of the contract is to be made. The City does not assume any responsibility that these quantities shall remain unchanged in the actual construction, and the contractor shall not plead misunderstanding or deception because of any variation between estimated and final quantities. The unit price bid shall also include an allowance for increased prices due to changed market conditions during the period of the contract. Any bid not conforming to these requirements may be rejected.
- b. Bids in which the prices are unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any item is such that it is unreasonable for that particular item when considered by itself and not considered in connection with the bid submitted on any other item or items.
- c. All unit price work will include the cost of performing any incidental work, not specifically covered by the unit description, but necessary and/or convenient for the completion of the unit price work.
- d. Prices quoted herein will remain in effect for the contract period of one (1) year from date of award.
- e. All prices shall be quoted as delivered to the City.

17. DELIVERY:

Delivery shall be Freight on Board (F.O.B.) to various locations throughout the City. Only those contractors that can guarantee delivery After Receipt of Order (A.R.O.) as noted in the Technical Specifications will be deemed acceptable bidders.

BID SUBMITTAL INSTRUCTIONS

Failure to submit IFB documents as required may lead to an immediate disqualification. In order to guard against premature opening of the bid documents, your bids must be returned and enclosed in a sealed and clearly labeled envelope as follows:

Step One: You MUST execute and include the following documents, one original and one copy of each, with your response:

- Your response to the IFB in question
- Non-Collusive Bidding and Vendor Code of Conduct Certification

Step Two: Enclose your bid in a sealed envelope marked:

IFB #: 2022-11 – Polyaluminum Chloride

Name of Bidder: _____

Bid Opening: Tuesday, May 3, 2022 at 2:00 p.m.

Step Three: Please return your response to this IFB to the following address:

**City of Saratoga Springs
Department of Accounts
474 Broadway Suite 14
Saratoga Springs, NY 12866**

SPECIFICATIONS

EQUIVALENT PRODUCT

Bids shall be accepted for consideration on any Polyaluminum Chloride that is equal or superior to the units specified. Decisions of equivalency will be at the sole interpretation of the City. A blanket statement that the units proposed would meet all requirements will not be sufficient to establish equivalency.

GENERAL

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 shall 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 will 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.

POLYALUMINUM CHLORIDE

For use in the water system at the Water Treatment Plant, Excelsior Avenue, Saratoga Springs.

Polyaluminum chloride is a water soluble aluminum salt. It is a prepolymerized, highly efficient inorganic coagulant and flocculating agent for the purification of potable water.

Furnish and deliver Polyaluminum Hydroxychloride to the City of Saratoga Springs in dedicated tank wagons used exclusively for the shipment of Polyaluminum Hydroxychloride to maintain product integrity and purity, or in 55-gallon drums at the request of the Chief Operator of the Water Treatment Plant.

Tank wagons must be equipped with an air blow-off valve to unload to the City of Saratoga storage tanks. Vendors are responsible for providing tank labels and valve tags for all of the Polyaluminum Hydroxychloride storage tanks and valves. Vendors are encouraged to visit the Water Treatment Plant and determine the requirements for delivery.

Price is to be quoted on a wet pound basis including freight. Any additional weekend or holiday delivery charges must be specified.

The product shall be Polyaluminum Hydroxychloride, Holland PC-H 180 as manufactured by Holland Company, Inc. or approved equal.

Quantity of 35,000 gallons + / - per annum. Price quoted must be given per hundred weight. All bids not quoted per hundred weight will be rejected.

Delivery shall be in bulk to the Water Treatment Plant, Excelsior Ave., Saratoga Springs. The Water Treatment Plant must be notified at (518) 587-3550, ext. 2472, prior to delivery for access. Delivery must be made within seven (7) calendar days (A.R.O.) in shipments of 4,000 gallons + / -.

DEFINITIONS

Polyaluminum Hydroxychloride coagulant shall be a solution and shall meet the following specifications:

% A1 203	10.5% +/- .3
% Basicity	70 +/- 5
Specific Gravity	1.22 – 1.27

Product must conform to AWWA standard B-408-93 Liquid Polyaluminum Chloride.

Product must be stable for a minimum period of one (1) year from the delivery date. Stable is defined as demonstrating no significant accumulation of precipitate or gelling of the solution while in storage conditions.

Bidder must be a primary manufacturer of this product responsible for all aspects of manufacture and quality control.

The product must have a demonstrated ability to perform effectively in all turbidity, temperatures and pH ranges.

Bids will only be accepted from bidders (pre-qualified) and accepted based on in-plant testing under cold water conditions (0 – 4 C in January -February) and warm water conditions (above 15 C in August – September) as determined by Saratoga Water Treatment Plant water quality staff. All in plant testing for both water conditions will take place under normal and high rate flow conditions as determined by the plant operations staff.

Prior to any plant testing all interested bidders must first demonstrate in jar testing satisfactory performance of the product. All jar testing and in-plant qualifications will be conducted at the discretion of the operations and water quality staff as scheduling allows. Scheduling of in-plant trials is subject to operational and water quality conditions and will only be considered following the satisfactory completion of a cold and warm water bench scale evaluation. Bench scale testing will be performed by the vendor under the supervision of the Saratoga water quality staff using established plant jar testing protocol. Pilot plant testing will be run by the City staff and the vendor. The vendor will be responsible for providing the technical service necessary to run the pilot plant testing. A sample of the product will be left with the Saratoga water quality staff for additional testing at their discretion.

The successful bidder shall perform a short-term plant scale evaluation of Polyaluminum chloride, free of charge to the City. All questions should be directed to the Chief Operator, Brett Johnson at (518) 587-3550 ext. 2472.

A sufficient amount of product in tote bins will be provided to the City at no charge for a period of 14 days for each phase (cold and warm water) of the full plant qualification trial. The vendor must provide the chemical feed equipment and technical assistance necessary to conduct the plant trial at no charge.

During any plant trial, the operations staff has the option of discontinuing the trial if performance at any time fails to meet finished water quality standards or fails to perform to the satisfaction of the water quality and operations staff. Vendors are encouraged to meet with the operations staff and discuss the requirements prior to any bench and in-plant testing.

STATEMENT OF SPECIFICATIONS

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL BID IN FIGURES	
#1	35,000 Gallons	Polyaluminum Chloride	\$ 2.60	\$ 91,000.00	*

TOTAL BID WRITTEN: ninety-one thousand dollars

COMPANY NAME: Holland Company, Inc.

ADDRESS: 153 Howland Avenue

Adams MA 01220 Phone No. (413) 743 - 1292
(City) (State) (Zip)

E-MAIL ADDRESS: hcoffice@hollandcompany.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Matthew B. Holland

TITLE: Manager DATE: April 26, 2022

*Equivalent to \$24.53 per wet hundred weight.
Same day emergency, weekend, and holiday delivery available.
See enclosed Technical Support and After Hours Telephone List.

City Saratoga Springs' NON-COLLUSIVE BIDDING CERTIFICATION: Section §139(d) State Finance Law

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

City Saratoga Springs' VENDOR CODE OF CONDUCT

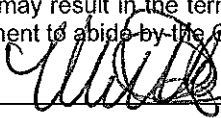
The City is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from Vendors that the City conducts business with. The City requires that all Vendors abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with the Vendor. Vendors agree to provide all information requested when necessary to demonstrate compliance with this Code. To promote a working relationship with the City based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City related projects and transactions.
- Not engage in any course of conduct with City employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City any activity by a City employee or contractor, consultant or vendor of the City that is inconsistent with the City of Saratoga Springs' Code of Ethics.

