



CITY OF SARATOGA SPRINGS

City Council Meeting



January 16, 2024

Music Hall. 3rd Floor

07:00 PM P.H. Amend Various
Chapters of the City Code to Remove
Fees

 [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 1/1/2024 City Council Meeting
 2. Approval of 1/2/2024 City Council Meeting Minutes
 3. Approval of 1/2/2024 Pre-Agenda Meeting Minutes
 4. Approval of 12/15/2023 Pre-Agenda Meeting Minutes
 5. Approval of 12/19/2023 City Council Meeting Minutes
 6. Approval of 12/28/2023 City Council Meeting Minutes
 7. Approval of 12/5/2023 City Council Meeting Minutes
 8. Approve Mid-Warrant 2023, 23MWDEC5 \$2,500.00
 9. Approve Mid-Warrant 2023, 23MWDEC6 \$103,563.22
 10. Approve Mid-Warrant 2024, 24MWJAN1 \$29,605.82
 11. Approve Mid-Warrant 2024, 24MWJAN2 \$500.00
 12. Approve Warrant 2023 - 23DEC4 \$446,542.75
 13. Approve Warrant 2024 - 24JAN2 \$152,372.29
 14. Approve Payroll 01/05/2024 \$378,489.22
 15. Approve Payroll 01/12/2024 \$481,675.86
 16. Approve Budget Transfers - Regular
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MAYOR'S DEPARTMENT

1. Announcement: State of the City Address-January 30, 2024
 2. Discussion and Vote: Amend Public Speaking Rules
 3. Discussion: Location of City Council Meetings
 4. Appointment: Planning Board
 5. Announcement: Planning Board
 6. Appointment: Zoning Board of Appeal
 7. Discussion and Vote: Authorization for Mayor to Sign Art Co-Sponsor Agreement
 8. Discussion and Vote: Recreation Department Agreement Templates
 9. Set Public Hearing: Zoning Map Amendment
 10. Announcement: CDBG Application Period is Open Until January 31
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ACCOUNTS DEPARTMENT

1. Announcement: Downtown Advisory Committee Update
 2. Announcement: January is Mental Wellness Month
 3. Announcement: Special Events
 4. Announcement: Business Milestones
 5. Announcement: Update on Risk and Safety
 6. Discussion and Vote: Authorization for the Mayor to Sign Contract with FitzGerald, Morris, Baker, and Firth for Article 7 Cases
 7. Discussion and Vote: Amend Various Chapters of the City Code to Remove Fees
 8. Award of Bid: Transit Mix Concrete to Palette Stone
 9. Discussion and Vote: Authorization for Mayor to Sign Contract for Electric Rates
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FINANCE DEPARTMENT

1. Announcement: Update on City Finances
 2. Announcement: Now Accepting Participatory Budgeting Committee Applications
 3. Discussion and Vote: Updates to Finance Policy and Procedure Manual (FPPM)
 4. Discussion and Vote: Use of Reserve Resolution - Payment of Bonded Indebtedness
 5. Discussion and Vote: Authorization for Mayor to Sign Addendum #1 with SHI for Barracuda Email Archiver
 6. Discussion and Vote: Use of Reserve Resolution - Retirement Reserve
-

PUBLIC WORKS DEPARTMENT

1. Set Public Hearing: Garbage, Rubbish and Refuse
2. Announcement: SiFi Update
3. Discussion and Vote: Authorization for Mayor to Sign Contract with Joe Johnson Equipment for Elgin & Vactor Equipment Parts and Service
4. Discussion and Vote: Authorization for Mayor to Sign Contract with Casella Waste Systems for Municipal Solid Waste
5. Discussion and Vote: Authorization for Mayor to Sign Contract with Palette Stone Corp for Transit Mix Concrete
6. Discussion and Vote: Authorization for Mayor to Sign Contract with Morton Salt, Inc for Rock Salt

7. Discussion and Vote: Authorization for Mayor to Sign Sidewalk Agreement for 42 Phila st.
 8. Discussion and Vote: Authorization for Council Approval to Allow the Encumbrance of 2023 Capital Funds
-

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization to pay an invoice to DLC Electric,LLC
 2. Discussion and Vote: Authorization to pay an invoice to Joe's Cycle Repair
 3. Discussion and Vote: Authorization to reimburse employee #2539
 4. Discussion and Vote: Authorization for the Mayor to sign a contract with Firematic Supply Company
 5. Discussion and Vote: Authorization to pay annual invoice to Axon
 6. Discussion and Vote: Approval to use 2023 funds for previously approved contract with Ward Apparatus
-

SUPERVISORS

1. Supervisors
Michele Madigan
 1. 2024 County Committee Assignments
 2. Statement Regarding On-Call Pay for Deputies
Matthew Veitch
 1. Committee Assignments for 2024
-

ADJOURN



January 1, 2024

CITY OF SARATOGA SPRINGS

City Council Meeting

City Hall – 3rd Floor

Music Hall

1:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

MAYOR'S DEPARTMENT

1. Appointments
2. Remarks

ACCOUNTS DEPARTMENT

1. Appointments
2. Remarks

FINANCE DEPARTMENT

1. Appointments
2. Remarks

PUBLIC WORKS DEPARTMENT

1. Appointments
2. Remarks

PUBLIC SAFETY DEPARTMENT

1. Appointments
2. Remarks

SUPERVISORS

Matthew Veitch

1. Remarks

Michele Madigan

1. Remarks

ADJOURN



January 1, 2024

CITY OF SARATOGA SPRINGS
City Council Meeting
City Hall – 3rd Floor
Music Hall
1:00 PM

PRESENT:

John Safford, Mayor
Minita Sanghvi, Commissioner of Finance
Dillon Moran, Commissioner of Accounts
Jason Golub, Commissioner of the Department of Public Works
Tim Coll, Commissioner of the Department of Public Safety

STAFF PRESENT:

JoAnne Kiernan, Deputy Mayor
Heather Crocker, Deputy Commissioner, Finance
Stacy Connors, Deputy Commissioner, Accounts
Joe O'Neill, Deputy Commissioner, Department of Public Works
Daniel Charleson, Deputy Commissioner, Department of Public Safety

Matthew Veitch, Supervisor
Michele Madigan, Supervisor

RECORDING OF PROCEEDING

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

CALL TO ORDER

Mayor Safford called the meeting to order at 1:28 p.m.

MAYOR'S DEPARTMENT

Mayor Safford appointed JoAnne Kiernan as deputy mayor for the City of Saratoga Springs. JoAnne is a CPA in the public and private sector; served nine years on the school board; served as treasurer of the Woodlands/Water's Edge Homeowners Association, and on the board of Kelly's Angels.

Mayor Safford appointed Susanna Combs as the executive assistant to the mayor. Susanna also served as executive assistant to former Mayor Meg Kelly.

Mayor Safford appointed Dave Harper as city attorney. Dave has resided in the City of Saratoga Springs since 1982. He received his law degree from Albany Law; is an Army veteran, worked in the County District Attorney's Office for 23 years; and is the attorney for the City Center Authority.

Mayor Safford appointed Tony Izzo as assistant city attorney. Tony is a born and raised Saratogian. Tony graduated from Union College and is acting City historian.

Mayor Safford acknowledged and thanked the following (former and current officials included) for attending the 2024 Inauguration Ceremony: Senator Jim Tedesco, former Mayor A.C. Riley, former Commissioner Chris Mathiesen, former Mayor Meg Kelly, former Commissioner Jim Montagnino, former Commissioner Robin Dalton, David Yuken, and Mike Brandi, and Councilwoman Barbara Kerr.

Mayor Safford thanked all who attended today. He stated every citizen is important and he is here to help citizens 'sing their song'. He challenged everyone to question what will Saratoga Springs look like in 10 years. He would like to add 'harmony' to "Health, History, and Horses". The words liberty and justice for all should be done every day. He challenged the City Council and the City to work together in harmony.

FINANCE DEPARTMENT

Commissioner Sanghvi re-appointed Heather Crocker as deputy commissioner. Heather has a background in policy research.

Commissioner Sanghvi re-appointed Samantha Clemmey as executive assistant of finance. Samantha is a graduate of Skidmore College, worked as a legislative intern and a campaign organizer.

Commissioner Sanghvi stated this is a great honor and responsibility. It is the people's support, encouragement, and disagreements that keep them going. She has achieved many accomplishments over the past two years in the community such as funding the third fire station, Code Blue, re-instated an assistant police chief, and introduced participatory budgeting. All of this was accomplished while replenishing reserves. The IT Department works diligently to secure us from cyber-attacks. The City is growing and needs have to be taken care of in a fiscally responsible way.

Commissioner Sanghvi stated she is looking forward to working with her new and old colleagues.

PUBLIC WORKS DEPARTMENT

Commissioner Golub wished everyone a happy new year.

Commissioner Golub re-appointed Brooke VanBuskirk as his executive assistant.

Commissioner Golub re-appointed Joe O'Neill as deputy commissioner. Joe has a strong commitment to the City and has makes a positive impact to the City.

Commissioner Golub stated New Year's resolutions at the core are about hope and the hope to do better. He hopes this administration carries hope forward and creates impactful changes in the future. Government is to shine light on the future. The Department of Public Works' team is a group of the hardest working men and women. They think about how to do more and how to lead. They employ the unhoused and developing new revenue resources. He hopes the new administration is brave enough to lead, the courage to make impactful change, and has the vision of where they can go as a community.

PUBLIC SAFETY DEPARTMENT

Commissioner Coll stated he is honored and humbled to be the next commissioner of public safety. He thanked the former officials that attended today and for their support.

Commissioner Coll stated she just took an oath of office to uphold the Constitution and the laws of this City – that is what he intends to do.

Commissioner Coll appointed Daniel Charleson as deputy commissioner. Dan has a 29-year record in public safety, retired as captain and acting major with the New York State Police, and holds a master's degree in public administration. His most recent detail was providing protection for Governor Hochul and the first family.

ACCOUNTS DEPARTMENT

Commissioner Moran acknowledged Otis Maxwell, Pat Tuz, and Sarah Burger who were in the audience.

Commissioner Moran re-appointed Stacy Connors as deputy commissioner. Stacy has a background in motivation and leadership.

Commissioner Moran congratulated all at the table. He asked the community to think about why the members of the Council do what they do as they aren't paid enough to do this, they get criticized, it affects their families, and it affects their health. They are here for the community and answered the call. To criticize without contribution doesn't do any good.

Commissioner Moran thanked the citizens for their faith in him.

SUPERVISORS

Matthew Veitch

Supervisor Veitch acknowledged his family members who are in attendance. He stated he is honored to have served as supervisor of the City of Saratoga Springs for 16 years. He looks forward to continue to work with Commissioners Sanghvi, Moran, and Golub; and congratulated Mayor Safford, Commissioner Coll, and Michele Madigan.

Supervisor Veitch stated the County just started a new \$30 million dollar airport terminal project. The Sewer Commission is starting a sewer study for the possibility of running a sewer line down Route 9. Last year \$300,000 was allotted for City projects and was put to good use. The County is ready to assist the City in hosting the Belmont Stakes. Projects that need to be worked on include the unhoused, getting the homeless shelter certified with the state, and a dedicated facility.

Supervisor Veitch stated it has been challenging over the years to get an earlier closing time for the downtown bars. There hasn't been support for it in the past; however, it is time to try again. He is in the running for vice-chair of the Board of Supervisors. He hopes there is less conflict and more collaboration, which leads to positive outcome, and to remember they are here to serve others.

Supervisor Veitch stated his goal is to work with the City Council and do his best for the City of Saratoga Springs.

Michele Madigan

Supervisor Madigan thanked everyone for attending and wished everyone a happy new year. She congratulated Mayor Safford, Commissioner Coll and the re-elected officials. She is grateful to the voters for bringing her back after having served 10 years as commissioner of finance.

Supervisor Madigan stated she wants to build a strong working relationship between the County and the City of Saratoga Springs and create a stronger sense of unity. She will work to tackle homelessness and demonstrate compassion to create a community to be sure no one is left behind. She is hopeful the County will be able to do something regarding earlier bar closing times to keep the downtown safe, residents and visitors safe, and keep the first responders safe.

Supervisor Madigan stated she looks forward to working on the public's behalf.

ADJOURNMENT

Commissioner Sanghvi moved and Commissioner Moran seconded to adjourn the meeting at 2:11 p.m.

Ayes – all (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays - 0

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:



January 2, 2024

CITY OF SARATOGA SPRINGS
City Council Meeting
474 Broadway
Saratoga Springs, New York

7:00 PM

P.H. – Amend Various Chapters of the City Code to Remove Fees

P.H. – Amend Chapter 136 of City Code Articles IV, IVA, V, VI, and VII (Accounts Item No. 3)

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION

CONSENT AGENDA

1. Approve Mid-Warrant 2023, 23MWDEC3 \$30,801.58
2. Approve Mid-Warrant 2023, 23MWDEC4 \$3,500.00
3. Approve Warrant 2023 – 23DEC3 \$402,012.66
4. Approve Warrant 2024 – 24JAN1 \$156,583.30
5. Approve Payroll – 12/22/23 \$502,929.53
6. Approve Payroll - 12/29/23 \$744,835.09

MAYOR'S DEPARTMENT

1. Discussion and Vote: Updated Scholarship Application Approval
2. Announcement: City Council Public Comment Rules
3. Announcement: Belmont Stakes Committee
4. Discussion and Vote: Authorization for Mayor to Pay Judgment in Article 78 Case Using 2023 Funds

ACCOUNTS DEPARTMENT

1. Award of Bid: Legal Services for Multidistrict Litigation Number 2873 Settlement to the Law Office of Robert King, PLLC and Stag Liuzza, PLLC
2. Award of Bid: Post Closure Monitoring to CT Male
3. Award of Bid: Commercial Appraisal Services and Residential Property Data Verification with Online Assessment Database
4. Discussion and Vote: Authorization for Mayor to Sign Contract with GAR Associates, LLC

5. Discussion and Vote: Amend Chapter 136 of the City Code Article IV, IVA, V, VI, and VII
6. Discussion and Vote: Authorization for Mayor to sign Work Agreement with Sanders Fire
7. Announcement: Special Events
8. Announcement: Business Milestones

FINANCE DEPARTMENT

1. Announcement: Update on City Finances
2. Discussion and Vote: 2023 Participatory Budgeting Projects for Funding
3. Discussion and Vote: Resolution to Amend 2024 Adopted Budget
4. Discussion and Vote: 2024 Revised Tax Rates
5. Discussion and Vote: Budget Transfer – Tax Cap
6. Discussion and Vote: Budget Transfers – Contingency

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Core and Main for Sensus Meter Products
2. Discussion and Vote: Authorization for Mayor to Sign Contract with CT Male for Post-Closure Monitoring Services
3. Discussion and Vote: Authorization for Mayor to Sign Contract with Adirondack Cabling for Security Services
4. Discussion and Vote: Authorization for Mayor to Sign Change Order #5 with Schnable Engineering
5. Discussion and Vote: Authorization for Mayor to Sign Contract with Law Office of Robert King for Legal Services

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to sign a Contract with Ward Apparatus

SUPERVISORS

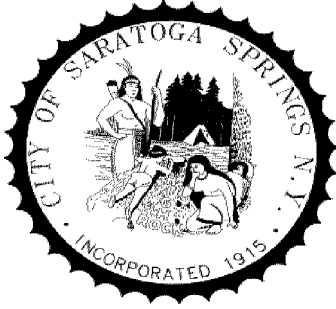
Matt Veitch

1. Board of Supervisors Organizational Meeting January 3, 2024 at 4 p.m.

Michele Madigan

1. Remarks

ADJOURN



January 2, 2024

CITY OF SARATOGA SPRINGS
City Council Meeting
474 Broadway
Saratoga Springs, New York

7:00 PM

PRESENT: John Safford, Mayor
Minita Sanghvi, Commissioner of Finance
Dillon Moran, Commissioner of Accounts
Jason Golub, Commissioner of Department of Public Works
Tim Coll, Commissioner of Department of Public Safety

STAFF PRESENT: JoAnne Kiernan, Deputy Mayor
Heather Crocker, Deputy Commissioner, Finance
Stacy Connors, Deputy Commissioner, Accounts
Joe O'Neill, Deputy Commissioner, Department of Public Works
Dan Charleson, Deputy Commissioner, Department of Public Safety

Matthew Veitch, Supervisor
Michele Madigan, Supervisor

RECORDING OF PROCEEDING

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

PUBLIC HEARING

Amend Carious Chapters of the City Code to Remove Fees.

Mayor Safford opened the public comment period at 7:01 p.m.

No one spoke.

Mayor Safford concluded the public hearing at 7:02 p.m. and kept it open.

Amend Chapter 136 of the City Code Articles IV, IVA, V, VI, and VII.

Mayor Safford opened the public comment period at 7:02 p.m.

No one spoke.

Mayor Safford closed the public hearing at 7:04 p.m.

CALL TO ORDER

Mayor Safford called the meeting to order at 7:05 p.m.

PUBLIC COMMENT

Mayor Safford advised he is responsible for the safety of everyone in the room and to be fair to all who wishes to speak. The rules are attached to the agenda and posted on the website. Any member of the Council can be contacted if someone wishes to discuss the rules. In order to be fair he must be firm. He will implement a three-minute time to each person to speak and allow a total of 30 minutes for public comment section of the meeting. This is not a 'power' thing but it is democracy. This is the only time the public can speak to the entire Council at the same time. No one expects them all to agree but they all love the City and want to get the business done.

Mayor Safford opened the public comment period at 7:10 p.m.

Rose Tait of Saratoga Springs welcomed the mayor and the new commissioner. She stated she has been coming here over a year regarding an issue on Lincoln Avenue.

Chris Mathiesen of Saratoga Springs stated he e-mailed the City Council regarding the downtown parking plan. He has concerns about the success of downtown. The removal of parking meters was to allow downtown to compete with malls, where there is free parking. The plan being proposed would charge people to park in garages, surface lots, and streets adjacent to downtown that would park at no charge. The Bow-Tie Cinema is going to open and operate the movie theatre at the mall – people can pay for parking to see a movie downtown or go to the mall and park for free to see a movie.

Oscar Schriber of Saratoga Springs stated he advised the finance commissioner in early October that the disbursement of grant funds for opioid treatment cannot go toward the homeless shelter. Funds from grants have to be used for what it was given and earmarked for. He sent a FOIL request on October 23, 2023, has not heard a word, and has not received any information.

Tracy Sangare stated she is here regarding the new rules for public comment. Traditionally it has been seen that the rules have only been enforced against people of color. Clapping allows her to show her support for something said. She is concerned how the rules will be enforced. Giving an address could put people in danger; she has no problem providing a town of residence. The rules also allow the mayor the discretion to break the rules for who the mayor deems acceptable.

Kristen Dart welcomed the new mayor and commissioner. The agenda is currently only available through a laptop and not available via phone. She stated providing an address could be dangerous as victims of domestic violence and stalking could be at risk by giving the address.

MaryBeth Delarm of Saratoga Springs agrees with not giving a full address. She suggested indicating if the person is a City resident or not a City resident. She asked the Council to consider returning the meetings to the room downstairs unless there is a huge crowd. MaryBeth asked for cameras to be able to capture the faces of the audience and to have civility returned amongst the City Council. She asked the Council to abide by the same rules given to the audience and not bully one another.

Nick Fazzioli of Saratoga Springs stated he is with the Van Dam/Church Street Neighborhood Association. He thanked the Council for the first step regarding the truck traffic. He looks forward to working with this Council and getting a broader plan in motion. They are here to work with the City on this issue.

Sam Brewer of Saratoga Springs stated he is concerned about the new parking plan in the City. Paid parking doesn't benefit people and is bad for business. He suggested tabling the paid parking until the public has adequate time to tell the Council how they feel.

Mayor Safford closed the public comment period at 7:32 p.m.

CONSENT AGENDA

Mayor Safford moved and Commissioner Moran seconded to approve the consent agenda as included:

1. Approve Mid-Warrant 2023, 23MWDEC3 \$30,801.58
2. Approve Mid-Warrant 2023, 23MWDEC4 \$3,500.00
3. Approve Warrant 2023 – 23DEC3 \$402,012.66
4. Approve Warrant 2024 – 24JAN1 \$156,583.30
5. Approve Payroll – 12/22/23 \$502,929.53
6. Approve Payroll 12/29/23 \$744,835.09

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays - 0

MAYOR'S DEPARTMENT

Discussion and Vote: Updated Scholarship Application Approval (24-001)

Mayor Safford moved and Commissioner Sanghvi seconded to approve the updated scholarship application as included with the agenda.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays – 0

Announcement: City Council Public Comment Rules

Mayor Safford stated he spoke earlier about the rules and thanked the audience for their feedback tonight. The rules have been vetted through a number of places. He looks forward to hearing options.

Announcement: Belmont Stakes Committee

Mayor Safford announced the Belmont Stakes Committee will be a regional event working with the City.

Discussion and Vote: Authorization for Mayor to Pay Judgment in Article 78 Case Using 2023 Funds (24-002)

Mayor Safford moved and Commissioner Golub seconded to authorize the mayor to pay a judgment in Article 78 case using 2023 funds.

Commissioner Moran asked whom the check will be going to.

Mayor Safford stated he believed the check is going to Mike Brandi.

Commissioner Moran confirmed Mike Brandi is the GOP chair.

Mayor Safford stated that is correct.

Commissioner Moran stated that is not civil.

Ayes – 4 (Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays – 1 (Commissioner Moran)

ACCOUNTS DEPARTMENT

Award of Bid: Legal Services for Multidistrict Litigation Number 2873 Settlement to the Law Office of Robert King, PLLC and Stag Liuzza, PLLC (24-003)

Commissioner Moran moved and Commissioner Sanghvi seconded move to award the bid for Legal Services for Multidistrict Litigation Number 2873 Settlement to Law Office of Robert King, PLLC and Stag Liuzza, PLLC according to unit bid pricing.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays - 0

Award of Bid: Post Closure Monitoring to CT Male (24-004)

Commissioner Moran moved and Commissioner Sanghvi seconded extend the award the bid for Post Closure Monitoring to CT Male under the same terms, conditions, and pricing as in bid 2021-29.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays - 0

Award of Bid: Commercial Appraisal Services and Residential Property Data Verification with Online Assessment Database (24-005)

Commissioner Moran moved and Commissioner Sanghvi seconded to award the bid for Commercial Appraisal Services and Residential Property Data Verification with Online Assessment Database to GAR Associates in the amount not to exceed \$115,000.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays - 0

Discussion and Vote: Authorization for Mayor to Sign Contract with GAR Associates, LLC (24-006)

Commissioner Moran moved and Commissioner Sanghvi seconded to authorize the mayor to sign a contract with GAR Associates, LLC for Residential Property Data Verification with Online Assessment Database as included with the agenda.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays - 0

Discussion and Vote: Amend Chapter 136 of the City Code Article IV, IVA, V, VI, and VII (24-007)

Commissioner Moran moved and Commissioner Sanghvi seconded to amend Chapter 136 of the City Code articles IV, IVA, V, VI, and VII as included with the agenda and remove all fees listed within.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays - 0

Discussion and Vote: Authorization for Mayor to sign Work Agreement with Sanders Fire (24-008)

Commissioner Moran advised that this agreement is for the fire suppression system in the vault in the Accounts Department.

Commissioner Moran moved and Commissioner Golub seconded to authorize the mayor to sign the fire suppression contract with Sanders Fire as included with the agenda.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays - 0

Announcement: Special Events

Commissioner Moran announced the following special events:

- Saturday & Sunday, January 13th & 14th – Saratoga Youth Hockey Tournaments
- Friday, Saturday & Sunday, January 26th – 28th – Saratoga Youth Hockey Tournaments
- Friday, Saturday & Sunday, February 9th – 11th – Saratoga Youth Hockey Tournaments
- Saturday, February 10th – 11 a.m. – 4 p.m. is the 25th year of Chowderfest!

Announcement: Business Milestones

Commissioner Moran stated he has no business milestones to report.

FINANCE DEPARTMENT

Announcement: Update on City Finances

Commissioner Sanghvi advised 2023 mortgage tax collected is \$1.7 million dollars; a 19.85% decrease from 2022. The sales tax is up 7.53% from 2022 and have collected approximately \$15 million dollars year to date (October numbers).

Discussion and Vote: 2023 Participatory Budgeting Projects for Funding (24-009)

Commissioner Sanghvi stated the public can suggest items of what they would like to see the City take on as a project. The Committee reviews the suggestions and makes recommendation to the City Council for approval.