At a minimum, the City requires that all vendors, suppliers and their subcontractors will meet the following standards:

- Agree to comply with all applicable local, state and federal laws, regulations, statutes, rules and procedures.
- Set working hours, wages, and NYS statutory benefits and overtime pay in compliance with applicable labor laws.
- Provide and treat workers with a safe and healthy work environment that complies with local, state and federal laws.
- No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Provide a working environment for employees to have the right to decide whether they want collective bargaining.
- Ensure that subcontractors shall operate in a manner consistent with this Code.
- Comply with all applicable environmental laws and regulations. Vendors, suppliers and subcontractors shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors, suppliers and subcontractors are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor hereby acknowledges that it has received the City Non-collusive Bidding Certification and Vendor Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein. You the Vendor acknowledge that your failure to comply with any condition, requirement, policy or procedure may result in the termination of your business relationship with the City. You the Vendor may reserve the right to terminate this agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature:  Printed name: Matthew B. Holland

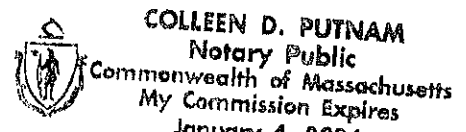
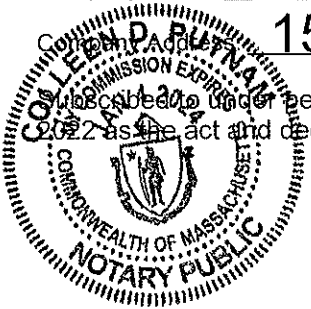
Title: Manager Date: April 26, 2022

Company Name: Holland Comapny, Inc.

153 Howland Ave., Adams, MA 01220-1199

Massachusetts
Subscribed under penalty of perjury under the laws of the State of ~~Massachusetts~~ this 26th day of April, 2022 as the act and deed of said corporation or partnership.

Colleen D. Putnam





City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS

Purchasing Department
474 Broadway
Saratoga Springs, New York 12866

Telephone 518-587-3550
Fax 518-587-6512

DILLON C. MORAN
COMMISSIONER

STACY CONNORS
DEPUTY COMMISSIONER

April 4, 2022

Poly Chloride IFB 2022-11

Question: I'd also like to confirm...was 2019 the last time this was bid? I have the 2019 bid tab, but nothing after that. If there is a more recent one, may I please get a copy of that?

Answer: The last bid was 2019.

Question: May I please get the current supplier/price for Polyaluminum Chloride

Answer: The current contract is with Holland Co Inc @ \$1.733/gallon



Holland COMPANY INC.

153 HOWLAND AVENUE
ADAMS, MA 01220-1199
(TEL.) 413 743-1292
(FAX) 413 743-1298

Holland Company – Customer Care Technical Support

Holland Company offers technical support to assist in the use and application of its complete line of water treatment coagulants. Our support staff has a combined 60 years of experience in potable and wastewater treatment. This coagulant expertise is available to assist in meeting the numerous stringent treatment challenges you face.

We offer several levels of annual service:

1. Remote Tech Support

This includes phone or electronic communication to answer treatment questions and offer diagnostic suggestions, coagulant use guidelines and general water treatment chemistry information. Coverage is within three hours on normal business days, eight hours nights, weekends and holidays.

Remote Tech Support – \$75.00 per hour

2. On Site Tech Support

This includes all services listed above and Technical support at the treatment plant site or other designated area. Additional support items include jar testing, coagulant feed rate and pump setting checks, storage tank and coagulant feed system inspection.

On site Tech Support- \$150.00 per hour

3. Product Evaluation

Jar testing, pilot study coagulant evaluation and coagulant optimization studies. Pilot studies project support.

Product Evaluation - \$500 to \$750 per day per staff member, as determined by project review

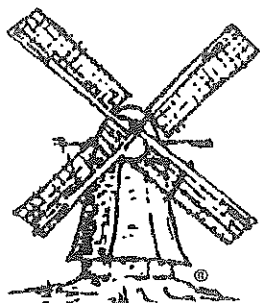
4. Delivery Service

Holland Company will provide same day emergency, weekend and holiday delivery at no charge. See attached After Hours telephone list.

Please contact us for information: techsupport@hollandcompany.com or 1-800-639-9602

NOTE: TECHNICAL SUPPORT FEES WILL NOT BE CHARGED TO HOLLAND COMPANY CUSTOMERS

Holland Company, Inc. - Solving Water Treatment challenges since 1967



Holland
C O M P A N Y

"AFTER HOURS" CONTACT LIST

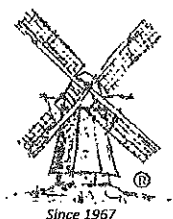
Phone list for after hours, weekend and holiday deliveries/service.

Please contact us by starting at top of the list.

Holland Company Plant :	413-743-1292 or 1-800-639-9602
Timothy Koperek	413-664-7329, mobile 413-441-9215
Kevin Wickert	413-652-2400
Mike Holland	413-884-4291
Jim Holland	413-822-8754
Matt Holland	413-464-5125
Daniel Holland:	413-458-3175
Thomas Holland:	413-458-5093

HOLLAND COMPANY, INC.

"AFTER HOURS" CONTACT LIST



Holland Company, Inc

153 Howland Avenue Adams Massachusetts 01220 USA
800-639-9602 / 413-743-1292 www.hollandcompany.com

PCH 180

Proprietary inorganic coagulant / flocculant

Certified by NSF International as meeting NSF/ANSI/CAN Standard 60 for Water Treatment Chemicals.

Produced at an NSF International Inspected and Listed facility in Adams, Massachusetts.

Complies with AWWA Product Standard ANSI/AWWA B408-18 or as amended.

APPLICATION

Fast and effective reduction of turbidity, virus and bacteria particles, organics, algae, color, and metals in water treatment with reduced effect on pH and generation of treatment solids.

TYPICAL PROPERTIES & CHARACTERISTICS

Appearance: Clear to slight haze < 50NTU

Density @ 68°F (20°C): 1.26 - 1.28 S.G.

pH @ 77°F (25°C): 2.4 - 2.8 as is basis

Freeze Point: < 4°F / -16°C approx.

Non- Staining: Equipment & concrete

Al₂O₃: 10.6%

Basicity: 70%

Odor: Negligible - Aromatic free

Evaporation: Similar to water

STORAGE & USE

In a secure area keep in covered, labeled containers. Recommended storage temperature range of 45°F to 95°F. Annually empty storage tanks inspect and clean. Perform regular maintenance and cleaning of transfer systems.

Use full strength without dilution. For best results use within 4 months of delivery.

ORDER - DELIVERY - SERVICE (24/7)

Orders or Technical help call: 800-639-9602 / 413-743-1292, or order using online customer access.

Normal lead time bulk delivery: 1-2 days. Deliveries made 7 days per week including holidays.

Emergency Delivery: Same day emergency delivery can be available

Delivery: Tank Truck, Mini Bulk, Totes, Drums.

Service: Technical assistance on product application, jar test evaluations, and regulatory questions.

• Refer to Safety Data Sheet (SDS) for additional information •

Holland Company, Inc. Adams, Massachusetts 01220 U.S.A

The information set forth herein is furnished free of charge by the Holland Company and is believed to be accurate and reliable. It is intended for use by persons having technical skill and training at their own discretion and risk. Since conditions of use, application, and storage are outside our control Holland Company makes no warranties, expressed or implied, and assumes no liability in connection with any use of this information or product. Nothing herein is or be taken as a license to operate under or a recommendation to infringe any patents.



Holland Company, Inc.

PCH 180

Safety Data Sheet

SECTION 1. IDENTIFICATION

Product Identifier

Product Name: PCH 180

Other means of identification: SDS ID: PCH 180

Recommended use of chemical and restrictions on use: Water treatment, manufacturing applications

Company Information:

Holland Company, Inc.

153 Howland Avenue

Adams, MA 01220 U.S.A.

Phone: 413-743-1292 FAX: 413-743-1298

Emergency Phone:

1-800-424-9300 Chemtrac (USA)

1-613-996-6666 or Cell *666 CANTUTEC (Canada)

SECTION 2. HAZARDS IDENTIFICATION



WARNING - IRRITANT
AVOID CONTACT



WARNING - CORROSION
May be corrosive to metals

Hazard Statements

Irritating to eyes Category 2

May be corrosive to some metals Category 1

Prolonged exposure may be irritating to skin

Do not ingest

Precautionary Statements

Avoid direct contact.