Commissioner Sanghvi moved and Commissioner Golub seconded to approve the following participatory budgeting projects: Saratoga Farmer's Market for \$12,000; Lake Avenue Centennial Celebration for \$10,000; the solar charging bench at the public library for \$12,500; the bocce ball court at Veterans Memorial Park for \$13,000; and Opera Saratoga Family Programming for \$15,000.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays - 0

Discussion and Vote: Resolution to Amend 2024 Adopted Budget (24-010)

Commissioner Sanghvi stated part of PILOT (payment in lieu of taxes) payments are given to the County and school district. The full amount of the PILOT was calculated and did not calculate the amount to be given to the County and school district. This resolution resolved that situation as is as follows:

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

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

WHEREAS, On November 28, 2023 this Council adopted the 2024 Adopted Budget; and
WHEREAS, since then, it has come to the attention of the Department of Finance that the amount stated in the adopted 2024 Adopted Budget for line # A012-41001, \$17,640,999, was based on erroneous calculations. Upon investigation, it was found that the calculations were caused entirely by human error. A summary of the erroneous calculation and the correct calculation are included with this resolution and made a part hereof; and
WHEREAS, the City Attorney has advised that, while the City Charter is silent as to how to correct such human errors, Section 4.4.8 of the City Charter provides that the Commissioner of Finance shall report shortfalls in the budget, and that the Council "shall take such further action it deems necessary to prevent or minimize any deficit, and for that purpose may by resolution reduce one or more appropriation (sic) as allowed by law"; and
WHEREAS, the erroneous amount currently exceeds the amount allowed under the New York State Property Tax Cap requirements, and as such is inconsistent with state law; and
WHEREAS, the City Attorney has advised that the provisions in Charter Section 4.4.8 may be invoked to correct an adopted budget that is in error and does not comply with a state law,
NOW, THEREFORE, BE IT RESOLVED as follows:

1. This Council, upon review of the calculations provided by the Department of Finance, hereby amends the 2024 Adopted Budget to correct the error in line # A012-41001, the General Fund Property Tax Levy, and to replace the erroneous amount of \$17,640,999 with the correct amount of \$17,553,429.
2. This Council also amends the 2024 Tax Rates as outlined in Exhibit A to reflect the revised amount, \$17,553,429, in line # A012-41001, the General Fund Property Tax Levy.
3. All other calculations, data and information contained in the 2024 Adopted Budget shall remain in effect as previously adopted on November 28, 2023.

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the resolution to amend the 2024 adopted budget.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)
Nays - 0

Discussion and Vote: 2024 Revised Tax Rates (24-011)

Commissioner Sanghvi advised the 2024 tax rate will decrease approximately \$0.02 per \$1,000 of assessed value. The inside district will go from \$5.2685 to \$5.2424 per \$1,000 of assessed value and the outside district will go from \$5.202 to \$5.1762 per \$1,000 of assessed value. Rates for the capital budget and the downtown special assessment district remain the same.

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the revised tax rates as attached to the agenda.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)
Nays – 0

Discussion and Vote: Budget Transfer – Tax Cap (24-012)

Commissioner Sanghvi moved and Commissioner Moran seconded to approve budget transfers – tax cap.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)
Nays – 0

Discussion and Vote: Budget Transfers – Contingency (24-013)

Commissioner Sanghvi advised the starting balance of contingency is \$400,000 and \$312,840 will remain after the transfer.

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the budget transfer – contingency.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays – 0

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Contract with Core and Main for Sensus Meter Products (24-014)

Commissioner Golub moved and Commissioner Moran seconded to authorize the mayor to sign a contract with Core and Main for Sensus meter products valid until 12/31/24 not to exceed unit bid prices.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract with CT Male for Post-Closure Monitoring Services (24-015)

Commissioner Golub moved and Commissioner Sanghvi seconded to authorize the mayor to sign a contract with CT Male for post-closure monitoring services valid until 12/31/24 not to exceed unit bid prices.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract with Adirondack Cabling for Security Services (24-016)

Commissioner Golub moved and Commissioner Moran seconded to authorize the mayor to sign a contract with Adirondack Cabling for security services valid until August 25, 2024 not to exceed unit bid prices.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Change Order #5 with Schnable Engineering (24-017)

Commissioner Golub moved and Commissioner Moran seconded to authorize the mayor to sign change order #5 with Schnable Engineering to extend the completion date to 12/31/24.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract with Law Office of Robert King for Legal Services (24-018)

Commissioner Golub moved and Commissioner Sanghvi seconded to authorize the mayor to sign a contract with the Law Office of Robert King for legal services valid until 12/31/24.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays – 0

Commissioner Golub responded to one of the public speakers to advise no decisions have been made regarding parking. There will be public hearings.

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Authorization for the Mayor to Sign a Contract with Ward Apparatus (24-019)

Commissioner Coll advised the purchase of the vehicle will come from the 2023 budget line.

Commissioner Coll moved and Commissioner Moran seconded to authorize the mayor to sign a contract with Ward Apparatus.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays – 0

SUPERVISORS

Matt Veitch

Board of Supervisors Organizational Meeting January 3, 2024 at 4 p.m.

Supervisor Veitch reported the organizational meeting will be held tomorrow at 4 p.m. The Board will elect the chair and the vice-chair as well as each supervisor will receive their committee assignments. He will report to the City Council his assignments at the next City Council meeting.

Michele Madigan

Remarks

Supervisor Madigan congratulated the re-elected officials and the two new officials. She is happy to see the City Council meetings return to the 7 p.m. start time and rules of conduct are in place. She will report to the City Council of her committee assignments at the next City Council meeting.

ADJOURNMENT

Commissioner Sanghvi moved and Commissioner Golub seconded to adjourn the meeting at 8:14 p.m.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)
Nays – 0

Respectfully submitted,

Lisa Ribis
Secretary to the City Council

Approved:
Vote:

DRAFT

Public Meeting Expectations and Rules Saratoga Springs City Council

Whereas, the people of Saratoga Springs are entitled to attend public meetings of their City Council and to oversee the conducting of public business in a civil and safe environment, the following rules and procedures will be followed at meetings of the Saratoga Springs City Council.

Whereas, public meetings are considered limited public forums under the First Amendment to the United States Constitution, meaning that the government may regulate the time, place, and manner of speech at public meetings through the adoption of rules of procedure and conduct.

1. The Mayor, as presiding officer shall have, to the fullest extent allowed by New York State Law, the sole authority to regulate public comment and participation at any meeting, as they in their sole discretion see fit, including but not limited to, the authority to declare any person to be out of order for failure to follow their directives in this regard and/or the rules detailed herein.
2. Rules of Decorum and Order:
 - a. Members of the public shall not engage in behaviors which disrupt the conduct of the meeting. Prohibited conduct includes disorderly, disruptive, disturbing, delaying, or boisterous conduct which may include, but is not limited to, handclapping, stomping of feet, whistling, making noise, use of profane language or obscene gestures, yelling or similar demonstrations, which conduct interrupts, delays, or disturbs the peace and good order of the proceedings of the council.
 - b. Signs, placards, and distribution of literature are prohibited within the meeting room during a meeting.
3. Sergeant-at-Arms: The Saratoga Springs Police Department (SSPD), or any member of the SSPD, is designated as the Sergeant of Arms for the purpose of maintaining order at the Saratoga Springs City Council meetings.
4. Enforcement of Rules of Decorum:
 - a. Upon a violation of the rules of decorum, the presiding officer shall verbally request the person or persons violating a rule or rules to cease the conduct giving rise to the violation.
 - b. If the violation continues, the presiding officer shall verbally warn the person(s) that they may be required to leave the meeting room if the violation continues.
 - c. If the person(s) does not cease the violation the presiding officer shall declare the person to be out of order at which time the Sergeant-at-Arms may take steps to

remove the person(s) from the meeting room. If applicable, such person may be subject to civil and/or criminal penalties that may apply to their conduct.

5. Public Input

- a. Each Regular Meeting of the City Council will have thirty (30) minutes set aside for public input, to allow members of the public to address the City Council on matters relating to City of Saratoga Springs business.
- b. The Mayor shall have the sole discretion to extend the 30-minute time limit to accommodate a larger number of people who may wish to address the Council at a given meeting.
- c. Any person wishing to speak during Public Comment must sign their own name and address on a sign-up sheet for speakers prior to the commencement of the Meeting. At the commencement of the meeting the Clerk of the Board shall gather the sign-up sheet and deliver it to the presiding officer.
- d. The Mayor shall recognize speakers to speak based on the order on which they appear on the sign in sheet.
- e. Members of the public may submit written public comments to the Clerk of the Board at any time by mail or electronic mail. The Clerk of the Board shall circulate any submitted written public comments to the members of the City Council and such comments shall be entered as part of the official record of such meeting.
- f. Speakers will be limited to three (3) minutes unless their time is extended by the Mayor. All remarks shall be directed to the City Council as a body and not at specific individual, staff, or member of the public.
- g. Speakers who violate the rules may be held to have forfeited the remainder of their time. Speakers may not transfer their time to other speakers, or reserve unused time.
- h. The Mayor shall have the right to establish other rules and reasonable time limits governing the appearance of persons before the City Council and to make such orders as may be necessary in order to ensure that the business of the City Council can proceed.



January 2, 2024

CITY OF SARATOGA SPRINGS
City Council Pre-Agenda Meeting
474 Broadway
9:00 AM

PRESENT: John Safford, Mayor
Minita Sanghvi, Commissioner of Finance
Dillon Moran, Commissioner of Accounts (arrived at 9:09 a.m.)
Jason Golub, Commissioner of Public Works
Tim Coll, Commissioner of Public Safety

STAFF PRESENT: JoAnne Kiernan, Deputy Mayor
Heather Crocker, Deputy Commissioner, Finance
Stacy Connors, Deputy Commissioner, Accounts
Joe O'Neill, Deputy Commissioner, Department of Public Works
Daniel Charleson, Deputy Commissioner, Department of Public Safety

EXCUSED: Matthew Veitch, Supervisor
Michele Madigan, Supervisor

CALL TO ORDER

Mayor Safford called the meeting to order at 9:04 a.m.

Mayor Safford reminded everyone how important the last words of the pledge are – 'liberty and justice for all'.

PUBLIC HEARINGS

1. Amend Various Chapters of the City Code to Remove Fees – Deputy Commissioner Connors advised there are fees in chapters of the City Code that will be removed and included in the fee schedule through the Finance Department.
2. Amend Chapter 136 of the City Code Articles IV, IVA, V, VI, and VII – Deputy Commissioner Connors advised this chapter relates to eating and drinking establishments. The amendment to make outdoor dining seasonal.

CONSENT AGENDA

1. Approve Mid-Warrant 2023, 23MWDEC3 \$30,801.58
2. Approve Mid-Warrant 2023, 23MWDEC4 \$3,500.00
3. Approve Warrant 2023 – 23DEC3 \$402,012.66
4. Approve Warrant 2024 – 24JAN1 \$156,583.30
5. Approve Payroll 12/22/2023 \$502,929.53
6. Approve Payroll 12/29/2023 \$744,835.09

No comments.

MAYOR'S DEPARTMENT

Discussion and Vote: Updated Scholarship Application Approval

Mayor Safford advised the Recreation Department is requesting an update to the scholarship application. These scholarships allow children to participate in various programs.

Mayor Safford suggested talking through issues at the pre-agenda meetings so there is no problem tonight.

Mayor Safford advised he will be adding two items, which are both announcements. Announcement: New Public Comment Rules. The draft rules have been passed by the public meetings people at the state level. It requires decorum at the table and the audience.

Commissioner Sanghvi confirmed the rules state people cannot clap. People have clapped to show expression for awards.

Mayor Safford stated there will be control so as not to disrupt the meeting.

Commissioner Coll stated the language was adopted from Saratoga County rules and were run by the Committee on Open Government.

Mayor Safford stated the bottom line is he does not want the meetings disrupted. In the past, the Consent Agenda was moved to the beginning of the meeting out of fear of disruption.

Commissioner Moran stated he likes the way the meetings have been run recently.

Mayor Safford stated he understands the concern has been about people being arrested. No one at the table has the right to have someone arrested unless it is a citizen's arrest. The Police Department will act as sergeant at arms. Mayor Safford stated he will warn a person a number of times if there is disruption, then he will call the person out of order, and if the disruption continues, then it becomes a police matter.

Commissioner Moran stated the rules state removal from the room, which means they are going to be arrested.

Mayor Safford stated the person will be asked by the police officer politely to leave.

Commissioner Coll advised the language in the rules is almost identical to disorderly conduct, which is in the penal law.

Mayor Safford stated the main issue is if a person goes over their time allotted.

Commissioner Moran stated most of the people who go over the time limit is not Black Lives Matter.

Mayor Safford asked Commissioner Moran what this has to do with Black Lives Matter.

Commissioner Golub stated his concern is how this can be done in an objective way.

Mayor Safford stated people yelling at others in the audience is a bigger concern.

Commissioner Coll stated the rules are an attempt to de-escalate the situation.

Commissioner Moran stated the best way to de-escalate is to enact the 50-point plan.

Mayor Safford stated he is adding another announcement: Committee for Belmont Stakes.

Commissioner Sanghvi stated she would like finance to be a part of that committee.

Commissioner Moran stated there will be visibility of the structure of events within the next week and can include as part of special events.

Commissioner Golub stated the stakeholders will have their own agenda of what they would like to see and will make more work for the Department of Public Works.

ACCOUNTS DEPARTMENT

Award of Bid: Post Closure Monitoring to CT Male

No comments.

Award of Bid: Commercial Appraisal Services and Residential Property Data Verification with Online Assessment Database

Commissioner Moran advised GAR is a third party who uses aerial/street level photos to verify data. The project also included identifying improvements that have been done without a building permit and assessing the property accordingly with those improvements.

Discussion and Vote: Amend Chapter 135 of the City Code Article IV, IVA, V, VI, and VII

Commissioner Moran stated this amendment will drive consistence for outdoor dining throughout the City and remove fees from the ordinance.

Announcement: Special Events

No comments.

Discussion and Vote: Authorization for Mayor to Sign Work Agreement with Sanders Fire

No comments.

Announcement: Business Milestones

No comments.

FINANCE DEPARTMENT

Announcement: Update on City Finances

No comments.

Discussion and Vote: 2023 Participatory Budgeting Project for Funding

Commissioner Sanghvi stated this is a 'feel-good' program. Five projects have been ranked by the Committee for Council vote.

Discussion and Vote: Resolution to Amend 2024 Adopted Budget

Commissioner Sanghvi advised this is a procedural issue regarding the tax cap. There were five PILOTS that were incorrectly calculated and the budget will not be balanced until this is fixed.

Discussion and Vote: 2024 Revised Tax Rates

Commissioner Sanghvi stated this item goes with the one before it. The public will be saving money; tax rate decreasing approximately \$.02 per \$1,000 of assessed value.

Discussion and Vote: Budget Transfer – Tax Cap

No comments.

Discussion and Vote: Budget Transfers – Contingency

Commissioner Sanghvi advised this relates to the RISE shelter. The previous Mayor's Office asked for \$300,000 for RISE, which is short money. They need an additional \$87,000.

Discussion and Vote: Budget Amendment – Fund Balance

Commissioner Sanghvi pulled this item from her agenda.

Commissioner Sanghvi added an item to her agenda – Discussion and Vote: Authorization to Pay Invoice in the Amount of \$2,500 of Judgment. This payment is due in a week.

PUBLIC WORKS DEPARTMENT

Commissioner Golub added the following items:

1. Discussion and Vote: Authorization for the Mayor to Sign a Contract with Core and Main for Sensus Meter Products
2. Discussion and Vote: Authorization for the Mayor to Sign a Contract with CT Male for Post Closure Monitoring Services
3. Discussion and Vote: Authorization for the Mayor to Sign a Contract with Adirondack Cabling for Security Services
4. Discussion and Vote: Authorization for the Mayor to Sign a Contract with Chemrite for Orthophosphate
5. Discussion and Vote: Authorization for the Mayor to Sign a Contract with Schnabel Engineering
6. Discussion and Vote: Authorization for Mayor to Sign a Contract with the Law Office of Robert King for Legal Services. Mike Veitch, business manager for Department of Public Works, advised this is a multi-district litigation settlement where 3M and Dupont have reached a settlement for PFOAs. PFOAs are chemicals found in water sources. Testing by the City has proven the City is well below the threshold required by the Department of Health. The City has been testing for these for years and can receive money for mitigation of the PFOAs.

PUBLIC SAFETY DEPARTMENT

Commissioner Coll added one item to his agenda: Discussion and Vote: Authorization for the Mayor to Sign a Contract for Ward Apparatus.

ADJOURN

Commissioner Sanghvi moved and Commissioner Golub seconded adjourned the meeting at 10:09 a.m.

Ayes – (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Coll, and Mayor Safford)

Nays - 0

Respectfully submitted,

Lisa Ribis
Secretary to the City Council

Approved:
Vote:

DRAFT



CITY OF SARATOGA SPRINGS

City Council Meeting



December 19, 2023

Music Hall, 3rd Floor of City Hall

07:00 PM P.H. - Amend Chapter 136 of
City Code Articles IV, IVA, V, VI and VII

PRELIMINARY AGENDA

Print

6:00 PM**CALL TO ORDER****ROLL CALL****SALUTE TO FLAG****PUBLIC COMMENT PERIOD / 15 MINUTES****PRESENTATION(S):**

1. Presentation: Tourism Parking Program (DPW)

EXECUTIVE SESSION:**CONSENT AGENDA**

1. Approval of 10/27/2023 Budget Workshop Minutes
2. Approval of 11/21/2023 City Council Meeting Minutes
3. Approval of 11/28/2023 City Council Meeting Minutes
4. Approval of 12/1/2023 Pre-Agenda Meeting Minutes
5. Approve Mid-Warrant 23MWDEC1 \$5,547,351.08
6. Approve Mid-Warrant 2023, 23MWDEC2 \$5,230,047.00
7. Approve Warrant 2023, 23DEC2 \$1,167,621.38
8. Approve Payroll 12/08/2023 \$478,041.72
9. Approve Payroll 12/15/2023 \$822,424.14

MAYOR'S DEPARTMENT

1. Mayor's Recognition: Discover Saratoga Named Smart Meetings 2023 Platinum Choice Winner

2. Mayor's Recognition: Mark Torpey Retirement, Planning Board Chair
3. Announcement: Appointment of Kennedy Flack as Alternate to Design Review Board
4. Announcement: Appointment of Michael King to the Planning Board
5. Announcement: Appointment of Sarah Burger as Alternate to Planning Board
6. Announcement: Appointment of Angela Rella to the Community Development Citizen Advisory Committee
7. Announcement: Mayor's Task Force on Infrastructure
8. Discussion and Vote: Authorization for Mayor to Sign Intermunicipal Agreement with County of Saratoga for Animal Shelter Services
9. Discussion and Vote: Authorization for Mayor to Sign the Grassland Equipment Contract
10. Discussion and Vote: Saratoga Springs Recreation Department Part-time/Seasonal Personnel & Referee Proposal
11. Discussion and Vote: Authorization for Mayor to Sign Contract with C&S Engineers for Climate Action Plan
12. Discussion and Vote: Authorization for Mayor to Sign Contract Renewal for ESI Employee Assistance Program
13. Discussion and Vote: Authorization to Pay Invoice to Jointa Lime Co in the Amount of \$9,926.50
14. Discussion and Vote: Authorization to Pay Invoice to De Lage Landen Financial in the Amount of \$5,195.77
15. Discussion and Vote: Authorization for Mayor to Sign Letter in Support of Rebuilding Saratoga County Grant Application.
16. Discussion and Vote: Resolution to Pay Additional Legal Fees for Former Mayor Meg Kelly in Connection with the Attorney General's Investigation

ACCOUNTS DEPARTMENT

1. Announcement: Business Milestones
2. Announcement: Special Events
3. Appointment: Carson McKinley as Commissioner of Deeds
4. Set Public Hearing: Amend Chapters of the City Code Relating to the Accounts Department to Remove Fees
5. Discussion and Vote: Authorization to Reimburse Employee #3263 for Continuing Education Classes
6. Discussion and Vote: Authorization to Pay Invoice# 30994 to the Saratoga County Foundation for New Year's Eve Fest
7. Award of Bid: Government Operations Climate Action Plan to C&S Companies
8. Award of Bid: Compliance Audit Services to Beacon Risk Group, LLC
9. Discussion and Vote: Authorization for Mayor to Sign Contract with Beacon Risk Group
10. Discussion and Vote: Restorative Justice Panel Training & Professional Services

FINANCE DEPARTMENT

1. Announcement: Update on City Finances
2. Announcement: Participatory Budgeting - Voting Results & Funding Recommendations
3. Discussion and Vote: 2024 City Fees

4. Authorization for Mayor to Sign Addendum #2 with Granicus for Peak Agenda Software
5. Discussion and Vote: Authorization for Mayor to Sign Contract with SHI Technology Corp. for Barracuda
6. Discussion and Vote: Authorization for Mayor to Sign Addendum #1 with FirstLight Fiber
7. Discussion and Vote: Authorization to Reimburse Employee 3101 in the amount of \$1,493.99

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Palette Stone Corp for Crushed Stone and Sand
2. Discussion and Vote: Authorization for Mayor to Sign Memorandum of Agreement with John Larkin, Inc.
3. Discussion and Vote: Authorization for Mayor to Sign Contract with HL Gage for International Dump Truck Parts and Service
4. Discussion and Vote: Approval to Pay Invoices #93869 and #93894 to Mackey Auto Group for Ford Pick-Up Trucks
5. Discussion and Vote: Authorization for Mayor to Sign Contract with Adirondack Tire Corp for Tubes, Tires and Service
6. Discussion and Vote: Approval to Pay Invoices #120423-01 and #120423-02 to Basil Ford Inc. for Pick-Up Trucks

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to sign a SLA (State Local Agreement) with NYSDOT (TIPS Grant)
2. Discussion and Vote: Authorization for to accept a grant in the amount of \$10,000 for administering Community Engagement Programs
3. Discussion and Vote: Accept \$166 donation for the Mounted Unit in the Police Department
4. Discussion and Vote: Authorization to pay invoice to Bunkoff General Contractors
5. Discussion and Vote: Authorization to pay an invoice to Home Depot in the amount of \$7,844.84 for the Fire Department
6. Discussion and Vote: Authorization for the Mayor to sign an Adoption Agreement with New Vocations Racehorse Adoption Program, Inc for a new horse for the Police Department
7. Discussion and Vote: Authorization for the Mayor to sign a contract with Donnegan Systems for Evidence and Records Storage in the Police Department
8. Discussion and Vote: Authorization for the Mayor to sign a contract with MES (Municipal Emergency Services) for SCBA (air packs) & Bottles for the Fire Department
9. Announcement: Status of Fire Station 3
10. Announcement: Police Department achievements
11. Discussion and Vote: Position grade change for the DPS Office Supervisor
12. Discussion and Vote: Position grade change for the Code Admin Asst / Accounts Payable

SUPERVISORS

1. Matthew Veitch
 1. 2023 County funding for City Projects
 2. Saratoga County Budget Update

3. 2024 County Organizational Meeting
 4. General Remarks
-
2. Tara Gaston
-
1. 2023 Supervisor Discretionary Funding
 2. Final Remarks

ADJOURN

December 15, 2023



CITY OF SARATOGA SPRINGS
City Council Pre-Agenda Meeting
City Council Room
474 Broadway
10:00 A.M.

PRESENT: Ron Kim, Mayor
Dillon Moran, Commissioner of Accounts
Jason Golub, Commissioner of DPW
James Montagnino, Commissioner of DPS

EXCUSED: Minita Sanghvi, Commissioner of Finance

STAFF PRESENT: Angela Rella, Deputy Mayor
Heather Crocker, Deputy Commissioner of Finance

STAFF EXCUSED: Jason Tetu, Deputy Commissioner of DPS
Stacy Connors, Deputy Commissioner of Accounts
Joseph O'Neill, Deputy Commissioner of DPW
Anthony Izzo, City Attorney

CALL TO ORDER

Mayor Kim called the pre-agenda meeting to order at 10:02 a.m. Mayor Kim stated the City Council Meeting on December 19, 2023, would commence at 6:00 PM.

PUBLIC HEARING

1. Amend Chapter 136 of City Code Articles IV, IVA, V, VI and VII

PRESENTATIONS

1. Presentation: Tourism Parking Program (DPW)

EXECUTIVE SESSION

There were no Executive Session scheduled.

CONSENT AGENDA

1. Approval of 10/27/2023 Budget Workshop Minutes
2. Approval of 11/21/2023 City Council Meeting Minutes
3. Approval of 11/28/2023 City Council Meeting Minutes
4. Approval of 12/1/2023 Pre-Agenda Meeting Minutes
5. Approve Mid-Warrant 2023, 23WMDEC1 \$5,547,351.08

6. Approve Mid-Warrant 2023, 23WMDEC2 \$5,230,047.00
7. Approve Warrant 2023, 23DEC2 \$1,167,621.38
8. Approve Payroll 12/08/2023 \$478,041.72
9. Approve Payroll 12/15/2023 \$822,424.14

MAYOR'S DEPARTMENT

1. Mayor's Recognition: Discover Saratoga Named Smart Meetings 2023 Platinum Choice Winner
No additional comment
2. Mayor's Recognition: Mark Torpey Retirement, Planning Board Chair
Mayor Kim stated Mark Torpey is retiring after ten (10) years of serving of the Planning Board.
3. Announcement: Appointment of Kennedy Flack as Alternate to Design Review Board
No additional comment
4. Announcement: Appointment of Michael King to the Planning Board
No additional comment
5. Announcement: Appointment of Sarah Burger to Alternate to Planning Board
No additional comment
6. Announcement: Appointment of Angela Rella to the Community Development Citizen Advisory Committee
No additional comment
7. Announcement: Mayor's Task Force on Infrastructure
No additional comment
8. Discussion and Vote: Authorization for Mayor to Sign Intermunicipal Agreement with County of Saratoga for Animal Shelter Services
No additional comment
9. Discussion and Vote: Authorization for Mayor to Sign the Grassland Equipment Contract
No additional comment
10. Discussion and Vote: Saratoga Springs Recreation Department Part-time/Seasonal Personnel & Referee Proposal
No additional comment
11. Discussion and Vote: Authorization for Mayor to Sign Contract with C&S Engineers for Climate Action Plan
No additional comment

12. Discussion and Vote: Authorization for Mayor to Sign Contract Renewal for ESI Employee Assistance Program

No additional comment

13. Discussion and Vote: Authorization to Pay Invoice for Jointa Lime Co in the Amount of \$9,926.50

No additional comment

14. Discussion and Vote: Authorization to Pay Invoice to De Lage Landen financial in the Amount of \$5,195.77

No additional comment

15. Discussion and Vote: Authorization for Mayor to Sign Letter in Support of Rebuilding Saratoga County Grant Application

No additional comment

16. Discussion and Vote: Resolution to Pay Additional Legal Fees for Former Mayor Meg Kelly in Connection with Attorney General's Investigation

No additional comment

Mayor Kim stated that additional items would be added to the final agenda.

ACCOUNTS DEPARTMENT

Commissioner Moran stated he is in the process of reviewing all outstanding contracts that require Risk and Safety approval, and ensured those approvals would be completed by the end of day.

1. Announcement: Business Milestones

No additional comment

2. Announcement: Special Events

No additional comment

3. Appointment: Carson McKinley as Commissioner of Deeds

No additional comment

4. Set Public Hearing: Amend Chapters of City Code Relating to the Accounts Department to Remove Fees

No additional comment

5. Discussion and Vote: Authorization to Reimburse Employee #3263 for Continuing Education Classes

No additional comment

6. Discussion and Vote: Authorization to Pay Invoice# 30994 to Saratoga County Foundation for New Year's Eve Fest

No additional comment

7. Award of Bid: Government Operations Climate Action Plan to C&S Companies

No additional comment

8. Award of Bid: Compliance Audit Services to Beacon Risk Group LLC

No additional comment

9. Discussion and Vote: Authorization for Mayor to Sign Contract with Beacon Risk Group

No additional comment

10. Discussion and Vote: Restorative Justice Panel Training & Professional Services

No additional comment

Commissioner Moran stated that some additional items will be added to the agenda.

Commissioner Moran announced the Planning Board approval of for Liberty Affordable Housing. Moran gave thanks to the City Council and stated the efforts of the Council would be positively felt by the community for years to come.

FINANCE DEPARTMENT

1. Announcement: Update on City Finances

No additional comment

2. Announcement: Participatory Budgeting – Voting Results & Funding Recommendations

No additional comment

3. Discussion and Vote: 2024 City Fees

No additional comment

4. Authorization for Mayor to Sign Addendum #2 with Granicus for Peak Agenda Software

No additional comment

5. Discussion and Vote: Authorization for Mayor to Sign Contract with SHI Technology Corp. for Barracuda

No additional comment

6. Discussion and Vote: Authorization for Mayor to Sign Addendum #1 with FirstLight Fiber

No additional comment

7. Discussion and Vote: Authorization to Reimburse Employee 3101 in the amount of \$1,493.99

No additional comment

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Palette Stone Corp for Crushed Stone and Sand

No additional comment

2. Discussion and Vote: Authorization for Mayor to Sign Memorandum of Agreement with John Larkin, Inc.

No additional comment

3. Discussion and Vote: Authorization for Mayor to Sign Contract with HL Gage for International Dump Truck Parts and Services

No additional comment

4. Discussion and Vote: Approval to Pay Invoices #93869 and #93894 to Mackey Auto Group for Ford Pick-Up Trucks

No additional comment

5. Discussion and Vote: Authorization for Mayor to Sign Contract with Adirondack Tire Corp for Tubes, Tires and Service

No additional comment

6. Discussion and Vote: Approval to Pay Invoices #120423-01 and #120423-02 to Basil Ford Inc. for Pick-Up Trucks

No additional comment

Commissioner Golub stated he will be adding additional items to the final agenda related to DPW position upgrades.

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to sign a SLA (State Local Agreement) with NYSDOT (TIPS Grant)

No additional comment

2. Discussion and Vote: Authorization to Accept a Grant in the Amount of \$10,000 for Administering Community Engagement Programs

No additional comment

3. Discussion and Vote: Authorization Accept \$166 Donation for the Mounted Unit in the Police Department

No additional comment

4. Discussion and Vote: Authorization to Pay Invoice to Bunkoff General Contractors

No additional comment

5. Discussion and Vote: Authorization to Pay an Invoice to Home Depot in the Amount of \$7,844.84 for the Fire Department

No additional comment

6. Discussion and Vote: Authorization for the Mayor to Sign a Contract with Donnegan Systems for Evidence and Records Storage in the Police Department

No additional comment

7. Discussion and Vote: Authorization for the Mayor to Sign a Contract with MES (Municipal Emergency Services) for SCABA (air packs) & Bottles for the Fire Department

No additional comment

8. Announcement: Status of Fire Station #3

No additional comment

9. Announcement: Police Department Achievements

No additional comment

10. Discussion and Vote: Position Grade Change for the DPS Office Supervisor

No additional comment

11. Discussion and Vote: Position grade change for the Code Admin Asst / Accounts Payable

No additional comment

Commission Montagnino stated that a discussion and vote for authorization for the Mayor to sign a statement of work with Axon Enterprise, Inc. would be added to the agenda.

ADJOURN

Commissioner Moran moved and Commissioner Golub seconded to adjourn the meeting at 10:17

a.m.

Ayes – 4

Nays – 0

Motion passed.

Respectfully submitted,

Mark Graham
Accounts Department Assistant City Clerk

Approved:

Vote:



December 19, 2023

CITY OF SARATOGA SPRINGS
City Council Meeting
474 Broadway
Saratoga Springs, New York

6:00 PM

7:00 P.M. – P.H. – Amend Chapter 136 of City
Code Articles IV, IVA, V, VI, and
VII

6:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION

1. Not Moreau
2. Tourism Parking Program (DPW)

CONSENT AGENDA

1. Approval of 10/27/2023 Budget Workshop Minutes
2. Approval of 11/21/2023 City Council Meeting Minutes
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7. Approve Warrant 2023, 23DEC2 \$1,167,621.38
8. Approve Payroll 12/08/2023 \$478,041.72
9. Approve Payroll 12/15/2023 \$822,424.14
10. Approve Budget Transfers – Debt Service Fund
11. Approve Budget Transfers – Regular
12. Approve Budget Amendments - Regular

MAYOR'S DEPARTMENT

1. Mayor's Recognition: Discover Saratoga Names Smart Meetings 2023 Platinum Choice Winner
2. Mayor's Recognition: Mark Torpey Retirement, Planning Board Chair
3. Announcement: Liberty Affordable Housing
4. Announcement: Thanking Todd Fabozzi for Planning Board Service
5. Announcement: Thanking Cheryl Grey for Zoning Board of Appeals Service
6. Announcement: Appointment of Kennedy Flack as Alternate to Design Review Board
7. Announcement: Appointment of Michael King to the Planning Board
8. Announcement: Appointment of Sarah Burger as Alternate to Planning Board

9. Announcement: Appointment of Angela Rella to the Community Development Citizen Advisory Committee
10. Announcement: Mayor's Task Force on Infrastructure
11. Announcement: Update on Attorney General's Investigation
12. Discussion and Vote: Resolution to Pay Additional Legal Fees for Former Mayor Meg Kelly in Connection with the Attorney General's Investigation
13. Discussion and Vote: Resolution to Pay Additional Legal Fees for Police Officer in Connection with the Attorney General's Investigation
14. Discussion and Vote: Authorization for Mayor to Sign Intermunicipal Agreement with County of Saratoga for Animal Shelter Services
15. Discussion and Vote: Authorization for Mayor to Sign the Grassland Equipment Contract
16. Discussion and Vote: Saratoga Springs Recreation Department Part-time/Seasonal Personnel & Referee Proposal
17. Discussion and Vote: Authorization for Mayor to Sign Contract with C&S Engineers for Climate Action Plan
18. Discussion and Vote: Authorization for Mayor to Sign Contract Renewal for ESI Employee Assistance Program
19. Discussion and Vote: Authorization to Pay Invoice to Jointa Lime Co. in the Amount of \$9,926.50
20. Discussion and Vote: Authorization to Pay Invoice to DeLage Landen Financial in the Amount of \$5,195.77
21. Discussion and Vote: Authorization for Mayor to Sign Letter in Support of Rebuilding Saratoga County Grant Application
22. Discussion and Vote: Authorization for Mayor to Sign Contract with RISE for Homeless Shelter Services
23. Discussion and Vote: Authorization for Mayor to Sign MOA with City of Saratoga Springs Firefighters Union Local 343 IAFF, AFL-CIO Re: Apparatus Staffing
24. Discussion and Vote: Authorization for Mayor to Sign MOA with City of Saratoga Springs Firefighters Union Local 343 IAFF, AFL-CIO Re: Minimum Staffing
25. Discussion and Vote: Resolution in Support of Not Moreau's Efforts to Stop Construction of Sewage Sludge Plant at Moreau Industrial Park and the Anticipated Additional Heavy Truck Traffic Through Saratoga Springs
26. Discussion and Vote: Resolution Equitable Payment

ACCOUNTS DEPARTMENT

1. Announcement: Business Milestones
2. Announcement: Special Events
3. Appointment: Carson McKinley as Commissioner of Deeds
4. Set Public Hearing: Amend Chapters of the City Code Relating to the Accounts Department to Remove Fees
5. Discussion and Vote: Authorization for Mayor to Sign Contract with Ives-Fenton for Restorative Justice Panel Training & Professional Services
6. Discussion and Vote: Authorization to Reimburse Employee #3263 for Continuing Education Classes
7. Discussion and Vote: Authorization to Pay Invoice #30994 to the Saratoga County Foundation for New Year's Eve Fest
8. Award of Bid: Extension of Bid to RISE for Homeless Shelter Services
9. Award of Bid: Government Operations Climate Action Plan to C&S Companies
10. Award of Bid: Compliance Audit Services to Beacon Risk Group, LLC
11. Discussion and Vote: Authorization for Mayor to Sign Contract with Beacon Risk Group

FINANCE DEPARTMENT

1. Announcement: Update on City Finances
2. Announcement: Participatory Budgeting – Voting Results & Funding Recommendations
3. Discussion and Vote: 2024 City Fees

4. Discussion and Vote: Authorization for Mayor to Sign Addendum #2 with Granicus for Peak Agenda Software
5. Discussion and Vote: Authorization for Mayor to Sign Contract with SHI Technology Corp. for Barracuda
6. Discussion and Vote: Authorization for Mayor to Sign Addendum #1 with FirstLight Fiber
7. Discussion and Vote: Authorization to Reimburse Employee 3101 in the Amount of \$1,493.99
8. Discussion and Vote: Budget Amendments - Regular
9. Discussion and Vote: Budget Amendments – City Center Fund
10. Discussion and vote: Budget Amendments – Fund Balance
11. Discussion and Vote: Budget Transfer – Other
12. Discussion and Vote: Budget Transfers – Payroll & Benefits

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Palette Stone Corp. for Crushed Stone and Sand
2. Discussion and Vote: Authorization for Mayor to Sign Memorandum of Agreement with John Larkin, Inc.
3. Discussion and Vote: Authorization for Mayor to Sign Contract with HL Gage for International Dump Truck Parts and Service
4. Discussion and Vote: Authorization for Mayor to Sign Contract with Adirondack Tire Corp. for Tubes, Tires, and Service
5. Discussion and Vote: Approval to Pay Invoices #93869 and #93894 to Mackey Auto Group for Ford Pick-Up Trucks
6. Discussion and Vote: Approval to Pay Invoices #120423-01 and #120423-02 to Basil Ford, Inc. for Pick-Up Trucks
7. Discussion and Vote: Position Grade Change for the Water Meter Service Worker
8. Discussion and Vote: Position Grade Change for the Water Meter Service Worker Supervisor
9. Discussion and Vote: Position Grade Change for the Water Treatment Plant Operator
10. Discussion and Vote: Position Grade Change for the Chief Water Treatment Plant Operator
11. Discussion and Vote: Position Grade Change for the DPW Coordinator
12. Discussion and Vote: Position Grade Change for the Public Works Office Supervisor
13. Discussion and Vote: Position Grade Change for the DPW Business Manager
14. Discussion and Vote: Position Grade Change for the Senior Electrician

PUBLIC SAFETY DEPARTMENT

1. Announcement: Status of Fire Station 2
2. Announcement: Police Department Achievements
3. Discussion and Vote: Authorization for the Mayor to Sign a SLA (State Local Agreement) with NYSDOT (TIPS Grant)
4. Discussion and Vote: Authorization for the Mayor to Sign a Statement of Work with Axon Enterprises, Inc.
5. Discussion and Vote: Authorization to Accept a Grant in the Amount of \$10,000 for Administering Community Engagement Programs
6. Discussion and Vote: Accept \$166 Donation for the Mounted Unit in the Police Department
7. Discussion and Vote: Authorization to Pay Invoice to Bunkoff General Contractors
8. Discussion and Vote: Authorization to Pay an Invoice to Home Depot in the Amount of \$7,844.84 for the Fire Department
9. Discussion and Vote: Authorization for the Mayor to Sign an Adoption Agreement with New Vocations Racehorse Adoption Program, Inc. for a New Horse for the Police Department
10. Discussion and Vote: Position Grade Change for the DPS Office Supervisor
11. Discussion and Vote: Position Grade Change for the Code Admin Asst. / Accounts Payable

SUPERVISORS

Matthew Veitch

1. 2023 County Funding for City Projects
2. Saratoga County Budget Update
3. 2024 County Organizational Meeting
4. General Remarks

Tara Gaston

1. 2023 Supervisor Discretionary Funding
2. Final Remarks

ADJOURN



December 19, 2023

CITY OF SARATOGA SPRINGS
City Council Meeting
474 Broadway
Saratoga Springs, New York

6:00 PM

PRESENT: Ron Kim, Mayor
Minita Sanghvi, Commissioner of Finance
Dillon Moran, Commissioner of Accounts
Jason Golub, Commissioner of Department of Public Works (via zoom)
Jim Montagnino, Commissioner of Department of Public Safety

STAFF PRESENT: Angela Rella, Deputy Mayor
Heather Crocker, Deputy Commissioner of Finance
Stacy Connors, Deputy Commissioner, Accounts
Joe O'Neill, Deputy Commissioner of Public Works

Matthew Veitch, Supervisor
Tara Gaston, Supervisor

EXCUSED: Jason Tetu, Deputy Commissioner, Department of Public Safety

RECORDING OF PROCEEDING

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

CALL TO ORDER

Mayor Kim called the meeting to order at 6:00 p.m.

CONSENT AGENDA

Commissioner Moran moved and Commissioner Golub seconded to approve the consent agenda as attached.

1. Approval of 10/27/2023 Budget Workshop Minutes
2. Approval of 11/21/2023 City Council Meeting Minutes
3. Approval of 11/28/2023 City Council Meeting Minutes
4. Approval of 12/1/2023 Pre-Agenda Meeting Minutes
5. Approve Mid-Warrant, 23MWDEC1 \$5,547,351.08
6. Approve Mid-Warrant 2023, 23MWDEC2 \$5,230,047.00
7. Approve Warrant 2023, 23DEC2 \$1,167,621.38
8. Approve Payroll 12/08/2023 \$478,041.72

9. Approve Payroll 12/15/2023 \$822,424.14
10. Approve Budget Transfers – Debt Service Fund
11. Approve Budget Transfers – Regular
12. Approve Budget Amendments – Regular

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

PRESENTATIONS

Not Moreau

Mayor Kim stated Saratoga Springs residents who live on the truck route should be aware of this.

Preston Jenkins, former Supervisor for the Town of Moreau stated the bio-solids affects the entire region. Coming from the west, the trucks will come through Saratoga; they will not go to Albany to come north on the Northway. We don't know what is in it and what is being processed. Some of the substances are cancer causing. The product can be manufactured and if there is no market, Casella Industries will bury the product adding positive carb to a landfill. The product being produced will not be able to be sold in New York State because of the contents of it. He thanked the Council for having them appear tonight.

A past council member spoke to provide additional information on the BioChar situation. Their town supervisors and town board members worked outside the view of the community to work with the company to bring this company to their town. They have been fighting this since April 2020. The community is not for this but the Town Board and Planning Board did not care. The truck traffic is going to haul sewage sludge from as far as Buffalo and New York City. Saratoga County Industrial Development minutes go as far back as 2018 providing evidence of the support for this plan. There is nothing to stop these trucks from cutting through our communities. A bill was introduced in Congress to prohibit the hazardous incineration of waste - PFAS (sewer sludge). The partner is Casella Waste. They are going to fight them from being able to get grants. If this gets to the New York State Department of Environmental Conservation, they will hold a public hearing. Anyone within New York State can attend that public hearing. The plan is to take the resolution from the City of Saratoga Springs and share with other communities. An Article 78 has been filed by the Clean Air Action Network against the Planning Board.

Mayor Kim stated he has a resolution on his agenda to support this.

Tourism Parking Program (DPW) (presentation attached)

Michael Veitch, business manager for the Department of Public Works, presented for the Department of Public Works. They want to make sure any proposal has free parking for taxpayers, increase availability of resident parking, increase ease of access of parking for visitors, increase customers for business, etc. They compare other municipalities who are similar to the City of Saratoga (i.e. Newport, Rhode Island, Portsmouth, New Hampshire, and Burlington, Vermont). Newport has a residential pass program and Portsmouth has a parking and transportation fund to annually help reduce taxes. There will be no meters; it will be seasonal from May 1 to September 30; Broadway will remain as is; and there will be free restricted parking downtown. Anticipated revenue would be \$2.4 million dollars per year. Benefits to downtown businesses include elimination of charges for special events for police, Department of Public Works, permits, establish a reserve for downtown improvements, and utilize revenue to establish a plan to increase parking spaces downtown.

Next steps include stakeholder input, public announcement, update City Code, enter into contract, install in March/April 2024, test in April 2024 and implement by May 1, 2024.

Commissioner Sanghvi stated any big city around Saratoga has paid parking.

Mike stated other cities who have implemented paid parking has not seen a downturn if done thoughtfully.

MAYOR'S DEPARTMENT (part 1)

Mayor's Recognition: Discover Saratoga Named Smart Meetings 2023 Platinum Choice Winner

Mayor Kim stated Smart Meetings is a leading meeting industry publisher and voice of inspiration for meeting professionals. Mayor Kim congratulated and presented Darryl Leggieri with recognition of being a Platinum Choice winner.

Mayor's Recognition: Mark Torpey Retirement, Planning Board Chair

Mayor Kim stated Mark Torpey served as chair of the Planning Board for almost 10 years. Mark also sat on the 2015 Comprehensive Plan. Mark has done an exemplary job in his work for the City of Saratoga Springs. Mayor Kim thanked Mark.

Announcement: Liberty Affordable Housing

Mayor Kim stated the Liberty Affordable Housing project has received all their approvals for the project from the Planning Board. Construction will begin in the spring.

Commissioner Moran stated this project will bring 220 units of work force housing into the community.

SUPERVISORS

Matthew Veitch

2023 County Funding for City Projects

Supervisor Veitch reported they received \$300,000 in funding for projects in Saratoga Springs. Projects included, but not limited to, the outdoor dining program, Saratoga Shredders, new welcome signage, and Geyser Road Trail Bridge Rehab.

Saratoga County Budget Update

Supervisor Veitch reported the 2024 county budget passed unanimously last week. It is a \$400 million dollar budget.

2024 County Organizational Meeting

Supervisor Veitch reported the County's organizational meeting will be held January 3, 2024 at 4 p.m.

Supervisor Veitch reported a resolution was passed at the County today regarding the South Broadway sewer extension. The resolution was to hire an engineering firm to do a study.

General Remarks

Supervisor Veitch thanked Commissioner Montagnino and Mayor Kim for their service to the City. He also stated it has been a pleasure to work with Tara Gaston for the past several years.

Tara Gaston

2023 Supervisor Discretionary Funding

Supervisor Gaston reported this is the first time funding has been allocated that they were able to spend. She feels the projects chosen will benefit the community.

Final Remarks

Supervisor Gaston reported she has learned a lot and proud of what she was able to do over the past six years. She encouraged the community to get involved with the City Council or the County.

PUBLIC HEARINGS

Amend Chapter 136 of City Code Articles IV, IVA, V, VI, and VII

Mayor Kim opened the public hearing at 7:05 p.m.

Commissioner Moran stated they are looking to bring together all components of the outdoor dining program. The fees that were embedded in the code will be removed. This will be voted on at the next City Council meeting.

No one spoke.

Mayor Kim concluded the public hearing at 7:06 p.m. and left it open.

PUBLIC COMMENT

Mayor Kim advised there are new rules to public comment. People have 4 minutes to speak. At that time, the speaker will be asked to stop. He asked all to be kind; not interrupt; and exercise free speech. He also asked the speakers to be factual. The Council members may respond if they choose. He will also hold a public comment period at the end of the City Council meeting.

Mayor Kim opened the public comment period at 7:06 p.m.

Rose Tait of Saratoga Springs stated Lincoln Avenue situation should have been resolved before the newly elected take office. No comments have been made about Lincoln Avenue unless she has made the comments. There has been no air quality or traffic study done. Her parking lot is poorly attended and the City is losing tax money. She is stunned to learn that fire station 3 is on land leased from NYRA. She thanked Governor Hochul for signing the bill to protect horses from slaughter. King Tut passed away without a word from anyone on the Council. The Council is passing the problems on to another administration.

Otis Maxwell of the Saratoga Springs Democratic Committee said thank you for what has been accomplished the past two years. It has been an administration full of accomplishments.

Betsy of Saratoga Springs thanked Mayor Kim for his service.

Michele of Saratoga Springs thanked Mayor Kim.

Jenny Kim of Saratoga Springs thanked Angela Rella for her support, dedication, and for putting the needs of the City before her own.

Chris Mathiesen of Saratoga Springs thanked the Council for the past two years of work; these are not easy positions. He sent a summary of information regarding Van Dam Street. He spoke to many people since the last meeting and stated Van Dam Street has been a designated access highway since 1992. Mayor Kim stated at the last meeting that the Council was duly bound to correct something that should never have happened and correct an illegality. There was no definition of what was done wrong.

Duane Vaughn, executive director of Shelters of Saratoga stated there have been e-mails between himself and the Council over the past several weeks. He is still waiting for a contract and payment of an unpaid invoice for November and December.

Nancy Montagnino of Saratoga Springs came to thank her husband for serving on the Council.

Lou Benton of Saratoga Springs came to speak about an action taken by this Council on December 5, 2023 to amend the code regarding Van Dam Street. He was struck by the subsequent question after the motion to change the code. The Council cannot do this. Van Dam Street is a designated federal and state access highway. It was an access highway before he was commissioner of public safety. He doesn't expect new members to a Council to have the depth of knowledge but he expects the Council to do their homework before they act. Mayor Kim owes former Commissioner Mathiesen an apology.

Mayor Kim asked Lou Benton to wrap up and called a recessed at 7:28 p.m. when Mr. Benton continued his comments.

Council resumed at 7:37 p.m.

Dennis Goser of Saratoga Springs came to thank the Council for their actions at the last meeting regarding Van Dam Street. Truck traffic is down since the signs went up. The neighbors look forward to finding a solution.

Eileen Finneran of Saratoga Springs stated she would like to ask the mayor to table items #22 and #22. These are irresponsible agreements. This last minute 'giveaway' will cost the taxpayers. The agreements will force future Councils to increase property taxes. On March 15, 2022, the assistant chief of police was defunded and the funds were used to start a three-phase initiative to increase patrol and put more personnel on the streets. She is pleased that the need of the assistant chief position has been recognized and she congratulated Eric Warfield on his promotion.

Robin Dalton of Saratoga Springs thanked Supervisor Gaston for her assistance during the COVID crisis. The attorney general's investigation was in the news again today. Mayor Kim has kept the public apprised of the amount spent on the investigation with her attorney fees being the highest at \$29,000. That is a false number as her attorney billed \$15,000. She urged the Council not to vote on the items relating to the Fire Department agreements. Additionally, she has seen the mayor attend every ribbon cutting possible but could not be bothered to express his sympathies to a small business owner.

Jeff Grasavage of Saratoga Springs stated he hates to see a cost barrier on coming to the City to 'play'. People come for the day or for a weekend. It may be a decision for people to make to spend the money to park or not come at all if their funds are limited.

Joe Dolan of Saratoga Springs and 25-year civil servant of the Saratoga Springs Fire Department. He asked the Council to postpone the vote on the two MOAs until the new commissioner of public safety comes in. When he became chief, everyone rode the ambulance. The first MOA gives the choice to people where they want to work.

John Kaufman of Saratoga Springs stated the insurance compliance documents attached for the Beacon Risk Group are not complete. The public should be able to rely on the accuracy of what is posted on the City's website. Prudence should have caused Commissioner Moran to hold this back until the proper

documents could accompany the contract. This is not a time sensitive issue. In addition, the Mayor has been to the media regarding his telling of the Attorney General's report. Mayor Kim owes an apology to the Attorney General and the City.