Use protective equipment if direct contact is possible.

Rinse and wash eyes and skin thoroughly after contact.

For storage and transfer equipment use appropriate materials of construction.



PCH 180

SECTION 3. COMPOSITION / INFORMATION ON INGREDIENTS

Substance

Chemical name: Liquid aluminum hydroxychloride

Name: PCH 180

CAS#: 14215-15-7

Impurities: NA. No impurities or additives which are themselves classified and which contribute to the classification of the substance.

SECTION 4. FIRST AID MEASURES

Eye contact: Acute irritation.

Immediately rinse eyes with water for an extended period.

If irritation persists, get medical attention.

Skin contact: Possible acute irritation.

Remove contaminated clothing - footwear and wash skin with water.

If irritation develops get medical attention.

Ingestion: Possible acute discomfort.

In case of ingestion. Drink large amounts of water. Do not induce vomiting.

Get immediate medical advice.

Inhalation of mist: Possible acute irritation.

Remove from continued exposure.

If irritation or breathing difficulty occurs get immediate medical attention.

Most important symptoms/effects:

Serious eye irritation. Irritation to gastrointestinal tract.

Indication of immediate attention and special treatment needed:

If after direct contact you feel unwell seek medical advice. Notes to physician treat symptomatically.

SECTION 5. FIRE FIGHTING MEASURES

Suitable extinguishing media:

Product is not flammable and will not burn. Use water to cool and maintain integrity of product containers.

Unsuitable extinguishing media:

None identified.

Specific hazards from chemical:

Negligible fire hazard.

Hazardous combustion products from a fire may be sulfur dioxide, hydrogen chloride.

Protective equipment:

As in any fire, appropriate firefighting protective gear and self-contained breathing apparatus (MSHA/NIOSH approved or equivalent) should be used.



SECTION 6. ACCIDENTIAL RELEASE MEASURES

General:

Site specific procedures to address accidental spills are necessary as dictated by facility design, location, staffing, containment structures, and regulatory requirements. Consult engineers as needed.

Personal protection, protective equipment, and emergency services:

In the event of a spill clear unnecessary staff from spill area, isolate area and restrict entry.

Avoid eye and skin contact with spilled material. If direct contact with spilled material is likely use protective equipment to prevent contact with eyes and skin. Do not release into sewers or waterways.

Methods and materials for containment and clean up:

Prevent further leakage or spillage if safe to do so. Manage spilled liquid using containment structures or inert materials to collect for reuse. Product not reused can be neutralized and converted to aluminum hydroxide using a mild alkali such as soda ash, or calcium carbonate (agricultural lime). Neutralized residue can be swept up or rinsed down with water and captured using absorbent materials for disposal in accordance with local, state, province, and federal regulations.

Caution: When neutralizing large spills CO₂ will be created and can be a breathing hazard. Take steps to provide adequate ventilation.

SECTION 7. HANDLING AND STORAGE

Precautions for safe handling:

Avoid contact with eyes and skin. If direct contact with material is likely use protective equipment to prevent contact with eyes and skin. Do not eat, drink, take medication or smoke when direct contact is possible. Always thoroughly wash hands after leaving a work area where contact is possible or has occurred. Do not eat, drink, take medication or smoke when direct contact is possible.

Ventilation: No special requirements.

Conditions for safe storage including any incompatibilities:

Store in covered containers in a secure location. To minimize the possibility of a release into the environment or contact with incompatible materials, storage tanks should have a dedicated liquid tight secondary containment system. Have storage tanks, containers, and transfer systems properly labeled for contents. Annually empty storage tanks to inspect and clean. Perform regular maintenance cleaning of the transfer system. For accepting deliveries have procedures for determining product quantity in storage tanks. Use tanks, containers, and transfer systems, pumps, valves, and process control instrumentation of appropriate materials of construction. Some materials commonly used are FRP, plastic, PVC, CPVC, Teflon®, and special metal alloys.

Incompatible materials:

Avoid contact with sodium hypochlorite (bleach), chlorites, sulfites, strong bases, aqua ammonia, and other similar materials. Avoid contact with common metals such as copper, aluminum, brass, zinc, lower grades of stainless steel, and iron.

Storage Conditions: Preferred storage temperature range is 7°C-35°C (45°F-95°F).

Outside of this temperature range optimal product performance and shelf life may be affected.



SECTION 8. EXPOSURE CONTROL / PERSONNAL PROTECTION

Exposure guidelines:

No exposure limits noted for this substance.

Appropriate engineering controls:

Eyewash stations. Showers. Local passive ventilation is typically used. Under normal conditions respiratory protective equipment is not needed.

Individual protection measures, such as personal protective equipment:

Wear appropriate protective goggles or protect eyeglasses. Wear clothing that will prevent skin contact. Seek professional advice when selecting respiratory protection equipment.

Wash any contaminated clothes before reusing. Do not eat, drink, take medication, apply cosmetics, or smoke where direct contact is possible. Always thoroughly wash hands after leaving a work area.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Liquid clear to slight haze. Colorless to amber tint.

Odor: Negligible.

Odor threshold: Not determined.

pH: 2.5 - 3.0 @ 25°C (77°F) as is basis.

Freeze point: -10°C (14°F) + -

Boiling point-range: Not determined.

Flash point: NA.

Evaporation rate: Similar to water.

Flammability (solid, gas): Not flammable.

Upper/lower flammability or explosive limits: NA

Vapor pressure: Similar to water.

Vapor density: Similar to water.

Relative Density (specific gravity): 1.26 - 1.28 @ 21°C (70°F)

Water Solubility: Complete.

Partial coefficient: n-octanol/water: NA, inorganic compound column 2 of REACH Annex VII.

Auto ignition: Not flammable.

Decomposition temperature: Not determined.

Viscosity: 15-45 centipoise @ 23°C (73°F).

SECTION 10. STABILITY AND REACTIVITY

Reactivity: Not reactive under normal conditions.

Chemical stability: Stable under recommended conditions of storage.

Possible hazardous reactions: Contact with strong alkalis such as sodium hydroxide, ammonia, hypochlorite (bleach) may generate heat, splattering and hazardous vapors.

Hazardous polymerization: Does not occur.

Conditions to avoid: Unaffected by static discharge, shock, or vibration.

Incompatible Materials: Chlorite, hypochlorite (bleach), sulfites, strong bases, common metals.

Hazardous decomposition products: None expected under normal conditions of use and storage.



SECTION 11. TOXICOLOGY INFORMATION

Information on likely routes of exposure:

Eye, Skin, Ingestion, inhalation (of liquid mists).

Reported Oral LD50 (Rat) > 5,000 mg/kg Dermal: No information Inhalation: No information

Symptoms and immediate (Acute) effects:

Eye contact: Contact causes serious eye irritation.

Skin contact: Repeated contact may cause irritation.

Inhalation: Avoid breathing liquid mists. May cause irritation.

Ingestion: Do not taste or swallow. May cause vomiting and discomfort.

Symptoms and delayed (Chronic) effects: NA

Numerical measures of toxicity: Not determined.

Carcinogenicity listing: NTP Not listed. IARC Not listed. OSHA Not listed.

Reproductive toxicity, germ cell mutagenic, or teratogenic effects: Not classified.

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity: An environmental hazard cannot be excluded in the event of incorrect or unprofessional handling, or disposal of unused material.

Aquatic: Reported Fish LC50 static 1460-1500 mg/L 48h *Leuciscus idus melanotuss*.

Persistence and degradability: Not determined

Bioaccumulation potential: Not determined

Mobility in Soil: Not determined

Other adverse effects: Not determined

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal of Waste: Dispose of waste and unused material in accordance with applicable local, regional, and national laws and regulations.

Contaminated packaging: Dispose of waste and unused material in accordance with applicable local, regional, and national laws and regulations.

SECTION 14. TRANSPORTATION INFORMATION

Note: Please see current shipping documents for up the most to date information.