Jane Weihe of Saratoga Springs state she has an issue with item #5 on the Accounts Department agenda regarding signing a contract with Ives-Fenton. There are a number of problems with the way this bid was put together and will be duplicating Beacon Risk.

Chris Mathiesen of Saratoga Springs stated he came here to give the Council an opportunity to apologize to his father publicly for publicly insulting him two weeks ago. The Council said some disparaging things about his father. He offered the Council to apologize, which no one did.

Kristen Dart of Saratoga Springs thanked Mayor Kim and Angela Rella for all their work. She thanked Supervisor Gaston for her work at the County. She encouraged the Council members to vote 'no' on the Beacon Risk contract. There is no cap on the travel in the contract.

Diogenes Kaufman of Stolen Land thanked Chandler Hickenbottom causing the 4-minute comment time. She wants to know how no one in the City knew files were removed from the City and given to Aspland's office.

Mayor Kim stated no one on the Council was in office when that happened.

MaryBeth Delarm of Saratoga Springs stated a pro-Hamas protest was held on December 8, 2023. She reminded the Council that when an assembly limits safe access with vehicular and pedestrian traffic to parking; stores; homes; and other businesses, the Constitution states it is a violation of the First Amendment and not permitted in the right to assemble. It is up to the Council to make sure all people who reside in Saratoga Springs have the appropriate enforcement of our liberties, not a select few. There is also limit to freedom of speech when there is hateful language. Allowing verbal assaults and outbursts is an abuse of power and endangers lives and the City's reputation.

Kevin Genier of Saratoga Springs thanked the Council and especially the deputies for the service and all they go through for the City.

Mayor Kim closed the public comment period at 8:10 p.m.

MAYOR'S DEPARTMENT (part 2)

Announcement: Thanking Todd Fabozzi for Planning Board Service

Mayor Kim thanked Todd Fabozzi for his service on the Planning Board.

Announcement: Thanking Cheryl Grey for Zoning Board of Appeals Service

Mayor Kim thanked Cheryl Grey for her service on the Zoning Board of Appeals.

Announcement: Appointment of Kennedy Flack as Alternate to Design Review Board

Mayor Kim announced the appointment of Kennedy Flack as an alternate to the Design Review Board. Kennedy's term will run from 12/19/2023 - 6/30/2027.

Announcement: Appointment of Michael King to the Planning Board

Mayor Kim announced the appointment of Michael King to the Planning Board. His term will run from 12/19/2023 – 12/31/2027 and finishing Mark Torpey's term as Mark is retiring.

Announcement: Appointment of Angela Rella to the Community Development Citizen Advisory Committee

Mayor Kim announced the appointment of Angela Rella to the Community Development Citizen Advisory Committee.

Announcement: Mayor's Task Force on Infrastructure

Mayor Kim pulled this item from the agenda.

Announcement: Update on Attorney General's Investigation

Mayor Kim announced he distributed a memo (attached) to the Council this morning as well as the Mayor Elect Safford and Commissioner Elect Coll. All the discussions had with the Attorney General's Office it was never said the meeting were confidential. This investigation has gone on for two and a half years.

Discussion and Vote: Resolution to Pay Additional Legal Fees for Former Mayor Meg Kelly in Connection with the Attorney General's Investigation (23-670)

Mayor Kim moved and Commissioner Moran seconded to approve the resolution.

The resolution is as follows:

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NY
Public Officers Law Section 18
Saratoga Springs City Code Chapter 9

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

WHEREAS, in 1987 the City Council enacted an Article in the City Code that provides for a defense and indemnification of city officers and employees in any state or federal legal action arising out of any alleged act or omission which occurred or allegedly occurred in the scope of official duty or public employment, and

WHEREAS, Section 18 of the New York State Public Officers Law contains provisions that apply to public entities who have agreed by the adoption of local law, bylaw, rule or regulation, to confer benefits of defense and indemnification upon its officers and employees, and

WHEREAS, a former member of this Council, Meg Kelly, has been served with subpoenas by the New York Attorney General to provide documents and information, including testimony, as part of that office's investigation into events that occurred in the City of Saratoga Springs during her term of public service, and she has requested representation by private counsel of her choice, and said counsel having submitted to the City Council and the City Attorney estimates of legal expenses and costs for providing advice and representation to Meg Kelly, and

WHEREAS, on September 6, 2022 this Council resolved to provide to Meg Kelly private attorneys' fees in initial amounts of not more than Ten Thousand Dollars (\$10,000), as well as expenses in initial amounts of Three Thousand Dollars (\$3,000) for legal advice and representation in responding to the subpoenas served upon her by the Attorney General's Office, and further resolved in subsequent resolutions to provide Eleven Thousand Dollars (\$11,000) in additional legal fees and One Thousand Four Hundred and One Dollars (\$1,401) in additional expenses for private attorneys. Each of those resolutions was issued with conditions concerning documentation and reasonableness.

WHEREAS, since that last such resolution, attorneys for Meg Kelly have submitted additional bills that exceed the amounts previously authorized by this Council. The total amounts authorized to date are \$21,000.00 for legal fees and \$4,401.00 for expenses; and

WHEREAS, this Council desires to continue to provide Meg Kelly with defense and indemnification as required by City Code Chapter 9 and by Public Officers Law Section 18, and to pay for reasonable attorneys' fees and expenses in the manner indicated in Section 18,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. This Council hereby authorizes providing to former Council member Meg Kelly legal fees in the additional amount of not more than One Thousand Twenty Nine Dollars (\$1,029.00), to be used in responding to the subpoena served upon her by the Attorney General's Office, said amounts are hereby authorized in addition to the amounts previously authorized by resolutions of this Council for such purposes, bringing the total amounts authorized to Twenty-Two Thousand and Twenty-Nine Dollars (\$22,029.00) for legal fees and Four Thousand Four Hundred and One Dollars (\$4,401.00) for expenses.

2. The private attorneys representing Meg Kelly shall continue to submit detailed statements of expenses, hours worked, services rendered, and amounts billed.

3. In accordance with Section 18 (3)(b) of the Public Officers Law, Meg Kelly may continue to request additional reasonable legal fees or expenses from time to time during the pendency of the subpoena response. The Council shall review such requests and if found reasonable shall provide such additional fees and expenses by further resolution.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Resolution to Pay Additional Legal Fees for Police Officer in Connection with the Attorney General's Investigation (23-671)

Mayor Kim moved and Commissioner Montagnino seconded to approve the resolution.

The resolution is as follows:

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NY
Public Officers Law Section 18
Saratoga Springs City Code Chapter 9

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

WHEREAS, in 1987 the City Council enacted an Article in the City Code that provides for a defense and indemnification of city officers and employees in any state or federal legal action arising out of any alleged act or omission which occurred or allegedly occurred in the scope of official duty or public employment, and

WHEREAS, Section 18 of the New York State Public Officers Law contains provisions that apply to public entities who have agreed by the adoption of local law, bylaw, rule or regulation, to confer benefits of defense and indemnification upon its officers and employees, and

WHEREAS, a currently serving Saratoga Springs police officer, Jason Mitchell, has been served with a subpoena by the New York Attorney General to provide information, including testimony, as part of that office's investigation into events that occurred in the City of Saratoga Springs during the officer's terms of service, and the officer has requested representation by private counsel of his choice, and

WHEREAS, this Council desires to provide the officer with defense and indemnification as required by City Code Chapter 9 and by Public Officers Law Section 18, and to pay for reasonable attorneys' fees and expenses in the manner indicated in Section 18,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. This Council hereby authorizes providing to currently serving Saratoga Springs police officer Jason Mitchell private attorneys' fees of not more than Two Hundred and Fifty Dollars (\$250.00) per hour, and totaling not more than Two Thousand Two Hundred Twenty-Six Dollars (\$2,226.00), for legal advice and representation in responding to the subpoena served upon him by the Attorney General's Office.
2. The private attorneys representing Jason Mitchell shall submit detailed statements of hours worked, services rendered, and amounts billed.
3. In accordance with Section 18 (3)(b) of the Public Officers Law, Jason Mitchell may request additional reasonable legal fees or expenses from time to time during the pendency of the subpoena response. The Council shall review such requests and if found reasonable shall provide such additional fees and expenses by further resolution.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Intermunicipal Agreement with County of Saratoga for Animal Shelter Services (23-672)

Mayor Kim moved and Commissioner Moran seconded to authorize the mayor to sign an intermunicipal agreement with the County of Saratoga for animal shelter services.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign the Grassland Equipment Contract (23-673)

Mayor Kim moved and Commissioner Moran seconded to authorize the mayor to sign the Grassland Equipment contract.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Saratoga Springs Recreation Department Part-time/Seasonal Personnel & Referee Proposal (23-674)

Mayor Kim moved and Commissioner Moran seconded to approve the Saratoga Springs Recreation Department part-time/seasonal personnel and referee proposal.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Accounts Agenda #9 - Award of Bid: Government Operations Climate Action Plan to C&S Companies (23-675)

Commissioner Moran moved and Mayor Kim seconded to award the bid for Government Operations Climate Action Plan to C&S Engineers, Inc. in the amount not to exceed \$74,836.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Accounts Agenda #8 - Award of Bid: Extension of Bid to RISE for Homeless Shelter Services

Commissioner Moran moved and Mayor Kim seconded to extend the award of bid for homeless shelter services to RISE Housing and Support Services, Inc. for an additional year under the same terms, conditions, and pricing as in bid #: 2023-26.

Commissioner Sanghvi stated the budget transfer has not happened and the City needs to find the money. She suggested this be pulled from the agenda tonight and brought back. The certification of funds is null and void.

Commissioner Moran suggested a friendly amendment to pass this contingent upon the certificate of funds being approved.

Commissioner Sanghvi stated there is another meeting on December 28 where this can be handled. It should be done at that meeting since the budget transfer has not gone through.

Mayor Kim stated the budget transfer was in the last City Council meeting and was stricken by Commissioner Sanghvi. He believes they should award the bid and move the contract forward.

Commissioner Moran asked Tony Izzo if this can be passed at the table and come forward later with the proof.

Tony Izzo stated the preferred practice is there be a certification of sufficient funds before the Council can take final action is taken.

Commissioner Sanghvi stated this can all be done at the December 28th meeting. The budget transfer has to be done and the certificate of funds is void at this time.

Commissioner Moran moved and Mayor Kim seconded the friendly amendment to move this forward without the certification of sufficient funds related to the line item that has money in it for Shelters of Saratoga and pass contingent upon the work the Commissioner of Finance has stated she intends to do with the mayor prior to the meeting on December 28th and approve the certification of funds on that date.

Commissioner Golub questioned if the Council is comfortable there are funds for this.

Commissioner Sanghvi stated she is comfortable they will find the funds by December 28. Finance strongly opposes this motion.

Commissioner Montagnino confirmed the motion is contingent on the finance portion.

Commissioner Moran tabled this item.

Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 1 (Commissioner Sanghvi)

Commissioner Sanghvi stated for the record that she spoke with Sybil at RISE and explained the situation that this is not the way to do it.

Commissioner Golub stated from an audit perspective is this out of bounds doing this in this way.

Commissioner Sanghvi stated it is out of bounds as the commissioner of finance is telling you this is not the way to do this.

Commissioner Golub suggested sitting with RISE tomorrow and explain this and that employees are not going to lose their jobs.

Mayor Kim stated his deputy heard from Sybil today and they are in a panic.

Commissioner Sanghvi stated she has just received a text from Sybil and she is fine with waiting until next week.

Commissioner Moran tabled the award of bid.

Discussion and Vote: Authorization for Mayor to Sign Contract with C&S Engineers for Climate Action Plan (23-676)

Mayor Kim moved and Commissioner Golub seconded to authorize the mayor to sign a contract with C&S Engineers for the Climate Action Plan.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract Renewal for ESI Employee Assistance Program (23-677)

Mayor Kim moved and Commissioner Moran seconded to authorize the mayor to sign a contract renewal with ESI Employee Assistance Program.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Discussion and Vote: Authorization to Pay Invoice to Jointa Lime Co. in the Amount of \$9,926.50 (23-678)

Mayor Kim moved and Commissioner Moran seconded to authorize payment of invoice to Jointa Lime Co. in the amount of \$9,926.50.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization to Pay Invoice to DeLage Landen Financial in the Amount of \$5,195.77 (23-679)

Mayor Kim moved and Commissioner Moran seconded to authorize payment of invoice to DeLage Landen Financial in the amount of \$5,195.77.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Letter in Support of Rebuilding Saratoga County Grant Application (23-680)

Mayor Kim moved and Commissioner Moran seconded to authorize the mayor to sign a letter in support of Rebuilding Saratoga County grant application.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract with RISE for Homeless Shelter Services

Mayor Kim pulled this item from his agenda.

Discussion and Vote: Authorization for Mayor to Sign MOA with City of Saratoga Springs Firefighters Union Local 343 IAFF, AFL-CIO Re: Apparatus Staffing (23-681)

Mayor Kim moved and Commissioner Moran seconded to authorize the mayor to sign an MOA with the City of Saratoga Springs Firefighters Union Local 343 IAFF, AFL-CIO regarding apparatus staffing.

Commissioner Moran stated labor negotiations are in the mayor's purview, but were there other labor agreements voted upon prior to this administration coming in.

Mayor Kim stated all of them were extended to 2025.

Commissioner Sanghvi stated the idea is out there that money has not been put aside for the third fire station, which is not true. She asked if any concessions were made during the negotiation and is there an urgent need to put these two contracts forward now.

Mayor Kim stated this is a zero impact on the budget. This is to codify the way staffing is handled. This has a sunset.

Commissioner Montagnino stated this has been a policy since March 22, 2022.

Commissioner Sanghvi asked Chief Dyer to confirm there is no costs associated to this in way of overtime or any other way.

Chief Dyer stated there is no cost to this.

Commissioner Golub asked Chief Dyer if this ties the hands of the officers.

Chief Dyer stated it doesn't tie their hands.

Commissioner Sanghvi confirmed there is a sunset clause.

Mayor Kim stated there is no sunset clause; it will be renegotiated in 2025 with the new mayor.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Discussion and Vote: Authorization for Mayor to Sign MOA with City of Saratoga Springs Firefighters Union Local 343 IAFF, AFL-CIO Re: Minimum Staffing (23-682)

Mayor Kim moved and Commissioner Moran seconded to authorize the mayor to sign an MOA with the City of Saratoga Springs Firefighters Union Local 343 IAFF, AFL-CIO regarding minimum staffing.

Mayor Kim stated the City really is not giving anything as everyone said a four-person truck is the safest method. This recognizes the reality of a four-person truck and the City will save a half a million dollars while this is in place before the third station opens.

Commissioner Montagnino stated the two MOAs work hand in glove, as the firefighters are trained professionals. The firefighters stated they won't go to four member engines between when the third station opens and the trainees graduate from paramedic school.

Commissioner Sanghvi stated the City budget for overtime is \$400,000 and there is \$375,000 in comp time for the Fire Department. This will add \$502,000 on top of that. Two people who are voting on this are leaving and have no responsibility to the taxpayers. She suggested holding on voting on this until the new Public Safety Commissioner is in office and they can figure out the best way to fund overtime with that commissioner.

Commissioner Golub stated this is important and pushing this down the road isn't going to make it safer. Taxpayers will not have a problem paying more if their house is burning and someone comes to put it out.

Commissioner Moran stated Commissioner Elect Coll already sent them an e-mail in support of this. He confirmed the SAFER Grant talks about the four person staff. He asked Chief Dyer to confirm the SAFER grant talks about the four man staffing.

Chief Dyer stated that is correct.

Commissioner Moran stated the City is required to do this; it is not an option.

Commissioner Sanghvi the main concern is not being stuck with additional monies before the overtime is used up.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Discussion and Vote: Resolution in Support of Not Moreau's Efforts to Stop Construction of Sewage Sludge Plant at Moreau Industrial Park and the Anticipated Additional Heavy Truck Traffic Through Saratoga Springs (23-683)

Mayor Kim moved and Commissioner Montagnino seconded to adopt the resolution as read below.

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

WHEREAS, Saratoga Biochar Inc. ("Biochar") plans to build a sewage sludge and wood chip burning plant in the Moreau Industrial Park which will create "Biochar fertilizer"; and
WHEREAS, this plant at full capacity is expected to burn up to 720 tons of sewage sludge per day; and
WHEREAS, the sewage sludge that will be processed at the Moreau Industrial Park will be shipped by large diesel trucks from throughout New York State and adjoining New England states; and
WHEREAS, the trucking route map provided by Biochar shows that heavy truck traffic will haul sewage sludge from the western part of New York State; and
WHEREAS, Saratoga Springs is at the epicenter of four state truck routes (NYS Route 9, NYS Route 50, NYS Route 9N and NYS Route 29) and it is likely that large trucks filled with sewage sludge destined for the Moreau Industrial Park will travel through Saratoga Springs on one or more of these truck routes; and
WHEREAS, this heavy truck traffic with sewage sludge presents a significant health and public safety hazard to Saratoga Springs residents who are already burdened by too much truck traffic in their residential neighborhoods;
WHEREAS, neither Biochar nor any regulatory agency or other interested party have performed a recent truck traffic study that could form the basis of a plan to mitigate or eliminate the potential for hazardous heavy truck traffic through the residential streets of Saratoga Springs and Saratoga County, and
WHEREAS, the people of Moreau and South Glens Falls have been fighting since April of 2022, to stop Biochar from building their sewage sludge burning facility in the Moreau Industrial Park.
NOW THEREFORE, BE IT RESOLVED, this City Council joins with the people of Moreau and South Glens Falls in opposing the construction and operation of Saratoga Biochar Inc.'s sewage sludge and wood chip burning plant in the Moreau Industrial Park and authorizes the Mayor to transmit this resolution to all interest parties, including any and all regulatory authorities overseeing the permitting of this plant.

Commissioner Moran stated he is not in favor of weighing in on other communities' issues. The City of Saratoga Springs doesn't like when people who don't live here comment on City issues; his attitude is comment on your own community. In this case, this has the ability to impact many communities. He will be voting in support of this.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Discussion and Vote: Resolution Equitable Payment (23-684)

Mayor Kim stated an individual has their personal data uploaded by accident in a Planning Board meeting and their identity was exposed. The City is agreeing pay up to \$100 for monitoring of this person's credit for one year.

Mayor Kim moved and Commissioner Moran seconded to approve the resolution of equitable payment.

The resolution is as follows:

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

WHEREAS, recently a situation occurred where an individual's personal information was uploaded to the City website because it was erroneously included as part of an application to the Planning Board. The personal information was removed immediately when the error was discovered; and

WHEREAS, the individual has contacted the City and requested that the City provide him with services to assist in safeguarding his identity for a period of one year. It may be reasonably estimated that such services will cost less than \$100.00; and

WHEREAS, General City Law section 20(5) empowers a city "to pay or compromise claims equitably payable by the city, though not constituting obligations legally binding upon it..." ; and

WHEREAS, upon due consideration, this Council finds that the payment requested by the individual for the purpose of safeguarding his identity is, under the circumstances, equitably payable, and that such payment is right and proper.

NOW, THEREFORE, BE IT RESOLVED, that this Council hereby authorizes payment in the sum of not more than One Hundred Dollars (\$100.00) upon receipt of a release signed by the individual in a form approved by the City Attorney, to be used for the purpose of safeguarding the individual's identity.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

ACCOUNTS DEPARTMENT

Announcement: Business Milestones

Commissioner Moran pulled this item from his agenda.

Announcement: Special Events

Commissioner Moran announced the following special events:

- Friday, December 29th – start of events and activities for the New Year's Eve Fest. Various musical acts at various downtown locations. Tickets are available on-line.
- Sunday, December 31st – concert sponsored by the Saratoga County Chamber of Commerce at 4:30 p.m. at the stage on Ellsworth Jones Place. Fireworks at 6:30 p.m.
- Monday, January 1, 2024 – 5K run at 10 a.m. at Ellsworth Jones Place.
- Saturday & Sunday, January 13th & 14th – Saratoga Youth Hockey Tournaments.
- Friday, Saturday & Sunday, January 26th – 28th – Saratoga Youth Hockey Tournaments.
- Friday, Saturday & Sunday, February 9th – 11th – Saratoga Youth Hockey Tournaments.
- Saturday, February 10th – 11 a.m. – 4 p.m. is the 25th year of Chowderfest!

Appointment: Carson McKinley as Commissioner of Deeds

Commissioner Moran appointed Carson McKinley as commissioner of deeds.

Set Public Hearing: Amend Chapters of the City Code Relating to the Accounts Department to Remove Fees

Commissioner Moran set a public hearing for Tuesday, January 2, 2024.

Discussion and Vote: Authorization for Mayor to Sign Contract with Ives-Fenton for Restorative Justice Panel Training & Professional Services (23-685)

Commissioner Moran stated a request for proposals was sent out for training and professional services to assist the City's Restorative Justice Panel and have selected a provider.

Commissioner Moran moved and Commissioner Golub seconded to authorize the mayor to sign a contract with Ives-Fenton in the amount of \$29,340 valid until 12/5/2024.

Commissioner Montagnino suggested this be postponed until the new administration takes office, as they will be shaping the work of this panel.

Commissioner Golub stated this is something requested by the panel and part of the 50 point plan.

Commissioner Sanghvi stated she agrees with Commissioner Golub.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, and Mayor Kim)

Nays – 0

Abstention – 1 (Commissioner Montagnino)

Discussion and Vote: Authorization to Reimburse Employee #3263 for Continuing Education Classes (23-686)

Commissioner Moran advised one of his employees attended and paid for continuing education classes and needs to be reimbursed.

Commissioner Moran moved and Commissioner Montagnino seconded to authorize the reimbursement to employee #3263 for continuing education classes in the amount of \$550.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Discussion and Vote: Authorization to Pay Invoice #30994 to the Saratoga County Foundation for New Year's Eve Fest (23-687)

Commissioner Moran moved and Commissioner Sanghvi seconded to authorize payment of invoice #30994 to the Saratoga county Foundation for the New Year's Eve Fest in the amount of \$5,000.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Award of Bid: Compliance Audit Services to Beacon Risk Group, LLC (23-688)

Commissioner Moran stated that with moving risk and safety back to the Accounts Department, documents that are to be routed and shared with him for attention were not. He continues to update various departments on approvals from risk and safety. Beacon has provided all documents required and he has in his possession. This contract is set to make sure the tasks of the 50-point plan have been completed. We all deserve to have this cloud removed from over our heads. The City needs to take actions to be sure the Police Department and the City are given the tools to be responsive to the Attorney General. This will allow us to move forward.

Commissioner Moran moved and Commissioner Golub seconded to award the bid for Compliance Audit Services to Beacon Risk Group, LLC in the amount not to exceed \$75,000.

Commissioner Sanghvi stated the money for this comes from the police reform assignment. There will be approximately \$146,000 remaining in the assignment after this item and the training for the restorative justice panel.

Commissioner Golub stated no matter what the Attorney General's Office says, taking proactive steps to remediate will never be looked at negatively.

Commissioner Sanghvi asked if this will eventually help the City with insurance/liability issues.

Commissioner Moran stated everything done to bring the City back to a steady state of operation will put the City on a path to a better situation for coverage.

Commissioner Golub stated that for the record he also stated he has had a pre-existing relationship with Beacon Risk Group in terms of their CEO. He has known the CEO for 15 years in other professional capacities and recommended this company as well as other companies. He had no involvement in the selection process.

Commissioner Moran stated Commissioner Golub is not involved in the review of bids. Bids were received from five other vendors.

Commissioner Sanghvi asked Kristen Dart to expand on her concern regarding community engagement.

Kristen Dart stated the contract lists the use of up to \$50,000 to engage the community with the payment going to the consultant. There is a lot of work done by community members who are not paid. This group was made up mostly of people of color and there is a history in this country of people of color doing unpaid labor. This would continue that history while paying a consultant a large sum of money. What about compensation for people on the panel?

Commissioner Sanghvi asked if there will be compensation for those who are on the committees.

Commissioner Moran stated that is beyond the scope of the contract.

Mayor Kim stated one of his concerns is regulatory oversight of an agency can bog things down. This is something he feels the next mayor and commissioner of public safety should be involved. Mayor Kim is concerned about not knowing the compliance costs that might be associated with the Attorney General's Office. The contract and ideas behind it are good.

Commissioner Moran stated if this contract is an encumbrance upon the Police Department or interferes with the work of the Attorney General's Office, he will file a severance of the contract within 10 days of being notified of such.

Commissioner Montagnino agrees that is premature for a number of reasons. Much of what is being committed to here may be duplicated or modified. Since this relates to risk and safety, it would be nice to have a risk and safety director on staff when this goes into place. Another concern is trust and moral of the Police Department. The Police Department is finer today than it has ever been. He doesn't want an outside firm looking into our department because he doesn't know what that firm is going to claim to be the current state of affairs. People will point to the outside auditors report and say, what the report says should be etched in stone.

Ayes – 4 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, and Mayor Kim)
Nays – 1 (Commissioner Montagnino)

Discussion and Vote: Authorization for Mayor to Sign Contract with Beacon Risk Group (23-689)

Commissioner Moran moved and Commissioner Sanghvi seconded to authorize the mayor to sign the contract with Beacon Risk Group in the amount of \$75,000 for compliance audit services.

Ayes – 4 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, and Mayor Kim)
Nays – 1 (Commissioner Montagnino)

Moran moved and Commissioner Golub seconded to add an item to the agenda regarding the addition of a paragraph to the resolution to rescind the SLA 30-day waiver passed at the last City Council meeting. (23-690)

Ayes – 4 (Commissioner Moran, Commissioner Sanghvi, Commissioner Montagnino, and Mayor Kim)
Nays – 0
Abstention – 1 (Commissioner Golub)

Discussion and Vote: Addition of a Paragraph to the Resolution to Rescind the SLA (23-691)

Tony Izzo recommended the resolution be amended to include the paragraph.

Commissioner Moran moved and Commissioner Sanghvi seconded to amend resolution 22-588 with the following closing paragraph:

Be it further resolved, that because this Council has been advised by the Committee on Open Government that its previous procedure to respond to liquor license applications did not comply with the Open Meetings Law, the Council will seek input and advice from the Committee on Open Government and New York State Liquor Authority with respect to future resolutions on this subject.

Ayes – 4 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, and Mayor Kim)
Nays – 1 (Commissioner Montagnino)

FINANCE DEPARTMENT

Announcement: Update on City Finances

Commissioner Sanghvi announced NYRA admissions tax was budgeted for \$215,000 in 2021 and the City received \$398,000; in 2022, the budget for admissions tax was \$430,000 in 2022 and the City received \$451,000; and in 2023, the budget for admission tax was \$430,000 and the City received \$427,000. She believes the formula may have changed and will check the formula to be sure it was calculated correctly.

Supervisor Veitch stated the formula is in the law. The money goes through the County and is shared with the City. The County is looking into this as well.

Commissioner Sanghvi stated the median sale price of homes in Saratoga Springs is \$619,000; up 14.9% from a year ago.

Announcement: Participatory Budgeting – Voting Results & Funding Recommendations

Commissioner Sanghvi announced the second cycle voting has closed. She will come to the next City Council meeting with items for discussion and vote.

Discussion and Vote: 2024 City Fees (23-692)

Commissioner Sanghvi advised the list of fees is compiled from all departments.

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the 2024 City fees as attached to the agenda.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Addendum #2 with Granicus for Peak Agenda Software (23-693)

Commissioner Sanghvi advised the cost is \$6,045.07.

Commissioner Sanghvi moved and Commissioner Moran seconded to authorize the mayor to sign addendum #2 with Granicus for Peak Agenda software.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract with SHI Technology Corp. for Barracuda (23-694)

Commissioner Sanghvi advised the cost of this contract is \$8,712 to archive City e-mails.

Commissioner Sanghvi moved and Commissioner Moran seconded to authorize the mayor to sign a contract with SHI Technology Corp. for Barracuda.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Addendum #1 with FirstLight Fiber (23-695)

Commissioner Sanghvi advised this is for the City's offsite back up services in the amount of \$6,696.

Commissioner Sanghvi moved and Commissioner Moran seconded to authorize the mayor to sign addendum #1 with FirstLight Fiber.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization to Reimburse Employee 3101 in the Amount of \$1,493.99 (23-696)

Commissioner Sanghvi moved and Commissioner Golub seconded to authorize the reimbursement to employee #3101 in the amount of \$1,493.99 for the purchase of log me in.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Budget Amendments – Regular (23-697)

Commissioner Sanghvi moved and Commissioner Moran seconded to approve budget amendments – regular as attached to the agenda.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Budget Amendments – City Center Fund (23-698)

Commissioner Sanghvi moved and Commissioner Golub seconded to approve lines 1 – 11 fund balance to various payroll lines.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and vote: Budget Amendments – Fund Balance (23-699)

Commissioner Sanghvi moved and Commissioner Moran seconded to approve budget amendments – fund balance.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Budget Transfer – Other (23-700)

Commissioner Sanghvi moved and Commissioner Moran seconded to approve budget transfer – other as attached to the agenda.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Budget Transfers – Payroll & Benefits (23-701)

Commissioner Sanghvi moved and Commissioner Montagnino seconded to approve budget transfers – payroll & benefits as attached to the agenda.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Contract with Palette Stone Corp. for Crushed Stone and Sand (23-702)

Commissioner Golub moved and Commissioner Moran seconded to authorize the mayor to sign contract with Palette Stone Corp. for crushed stone, gravel, and sand valid until 12/31/2024 in the amount of unit bid prices not to exceed \$50,000.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Memorandum of Agreement with John Larkin, Inc. (23-703)

Commissioner Golub advised this agreement is to protect the elm tree in the right-of-way of the construction site.

Commissioner Golub moved and Commissioner Sanghvi seconded to authorize the mayor to sign memorandum of agreement with John Larkin, Inc. in the amount of \$45,000 valid until 12/19/2028.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract with HL Gage for International Dump Truck Parts and Service (23-704)

Commissioner Golub moved and Commissioner Sanghvi seconded to authorize the mayor to sign a contract with HL Gage Sales, Inc. for parts and service for International dump trucks in the amount not to exceed unit bid prices and labor rates subject to appropriation and valid until 12/31/24.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract with Adirondack Tire Corp. for Tubes, Tires, and Service (23-705)

Commissioner Golub moved and Commissioner Montagnino seconded to authorize the mayor to sign a contract with Adirondack Tire Corp. valid until 12/31/24 not to exceed unit bid prices.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Approval to Pay Invoices #93869 and #93894 to Mackey Auto Group for Ford Pick-Up Trucks (23-706)

Commissioner Golub stated these invoices are for the purchase of two pick-up trucks – a Ford F-150 and a Ford F-250. The Department of Public Works was not able to follow purchasing policy due to the lack of availability on state contract.

Commissioner Golub moved and Commissioner Moran seconded to approve payment of invoices #93869 and #93894 to Mackey Auto Group for Ford pick-up trucks in the amount of \$44,077.50 and \$52,592.50.

**Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Approval to Pay Invoices #120423-01 and #120423-02 to Basil Ford, Inc. for Pick-Up Trucks (23-707)

Commissioner Golub advised the Department of Public Works was not able to follow purchasing policy due to the lack of availability on state contract.

Commissioner Golub moved and Commissioner Sanghvi seconded to approve payment of invoices #120423-01 and #120423-02 to Basil Ford, Inc. for pick-up trucks in the amount of \$52,169 and \$48,099.

**Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Position Grade Change for the Water Meter Service Worker (23-708)

Commissioner Golub advised items #7 – 14 are procedural items to carry through employee upgrades that were approved in the 2024 budget. Upgrades are due to additional duties and work related to major initiatives for DPW. This position is an upgrade from grade 6 to grade 9.

Commissioner Golub moved and Commissioner Moran seconded to approve the position grade change for the water meter service worker from grade 6 to grade 9, effective 1/1/24.

Mayor Kim stated his is going to vote no on all of these. He abstained from the vote on the budget because of these upgrades. This is contrary to the Charter and can't be done. What has to happen is a collective bargaining agreement has to be entered into with CSEA.

Commissioner Sanghvi agrees there should be another way to do this. This was approved by human resources and voted on by the City Council during the budget.

Mayor Kim stated the mayor's authority to negotiate contracts can't be taken away. None of these upgrades has a number associated with them. The Council is concerned about the budget but no one from the public could see the additional amount the employee is receiving.

Commissioner Golub stated he provided the grade, which is public and the grade can be matched with the salary.

Lisa Ribis, secretary to the City Council requested the steps associated with each grade increase to be included in the motion.

Commissioner Golub asked if that could be dealt with outside of the meeting.

Lisa Ribis advised that for the employee to receive the proper salary and for the payroll administrator to have supporting documentation for the change, the step needs to be included in the motion and in the minutes.

Commissioner Moran stated they need to know the step each employee is at in the grade.

Commissioner Golub stated January 1, 2024 step 1 salary is \$47,608.

Commissioner Golub told the secretary to the City Council to ask him for this information before they get to the table. He stated she knew this was on the agenda.

Lisa Ribis advised there were no attachments and didn't know what information he was going to provide at the table.

Commissioner Golub stated they walked through this on Friday (pre-agenda). This discussion has been had three times.

Lisa Ribis advised she was not in attendance at the pre-agenda meeting.

Ayes – 4 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino)

Nays – 1 (Mayor Kim)

Discussion and Vote: Position Grade Change for the Water Meter Service Worker Supervisor (23-709)

Commissioner Golub advised this position will go from grade 10 to grade 13 effective 1/1/24. The step 1 salary is \$59,648.

Commissioner Golub moved and Commissioner Moran seconded to approve the position grade change for the water meter service worker supervisor from grade 10 to grade 13 effective January 1, 2024.

Ayes – 4 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino)

Nays – 1 (Mayor Kim)

Discussion and Vote: Position Grade Change for the Water Treatment Plant Operator (23-710)

Commissioner Golub advised the position will go from a grade 11 to a grade 12. The January 1, 2024 step 1 salary is \$55,966.

Commissioner Golub moved and Commissioner Moran seconded to approve the position grade change for the water treatment plant operator from a grade 11 to grade 12 effective January 1, 2024.

Ayes – 4 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino)

Nays – 1 (Mayor Kim)

Discussion and Vote: Position Grade Change for the Chief Water Treatment Plant Operator (23-711)

Commissioner Golub advised the position will go from a grade 15 to a grade 16. The January 1, 2024 step 1 salary is \$101,529.

Commissioner Golub moved and Commissioner Moran seconded to approve the position grade change for the chief water treatment plant operator from a grade 15 to a grade 16 effective January 1, 2024.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 1 Mayor Kim)

Discussion and Vote: Position Grade Change for the DPW Coordinator (23-712)

Commissioner Golub advised the position will go from a grade 10 to a grade 11. The January 1, 2024 step 1 salary is \$52,621.

Commissioner Golub moved and Commissioner Moran seconded to approve the position grade change for the DPW coordinator from a grade 10 to a grade 11 effective January 1, 2024.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 1 (Mayor Kim)

Discussion and Vote: Position Grade Change for the Public Works Office Supervisor (23-713)

Commissioner Golub advised the position will go from a grade 14 to a grade 15. The January 1, 2024 step 1 salary is \$59,648.

Commissioner Golub moved and Commissioner Moran seconded to approve the position grade change for the public works office supervisor from a grade 14 to a grade 15 effective January 1, 2024.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 1 (Mayor Kim)

Discussion and Vote: Position Grade Change for the DPW Business Manager (23-714)

Commissioner Golub advised the position will go from a grade 16 to a grade 18. The January 1, 2024 step 1 salary is \$125,266.

Commissioner Golub moved and Commissioner Moran seconded to approve the position grade change for the DPW business manager from a grade 16 to a grade 18 effective January 1, 2024.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 1 (Mayor Kim)

Discussion and Vote: Position Grade Change for the Senior Electrician (23-715)

Commissioner Golub advised the position will go from a grade 14 to a grade 15. The January 1, 2024 step 1 salary is \$83,380.

Commissioner Golub moved and Commissioner Sanghvi seconded to approve the position grade change for the senior electrician from a grade 14 to a grade 15 effective January 1, 2024.

Ayes – 4 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino)
Nays – 1 (Mayor Kim)

PUBLIC SAFETY DEPARTMENT

Announcement: Status of Fire Station 2

Commissioner Montagnino advised repairs to the concrete aprons have been completed. There needs to be a 28-day cure. The station is within budget.

Announcement: Police Department Achievements

Commissioner Montagnino announced the Police Department December 7 was awarded with state accreditation from Division of Criminal Justice Services (DCJS). The accreditation was mandated by the City Charter and there were 111 separate standards required.

Commissioner Montagnino congratulated Lt. Warfield on his promotion to assistant chief.

Discussion and Vote: Authorization for the Mayor to Sign a SLA (State Local Agreement) with NYSDOT (TIPS Grant) (23-716)

Commissioner Montagnino advised the City's match is \$21,000.

Commissioner Montagnino moved and Commissioner Sanghvi seconded to authorize the mayor to sign a state local agreement for the Transportation Improvement Grant. .

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for the Mayor to Sign a Statement of Work with Axon Enterprises, Inc. (23-717)

Commissioner Montagnino moved and Commissioner Sanghvi seconded to authorize the mayor to sign a statement of work with Axon Enterprises, Inc.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization to Accept a Grant in the Amount of \$10,000 for Administering Community Engagement Programs (23-718)

Commissioner Montagnino moved and Commissioner Sanghvi seconded to authorize the acceptance of a grant in the amount of \$10,000 for administration of community engagement programs.

Ayes – 4 (Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Abstention – 1 (Commissioner Moran)

Discussion and Vote: Accept \$166 Donation for the Mounted Unit in the Police Department (23-719)

Commissioner Montagnino moved and Commissioner Sanghvi seconded to accept the donation of \$166 for the mounted unit in the Police Department.

Ayes – 4 (Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Abstention – 1 (Commissioner Moran)

Discussion and Vote: Authorization to Pay Invoice to Bunkoff General Contractors (23-720)

Commissioner Montagnino moved and Commissioner Sanghvi seconded to authorize payment of invoice to Bunkoff General Contractors.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization to Pay an Invoice to Home Depot in the Amount of \$7,844.84 for the Fire Department (23-721)

Commissioner Montagnino moved and Commissioner Moran seconded to authorize payment of \$7,844.84 to Home Depot.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for the Mayor to Sign an Adoption Agreement with New Vocations Racehorse Adoption Program, Inc. for a New Horse for the Police Department (23-722)

Commissioner Montagnino moved and Commissioner Moran seconded to authorize the mayor to sign an adoption agreement with New Vocations Racehorse Adoption Program, Inc. for a new horse for the Police Department.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for the Mayor to Sign a Contract with Donnegan Systems for Evidence and Records Storage in the Police Department (23-723)

Commissioner Montagnino moved and Commissioner Sanghvi seconded to authorize the mayor to sign a contract with Donnegan Systems.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for the Mayor to Sign a Contract with MES (Medical Emergency Services) for SCBA (air packs) and Bottles for the Fire Department (23-727)

Commissioner Montagnino moved and Commissioner Moran seconded to authorize the mayor to sign a contract with Municipal Emergency Services.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Position Grade Change for the DPS Office Supervisor (23-745)

Commissioner Montagnino stated this will take effect January 1, 2024. The increase will go from a grade 14 to a grade 15 step 2 at \$85,315.

Commissioner Montagnino moved and Commissioner Sanghvi seconded to approve the position grade change for the DPS office supervisor from a grade 14 to a grade 15.

Ayes – 4 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 1 (Mayor Kim)

Discussion and Vote: Position Grade Change for the Code Admin Asst. / Accounts Payable (23-746)

Commissioner Montagnino advised the increase will go from a grade 12 to a grade 13 step 8 at \$69,746.

Commissioner Montagnino moved and Commissioner Sanghvi seconded to approve the position grade change for the code administrative assistant/accounts payable from a grade 12 to a grade 13.

Ayes – 4(Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 1 (Mayor Kim)

Commissioner Montagnino thanked the first responders, uniformed services, all employees of DPS. Service before self is not near words. Humbled by their self-sacrifice and devotion to duty. He thanked them for being the amazing people that they are.

ADJOURNMENT

Commissioner Sanghvi moved and Commissioner Golub seconded to adjourn the meeting at 10:54 p.m.

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays - 0

Respectfully submitted,

Lisa Ribis
Secretary to the City Council

Approved:
Vote:

Rose Tait, Saratoga Springs, 12/19/23

The Lincoln Avenue situation should have been resolved BEFORE the newly elected take office . A lot is being left over.

After attending City Council Meetings for over a year, there's no answer to why Lincoln Avenue can now have 2 - 3 hours stop and go traffic by changing Gate 9, from a pedestrian only exit to a MAIN exit when Governor Hoku says no gas cars, no gas stoves, no gas furnaces because of emissions.

Yet Lincoln Avenue has had no air quality or traffic studies done. NO GRANTS APPLIED FOR TO DO IT. I Believe it would flunk both Worry about families walking thru whose children are at exhaust level of vehicles. With 8 40 foot storage containers TRAPPING Emissions.

Gate 9. Is NOW GATE 7....2 UNION AVENUE EXITS ARE CLOSED..... CARS PULL IN TO PARK BUT EXIT THRU LINCOLN AVE. GATES 8 and 9 gone

Yet Lincoln Ave has little to NO TRAFFIC FROM 1st race to end.

I'm told Siros pays NYRA \$40,000 for 1/2 parking lot but only takes in \$10,000. Starting out with \$30,000 in the hole. My lot is poorly attended. City losing sales tax. Passerby's comment on this City Council decision.

*20-30 minutes drive & miss around block that's
the distance of Van Buren St.*

**I'm stunned to learn FIRE STATION 3 is BUILT ON LAND
LEASED FROM NYRA? New York Racing Association
WHY DIDN'T THE CITY BUY LAND FOR THIS
PERMANENT FIXTURE ISTEAD OF LEASING?**

**Giving pause to 2014. NYRA wanted a taxi stand in
Lincoln Avenue Wright Street area.**

**Did City Council placate NYRA by making Lincoln Avenue
one way to accommodate a taxi stand &. NYRA lease
land for fire station?**

**NY times had quote ". You judge civility of a COUNTRY.
By the way it treats its animals.**

**I'd like to thank Gov Hukul for signing the bill to protect
horses from slaughter in NY**

**Mounted Officer King Tut gave 20 years service to
Saratoga.**

We need to respected our Mounted Police and K-9 Units.

*2nd floor City Hall is unfriendly
to the handicapped. It has a catwalk
that looks down to 1st floor that has
no ceiling. Brought this up before. I feel
unsafe walking to ^{meeting} rooms. ~~Room~~*

again passing problems onto new administration

CC: 12/19/2023

The most recent edition (October 2022) of NYS DOT's Office of Traffic Safety and Mobility's **OFFICIAL DESCRIPTION OF DESIGNATED QUALIFYING AND ACCESS HIGHWAYS IN NEW YORK STATE** continues to include Van Dam Street as a designated access highway for larger dimension vehicles.

Below is the citation as it appears in the **Official Description** document. For those who may be interested (and have a lot of discretionary time on their hands) the entire document is available online.

**HIGHWAYS DESIGNATED AS QUALIFYING OR ACCESS HIGHWAYS FOR
LARGER DIMENSION VEHICLES**

**SOURCES: 17 NYCRR PART 8000 17 NYCRR PART 8100 ACCESS
HIGHWAYS - LOCAL HIGHWAYS (CITY, TOWN, OR VILLAGE)**

Van Dam Street NY 50 to Church Street in the City of
Saratoga Springs. (SARATOGA)

If and when the City may have petitioned DOT for permission to post Van Dam is to be determined. Any such request would be channeled through DOT Region 1, Office of Traffic and Safety.

12/18/2023

L. Benton

For what they're worth, here are a few preliminary thoughts on routing Special Dimension Vehicles (SDVs) and Qualifying Access Highways.

These vehicles, or vehicle combinations, were initially authorized by the 1982 Federal Surface Transportation Assistance Act and subsequent state legislation. Under the 1990 Omnibus Truck Safety Bill, New York authorized the use of 53 foot trailer combinations, effective November 1990. Per § 385(3)(e) of the Vehicle & Traffic Law, the 53 foot trailer combinations are restricted to the Qualifying and Access Highway system.

A Qualifying Highway is a roadway designated as part of the Surface Transportation Assistance Act (STAA) of 1982 which allows Special Dimension Vehicles (tractor trailers combinations greater than 65 feet, tractor with 28 foot tandem trailers, maxi-cubes, triple saddle mounts, stinger-steered auto carriers and boat transporters) and 53' trailers to use that highway and any other highway within one linear mile.

Unless otherwise specified, Qualifying Access Highways may be used by all Special Dimension Vehicles. In addition, Special Dimension Vehicles may also operate on all highways within one road mile of Qualifying Highways (National Network) using the most reasonable and practicable route available, except for specific safety reasons on individual routes (23 CFR 658.19). The National Network consist of all Interstates plus specifically designated other highways, including most state highways.

The confluence here in Saratoga Springs of several state and interstate components (9, 9N, 29, 50, I 87) of the National Highway Network resulted in several city owned and maintained street segments designated an "Access Highway." Van Dam Street is so designated.

Local government has diminished authority to regulate these local access roads and streets. Imposing a weight limitation on a local access road first requires the designation of an appropriate alternative route and approval by the NYS Department of Transportation Regional Office.

It seems inconceivable that the City Council would post a local "access" roadway - as it apparently authorized by amendment to the City Code at its last meeting -

without prior approval of DOT. I do not know what alternate route the Council may have asked DOT to approve but I assume it is soon to be known.

If DOT has not approved the Council's action the proposed weight limit will be probably be unenforceable.

Perhaps the entire community and the Council members would benefit from a review of all currently designated access roads in the city, how some have been altered over time, the process necessary to amend the system and other pertinent matters. Such a review might also include a brief history of the several by-pass proposals and initiatives that have been undertaken since 1980.

Finally, I note that V & T Law enforcement and commercial truck inspections as measured by number of citations issued and fines collected seem to have declined precipitously.

In the late 80s and early 90s following establishment of a well trained and equipped traffic safety unit, V & T and overweight and unsafe truck fine revenue was as high as \$260,000 annually. Today that revenue line has fallen to \$30,000, an 89% decrease.

Then Truck Fines appeared in the city budget as a separate line. That line is long gone. The Traffic Safety Division as originally constituted was abolished at some point in time. I do know when or why.

12/18/2023

Lew Benton

C.C.: 12/19/23



Saratoga Springs Fire Department Office of the Fire Chief

60 Lake Avenue, Saratoga Springs, NY 12866

Phone: 518.587.3599, Fax: 518.587.3539

Joseph J. Dolan, Chief
Aaron Dyer, Assistant Chief

December 1, 2022

90-day review of apparatus bidding

On August 11th, a directive was issued to allow for apparatus bidding. Prior to this directive there were discussions between representatives of Local 343, Fire Chiefs, and Commissioner of Public Safety. The Commissioner issued the directive which took effect August 20th.

From August 20th to November 20th there was a total of 1672 calls. 1,204 were for EMS, of which 877 were transported to hospitals. There were seven times where engine crews had to ride in mutual aid ambulances to provide ALS, or continue care to the hospital. Attached is a report to reflect the major call types in that time frame.

Prior to the August directive, parameters were set by the Chief which set minimum ambulance ride time at 72 hours per quarter, and maximum of 216 hours per quarter. This was established to ensure all personnel remained proficient and competent in all aspect of services. The difference in riding hours were usually in direct correlation with seniority. Other factors, may be a result of injury, or extended leave.

Listed on the next several pages are charts that show the number of hours worked on ambulance assignments for quarters two and three of 2022 and the last is the time frame of August 20th to November 20th of this year.