Land (DOT), Sea (IMDG), Air (ICAO/IATA)

UN number: UN3082

Shipping name: Environmentally hazardous substance inorganic N.O.S. (Polyaluminum Chloride)

Hazard class: 9

Packing group: III

Environmental hazards: No

Special precautions: None known



PCH 180

SECTION 15. REGULATORY INFORMATION

RCRA Hazardous waste: Not Listed

CERCLA Hazardous substance: Not listed

CWA (Clean Water Act): Not listed

CERCLA Reportable Quantity (RQ): NA

SARA 311/312 Hazard Categories:

Acute (immediate) health effects: Yes **Chronic (delayed) health effects:** No

Fire Hazard: No

Sudden release of pressure hazard: No

Reactivity hazard: No

SARA 313 Toxic Chemical listing: Not listed **SARA Extremely hazardous substance (EHS):** Not listed

OSHA Air (table Z-1, Z-1A): Not listed **OSHA Special Regulated Substance:** Not listed

TSCA Section Inventory Status: Product exempt or listed on the TSCA Inventory.

Canadian Domestic Substances List (DSL): Listed (1327-41-9)

State - Province regulations: Not determined

SECTION 16. OTHER INFORMATION

NSF International Certified: As meeting NSF/ANSI/CAN Standard 60 for Water Treatment Chemicals
Maximum use (MUL) 325 mg/L

NFPA: Health 1 Flammability 0 Stability 0 Instability 0 **Special Hazards** Not Determined

HMIS: Health 1 Flammability 0 Stability 0 **Physical Hazards** 0 **Personal Protection** Not Determined

Preparatory statement: The information in this Safety Data Sheet (SDS) is correct to the best of our knowledge, information we have available, and belief as of the publication date. The information is designed solely as guidance for safe handling, storage, transportation, release, and disposal. This information is not to be considered a product warranty or quality specification.

Date Sources for the SDS:

Literature, direct manufacturing experience, databases, practice, publications, own tests, regulations

Revision: June 30, 2020 replaces all earlier **SDS ID:** PCH 180



Holland Company, Inc.
153 Howland Avenue
Adams, Massachusetts 01220 U.S.A.
413-743-1292 / 800-639-9602



Holland COMPANY INC.

153 HOWLAND AVENUE
ADAMS, MA 01220-1199
(TEL.) 413 743-1292
(FAX) 413 743-1298

Holland Company Form for *Polyaluminum Chloride AWWA Compliance and NSF Certification*

CERTIFICATE OF COMPLIANCE & CERTIFICATION

The Holland Company, Inc. Polyaluminum Chloride (PCH 180) supplied to the City of Saratoga Springs, NY will in all aspects meet the requirements of the American Water Works Association ANSI/AWWA B408-18, or as amended for Polyaluminum Chloride.

Additionally, Holland Company, Inc. Polyaluminum Chloride is certified and listed under NSF/ANSI/CAN Standard 60 for Water Treatment Chemicals and is produced in Adams, Massachusetts, USA at an NSF International Inspected and Registered Facility.

Matthew B. Holland
Holland Company, Inc.
Adams, Massachusetts

Date: April 26, 2022



Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

U.S. Communities Product Schedule

Product Schedule Number: 3758017USC5

Master Lease Agreement Number: 3758017

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and Saratoga Springs, City of _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and Ricoh USA, Inc. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Saratoga Springs, City of				Karen Perrino			
Customer (Bill To) 5 Lake Avenue Commissioner's Office				Billing Contact Name 474 Broadway			
Product Location Address Saratoga Springs Saratoga NY 12866-2264				Billing Address (if different from location address) Saratoga Springs Saratoga NY 12866-2264			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number 518-587-3550				Billing Contact Facsimile Number		Billing Contact E-Mail Address karen.perrino@saratoga-springs.org	

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	Ricoh IMC400F Color Digital System

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$79.35	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
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Sales Tax Exempt: ☒ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: <input checked="" type="checkbox"/> _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: <u>Manjette Micken</u> Authorized Signer Signature Printed Name: <u>Manjette Micken</u> Title: <u>Leasing Operations Manager</u> Date: <u>4/26/22</u> <u>3815713</u>
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RICOH**"Certified second original,
non-negotiable, non-chattel paper"**Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355**U.S. Communities Product Schedule**Product Schedule Number: 3758017USC5Master Lease Agreement Number: 3758017

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CUSTOMER INFORMATION

Saratoga Springs, City of				Karen Perrino			
Customer (Bill To)				Billing Contact Name			
5 Lake Avenue Commissioner's Office				474 Broadway			
Product Location Address				Billing Address (if different from location address)			
Saratoga Springs Saratoga NY 12866-2264				Saratoga Springs Saratoga NY 12866-2264			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number 518-587-3550				Billing Contact Facsimile Number		Billing Contact E-Mail Address karen.perrino@saratoga-springs.org	

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	Ricoh IMC400F Color Digital System

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$79.35	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
---	--	--	--

Sales Tax Exempt: ☒ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)**TERMS AND CONDITIONS**

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by RICOH USA, INC. By: <i>Mannette Michael</i> Authorized Signer Signature Printed Name: <i>Mannette Michael</i> Title: <i>Marketing Operations Manager</i> Date: <i>4/24/22</i> <i>3815713</i>
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ORDER AGREEMENT

Master Maintenance and Sale Agreement Date:		Sale Type:	Lease
Master Sale Agreement Date:			
Master Maintenance Agreement Date:			
RFP or Bid Contract Date:			

BILL TO INFORMATION

Customer Legal Name:	Saratoga Springs, City of		
Address Line 1:	474 Broadway	Contact:	Karen Perrino
Address Line 2:		Phone:	518-587-3550
City:	Saratoga Springs	E-mail:	karen.perrino@saratoga-springs.org
ST / Zip:	NY 12866-2244	County:	Saratoga
		Fax:	

BILLING INFORMATION

Check All That Apply:	
<input type="checkbox"/> PO Included PO #	<input type="checkbox"/> PS Service (Subject to and governed by additional Terms and Conditions)
<input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)	<input type="checkbox"/> IT Services (Subject to and governed by additional Terms and Conditions)
<input type="checkbox"/> Syndication	<input checked="" type="checkbox"/> Fixed Service Charge
	<input type="checkbox"/> Add To Existing Service Contract #

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
60		

Service Type	Guaranteed Group Total Allowance (Per Base Billing Frequency)		Group Overages		Service Base (Per Base Billing Frequency)	
SILVER	B/W		B/W		\$	
	Color		Color			

SHIP TO INFORMATION

Customer Name:	City of Saratoga Springs		
Address Line 1:	5 Lake Avenue	Contact:	Karen Perrino
Address Line 2:	Commissioner's Office	Phone:	518-587-3550
City:	Saratoga Springs	E-mail:	karen.perrino@saratoga-springs.org
ST / Zip:	NY 12866-2244	County:	Saratoga
		Fax:	

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price
IMC400F Color Desktop	1	SILVER	Usage	0.009000	Usage	0.060300	CPC		\$ -

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price

SHIP TO INFORMATION

Customer Name:			
Address Line 1:		Contact:	
Address Line 2:		Phone:	
City:		E-mail:	
ST / Zip:		County:	
		Fax:	

PRODUCT INFORMATION									
Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION			
BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price

SHIP TO INFORMATION					
Customer Name:					
Address Line 1:				Contact:	
Address Line 2:				Phone:	
City:				E-mail:	
ST / Zip:		County:		Fax:	

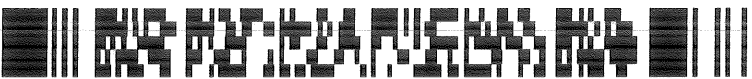
PRODUCT INFORMATION									
Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION			
BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price

ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax) :	
Additional Provisions:		

US Communities Contrat #4400003732 Usage plan billed quarterly	
--	--

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature: <i>Sherrie Price (co)</i>
Printed Name:	Printed Name: <i>Sherrie Price</i>
Title:	Title: <i>V.P. Managing Director</i>
Date:	Date: <i>4-26-2022</i>

	
Version # 1.1	

**EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION**

Customer Name:	City of Saratoga Springs			Phone:	518-587-3550
Contact Name:	Karen Perrino			City:	Saratoga Springs
Address:	5 Lake Avenue Commissioner's Office			Fax/Email:	Karen.perrino@saratoga-springs.org
State:	New York	Zip:	12866-2264		
Make	Model	Serial Number		Machine Status	
Ricoh	IM350F	C91216630 EID #145588795		Leased	

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("RicoH") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

Equipment Removal (Owned by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.

XEquipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

☐ **Buy Out Terms.** Upon execution and delivery by Customer of a sale, lease (and related delivery and acceptance certificate), service and/or other agreement ("Agreement") between Ricoh and/or other third party, Ricoh agrees to pay to

(A) ☐ the customer (and Customer hereby agrees to promptly pay such amount to the below named payee ("Payee"), or

(B) ☐ the Payee identified below, an amount ("Buy Out Amount") equal to \$ _____, to pay off an/or reduce Customer's obligations owing under that certain equipment lease agreement _____ for third party lease company ("Third Party Lease") between Customer and Payee relating to the equipment identified in the Third Party Lease.

THIRD PARTY LEASE – COMPANY INFORMATION

Payee Name:

Attention To:

Address:

City:

State:

Zip Code:

☐ W-9 included☐ Third-Party Quote or Proof of Buy Out IncludedMailing Method: (select one) ☐ Mail Check (regular)☐ Overnight Check

The Buy Out Amount represents the total amount payable by Ricoh for such purpose. Ricoh shall have no obligation, and does not assume any obligation, under the Third Party Lease. Customer acknowledges that Customer is solely responsible to make payments to the Payee under the Third Party lease, to return the Equipment at the appropriate time to the appropriate location as determined by the Payee, and to fulfill any and all payment and other obligations under the Third Party Lease. Customer agrees to indemnify and hold Ricoh harmless from any losses, damages, claims, suits and actions (including reasonable attorneys' fees) arising from the breach by Customer of any of its obligations contained in this authorization and/or the Third Party Lease.

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

RICOH USA, INC.Signature: Sherrie PriceName: Sherrie Price (C)Title: V.P. Managing DirectorDate: 4-26-2022

91899v1

City of Saratoga Springs, NY
Addendum Two
Original Agreement March 25, 2021

This Addendum, by and between Therapeutic Horses of Saratoga, Inc., at 683 Lake Avenue, Saratoga Springs, NY 12866 ("THS") and the City of Saratoga Springs ("City"), 474 Broadway, Saratoga Springs, NY 12866 entered into between the above referenced parties on the effective date of May 3, 2022 is hereby added to the original Agreement of March 25, 2021.

The City and THS entered into an agreement, executed by the City and THS on March 25, 2021, that THS would provide the City with equine care services. This Addendum Two is supplemental to the original March 25, 2021 agreement and its subsequent Addendum One approved by City Council on January 18, 2022. It is incorporated and made part of those documents.

This Addendum replaces Item Number 4 of the original contract with the following revised language: **"Item Number 4: Indemnification:** The City of Saratoga Springs requires THS to purchase and maintain the following insurance for the duration of the agreement and its addendums:

- Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate including completed operations, personal injury and product liability
- 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.)*

A Certificate of Insurance naming the City of Saratoga Springs as a Certificate Holder shall be provided to the City and should be addressed to the attention of: Director of Risk and Safety, City of Saratoga Springs, 474 Broadway Suite 14, Saratoga Springs, NY 12866. Therapeutic Horses of Saratoga, Inc. acknowledges that failure to obtain such insurance constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. 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.


Therapeutic Horses of Saratoga, Inc. shall indemnify and save harmless the City, its Agents and Employees from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work, 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 Therapeutic Horses of Saratoga, Inc. or its employees, agents or subcontractors.

All other terms and conditions of the original Agreement and Addendum One remain the same.

The parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein sign this Agreement.

Therapeutic Horses of Saratoga, Inc.

City of Saratoga Springs, NY

By: 
Title: President
Date: 4.22.22

By: _____
Title: Mayor
Date: _____

City Council Approval Date:

GENERAL LIABILITY INSURANCE BINDER

This Document is a

Binder: This binder is an insurance contract subject to the conditions shown below. This company binds the kind(s) of insurance stipulated below. This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company. This binder may be canceled by the insured by surrender of this binder or by written notice to the company stating when the cancellation will be effective. This binder may be canceled by the company by notice to the insured in accordance with policy conditions. This binder may be canceled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company, upon which the coverage is based.

BINDING OF THIS COVERAGE IS CONTINGENT UPON THE INSURED'S CONSIDERATION OF PREMIUM PAYMENT BEING POST-MARKED TO ARK AGENCY ON OR BEFORE THE EFFECTIVE DATE STATED ON THIS BINDER.

NAME AND ADDRESS OF AGENCY

NORTH AMERICAN HORSEMEN'S ASSOCIATION
Horsemen of North America Safety Control Risk Purchasing Group
Administrative Office: Ark Agency
310 Washburne Ave., Box 223
Paynesville, MN 56362

Policy No.: **B0572YF20AA05 RPG000441**
LOCATIONS (if other than mailing address)

NAME AND ADDRESS OF INSURED

Therapeutic Horses of Saratoga, Inc.
683 Rt 29
Saratoga Springs, NY 12866

COMPANY: **Brace 9642 on behalf of Beat Syndicate 4242, Lloyds of London**

Effective: 12:01 AM 03/21/2022 Expires: 12:01 AM 03/21/2023

Type of Liability Insurance	Coverage Form	Bodily Injury & Property Damage Combined	Limits of Liability	
			Each Occurrence Or Claim	Aggregate Per Policy Year
X – Comprehensive Form Deductible: N/A per claim and legal defense - Premises/ Operations Products/Completed Operations Care, Custody & Control: \$5,000 per horse max \$25,000 Aggregate Deductible: N/A per claim and legal defense X – Medical Payments: \$5,000 X – Fire Legal Liability: \$50,000	Occurrence		\$1,000,000	\$2,000,000

EXPOSURES (ACTIVITIES) NOT LISTED WILL NOT BE COVERED BY THE COMMERCIAL EQUINE OPERATION'S LIABILITY POLICY.

Exposure Code

Exposure Code	Exposure (Activity Description)
B 02	Commercial High Usage Horses
C 01	Horse Boarding
D 04	Events, Exhibitions, Competitions, Clinics & seminars
D 21	Equine Assisted Services to Licensed/Certified Therapist
D 26	Equine and Animal Assisted Growth and Development Services
D 30	Horse Rescue
J 01a	Equine Care, Custody and Control \$5,000/\$25,000
P 03	Professional Liability: Equine Assisted Services to Licensed/Certified Therapist
P 09	Professional Liability: Equine and Animal Assisted Growth and Development Services

EXCLUSIONS

As per policy contract.

REVISED

Date Issued: 5/4/2022

Authorized Representative:

Linda Lestman

"THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS."

CERTIFICATE OF INSURANCE

This Document is a

Certificate of Insurance. This is to certify that policies of insurance listed below here have been issued to the insured named herein and are in force at this time. 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. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICIES LISTED BELOW.

BINDING OF THIS COVERAGE IS CONTINGENT UPON THE INSURED'S CONSIDERATION OF PREMIUM PAYMENT BEING POST-MARKED TO ARK AGENCY ON OR BEFORE THE EFFECTIVE DATE STATED ON THIS BINDER.