Saratoga Springs Fire Department

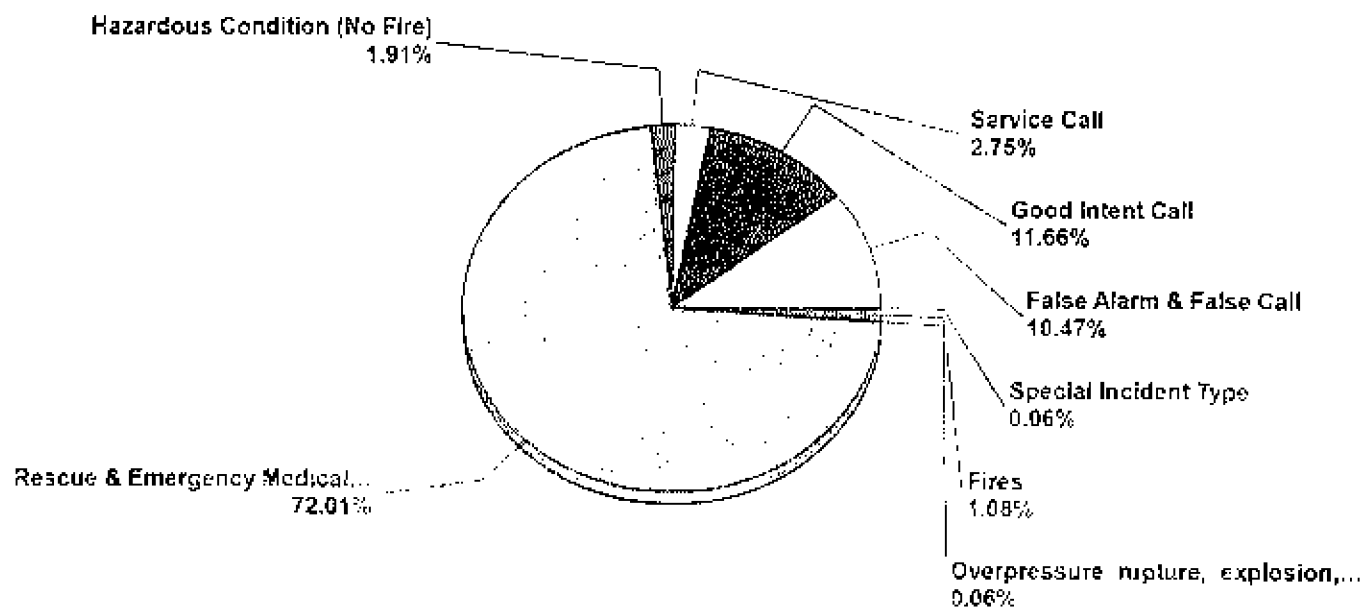
Saratoga Springs, NY

This report was generated on 11/29/2022 9:58:11 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 8/20/2022 | End Date: 11/20/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	18	1.08%
Overpressure rupture, explosion, overheat - no fire	1	0.06%
Rescue & Emergency Medical Service	1204	72.01%
Hazardous Condition (No Fire)	37	1.91%
Service Call	46	2.75%
Good Intent Call	195	11.66%
False Alarm & False Call	175	10.47%
Special Incident Type	1	0.06%
	1688	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero

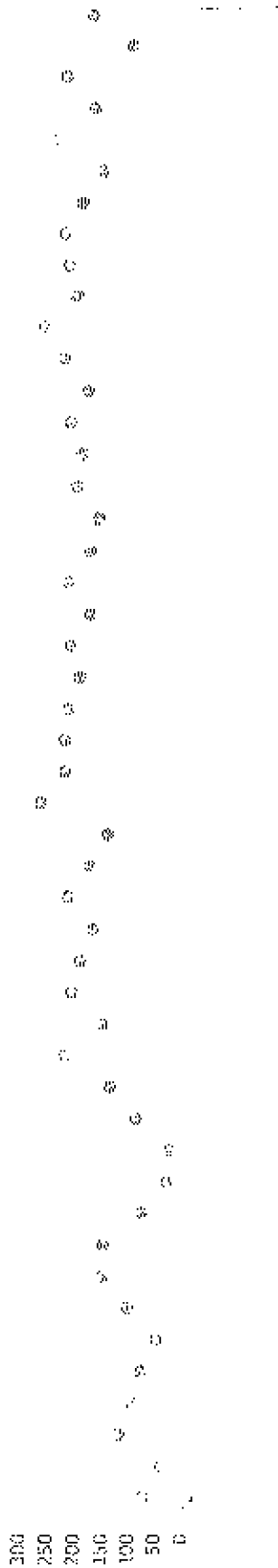


emergencyreporting.com

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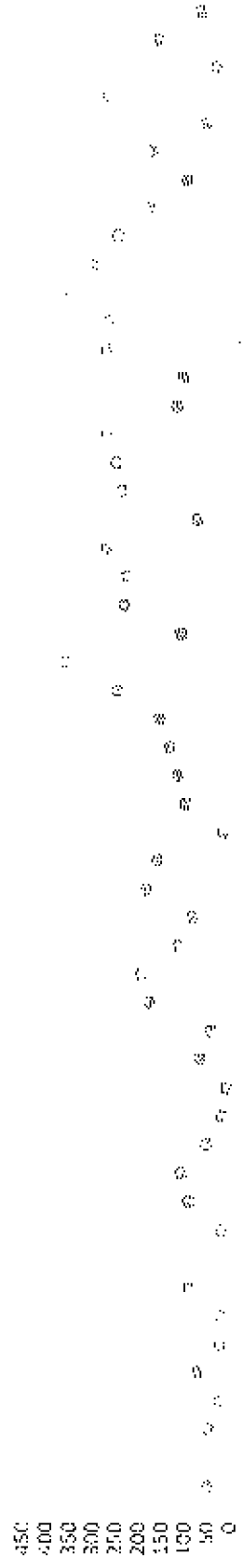
Page # 1 of 3

Second Quarter 2022 Ambulance Hours



The above chart list ambulance riding hours for the second quarter of 2022. The green bar indicates the parameters set by the chiefs to ensure personnel maintain proficiency on all apparatus, and skill sets. This does not include overtime hours, as that is an additional assignment, and overtime cannot be guaranteed.

Third Quarter 2022 Ambulance Hours



The above chart list ambulance riding hours for the third quarter of 2022. This represents a period of time when half of the quarter had set parameters of ride time for the ambulance, followed by the second half where apparatus bidding began. You can begin to see the decline in hours by senior personnel and the increase of hours by less senior. The more time an individual is assigned to the ambulance, the less time he has on the engine. This does not include overtime hours, as that is an additional assignment, and overtime cannot be guaranteed.

Ambulance Hours: 8/20/22 to 11/20/22



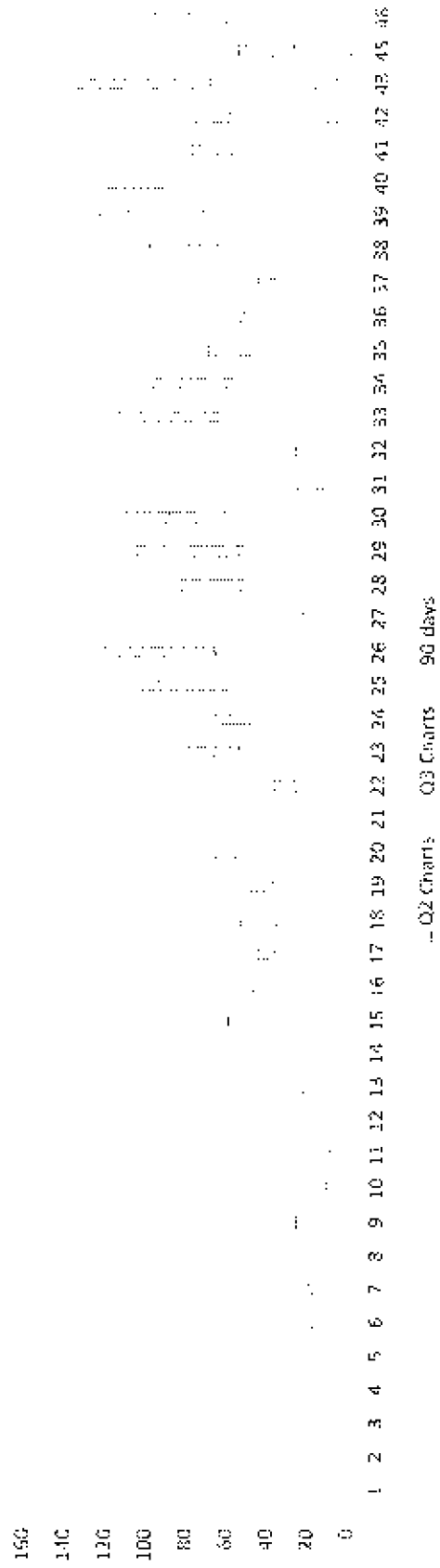
14

The above chart list ambulance riding hours for the time range of August 20, 2022 to November 20, 2022. This represents a full quarter of bidding apparatus. This chart has 41 firefighters. Some firefighters were removed because they were either in recruit school or paramedic school.

- 12 firefighters (29.27%) fall within the green bar that represents the parameters set by the chief.
- 13 (31.71%) firefighters fell below the standard
- 16 (39.02%) exceeded 216 hours.

This does not include overtime hours, as that is an additional assignment, and overtime cannot be guaranteed.

Charts Completed from April 1, 2022-November 20, 2022



The chart above shows the number of charts completed by personnel. In the past, this was done in a ratio comparing ambulance hours and charts written. This was used to ensure that personnel were distributing calls between the team appropriately. Since bidding apparatus was established, the ratio was not used, but later charts completed by personnel. This chart combines the second and third quarter with the 90 days since the start of apparatus bidding.

Observation

From the second quarter of 2022 through November 20th, there is a significant change in the range of ride time on the ambulance. In the second quarter the highest hours ridden on the ambulance was just over 250 compared to the first 90 days of apparatus bidding where it exceeded 450 hours. Hours on the ambulance mean less hours on the other apparatus. On average, personnel work 22 shifts in a 90-day period. This is 528 hours. This number does not include the use of vacation or other accruals that may fall in that quarter. Personnel who rode on the ambulance for 450 hours would get to ride the other apparatus for 78 hours, provided they did not have any time off.

Charting

It is difficult to assess the charting, compared to the previous comparisons. The ratio of ambulance hours to charts written was a tool used to ensure personnel assigned to the ambulance were not just driving, but providing care as well. It is clear by the graph that the largest portion of charts are being completed by the least senior people.

Concerns

During this trial there was an incident where a firefighter had concerns where they were placed (while on overtime) to the point where voices were raised between a firefighter and a captain. The firefighter was upset because his assignment was the ambulance. Once he realized it was an ambulance assignment, he declined the assignment after first accepting. A similar incident happened when a firefighter was relocated to station one after a call in. He was assigned to the engine, and due to his anger informed the officer he was going to ride the ambulance. These are examples of insubordination. In each case the captains addressed the issue, and no further action was taken. This raises significant concerns as to the chain of command and authority within the organization for firefighter to debate where their assignment is.

It is important to ensure work is dispersed appropriately. Apparatus bidding has already shown a widened workload, which has potential negative long-term effects. There are concerns of increased sick use due to the being assigned to a less desirable assignment on a regular basis. This can potentially lead to a culture that looks negatively toward riding the ambulance, or even providing EMS. This has long been the case in many departments, and remains a challenge for many chiefs. We must try to change the culture from one that looks at EMS as a stepping stone to one that recognizes EMS is a large part of our service delivery. The notion that you have to "do your time" to get off the ambulance perpetuates the negative stereotype. This department has taken great strides to inform newer firefighters that being on the ambulance is part of their career, and not just the beginning of it. Attached in this document is an article from Fire Rescue 1 which discusses some of the hurdles we are seeing, specifically with being assigned to an ambulance.

Proficiency and competency remain the largest concern. As the data shows the change in ambulance ride time over 90-days. How does a newer firefighter get time on the engine? Standards must be set to ensure measurable time is being assigned to all personnel. With our limited personnel, we must ensure that the staff we have are able to handle calls across all disciplines. We pride our organization on being a cross trained, multi-role fire department. In order to live up to that name we must set standards for people to follow.

Conclusion

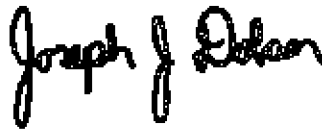
While bidding apparatus may have been the choice of the union, the data shows an immediate decline in ambulance time among senior personnel. Firefighters with less time on the job are not getting the same experience as they were 90 days ago.

Firefighters want to tell officers where they are going to ride, and question when they are assigned to an apparatus. This goes against the chain of command. While accommodations can be made to allow personnel some choices, it should not be

challenged every time they do not get that choice. This seemed to be more prevalent when it came to overtime assignments.

While steps can be made to accommodate choice, standards set by management must be implemented. We must establish standards for ride time, to ensure personnel are well trained to handle any situation they are sent to.

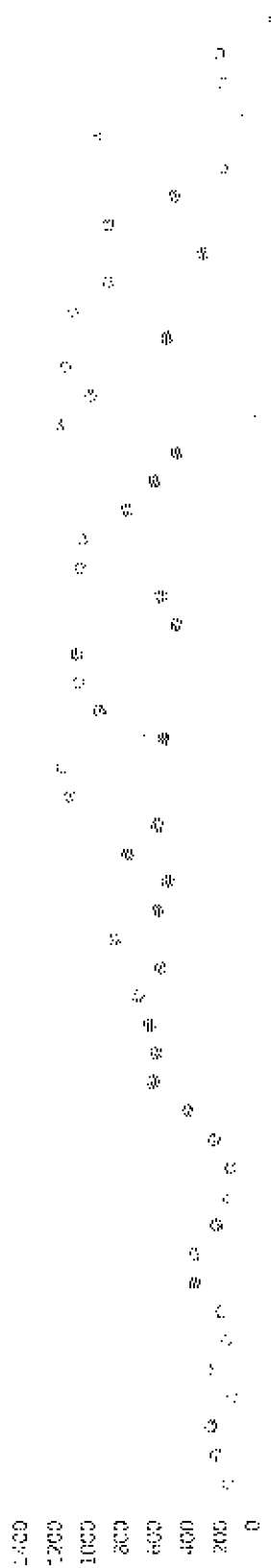
Joseph J. Dolan

A handwritten signature in black ink that reads "Joseph J. Dolan". The signature is written in a cursive style with a large, stylized "J" and "D".

Fire Chief

Saratoga Springs Fire Department

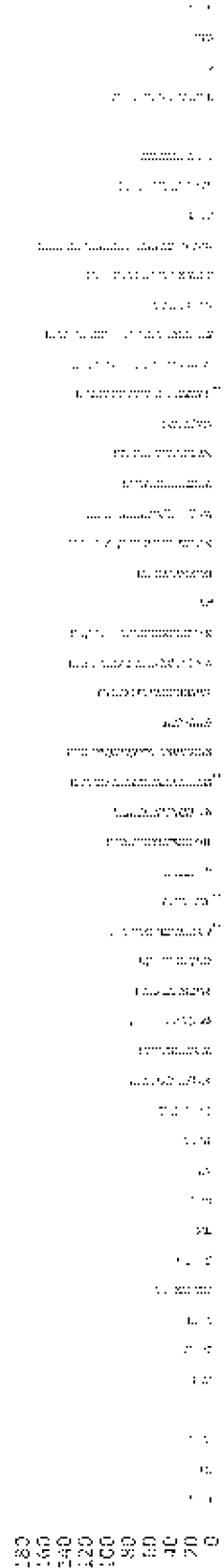
Ambulance Hours for 2022



Seniority
Most

Least

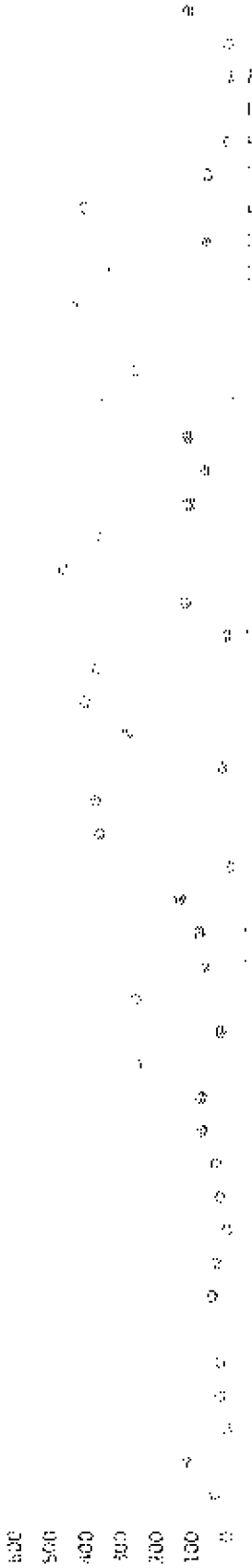
Charts Written 2022



Seniority
Most

Least

2022 Q4 Ambulance Hours

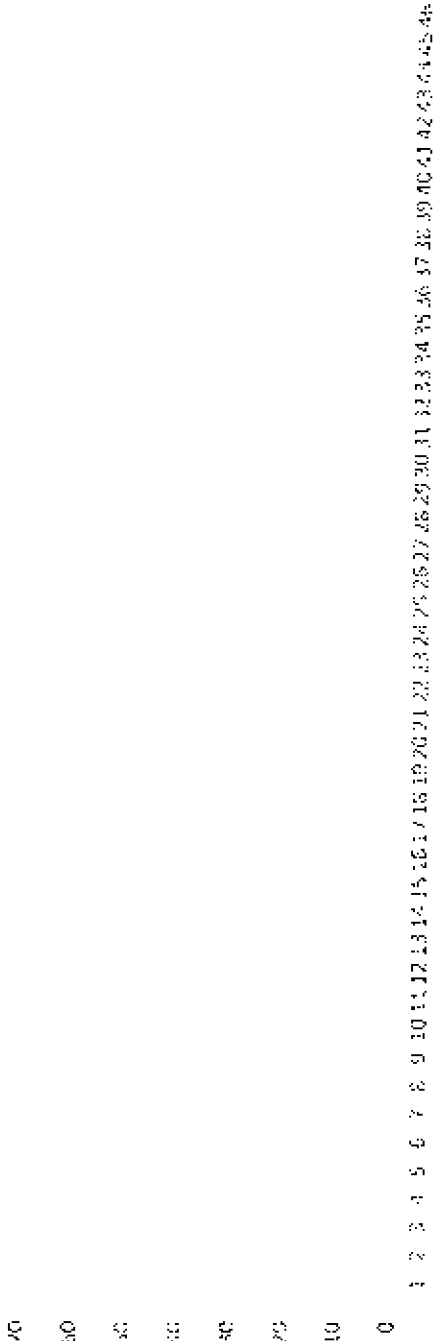


Seniority

Most

Least

2022 Q4 Charts (By Seniority)



I am here to ask the Mayor to please table item 22 + 23 in his agenda

~~How can we be talking with the fire union?~~

~~How can we be talking with the fire union?~~ This is one of the most irresponsible agreements I've ever read or thought would ever be considered. ~~It's~~ full of problems.

The MOA's will change the existing contract interpretations causing unforeseen consequences.

Out of grade positions, which could cost hundreds of thousands of dollars. Instead of paying the differential between ranks, it could be rank for rank at 1 1/2 times their hourly rate.

Based on current staffing levels these agreements will force the city to pay overtime everytime someone takes vacation from a collection side. This is a last minute give-away to the firefighters that have budgeted?

Union that will cost millions. What did the taxpayers get? Did the Union agree to contribute more towards healthcare? Agree to a lesser % raise? Give up any days off? Agree to give back anything?

This agreement will force future councils to increase property taxes beyond the 2% limit as these agreements alone will eat up most of the 2% as salaries and benefits rise each year. Regardless of any future economic condition or other City priorities, these agreements must be funded, tying the hands of every future council.

The fire department staffing and priorities should be addressed in the open and transparent manner during the annual Capital and General budget process, as it is with every other department. It is then when staffing and department priorities are funded. Not during the eleventh hour before a change in the city council and not made by a single council holding future councils hostage to these agreements. These items come to table item 22 + 23 so the next Council can give their input.

~~How can we be talking with the fire union?~~

If you are determined to approve these MOA's I would

Remove the language adding the agreements in the CBA and put an expiration date of 12/31/2024.

CC's
12/17/23
2:10 PM
\$100,000

For
Frank

will force the

On March 15, 2022 Commissioner Montagnino defunded the Assistant Chief of Police position stating that the position was duplicative and mirrored the Police Chief position. He said he would use the funds formally allocated to the AC position, to start a 3 phase initiative to increase patrol and put more personnel on the streets. I don't remember hearing anything about this after phase 1. I do know that Assistant Chief Jillson's position was abolished and defunded and he left the position on April 9, 2022. I want to thank him for all his years of service to our city. I am very pleased that the Commissioner has since seen the error of his ways and put the Assistant Chief position back in the budget, and I want to congratulate Eric Warfield on his promotion to Assistant Chief. I know he will do a fantastic job.

Thank you to Mayor Kim and Comm. Montagnino
for your service,

Zimbra

lisa.ribis@saratoga-springs.org

12/19/23 Public Comment

From : Sara Nucera <sara331@gmail.com>

Tue, Dec 19, 2023 05:16 PM

Subject : 12/19/23 Public Comment

To : public comment <public.comment@saratoga-springs.org>

CAUTION: This email originated outside of the City network. Please contact IT Support if you need assistance determining if it's a threat before opening attachments or clicking any links.

My name is Sara Nucera and I am a resident of Saratoga Springs, NY.

My comment this evening pertains to the extension of the contract for RISE to operate the homeless shelter at 4 Adelphi Street from January 1st, 2024, to December 31st 2024.

We can all agree that as a city it is our responsibility to keep all our residents safe- both housed and unhoused.

Saratoga Springs has made the news all year regarding the issue of homelessness. One of the most newsworthy was the announcement of a public and privately funded shelter to get individuals out of the Woodlawn parking garage and provide a safe place.

Recently I learned that the Adelphi Street shelter operated by RISE is not licensed by New York State. However, the local UDO (which includes rules for the community) states that *"all homeless shelters must be licensed by and follow all regulations established by New York State"*.

Why is this shelter not licensed? I reached out to all members of this council and was able to have conversations with all of you which I appreciate- Thank You. I heard different versions and reasons as to why the shelter isn't licensed, so I am still not sure of the answer.

I do know that the City Council moved to make the shelter happen in June as a moral decision because it was necessary to "clean up Woodlawn garage" and that licensing wasn't part of that decision at that time.

If the City Council is knowingly allowing an unlicensed low barrier shelter to operate within proximity to families and businesses in Saratoga- what kind of risk does that create to the taxpayers who are funding this shelter?

If RISE has been operating this shelter for the past six months and looks to be for the next year (or even longer) wouldn't they, as the provider of professional services, want to be licensed? If not to comply with local laws, but for an agency that provides services to ensure unhoused individuals are safe shouldn't they have all necessary licensing?

My request is that the Council address the lack of licensing.

If the contract is to be renewed for another year, should RISE be required to obtain a New York State license to operate the Adelphi Street homeless shelter in Saratoga Springs?

Thank you.

Sent from [Mail](#) for Windows

I want to speak up about procedural flaws in the Restorative Justice RFQ process, concerns about the winning quote, documents submitted during the process, requirements not met to move forward with this contract. Should corrective action be warranted based on these findings

The actual RFQ is not posted with the other documents on the agenda. It is understanding that the RFQ did not include mention of a budget and that the scope was not specifically defined. There is no addendum to show bidders budget or scope clarification questions were asked. The winning bidder also references the Restorative Justice Resolution. In an email, Jessie House apologizes to Rested Root for attaching the Restorative Justice Resolution. That raises the question as to which prospective bidders were provided the resolution? Just Rested Root by accident per the email? Could the winning bidder also have been provided the resolution as they referenced it in their bid? What about The Restorative Center, did they receive it?

The winning quote, when submitted by John Cutro, to Deputy Mayor, Angela Rella, copied the Restorative Justice Panel email and Pastor Heather Williams' email. That is not following the proper instructions of submitting the quote to the Deputy Mayor per the RFQ. It is not common to provide email addresses of the panel evaluating the RFQ in the actual RFQ. As stated in the winning proposal, sending the proposal to Deputy Rella was the directive. These are just additional indications that the bidding process for this RFQ was not fair and equitable to all bidding service providers.

Furthermore, the Ives-Fenton Counseling Services quote references the budget cap? (page 5 "not to exceed total cap" and page 7 "limit on RFQ")

During the 11/15/23 Restorative Justice Panel meeting, Camille Daniels and Heather Williams publicly criticized the other bidder for submitting a proposal that they said was not to scope or budget. Comments were made that the bid was not responsive and went off the rails. (1:12:23). They also stated that the other bidder did not follow instructions which disqualifies them (1:49:16). Again, the RFQ budget was brought up in a comment that the winning bidder was within the budget (1:42:10). This suggests that equal information was not provided because the RFQ did not have a clearly defined scope or budget.

It is also concerning the number of times it is mentioned that the co-chairs met with and spent hours with the winning bidder (1:22:09). They state to the other panel members that the winning bidders are not "random strangers" Many on the panel met them (58:14) and spoke with them. Another statement that the winning bidder came to a meeting (1:42:10). This is not the only meeting where that bidder was mentioned. Watch previous meetings to hear many references to consulting with that bidder before the award of bid. There was talk of communications and consulting with them to develop a proposed survey just to name a few.

That's very unfair not only to other bidders but to the community who could possibly be missing out on an opportunity to work with this other bidder which might have been a better fit if they were given the same information as the winning bidder.

When to use an RFQ. An RFQ is usually used in the procurement of goods and services when the goods or services needed are clearly defined and the only thing needed from the bidder is the cost to provide the goods or services requested. If this is not the case, an RFP is the appropriate method no matter the budget cap, if specified.

Another question- Why is the City's Communications Coordinator sending out RFQs? That is not in her job description and based on her apologies for attaching a document she didn't intend to attach, she does not have the appropriate experience to perform this task proficiently. In an email sent to the Restorative Justice Panel by Ms. House on 12/13, she lists the bidders as Restorative Justice Program (Ives-Fenton at the end of the line), The Restorative Center, and Rested Root. Why not just Ives-Fenton Counseling instead of Restorative Justice Program which is run by John Cutro?

Contract and Insurance Issues

The winning bid was submitted by Ives-Fenton Counseling services, owned by Constance Fenton Ives, Social Worker and Sole Proprietor. Included was a Risk and Safety Agreement for Vendor Services signed 12/13/23. The Risk and Safety Agreement is to be submitted with the quote which was due 11/13/23. This is not for Vendor Services. This is for Professional Services which require specific insurances.

The first contract, attached to the pre-agenda, with Ives-Fenton Counseling Services, signed 12/1/23 is accompanied by Certificates of Insurance dated 12/1 and 12/13 held by Ives-Fenton Counseling. The types of insurance provided and amounts were either missing or did not meet requirements of dollar amount or the City of Saratoga Springs was not listed as additional insured or certificate holder on all.

The second contract, on the current agenda, is with Ives-Fenton Consulting and Training Services. The bid was submitted by Ives-Fenton Counseling Services. That makes one wonder. Has the company name and structure changed? I've been told there is a process in changing a business name including notifying the IRS. How did that happen so quickly? Is it still a sole proprietorship or is it now a partnership? If these three individuals are billing separately as subcontractors, they would each need to provide their own insurances to satisfy the city's requirement for professional services coverage.