NAME AND ADDRESS OF AGENCY NORTH AMERICAN HORSEMEN'S ASSOCIATION Horsemen of North America Safety Control Risk Purchasing Group Administrative Office: Ark Agency 310 Washburne Ave., Box 223 Paynesville, MN 56362	Policy No.: B0572YF20AA05 RPG000441 LOCATIONS (if other than mailing address)
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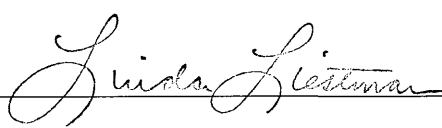
NAME AND ADDRESS OF INSURED Therapeutic Horses of Saratoga, Inc. 683 Rt 29 Saratoga Springs, NY 12866	
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COMPANY: Brace 9642 on behalf of Beat Syndicate 4242, Lloyds of London Effective: 12:01 AM 3/21/2022 Expires: 12:01 AM 3/21/2023	
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Type of Liability Insurance	Coverage Form	Bodily Injury & Property Damage Combined	Limits of Liability	
			Each Occurrence Or Claim	Aggregate Per Policy Year
X – Comprehensive Form Deductible: N/A per claim and legal defense - Premises/ Operations Products/Completed Operations Care, Custody & Control: \$5,000 per horse max \$25,000 Aggregate Deductible: N/A per claim and legal defense X – Medical Payments: \$5,000 X – Fire Legal Liability: \$50,000	Occurrence		\$1,000,000	\$2,000,000

EXPOSURES (ACTIVITIES) NOT LISTED WILL NOT BE COVERED BY THE COMMERCIAL EQUINE OPERATION'S LIABILITY POLICY.

<u>Exposure Code</u>	<u>Exposure (Activity Description)</u>
B 02	Commercial High Usage Horses
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P 03	Professional Liability: Equine Assisted Services to Licensed/Certified Therapist
P 09	Professional Liability: Equine and Animal Assisted Growth and Development Services

EXCLUSIONS As per policy contract.	CANCELLATION: Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
NAME AND ADDRESS OF: X - Certificate Holder X - Additional Insured 683 Rt 29, LLC 683 Rt 29 Saratoga Springs, NY 12866	REVISED Date Issued: 5/4/2022 Authorized Representative: 

"THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS."

CERTIFICATE OF INSURANCE

This Document is a

Certificate of Insurance. This is to certify that policies of insurance listed below here have been issued to the insured named herein and are in force at this time. 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. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICIES LISTED BELOW.

BINDING OF THIS COVERAGE IS CONTINGENT UPON THE INSURED'S CONSIDERATION OF PREMIUM PAYMENT BEING POST-MARKED TO ARK AGENCY ON OR BEFORE THE EFFECTIVE DATE STATED ON THIS BINDER.

NAME AND ADDRESS OF AGENCY NORTH AMERICAN HORSEMEN'S ASSOCIATION Horsemen of North America Safety Control Risk Purchasing Group Administrative Office: Ark Agency 310 Washburne Ave., Box 223 Paynesville, MN 56362	Policy No.: B0572YF20AA05 RPG000441 LOCATIONS (if other than mailing address)
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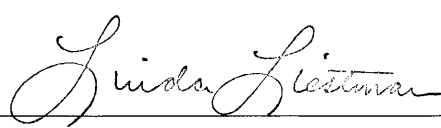
NAME AND ADDRESS OF INSURED Therapeutic Horses of Saratoga, Inc. 683 Rt 29 Saratoga Springs, NY 12866	
---	--

COMPANY: **Brace 9642 on behalf of Beat Syndicate 4242, Lloyds of London**
Effective: 12:01 AM **3/21/2022** Expires: 12:01 AM **3/21/2023**

Type of Liability Insurance	Coverage Form	Bodily Injury & Property Damage Combined	Limits of Liability	
			Each Occurrence Or Claim	Aggregate Per Policy Year
X – Comprehensive Form Deductible: N/A per claim and legal defense - Premises/ Operations Products/Completed Operations Care, Custody & Control: \$5,000 per horse max \$25,000 Aggregate Deductible: N/A per claim and legal defense X – Medical Payments: \$5,000 X – Fire Legal Liability: \$50,000	Occurrence		\$1,000,000	\$2,000,000

EXPOSURES (ACTIVITIES) NOT LISTED WILL NOT BE COVERED BY THE COMMERCIAL EQUINE OPERATION'S LIABILITY POLICY.

<u>Exposure Code</u>	<u>Exposure (Activity Description)</u>
B 02	Commercial High Usage Horses
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P 03	Professional Liability: Equine Assisted Services to Licensed/Certified Therapist
P 09	Professional Liability: Equine and Animal Assisted Growth and Development Services

EXCLUSIONS As per policy contract.	CANCELLATION: Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
NAME AND ADDRESS OF: X - Certificate Holder City of Saratoga Springs Office of Risk and Safety 474 Broadway – Suite 14 Saratoga Springs NY 12866	REVISED Date Issued: 5/4/2022 Authorized Representative: 

"THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS."

AGREEMENT FOR EQUINE CARE SERVICES BETWEEN
the City of Saratoga Springs and
Therapeutic Horses of Saratoga, Inc.



The Agreement was originally entered into between the City of Saratoga Springs (the "City"), 474 Broadway, Saratoga Springs, NY 12866 and Therapeutic Horses of Saratoga, Inc. ("THS"), 683 Lake Avenue, Saratoga Springs, NY 12866 for the provision of equine care services to the City for the City's two (2) equines beginning 4/1/21 and ending 12/31/22.

WHEREAS, the City has a need for the care of its two (2) police department equines and THS agrees to provide this service to the City and its Police Department;

THEREFORE, the City and THS hereby agree as follows:

1. **Subject of Agreement:** THS shall provide for the equines' daily feeding and watering, the daily cleaning of the equines' occupied stalls, and the repair and maintenance of the stable and paddock in which the equines are housed, as needed. The Saratoga Springs Police Department Mounted Unit shall be responsible for the physical care and exercising of the equines housed at THS. THS shall grant permission for access to the City's equines by its veterinarian and farrier as needed. In the event of a medical emergency involving the City's equines and the City's veterinarian is not available, veterinarian services utilized by THS may be provided by THS at the City's sole cost and expense.
2. **Term and Renewal:** The term of this agreement shall be from date of the approval of this agreement by City Council for a period of one year. This Agreement may be renewed for subsequent years (the "Renewal") under the same provisions or as modified by Agreement between the City and THS so long as such Renewal is mutually exercised in writing within ninety (90) days of Termination as defined hereafter.
3. **Compensation:** The City will pay THS for the services rendered as described above within Paragraph 1 with fees billed to the City as to the actual costs incurred for emergency medical services as needed, equine food (grain and hay), and stable maintenance. THS will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receiving said invoice. Board for the City's equines provided by THS will be at no cost to the City. The City will also reimburse THS for the difference in insurance premiums paid by THS as a result of THS obtaining the additional equine boarding coverage.
4. **Insurance and Indemnification:** The City requires a Certificate of Insurance naming the City as an ***Additional Insured on a primary and non-contributory basis*** evidencing the following coverage:
 - Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate including completed operations, personal injury and product liability
 - Statutory Workers Compensation and Employer's Liability Insurance for all employees (*Please note that for this coverage per NYS Law, the City shall not be named as an Additional Insured.*)

Certificates of Insurance should be addressed to the attention of: Director of Risk and Safety, City of Saratoga Springs, 474 Broadway Suite 14, Saratoga Springs, NY 12866. THS acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The firm 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 services. 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.

THS shall indemnify and save harmless the City, its Agents and Employees from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of THS's work, 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 THS or its employees, agents or subcontractors, unless such damage occurs as a result of a negligent act or omission of the City, its employees, agents or subcontractors.

The City shall indemnify and save harmless THS, its Agents and Employees from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the City, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of the City, or its employees, agents or subcontractors, unless such damage occurs as a result of a negligent act or omission of THS, its employees, agents or subcontractors.

5. **Termination:** This Agreement may be terminated by either party upon ninety (90) days written notice by certified mail.
6. **Assignment:** This Agreement may not be assigned by either party without the prior written permission of the other.
7. **Modification:** This Agreement may not be modified except in writing signed by both parties.
8. **Governing Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York. Each of the Parties submits to the exclusive jurisdiction of the New York State

Supreme Court venue in Saratoga County, New York in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding shall be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

9. **Expenses:** In any adversarial proceeding between the parties arising out of this Agreement, the prevailing party (which, for purposes of this Agreement shall be interpreted as the party obtaining substantially the relief sought by such party, whether by compromise, settlement, judgment or otherwise) shall be entitled to recover from the other party, in addition to any other relief awarded, all reasonable expenses that the prevailing party incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees and expenses.
10. **Counterparts; Electronic Signature Authorized as Fully-Binding:** This Agreement may be executed in identical counterparts, each of which shall be deemed to be an original instrument, but all of which such counterparts taken together shall constitute a single document. A facsimile, photocopy or a copy in PDF or other digitized imaged format of an executed signature page hereto shall be deemed an original document for all purposes.