The new contract is signed 12/14/23. The contract line listing the service to be provided is very specific and is not what was asked for in the RFQ email sent out to at least one of the bidders. Why is it different from the requested services? The Risk and Safety Agreement is still for vendor services. Attached are two Certificates of Insurance from the same producer. Two dated 12/15/23. An additional certificate, dated 12/1/23 is missing the cover page with coverage

amounts. The first two now list the insured as Ives Fenton Consulting and Training Services, with an error in the street address. The umbrella excess insurance has two conflicting amounts of coverage on the 12/15 certificates of insurance. The third lists the insured as Ives Fenton Counseling Services and is missing the accompanying Certificate of Insurance from the Producer of that insurance which is different from the Producer of the other insurances.

Restorative Justice is a concept and practice arguably foreign to most. It is important to take time and make sure all procedures have been followed correctly in order to ensure the bids are competitive, based on the same information provided to all potential bidders. Considering all the details in this document, City Council has the onus to further investigate the validity of the RFQ and highly probable subsequent resulting effects, before moving forward with a contract this evening. The most prudent course would be to reissue as an RFP with fidelity and commitment to proper procedures. Community buy in is essential. Starting off with City Officials setting an example though transparent, fair and equitable procurement procedures seem like a good start.

Thank you for your time,
Dina Henke

Fwd: City council, December 19, 2023

From : Citizens SaratogaSprings <saverspace@gmail.com> Tue, Dec 19, 2023 10:04 PM
Subject : Fwd: City council, December 19, 2023
To : Lisa Ribis <lisa.ribis@saratoga-springs.org>

CAUTION: This email originated outside of the City network. Please contact IT Support if you need assistance determining if it's a threat before opening attachments or clicking any links.

My public comment

Mary Beth Delarm

Mary Beth

Begin forwarded message:

From: Mary Beth Delarm <challengerss@yahoo.com>
Date: December 19, 2023 at 5:33:17 PM EST
To: Citizens SaratogaSprings <saverspace@gmail.com>
Subject: **City council, December 19, 2023**

The news reported on **Friday evening**, Dec 8 at night, Black lives matter, had a pro Hamas march on our city streets. I'm here to remind commissioners and mayor When an assembly Limits safe access with vehicular and pedestrian traffic to parking, stores, homes, and other businesses, our constitution states this is a violation of the first amendment and **not permitted in the right to assemble.**

The land we live on, was purchased by each of the residents who reside here, and we pay dearly with our taxes to maintain our constitutional freedoms. It is up to the commissioners of our city Council to ensure that all of the people who reside and do business here in Saratoga have the appropriate enforcement of our liberties, **Not** just a select few.

Because of the inattentiveness that pervades City Council, I find it necessary to repeat that... in regards to the first amendment there is **also a limit to freedom of speech, and that is when hateful language is used and harms others.**

hateful language as we have seen exemplified across this nation can and has become unsafe and a risk toward not only the people who it is used **against**, BUT **in the company of.** One reason why many children of the City don't attend these

meetings, nor their parents permit them to listen **in during** public comment. Don't you comprehend, that by not enforcing our constitution , You restrict audience participation to what should be open to any citizen, especially those who reside in our city.

Permitting abusive language provokes victims to be harmed, demoralized, and threatened. Your mayorship has enabled hate speech time and again at meetings by the continual silent approval and refusing to stop the harm from escalating.

By doing, so, and allowing verbal assaults, is an abuse of power. Hence there are many people who feel that you endanger lives, and the city's reputation.

This has deteriorated to an extent many have chosen rather than to hear constant bullying and hateful speech with profane outbursts, to refrain from meetings altogether, let alone the City itself. Rather than become a perpetrator participant, it is up to you to see everyone's constitutional rights are protected. **Not just a select few.**

Elise Stefanik, our great congresswoman recently said it best that when hateful context turns to conduct it is **bullying and harassment. Thus, harmful AND unacceptable. You** cross the line when you encourage poor behavior instead of cease it.

As we close 2023 I ask people everywhere to pray our next mayor will be a good role model, and lead the way void of vernacular abuse, as he pledges to protect all of SaratogaSprings not just some.

In summary of what **Thomas Jefferson** once said, **our liberties are forfeited** and it has a **harmful effect on others when there is consent with disregard to dignity.**

On a budget note:

Now that we've increased the budget and lawsuits due to risk and safety and hiring more people and needing to raise taxes, do we really need the increase of salary upgrades and is on call pay for Saratoga city employees (many new) on top of all these other astronomical finances legal?

Lastly, I can't believe you didnt open a public hearing again o in regards to the truck traffic issues.

I ask why you ignored, commissioner Goleb's plea thank you for all your service for today for 23 good or bad it's a big commitment on van dam truck signage limits and review alternatives and other state approvals before

voting on something when you don't have all your information ?

**Thank you for all your service for 2023; good or bad choices, it is a big
commitment!**

GOLDBERGER AND KREMER

ATTORNEYS AND COUNSELORS AT LAW

50 BEAVER STREET

SUITE 204

ALBANY, NEW YORK 12207

518/436-8313

FAX NO. 518/436-8316

BRYAN J. GOLDBERGER*

BRIAN S. KREMER

LAUREN P. MCCLUSKEY

***ALSO ADMITTED IN PENNSYLVANIA**

October 24, 2023

Via email at Christy.Spadaro@cityofsaratoga-springs.org

Ms. Christy Spadaro
Human Resources Administrator
City of Saratoga Springs
City Hall - Broadway
Saratoga Springs, NY 12019

Re: Position Upgrade Policy

Dear Ms. Spadaro:

You have asked for my opinion on the Position Upgrade Policy of the City of Saratoga Springs as set forth in the City's Finance Policy and Procedures Manual. The Position Upgrade Policy sets forth the procedure to be followed in the event an upgrade to a higher salary grade for a particular position is being considered. According to the policy, the Civil Service Commission, the Union representing the position(s), the Human Resources Administrator and the Commissioner of Finance must approve of the upgrade before it is submitted to the City Council for final approval. The Mayor's role appears to be limited to voting on the salary upgrade as a member of the City Council.

It is my understanding that the City intends to upgrade the salary of one or more positions in the "City Hall Unit" represented by CSEA pursuant to the policy. As set forth below, it is my opinion that it would be unlawful to apply the policy to upgrade positions in the "City Hall Unit."

The allocation of a position to a salary grade is generally not a mandatory subject of negotiations (See CSEA v. PERB, 248 AD2d 882). However, the collective bargaining agreement addressing the terms and conditions of employment of employees in the "City Hall Unit" contains the specific salary grade to which each position is to be assigned. The inclusion of a non-mandatory subject of negotiations in a collective bargaining agreement converts that subject to a mandatorily negotiable term and condition of employment (See City of Cohoes, 31 PERB 3020). Therefore, while the allocation of a position to a salary grade is generally not a mandatory subject of negotiations, salary grade allocation is a mandatory subject of negotiations for employees in the "City Hall Unit" because the collective bargaining agreement contains the specific grade to which each position is

to be applied. It is an improper practice to change mandatorily negotiable terms and conditions of employment without bargaining, even if the change is beneficial to the employees (See NYS Civil Service Law Section 209-a).

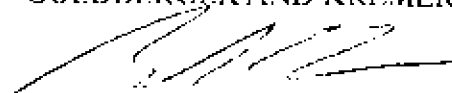
The Position Upgrade Policy appears to require that CSEA approve the salary upgrade which would likely satisfy the requirement that the salary upgrades be negotiated with the union representing the employee. However, only the Chief Executive Officer of a public employer may negotiate with a union regarding the terms and conditions of employment and only the Chief Executive Officer can reach an agreement regarding same (See NYS Civil Service Law Section 201(12)). The role of the legislative body is generally limited to the approval of matters that require the expenditure of funds (See NYS Civil Service Law Section 204-a). In the City of Saratoga Springs, the Mayor is the Chief Executive Officer. Therefore, only the Mayor has the authority to negotiate and reach an agreement with CSEA regarding terms and conditions of employment and the City Council's role is limited to approving those agreements which will result in the expenditure of funds.

It is my opinion that the Position Upgrade Policy usurps the authority of the Mayor to negotiate and reach an agreement with CSEA regarding the salary grade(s) of persons in the City Hall Unit. Any policy that does not allow the Mayor to exercise his authority to negotiate and reach an agreement on mandatorily negotiable terms and conditions of employment is unlawful.

I hope the foregoing adequately addresses your inquiry. I would be happy to discuss this matter further with you, the Mayor, and/or members of the City Council.

Very Truly Yours,

GOLDBERGER AND KREMER

A handwritten signature in black ink, appearing to read 'Brian S. Kremer', written over a horizontal line.

Brian S. Kremer



City of Saratoga Springs
OFFICE OF THE MAYOR

Mayor Ron Kim

CITY HALL
474 Broadway
Saratoga Springs, NY 12866
Telephone 518-587-3550

Angela T. Rella
Deputy Mayor

Melissa Briggs
Executive Assistant

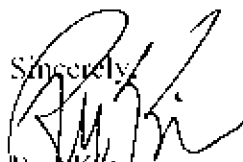
December 20, 2023

Michelle Larkin
Executive Director
Rebuilding Together Saratoga County
132 Milton Ave
Ballston Spa, NY 12020

Dear Ms. Larkin,

As Mayor of Saratoga Springs, I would like to offer my support for Rebuilding Together Saratoga County and their funding application through the New York State Office of Homes and Community Renewal Affordable Housing Corporation. The work that Rebuilding Together Saratoga County performs is crucial for our homeowners in need. Since 2003, the nonprofit housing organization has ensured that the most vulnerable populations can live independently in safe and healthy homes with dignity.

The demand for affordable housing is a critical nation-wide issue and in July 2023, Governor Hochul signed Executive Order 30 creating the Pro-Housing Community Program – an innovative policy designed to reward local governments that are working hard to address New York's housing crisis. It is my hope that the City of Saratoga Springs can aid in expanding Rebuilding Together Saratoga County and their financial capacity to keep up with demand for their 'pro-housing' services.

Sincerely,

Ron Kim
Mayor

TO: CITY COUNCIL
CC: MAYOR ELECT SAFFORD
COMMISSIONER ELECT COLL
CHIEF TYLER MCINTOSH
ASSISTANT CHIEF ERIC WARFIELD
FROM: MAYOR RON KIM
DATE: DECEMBER 18, 2023

I. INTRODUCTION

This memo will document the Office of the Mayor ("Mayor") and City Attorney's interactions with the New York State Attorney General's Office ("NYSAG") from late 2021 to 12/31/2023, during the course and within the scope of my employment as Mayor of the City of Saratoga Springs. I am providing this information to the next City Council and the public to maintain full transparency and to ensure continuity with the incoming City Council.

None of the information disclosed below has been identified as being "confidential" or "privileged" by the NYSAG or the City Attorney's office. The information being shared are facts or reasonable assumptions/inferences from these facts.

II. BACKGROUND

On or about November 10, 2021, then Mayor Meg Kelly, Commissioner of Public Safety Robin Dalton and members of the Saratoga Springs City Police Department received a wide-ranging request for information for all documents including emails, phone records, text messages and other relevant information regarding several police actions and arrests during the period from 2020 to 2021. See attached Exhibit 1.

Prior to initially taking office, in December 2021, I was informed in a private meeting with the former City Attorney that the City had responded to these subpoenas in full and I therefore took no additional action on this matter during my first year in office.

III. ATTORNEY GENERAL'S INVESTIGATION

The Mayor's Office and City Attorneys met via telephone conference with the NYSAG several times to discuss its investigation. I attended all of these conferences, with at least one representative of the City Attorney's office, Anthony Izzo or Michael Phillips. Deputy Mayor Rella was involved in almost all of the meetings.

On or about October 17, 2022, I learned that there was an unknown number of documents and digital hard drives which were potentially responsive to the NYSAG's requests that were in the custody and control of John Aspland, a private attorney with an office in Glens Falls. This information was apparently sent to Aspland sometime in the fall of 2021 and had remained there. It was my understanding that Aspland did not formally represent the City in this investigation but had apparently been asked by the City's insurance company to retain these documents. See Exhibit 2.

As a result of this discovery, we had our first meeting with NYSAG on November 4, 2022, almost a full year after I was told that the City had fully complied with all its document requests. This was my first direct contact with NYSAG and as a result of this telephone conversation I immediately dispatched the City Attorney to retrieve all documents retained by Aspland. After certifying that there was no information protected by the attorney client privilege, this information was turned over to NYSAG. Also, as a result of this conference call with NYSAG, I asked City Attorney Izzo to ensure that all responsive information had been produced by double-checking with all relevant departments in City Hall.

We had several follow-up conference calls with NYSAG during the first half of 2023 to check the status of its information requests. During these discussions NYSAG discussed additional informational needs they had in light of its ongoing investigation and specified information that they believed was still outstanding. During these meetings we detailed the steps we had taken to fully provide all requested information. I also mentioned to them that in terms of digital data, we could not guarantee, nor even describe what "preservation" methods were used prior to 2022 because the IT Manager had retired several months prior and the current IT staff was entirely new. Accordingly, I could not guarantee if information had been lost, not retained, or even destroyed prior to 2022. I also mentioned to them that under the "Commission Form" of government, neither the Mayor's office nor the City Attorney's office had the authority to order the production of documents or information from the separate and independent departments that comprise City Hall and thus advised NYSAG to consider issuing subpoenas if there were additional requests for information needs.

After these meetings, NYSAG issued several additional subpoenas to the City, and they also asked the City Attorney's office to obtain "certifications" from all the separate City Hall Departments that it had been fully responsive to its subpoenas. The new subpoenas were issued as follows:

- November 4, 2022- See Exhibit 3
- February 7, 2023, Subpoena—See Exhibit 4
- May 4, 2023, Subpoena—See Exhibit 5
- July 21, 2023, Subpoena-See Exhibit 6

The City Attorney's office worked with each department of City Hall to respond to each of these new subpoenas, and per NYSAG's request we obtained certifications from each Department.

On August 31, 2023, NYSAG contacted us and explained that while they had received additional information as a result of the new subpoenas, there were a number of gaps and omissions. NYSAG explained that their examination of the information that had been produced revealed that there were definitely missing documents, emails, texts and other information. One specific concern NYSAG pointed out was the inability for the City to automatically and seamlessly capture text messages, voicemails and phone

records from City land and cellphone lines. Furthermore, they indicated that their final report would most likely provide a fuller picture of what was missing and make specific recommendations as to steps the City would need to take to improve its data retention policy. During this conversation, I explained to NYSAG that the Mayor's office had already identified digital software that it was planning to acquire that would enhance our ability to capture this information. See Exhibit 7- Purchase Contract for Software by Mayor's Office.

During this period NYSAG conducted a series of oral examinations of former city officials and members of the SSPD. We insisted that the City be allowed to attend and one of the City attorneys attended each for the City.

Also, during this period, the City began to receive Freedom of Information Law ("FOIL") requests from a variety of parties seeking information relative to the NYSAG's investigation. During our meetings with the NYSAG we discussed these requests and from these discussions it became clear to us that while FOIL had a general exception to disclosure when a governmental agency investigation was pending, it did not completely bar all requests for information. Accordingly, the City Attorney's Office did determine, after discussions with NYSAG, that some requests for information must be responded to, and in fact the City did disclose some texts, emails and documents that were also produced in connection with the NYSAG investigation.

On November 20, 2023, I was told during a conference call with NYSAG, that the investigation was concluded, and a "final report" was imminent. At this time, NYSAG, explained that it was likely to seek a "consent agreement" with the City to change several City and SSPD policies and procedures and establish a periodic monitoring procedure, assuming the City agreed to the measures. NYSAG's representatives, outlined several specific measures that I interpreted to be potentially part of the "consent" agreement:

- Prohibit any elected City official from demanding that an individual be arrested;
- Prohibit the arrest of any member of the public attending a City Council meeting for speech protected by the First Amendment;
- Improve SSPD's response to protests and other First Amendment gatherings with specific prohibitions and trainings;
- Improve SSPD's internal affairs and discipline protocols;
- Require the City enhance its records retention policies for all departments, including the automatic retention of email, text and other digital communications;
- Require the City's Civilian Review Board to promote citizen participation;
- Require that all arrests during a protest be reported to NYSAG's office;
- Require the City to report twice a year on its compliance with the consent order.

During this conversation and a subsequent phone call on November 21, 2023, I encouraged NYSAG to contact us when it was ready to move forward, and also outlined possible methods by which we could engage the City Council, the SSPD and its

officers, and the public at large to ensure that there was a full dialogue between all interested parties. I specifically pointed out that the current City Council had only two more regularly scheduled City Council meetings (December 5 and 19, 2023) to respond to any final report. Thereafter, in 2024, NYSAG would be addressing this matter with a new City Council. To date, other than a December 6, 2023, email from NYSAG stating no report had been issued, neither the Mayor's office nor the City Attorney have had any further communication from NYSAG.

IV. COSTS OF INVESTIGATION

At several points during the past two years, I have reported to the City Council and the public the total "out of pocket costs" of NYSAG's investigation, as it is NOT covered by insurance, nor was it budgeted in the 2022 or 2023 budgets as a separate line item. Currently, the City Council has approved a total of \$70,880 for outside counsel to represent a number of former officials and other employees. Here is a full breakdown of what has been approved by the City Council, based on requests by the attorneys for former officials and other employees:

• Former Mayor Meg Kelly	\$26,430.00
• Former Commissioner Robin Dalton	\$29,000.00
• Former Deputy Mayor Lisa Shields	\$ 8,625.00
• Former Deputy Commissioner Eileen Finneran	\$ 9,000.00
• Current members of the SSPD	\$11,226.00
TOTAL TO DATE	\$70,880.00



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

LETITIA JAMES
ATTORNEY GENERAL

DIVISION OF SOCIAL JUSTICE
CIVIL RIGHTS BUREAU

November 10, 2021

VIA USPS AND ELECTRONIC MAIL

Vincent J. DeLeonardis
City Attorney
City of Saratoga Springs
474 Broadway, Ste. 21
Saratoga Springs, NY 12866
vince.deleonardis@city.saratoga-springs.org

Re: Saratoga Springs Police Department

Dear Mr. DeLeonardis:

The New York State Office of the Attorney General (OAG) is investigating whether the Saratoga Springs Police Department (SSPD) has violated state and federal law by targeting protesters with excessive force and retaliatory arrest. The OAG opened this investigation following multiple complaints that a high-ranking SSPD official threatened to retaliate against protesters based on the content of their speech and then acted on that threat. Our review of publicly available documents raises concerns that SSPD may have engaged in a pattern or practice of constitutional violations in its policing of public protests, including the use of excessive force, unlawful searches and seizures, racially motivated enforcement, and violations of the First Amendment, including retaliatory arrest. You are instructed not to retaliate against anyone you believe to have submitted a complaint to the OAG or who is cooperating in this investigation.

As part of the OAG's investigation, we request that you provide our office with the following documents, subject to the definitions and instructions below, created during, or reflecting information concerning, the period from January 2021 to the present, unless otherwise indicated:

DEFINITIONS

1. "All" means "any and all" and "any" means "any and all."

2. "And" and "or" should be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.
3. "Saratoga Springs Police Department" or "SSPD" includes its employees, administrators, officers, agents, and representatives.
4. "Concerning" means relating to, referring to, describing, evidencing, regarding or constituting.
5. "Document" means any written, recorded, printed, imprinted, digitized, or graphic matter, whether an original, a draft, or a copy, whether produced, reproduced, or stored on papers, cards, tapes, belts, computer devices, and each and every tangible thing from which information can be processed or transcribed, such as tape or other electronic data communications. The term includes, but is not limited to, letters, memoranda, notes, instructions, reports, analyses, telegrams, telexes, diaries, calendars, studies, logs, journals, books, notebooks, plans, records, forms, charts, graphs, recordings, photographs (positive prints and negatives), slides, work-sheets, customer checks, credit card charge slips, computation sheets, computer printouts and programs, voice mail, web site and e-mail tapes, discs, microfilm, microfiche, any marginal comments appearing on any document, and copies of documents which are not identical duplications of the originals (e.g., because handwritten or "blind" copy notes appear thereon or are attached thereto).
6. "Employee" means any person carried on the payroll of, or who receives proceeds from, the Saratoga Springs Police Department, either as a salaried or hourly employee, a full-time or part-time employee, a temporary, probationary or permanent employee, employee on commission, or independent contractor.
7. "Including" means without limitation.
8. "Misconduct" refers to any allegation of officer conduct as contrary to law or policy or otherwise deficient or inappropriate that relates to stops and frisks, searches and seizures, arrests and charges, use of force, the failure of officers to intervene to protect civilians from officer misconduct, unlawful home entries, bias, the use of racial or other bias-based epithets, racial profiling, harassment and retaliation, and officer untruthfulness.
9. "Protest" refers to a public demonstration, rally, or gathering of a single person or group of persons expressing a statement or action in support of or objection against anything.
10. "SSPD Personnel" refers to all rank and file officers, civilian employees, and SSPD leadership at all levels including Chief.
11. "Relevant Period" refers to the period between January 1, 2021 and the present.
12. The singular of any word includes the plural; the plural of any word includes the singular.

13. The use of a verb in any tense should be construed as the use of that verb in all other tenses, wherever necessary to bring within the scope of the document request all responses which might otherwise be construed to be outside its scope.

Instructions

1. **Manner of Compliance – Search Terms, Predictive Coding or Automated Document Review.** If you plan to comply with the document requests enumerated in this request using search terms, predictive coding, or any form of automated document review, please submit a proposal on or before November 30, 2021, detailing the following:
 - a. the underlying complete universe of documents responsive to each request contained in this request, prior to the exclusion of any document through search terms, predictive coding, or automated review, by custodian, if applicable; and
 - b. the proposed keywords, metadata filters, threading, clustering, near duplicate grouping, analytics, predictive coding, or other forms of technology-assisted review employed to exclude any documents from your review or to withhold documents from production without review, including a “hit list” showing how many documents are responsive to each proposed search term or filter applied to the underlying complete universe of documents available.
2. **Preservation of Relevant Documents and Information; Spoliation.** Please preserve Documents and information relevant or potentially relevant to this request from destruction or loss. Your duty to preserve such documents for litigation or investigation supersedes any data retention policy to the contrary.
3. **Possession, Custody, and Control.** This request calls for all responsive Documents or information in your possession, custody, or control. This includes, without limitation, Documents or information possessed or held by any present or former officers, directors, employees, agents, representatives, divisions, affiliates, subsidiaries, or Persons from whom you could request Documents or information. If Documents or information responsive to a request in this request are in your control, but not in your possession or custody, please promptly identify the Person with possession or custody.
4. **No Documents Responsive to Requests.** If there are no Documents responsive to any particular request, please state so in writing.
5. **Format of Production.** Unless otherwise specified and agreed to by OAG staff, all responsive documents should be produced in electronic format with the enumerated metadata fields indicated in the specifications set out in **Attachments 1 and 2.**
6. **Existing Organization of Documents to be Preserved.** Regardless of whether a production is in electronic or paper format, each Document should be produced in the same form, sequence, organization, or other order or layout in which it was maintained before

production in the ordinary course of business, including but not limited to, production of any Document or other material indicating filing or other organization. Such production should include without limitation any file folder, file jacket, cover, or similar organizational material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in your files should remain so attached in any production; or if such production is electronic, should be accompanied by notation or information sufficient to indicate clearly such physical attachment.

7. Document Numbering. All Documents responsive to this request, regardless of whether produced or withheld on ground of privilege or other legal doctrine, and regardless of whether production is in electronic or paper format, should be numbered in the lower right corner of each page of such Document, without disrupting or altering the form, sequence, organization, or other order or layout in which such Documents were maintained before production. Such number should comprise a prefix containing a two- or three-letter abbreviation of the producing Person's name, followed by a unique, sequential, identifying document control number.
8. Privilege. If you withhold any Document responsive to this request on the ground of privilege or other legal doctrine, please submit with the Documents produced a statement in writing that:
 - a. specifies the privilege or other asserted basis for withholding the Document;
 - b. describes the nature and general topic or subject matter of the Document;
 - c. identifies the persons who prepared the document and any persons to whom the Document was sent or disclosed;
 - d. identifies any persons who have seen or had possession of the Document; and,
 - e. specifies the dates on which the Document was prepared, transmitted and received.
9. Documents No Longer in Your Possession. If any Document requested herein was formerly in your possession, custody, or control but is no longer available, or no longer exists, please submit a statement in writing that:
 - a. describes in detail the nature of such Document and its contents;
 - b. identifies the Person who prepared the Document and any persons to whom the document was sent or disclosed;
 - c. identifies all Persons who have seen or had possession of such Document;

- d. specifies the date on which such Document was prepared, transmitted, and received;
- e. specifies the date on which the document was unavailable, lost, or destroyed and specifies the reason why such Document is unavailable, including without limitation whether it was misplaced, lost, destroyed, or transferred, and if such Document has been destroyed or transferred, the conditions of and reasons for such destruction or transfer and the identity of the Persons requesting and performing such destruction or transfer; and identifies all Persons with knowledge of any portion of the contents of the Document.