By: Meg Kelly
Meg Kelly, Mayor
Date: 4/6/21

By: SS
Date: 3/25/21

 ORIGINAL

As per City Council approval on 4/6/21



Momentive Performance Materials Inc.

260 Hudson River Road
Waterford, NY 12188
momentive.com

April 26, 2022

Office of Risk and Safety
City of Saratoga Springs
474 Broadway, Suite 14
Saratoga Springs, NY 12866

To: Marilyn Rivers

RE: Commercial General Liability and Professional Liability Insurance

This letter is being provided to confirm that Momentive Performance Materials Inc. (MOM Holding Company) does not purchase a primary Commercial General Liability policy or a Professional Liability policy.

The first \$5,000,000 of General Liability is self-insured, with an Excess Liability policy to pay claims in excess of the self-insured retention as evidenced by the attached certificate of insurance.

Professional Liability is self-insured in its entirety.

Sincerely,

Dawn Freiberger

DAWN FREIBERGER

Senior Manager, Global Risk
Momentive Performance Materials | MOM Holding Company

260 Hudson River Road
Waterford, NY 12188

Office: 518.233.3414

Mobile: 518.491.9599

Email: dawn.freiberger@momentive.com
risk.management@momentive.com



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/27/2022

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

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

PRODUCER Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Momentive Performance Materials, Inc. 260 Hudson River Rd Waterford NY 12188 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: American International Group UK Ltd</td><td>AA1120187</td></tr><tr><td>INSURER B: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER C: American Zurich Ins Co</td><td>40142</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American International Group UK Ltd	AA1120187	INSURER B: Zurich American Ins Co	16535	INSURER C: American Zurich Ins Co	40142	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: American Zurich Ins Co	40142														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570092853496 **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.

Limits shown as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 5095895 09	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION			CSUSA2104269 Occurrence Reported SIR applies per policy terms & conditions	07/01/2021	07/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 General Liab Per Occ SIR \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC509589309 AOS WC509589209 WI MA	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Saratoga is included as Additional Insured in accordance with the policy provisions of the Automobile Liability policy. Automobile Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

CANCELLATION

Office of Risk and Safety City of Saratoga Springs 474 Broadway, Suite 14 Saratoga Springs NY 12866 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
--	---



AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Momentive Performance Materials, Inc.	
POLICY NUMBER See Certificate Numbe 570092853496		EFFECTIVE DATE:	
CARRIER See Certificate Numbe 570092853496	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

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

ADDITIONAL POLICIES

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

[illegible]

**EDUCATION
AGREEMENT BETWEEN**

Momentive Performance Materials

AND

SARATOGA SPRINGS FIRE DEPARTMENT

This AGREEMENT made by and between Momentive Performance Materials doing business from 260 Hudson River Road, Waterford New York 12188 (hereinafter referred to as "Momentive") and THE CITY OF SARATOGA SPRINGS FIRE DEPARTMENT, 60 Lake Avenue, Saratoga Spring, New York 12866 ("SSFD").

W I T N E S S E T H:

WHEREAS, Momentive has an established educational and professional development program for the industrial Fire Brigade members as well as Emergency Medical Technicians (hereinafter referred to as employees); and

WHEREAS, Momentive desires to affiliate with SSFD for the purpose of obtaining adequate experience for employees participating in said educational course work; and

WHEREAS, the SSFD believes the presence of such individuals will add to its operation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

I. MOMENTIVE AGREES:

- A. To assume full responsibility for planning and execution of the educational program, including programming, administration, curriculum content, faculty appointments, faculty administration, and the requirements for matriculation, promotion, and graduation.
- B. To assign Students to SSFD for educational experience and notify SSFD of its planned schedule of Student assignments to SSFD including the dates, name and number of employees. These arrangements are all negotiated items to be jointly agreed to by both parties.
- C. To keep records and reports on Students' experience at the SSFD.
- D. To provide relevant SSFD staff with information on Momentive's educational program.
- E. To take reasonable measures to ensure that while at the SSFD its employees comply with all the rules, policies and procedures of the SSFD that are provided to Momentive and the employees, as well as with established standards emergency service and/or EMT scope of practice and applicable federal and state statutes and regulations.
- F. To instruct employees to respect the confidential nature of all information which they may obtain from their participation, records, reports or patient information at SSFD

- G. To guarantee and maintain insurance covering employees while participating in any SSFD related activity as follows: Professional Liability Insurance with limits of \$1,000,000 each claim/\$3,000,000 aggregate per policy year, \$1,000,000 Commercial Automobile Liability Insurance, Commercial General Liability Insurance with limits of \$1,000,000 each person/\$3,000,000 each occurrence combined bodily injury and property damage, and NYS Statutory Workers Compensation and Employer's Liability Coverage covering Momentive and the activities of its employees participating in the work related program. Momentive shall provide a Certificate of Insurance naming the City as Additional Insured on a Primary and Non-contributory Basis and as Certificate Holder for the Commercial Auto and Commercial General Liability coverage and provide proof of the NYS Statutory Workers Compensation and Employer's Liability and the Professional Liability Insurance coverage. Coverage may be affected by a combination of NYS Insurance Department self-insurance, primary, and/or excess liability policies. It shall be an affirmative obligation of Momentive to advise the 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 or email to Marilyn.Rivers@Saratoga-Springs.org**, within ten (10) business 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. Momentive 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.
- H. Provide insurance documentation to demonstrate the insurance coverage required above; and to provide 30-day prior written notice when possible but no less than ten (10) days written notice to SSFD in the event of cancellation, non-renewal or material change with respect to each covered item.
- I. To indemnify, protect and save harmless SSFD, the City, its officers, directors, staff and employees, to the fullest extent permitted by law from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including, without limitation, reasonable attorneys' fees and expenses of whatsoever kind and nature, which may be imposed on, incurred by, or asserted at any time against SSFD or any of its officers, directors, staff and employees arising directly out of Momentive's negligence or the negligence of its employee in the performance of their duties under this Agreement.
- K. That employee will assume responsibility for the cost of transportation to and from SSFD, parking and for travel costs entailed in related educational experiences.
- L. That employee will provide their own uniforms and for the cleaning and care of uniforms.
- M. That employee will wear identification nametags issued by Momentive and/or SSFD. This tag (these tags) shall be clearly visible and worn at all times while at SSFD.
- N. To immediately remove any or all Students from SSFD if Momentive determines in its sole discretion that the educational experience and/or supervision provided at SSFD does not meet applicable education or accreditation requirements.

II. THE SSFD AGREES:

- A. To assist Momentive and its staff in planning and implementing the professional development and/or clinical experience in order to provide maximum benefit for the employee, Momentive, and SSFD and its patients.

- B. To make available the space, applicable equipment and supplies, patient/incident information necessary for training and the provision of care and services, clinical information and resources, clinical care areas, and related opportunities for employee educational and developmental experiences.

- C. To provide an adequate number of qualified staff to supervise the employee.
- D. To retain final responsibility for the services and quality of care rendered at SSFD, and supervision of patient care and to retain ultimate authority to control decisions by employees in regard to the care and treatment of patients. In this regard, as required by the New York State Department of Health: "Notwithstanding any other provision in this contract, the facility remains responsible for ensuring that all service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local regulations."
- E. To provide employees with an orientation program, including a review of the rules, policies and procedures of SSFD, established standard practice, and applicable federal and state statutes and regulations (including the Health Insurance Portability and Accountability Act of 1996 and implementing regulations).
- F. To reserve the right to require the immediate removal from the education program at the SSFD of any employee who does not comply with the rules, policies and procedures or rules of SSFD, including a violation of patient confidentiality. The Director /Manager of particular service area at the SSFD, or his/her designee, shall have authority to determine whether an employee should be removed and shall immediately notify the Momentive Brigade Chief of such action.
- G. To make available medical care at the request and expense of who may become ill or may be injured while on duty. Upon written request from the Student, reports of such illness or accident will be sent to Momentive.
- H. That the facilities and devices assigned for the educational experiences of employees contain the same safeguards as those provided to SSFD staff.
- I. To indemnify, protect and save harmless, its officers, directors, trustees and employees, to the fullest extent permitted by law from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including, without limitation, reasonable attorneys' fees and expenses of whatsoever kind and nature, which may be imposed on, incurred by, or asserted at any time against SCEMSC or any of its officers, directors, trustees and employees arising directly out of SSFD's negligence or the negligence of its employees in the performance of their duties under this Agreement.

III. MUTUAL TERMS:

- A. This Agreement, effective on the date executed as provided below, is for a term of one (1) year, and shall automatically renew for additional one (1) -year terms unless terminated in accordance with Section III.B. immediately below.
- B. This Agreement may be terminated by either party with or without cause upon ninety (90) days prior written notice to the other party.
- C. In the event the SSFD terminates this Agreement, such termination shall not become effective until the employee participating in an program at the SSFD at the time of notice of termination shall have an opportunity to complete the educational experience at the SSFD, despite the fact that the period required for completion of the educational experience at the SSFD may exceed the ninety (90) -day period.

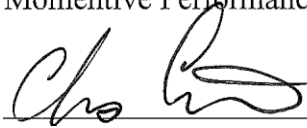
- D. This Agreement may only be modified in a writing signed by both parties.
- E. This Agreement or any right or responsibility under this Agreement may not be assigned or transferred by either party without the prior written consent of the other party.
- G. The parties agree that Momenive and the Momenive employee are not entitled to receive nor expect any compensation from SSFD in connection with any of the educational programs, and that SSFD does not expect any compensation from Momenive.
- H. The parties recognize that, in performance of this contract, the greatest benefits will be derived by promoting the interests of both parties and each of the parties do, therefore, enter into this contract with the intention of cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions, insofar as it may legally do so, in such manner as will best promote the interest of both and render the highest level of service to the public and SSFD's patients, and the highest level of education to the Momenive employee.
- I. Neither party shall discriminate against any Student based on race, national origin, religion, creed, sex, sexual orientation, age or disability.

IV. ENDORSEMENTS:

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date of the last signature provided below.

Momenive Performance Materials

Date: 4/19/22



Director of Site Operations

(Signature and Title)

THE CITY OF SARATOGA SPRINGS

By _____
(Signature)

Date ____

Ron Kim, Mayor

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/28/2021

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Stamford CT office

CONTACT
PHONE
(A/C.No. Ext): (866) 283-7122

Infc.No.): (800) 363-0105

1600 summer Street
Stamford CT 06907-4907 USA

E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURED
MOM Holding Company
260 Hudson River Rd
Waterford NY 12188 USA

INSURER A: Ameri can nternational Group UK Ltd AA1120187
INSURER B: zuri ch Ameri can ns Co 16535
INSURER C: Ameri can Zuri ch ns co 40142
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 570088586674

REVISION NUMBER:

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

Limits shown are as requested

1.f TYPE OF INSURANCE POLICY NUMBER , 11/11/2021 11/11/2021 LIMITS
COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE Occur

EACH OCCURRENCE
DAMAGE TO RENTED
PREMISES (Ea occurrence)
MED EXP (Any one person)
PERSONAL & ADV INJURY

GENERAL AGGREGATE LIMIT APPLIES PER:

GENERAL AGGREGATE

POLICY DEDUCTIBLE DLOC
OTHER:

PRODUCTS -COMP/OP AGG

B AUTOMOBILE LIABILITY BAP 5095895 09 07/01/2021 07/01/2022 COMBINED SINGLE LIMIT \$2 ,000,000
ANY AUTO SCHEDULED
OWNED AUTOS
HIRER AUTOS NON-OWNED
ONLY AUTOS ONLY
(Per accident)

A UMBRELLA LIAS H CSUSA2104269 07/01/2021 07/01/2022
OCCUR
X EXCESS LIAS CLAIMS-MADE Occurrence Reported
DEDUCTIBLE RETENTION SIR applies per policy terms & conditions
EACH OCCURRENCE \$10,000,000
AGGREGATE \$10,000,000
General Uab Per Occ SIR \$5 ,000,000
XIPER STATUTE I IOTH-ER
E.L. EACH ACCIDENT \$2,000,000
E.L. DISEASE-EA EMPLOYEE \$2,000,000
E.L. DISEASE-POLICY LIMIT \$2 ,000,000

c WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A
B (Mandatory in NH) tJ
If yes, describe under
DESCRIPTION OF OPERATIONS below

WC509589309 07/01/2021 07/01/2022
AOS
WC509589209 07/01/2021 07/01/2022
WI MA

DESCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of insurance.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Holder Identifier : 25

Certificate No

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ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED MOM Holding company	
POLICY NUMBER see certificate Number: 570088586674			
CARRIER see certificate Number: 570088586674	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(\$ AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	EXCESS LIABILITY						
A				CSUSA2104269 occurrence Reported SIR applies per policy terms & conditions	07/01/2021	07/01/2022	Auto Liab Per Occ SIR \$2,000,000
							Empl Liab Per Occ SIR \$2,000,000

AGREEMENT

BETWEEN CITY OF SARATOGA SPRINGS AND COMMUNITY EMERGENCY CORPS, INC.

AGREEMENT made this ____ of ____, 2022, between the CITY OF SARATOGA SPRINGS, NEW YORK, a municipal corporation with offices at City Hall, 474 Broadway, Saratoga Springs, New York, hereinafter referred to as "The City", and COMMUNITY EMERGENCY CORPS, INC., a corporation with offices in Saratoga Springs, New York, hereinafter referred to as "CEC"

WHEREAS, CEC will provide an ambulance and/or an ambulance and crew to standby events when requested by The City.

NOW, THEREFORE, the CEC and The City agree as follows:

1. CEC shall provide The City an equipped ALS ambulance, when requested by the Saratoga Springs Fire Chief or designee, for large event coverage. In addition, when requested, provide a fully staffed ALS ambulance for large, scheduled events.
 - a. Each day CEC provides an ambulance, which will be staffed by Saratoga Springs Firefighters, who shall be City employees and one of which will be an ALS provider. The cost for the ambulance is \$25.00 per hour, with a minimum of two hours. After the first two hours, time will be calculated in 30-minute intervals.
 - b. Each day CEC provides an ambulance, staffed by CEC employees, one of which is an ALS provider. The cost for the staffed ambulance will be \$125.00, with a minimum of two hours. After the first two hours, time will be calculated in 30-minute intervals.
2. This agreement may be terminated by either party hereto upon one day written notice and, upon such termination The City's obligation shall be reduced, pro rata.
3. The CEC will invoice the City at the end of each event.
4. The parties agree to mutually indemnify and hold each other harmless from any and all claims, damages and litigation, which may arise from and as a result of the intentional or negligent acts of their respective trustees, directors, elected officials, representatives and/or employees pursuant to this agreement. In no event shall either party be liable for consequential damages as a result of the failure to meet any obligation under this agreement.
5. The City and CEC shall each maintain a minimum of One Million Dollars in Commercial Automobile Liability, NYS Statutory Workers Compensation and Employer Liability Insurance and One Million per Claim and Three Million Dollars in Healthcare Liability Coverage for the duration of this agreement for their own activities and services rendered.

IN WITNESS WHEREOF, the City and CEC have signed this agreement on the date first above written.

CITY OF SARATOGA SPRINGS NY,

COMMUNITY EMERGENCY CORPS, INC.

By: _____

Ron Kim, Mayor

Print Name: _____

By: _____

President and CEO

Print Name: RAY OTTEN, Executive Director

Per Council Approval Date: _____