10. Cover Letter. Accompanying any production made pursuant to this request, please include a cover letter that should at a minimum provide an index containing:

- a. a description of the type and content of each Document produced therewith;
- b. the paragraph number of any requests to which each such Document is responsive;
- c. the identity of any Custodian of each such Document; and
- d. the document control number of each such Document.

Document Requests

1. Documents sufficient to identify the organizational structure of the SSPD, including name, date of creation, and description for any units, bureaus, or sections in the Department, as well as the names, titles, ranks, and job descriptions of SSPD Personnel within each of those units and the current department organizational chart.
2. All communications, including public statements, emails, text messages, and voicemails, related to Assistant Chief John Catone's June 28, 2021 statement that he would, in sum and substance, "pull out every single connection my family has made over the last 130 years and I will stop your narrative."
3. All communications, including public statements, emails, text messages, and voicemails during the Relevant Period concerning any protests or planned protests.
4. All video, including drone footage, body-worn camera footage, surveillance camera footage, and video from any other source, of the following events:
 - a. The July 14, 2021 protest in downtown Saratoga Springs;
 - b. The July 14, 2021 automobile stop of Marques Filien and Alexis Brown;
 - c. Any 2021 arrests or stops of:
 - i. Molly Dunn
 - ii. Arlo Zwickler
 - iii. Tiemogo Sangare
 - iv. Chandler Hickenbottom
 - v. Samira Sangare
 - vi. Anthony Davis
 - vii. Adam Walker
 - viii. Andre Simmons
 - ix. Jamaica M. Miles
 - x. Alexander C. Patterson
 - xi. Jessica Akyiano
 - xii. Alexis Figuereo
 - xiii. Gabrielle Elliot
 - xiv. Michael Janidlo
 - xv. Derek Van Dermakr
 - d. The September 21, 2021 incident in which the SSPD restricted public access to Saratoga Springs City Court, as referenced in Chief of Police Shane L. Crooks's October 6, 2021 letter.
5. All documentation and communications, including police reports, emails, text messages, official statements, and voicemails made or received by SSPD officials or anybody else employed by the City of Saratoga Springs concerning the following:

- a. The July 14, 2021 protest in downtown Saratoga Springs;
 - b. The July 14, 2021 automobile stop of Marcus Filien and Alexis Brown;
 - c. Any 2021 arrests or stops of:
 - i. Molly Dunn
 - ii. Arlo Zwickler
 - iii. Tiemogo Sangare
 - iv. Chandler Hickenbottom
 - v. Samira Sangare
 - vi. Anthony Davis
 - vii. Adam Walker
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 - ix. Jamaica M. Miles
 - x. Alexander C. Patterson
 - xi. Jessica Akyiano
 - xii. Alexis Figuereo
 - xiii. Gabrielle Elliot
 - xiv. Michael Janidlo
 - xv. Derek Van Dermakr
 - d. The September 21, 2021 incident in which the SSPD restricted public access to Saratoga Springs City Court, as referenced in Chief of Police Shane L. Crooks's October 6, 2021 letter.
6. All warrant affidavits or transcripts of any testimony given by any member of the SSPD to obtain arrest or search warrants for any of the following individuals during the relevant period:
- i. Molly Dunn
 - ii. Arlo Zwickler
 - iii. Tiemogo Sangare
 - iv. Chandler Hickenbottom
 - v. Samira Sangare
 - vi. Anthony Davis
 - vii. Adam Walker
 - viii. Andre Simmons
 - ix. Jamaica M. Miles
 - x. Alexander C. Patterson
 - xi. Jessica Akyiano
 - xii. Alexis Figuereo
 - xiii. Gabrielle Elliot
 - xiv. Michael Janidlo
 - xv. Derek Van Dermakr
 - xvi. Marcus Filien
 - xvii. Alexis Brown

7. All communications between any member of the SSPD or any other employee of the City of Saratoga Springs with the Child Protective Services Office of the New York State Office of Children and Family Services concerning allegations of endangering the welfare of a child or any other allegation of child abuse against Gabrielle Elliot or Alexis Figuereo.
8. Documentation of all information from “undercover officers” indicating that Marcus Fillen or Alexis Brown possessed weapons during the Relevant Period.
9. All ordinances, collective bargaining agreements or contracts, along with all relevant attachments, between the City of Saratoga Springs and any police union. Please include any side agreements, memoranda of understanding, or other arrangements that relate to such bargaining agreements or contracts, as well as disciplinary, grievance, or arbitration awards and judicial, administrative, or quasi-judicial decisions.
10. All case files, police reports, and other documents or communications, including text messages and emails, concerning any ongoing investigation of the July 14, 2021 protest in downtown Saratoga Springs.
11. All SSPD policies, general orders, procedures, and directives that were effective at any time during the Relevant Period. This includes, but is not limited to:
 - a. SSPD personnel guidebooks or manuals;
 - b. SSPD’s general policy order handbook, procedures, directives, and specialty unit manuals or guidelines, such as Internal Affairs, drug or gang units, etc.;
 - c. Policies, general orders, procedures, and directives for crowd control, crowd management, “disorder control,” or responding to public protests, rallies or demonstrations;
 - d. Patrol guides;
 - e. Policies, general orders, procedures, forms and directives related to:
 - i. Incidents of use of force;
 - ii. De-escalation strategies;
 - iii. Police interactions with civilians, including stops, the issuances of fines or tickets, arrests, and the patrolling of neighborhoods;
 - iv. Police interactions with minors and child witnesses;
 - v. Utilization of offensive and defensive tactics with minors;
 - vi. Police interactions with bystanders and suspects;
 - vii. Police interactions with persons in crisis, and people with special needs, mental illness, or emotional disturbances, including interactions related to the Crisis Intervention Services Office;
 - viii. Police interactions with people with disabilities;
 - ix. Police interactions with pregnant persons;

- x. Community engagement and programming;
 - xi. Equitable policing;
 - xii. Field interviews;
 - xiii. Surveillance operations;
 - xiv. Property control;
 - xv. Forfeiture funds expenditures;
 - xvi. Equal Employment Opportunity Plan for the SSPD;
 - xvii. Recruitment;
 - xviii. Command discipline;
 - xix. Accountability, discipline and misconduct investigations.
12. All policies, procedures, manuals, directives, and documentation regarding SSPD's use of body-worn cameras.
13. All SSPD material providing guidance and interpretations of SSPD policies and procedures provided to SSPD Personnel at any time during the Relevant Period including, but not limited to, departmental notices, roll call notices, departmental bulletins, or communications from command staff regarding matters of policy and procedure.
14. All materials related to SSPD Personnel training that has occurred during the Relevant Period, including but not limited to documents describing training requirements, training curricula, or content (including for academics and ongoing, periodic trainings), the dates of specific training, information about the instructors for training (with job titles and description of relevant experience), and a list of participants for each training. This request includes, but is not limited to, any training materials related to ensuring compliance with the federal, state, and local law and the state and federal constitutions, and preventing misconduct.
15. To the extent not encompassed in the previous request, all training materials, bulletins, instructions, guidelines, directives, or other written material provided to SSPD officers providing guidelines or instructions on how to interact with children, individually and within a group.
16. Documents sufficient to show every arrest made for disorderly conduct, resisting arrest, and obstructing governmental administration related to the July 14 protests, and for each arrest:
- a. The geographic location of the arrest;
 - b. The race, gender, and age of the individual arrested;
 - c. Any co-occurring charge;
 - d. The disposition of the charge(s).

17. Documents sufficient to show every arrest made for disorderly conduct, resisting arrest, and obstructing governmental administration related to the July 30, 2020 “Back the Blue” protest, and for each arrest:
 - a. The geographic location of the arrest;
 - b. The race, gender, and age of the individual arrested;
 - c. Any co-occurring charge;
 - d. The disposition of the charge(s).
18. All documents sufficient to show any instance of a person being charged with false imprisonment for blocking a car within the last five years.
19. All documents sufficient to show any instance of a person being charged with obstruction of governmental administration related to participation at a city council meeting or other public function within the last five years.
20. All documents regarding the acquisition or use of drones, cell site simulators (such as a “Stingray,” “Stingray tracking device,” “KingFish” or “IMSI catcher”), Harpoon signal amplifiers, AmberJack cellphone trackers, GrayKey devices, or any other device designed or used to access the location, usage information, or contents of any electronic devices inclusive of mobile phones.
21. All documents regarding the acquisition and use of automated license plate readers (ALPRs).
22. All documents regarding arrests related to any protest that has taken place in Saratoga Springs since January 1, 2021, made by SSPD officers, including but not limited to:
 - a. the total number of arrests disaggregated by race, date of arrest, and the precinct of the arresting officer;
 - b. arrest number and summons number;
 - c. full name and shield number of the arresting officer;
 - d. geographic location of the arrest (including address if known);
 - e. length and location of pre-arraignment detention, including date and arrest, date and time of arrival at detention facility and date and time of release;
 - f. criminal charge(s);
 - g. Top Charge Category (F, M, V);
 - h. text of arrest details; and
 - i. disposition of any such charge(s).
23. All data regarding criminal summonses related to protests issued by SSPD officers since January 1, 2020, including but not limited to:
 - a. the total number of summonses disaggregated by race, date the summons was issued, and the precinct of the issuing officer;
 - b. summons number;

- c. full name and shield number of the issuing officer;
 - d. location where the summons was issued;
 - e. length of time of arrest, including date and time of stop and date and time of release;
 - f. criminal charge(s); and
 - g. disposition of any such charge(s).
24. All data regarding use of force since January 1, 2021, associated with any police action taken related to protests, including but not limited to:
- a. The type of force used;
 - b. Full name and shield number of officer using force;
 - c. The precinct of the officer using force;
 - d. Whether officer was on-duty or off-duty;
 - e. Location where incident occurred;
 - f. Race and gender of individual against whom force was used; and
 - g. Factual circumstances surrounding the force used.
25. To the extent not encompassed by Request No. 14 and No. 15, all documents regarding the use of or use of drones, cell site simulators (such as a “Stingray,” “Stingray tracking device,” “KingFish” or “IMSI catcher”), Harpoon signal amplifiers, AmberJack cellphone trackers, GrayKey devices, or any other device designed or used to access the location, usage information, or contents of any electronic devices inclusive of mobile phones, or any ALPR, used to plan or implement or otherwise in connection with any police response or action related to any Protest.
26. All materials related to the provision of discipline or remedial action for deficient performance of SSPD Personnel, including, but not limited to:
- a. Policies and procedures for investigating complaints and misconduct (regardless of whether such misconduct was identified through civilian complaints, officer complaints, supervisor complaints or referrals, or through any other means) including the Professional Standards Section manual;
 - b. Any lists or documents used to track SSPD Personnel who have been the subject of multiple misconduct complaints, investigations, or findings (e.g., *Brady* or *Giglio* lists);
 - c. The procedures in effect for adjudicating misconduct investigations and providing remedial action or discipline of SSPD Personnel currently and at any point during the Relevant Period;
 - d. Any discipline matrix or guidance on disciplinary decisions effective at any point during the Relevant Period;
 - e. Any documents describing policies, procedures, or systems used to supervise SSPD Personnel behavior and compliance with the law.

27. All complaints regarding SSPD officer conduct related to improper use of force, retaliatory arrest, or racial bias received by the City of Saratoga Springs, the SSPD, or any oversight agency since January 1, 2020, and all documents related to the investigation of each complaint, including but not limited to:
 - a. all reports, warrant applications, video footage from body-worn camera, dashboard camera, or iPhone, complainant or witness statements, and interview notes related to the alleged misconduct,
 - b. all documents and communications related to the resolution of the complaint, including any written responses to sustained findings and recommendations, record of SSPD Personnel discipline, and changes to SSPD policies.
28. All complaints, including all documents and communications described in request 27, for the following officers:
 - a. Sgt. Timothy Sicko
 - b. Detective Christopher Callahan
 - c. Sgt. Frederick Warfield
 - d. Davis
 - e. Duchesne
 - f. Inv. Stacy Rigano
 - g. Nicolle Christiansen
 - h. Collins
 - i. McDonough
 - j. Perkins
 - k. Arpei
 - l. Barrett
 - m. Booth
 - n. Cadoret
 - o. Camarro
 - p. Cavanaugh
 - q. Coyner Khutoryanskiy
 - r. Dingmon
 - s. Ferris
 - t. Krylowicz
 - u. Lambiaso
 - v. Marotta
 - w. Marshall
 - x. Sgt. Tyler McIntosh
 - y. Mullan
 - z. Murphy
 - aa. Northrup
 - bb. Robertson
 - cc. Streim
 - dd. VanDermark
 - ee. Inv. Megan Davenport
 - ff. Inv. Vanessa Rose

29. For any SSPD Personnel investigated for misconduct by the City of Saratoga Springs, the SSPD in the last five years, or any SSPD Personnel that were named as Defendants in a lawsuit or Notice of Claim alleging unconstitutional or racially biased conduct in the last five years, the name(s) and title(s) of such SSPD Personnel, their personnel file(s), all documents and communications related to discipline taken or not taken against them, including records of all progressive discipline actions and any efforts to monitor their behavior and performance.
30. All documents and communications pertaining to any investigation, whether internal or external, into allegations of racial discrimination or affiliation with white supremacist organizations by any SSPD officer in the last five years.
31. All internal reports generated by or at the direction of the City of Saratoga Springs or the SSPD to measure or evaluate SSPD performance or compliance with the law, including on issues such as racial profiling, stops, frisks, seizures, use of force, crowd-control, and targeted or proactive policing. This request includes the Police Reform Task Force report.
32. A data dictionary defining or describing the meanings of the fields or terms in the data subject to this request.

Thank you for your cooperation in this matter. If there are any other documents or information you wish to provide us to assist in our investigation, please produce those as well. To assist in our timely review of this matter, please produce all responsive documents on a rolling basis, and no later than **December 15, 2021**.

Should you have any questions, please feel free to contact our office at one of the numbers below.

Sincerely,

/s/ Jessica Clarke
Jessica Clarke, Chief
Rick Sawyer, Special Counsel
Civil Rights Bureau
Tyler Nims, Chief
Law Enforcement Misconduct Investigative Office
State of New York
Office of the Attorney General
Jessica.Clarke@ag.ny.gov | (212) 416-8252
Richard.sawyer@ag.ny.gov | (212) 416-6201

Fwd: OAG investigation from summer of 2020

From : Tony Izzo <tony.izzo@saratoga-springs.org> Mon, Oct 17, 2022 10:43 AM
Subject : Fwd: OAG investigation from summer of 2020 📎 1 attachment
To : ron kim <ron.kim@saratoga-springs.org>, Angela Rella
<angela.rella@saratoga-springs.org>

Ron/Angela:

Just got this from John Aspland.

I'll call Mr. Sawyer from the AG office and discuss the verification, but I'd like to discuss with you first. I didn't participate in any review or coordination of documents.

AJI

From: "John D. Aspland" <jda@fmbf-law.com>
To: "tony izzo" <tony.izzo@saratoga-springs.org>
Cc: "Marilyn Rivers" <Marilyn.Rivers@Saratoga-springs.org>, "Robin McFee" <robin.mcfee@saratoga-springs.org>, "Michele A. Smarro" <mas@fmbf-law.com>
Sent: Monday, October 17, 2022 9:54:12 AM
Subject: OAG investigation from summer of 2020

CAUTION: This email originated outside of the City network. Please contact IT Support if you need assistance determining if it's a threat before opening attachments or clicking any links.

Tony:

As you know, the City received the attached from the OAG in the fall of 2021. The City reported the matter to Travelers who then assigned me to review the records that may be responsive to assess potential liability issues for the City etc. The former administration asked that I, as a courtesy make the information available to the OAG as I reviewed same, the City did not hire us on an outside counsel basis. Of course, I was happy to assist and coordinated that effort of document production on a rolling production basis. I received the quoted language below from AAG Rick Sawyer a week ago (and needed to discuss same with Travelers):

"As we prepare to review documents from Meg Kelly and Robin Dalton, we wanted to loop back with you on the completeness of your previous document productions. I think the easiest way to approach this is to have you give written responses to each of our requests verifying completeness or letting us know if you held anything back on privilege grounds. I've reattached the request for convenience."

He would like to know this week if the City can verify as requested, I am sure he can give another week, or if the City would prefer a subpoena be issued, something we avoided previously as we began the rolling production. The rolling production was halted based on the volume of information that was produced and received for analysis. I am aware of only one additional cache of information that I have not reviewed or produced yet and that would be mirror imaged hard drives of several city desk top computers (I believe that is what they are based on the labeling). As I was asked to halt production, those items are in our offices in storage waiting further instruction.

I indicated to Mr. Sawyer that I would need to bring you into the loop on this as this is beyond my retention on behalf of the City via Travelers. As you know, Travelers has disclaimed coverage for the OAG investigation and compliance with same. Travelers was ok with my reviewing and then facilitating the production in the manner that I have but I am not able to verify completeness as I produced what I was provided, I cannot verify that I was provided all records, although I believe I have been. I believe that verification will need to come from you and/or one or more city officials. I did tell Mr. Sawyer that I did not withhold any records I was provided based on privilege, meaning what I received and reviewed was produced in accordance with the OAG attachment.

Michele Smarro of my office uploaded records to a shared drive that she can make available to you for review and Siobhan Buskey used the PD's Evidence.com software to make many records available to the OAG to facilitate its ability to review records.

It appears to me that based on the quoted language from Mr. Sawyer that the OAG wants to compare documents received from former Mayor Kelly and former Comm of Public Safety Dalton.

Let me know if you have any questions or what assistance we can provide.

John

68 Warren Street • P.O. Box 2917
Glens Falls, New York 12801
T: (518) 745-1400 • F: (518) 745-1576
www.fmbf-law.com

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— **2021_11_10 NYAG to Saratoga Springs.pdf**
250 KB



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

SUBPOENA DUCES TECUM
THE PEOPLE OF THE STATE OF NEW YORK

TO: Tony Izzo
City Attorney
City of Saratoga Springs
474 Broadway, Ste. 21
Saratoga Springs, NY 12866
tony.izzo@cityofsaratoga-springs.org

Via Email

PLEASE TAKE NOTICE that the Attorney General is conducting an investigation under New York Executive Law § 75(3). Based upon an initial investigation, the Attorney General has a good faith belief that the Saratoga Springs Police Department has documents and records that are relevant to the investigation.

THEREFORE, under Executive Law § 75(4), we command you or a designated agent, all business and excuses being laid aside, to produce, at the offices of Letitia James, Attorney General of the State of New York, 28 Liberty, 20th Floor, New York, New York, 10005, on or before 5:00 p.m. on **December 1, 2022** the following documents that are within your possession, custody, or control or possession, custody or control of your agents or attorneys, subject to the instructions, definitions and relevant time period set forth below.

PLEASE TAKE FURTHER NOTICE that the City of Saratoga Springs and the Saratoga Springs Police Department shall immediately implement a litigation hold preserving all documents relating to the subject matter of this subpoena, including all documents concerning the specific documents demanded herein.

Definitions

1. "All" means "any and all" and "any" means "any and all."
2. "And" and "or" should be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.
3. "Saratoga Springs Police Department" or "SSPD" includes its employees, administrators, officers, agents, and representatives.

4. "Concerning" means relating to, referring to, describing, evidencing, regarding or constituting.
5. "Document" means any written, recorded, printed, imprinted, digitized, or graphic matter, whether an original, a draft, or a copy, whether produced, reproduced, or stored on papers, cards, tapes, belts, computer devices, and each and every tangible thing from which information can be processed or transcribed, such as tape or other electronic data communications. The term includes, but is not limited to, letters, memoranda, notes, instructions, reports, analyses, telegrams, telexes, diaries, calendars, studies, logs, journals, books, notebooks, plans, records, forms, charts, graphs, recordings, photographs (positive prints and negatives), slides, work-sheets, customer checks, credit card charge slips, computation sheets, computer printouts and programs, voice mail, web site and e-mail tapes, discs, microfilm, microfiche, any marginal comments appearing on any document, and copies of documents which are not identical duplications of the originals (e.g., because handwritten or "blind" copy notes appear thereon or are attached thereto).
6. "Employee" means any person carried on the payroll of, or who receives proceeds from, the Saratoga Springs Police Department, either as a salaried or hourly employee, a full-time or part-time employee, a temporary, probationary or permanent employee, employee on commission, or independent contractor.
7. "Including" means without limitation.
8. "Misconduct" refers to any allegation of officer conduct as contrary to law or policy or otherwise deficient or inappropriate that relates to stops and frisks, searches and seizures, arrests and charges, use of force, the failure of officers to intervene to protect civilians from officer misconduct, unlawful home entries, bias, the use of racial or other bias-based epithets, racial profiling, harassment and retaliation, and officer untruthfulness.
9. "Protest" refers to a public demonstration, rally, or gathering of a single person or group of persons expressing a statement or action in support of or objection against anything.
10. "SSPD Personnel" refers to all rank and file officers, civilian employees, and SSPD leadership at all levels including Chief.
11. "Relevant Period" refers to the period between January 1, 2021 and the present.
12. The singular of any word includes the plural; the plural of any word includes the singular.
13. The use of a verb in any tense should be construed as the use of that verb in all other tenses, wherever necessary to bring within the scope of the document request all responses which might otherwise be construed to be outside its scope.

Time Period

The relevant time period for this subpoena is from **January 1, 2021**, until the present unless otherwise indicated.

Instructions

1. Manner of Compliance Search Terms, Predictive Coding or Automated Document Review. If you plan to comply with the document requests enumerated in this request using search terms, predictive coding, or any form of automated document review, please submit a proposal on or before November 30, 2021, detailing the following:
 - a. the underlying complete universe of documents responsive to each request contained in this request, prior to the exclusion of any document through search terms, predictive coding, or automated review, by custodian, if applicable; and
 - b. the proposed keywords, metadata filters, threading, clustering, near duplicate grouping, analytics, predictive coding, or other forms of technology-assisted review employed to exclude any documents from your review or to withhold documents from production without review, including a “hit list” showing how many documents are responsive to each proposed search term or filter applied to the underlying complete universe of documents available.
2. Preservation of Relevant Documents and Information: Spoliation. Please preserve Documents and information relevant or potentially relevant to this request from destruction or loss. Your duty to preserve such documents for litigation or investigation supersedes any data retention policy to the contrary.
3. Possession, Custody, and Control. This request calls for all responsive Documents or information in your possession, custody, or control. This includes, without limitation, Documents or information possessed or held by any present or former officers, directors, employees, agents, representatives, divisions, affiliates, subsidiaries, or Persons from whom you could request Documents or information. If Documents or information responsive to a request in this request are in your control, but not in your possession or custody, please promptly identify the Person with possession or custody.
4. No Documents Responsive to Requests. If there are no Documents responsive to any particular request, please state so in writing.
5. Format of Production. Unless otherwise specified and agreed to by OAG staff, all responsive documents should be produced in electronic format with the enumerated metadata fields indicated in the specifications set out in **Attachments 1 and 2.**
6. Existing Organization of Documents to be Preserved. Regardless of whether a production is in electronic or paper format, each Document should be produced in the same form, sequence, organization, or other order or layout in which it was maintained before production in the ordinary course of business, including but not limited to, production of any Document or other material indicating filing or other organization. Such production should include without limitation any file folder, file jacket, cover, or similar organizational material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in your files should

remain so attached in any production; or if such production is electronic, should be accompanied by notation or information sufficient to indicate clearly such physical attachment.

7. Document Numbering. All Documents responsive to this request, regardless of whether produced or withheld on ground of privilege or other legal doctrine, and regardless of whether production is in electronic or paper format, should be numbered in the lower right corner of each page of such Document, without disrupting or altering the form, sequence, organization, or other order or layout in which such Documents were maintained before production. Such number should comprise a prefix containing a two- or three-letter abbreviation of the producing Person's name, followed by a unique, sequential, identifying document control number.
8. Privilege. If you withhold any Document responsive to this request on the ground of privilege or other legal doctrine, please submit with the Documents produced a statement in writing that:
 - a. specifies the privilege or other asserted basis for withholding the Document;
 - b. describes the nature and general topic or subject matter of the Document;
 - c. identifies the persons who prepared the document and any persons to whom the Document was sent or disclosed;
 - d. identifies any persons who have seen or had possession of the Document; and,
 - e. specifies the dates on which the Document was prepared, transmitted and received.
9. Documents No Longer in Your Possession. If any Document requested herein was formerly in your possession, custody, or control but is no longer available, or no longer exists, please submit a statement in writing that:
 - a. describes in detail the nature of such Document and its contents;
 - b. identifies the Person who prepared the Document and any persons to whom the document was sent or disclosed;
 - c. identifies all Persons who have seen or had possession of such Document;
 - d. specifies the date on which such Document was prepared, transmitted, and received;
 - e. specifies the date on which the document was unavailable, lost, or destroyed and specifies the reason why such Document is unavailable, including without limitation whether it was misplaced, lost, destroyed, or transferred, and if such

Document has been destroyed or transferred, the conditions of and reasons for such destruction or transfer and the identity of the Persons requesting and performing such destruction or transfer; and identifies all Persons with knowledge of any portion of the contents of the Document.

10. Cover Letter. Accompanying any production made pursuant to this request, please include a cover letter that should at a minimum provide an index containing:

- a. a description of the type and content of each Document produced therewith;
- b. the paragraph number of any requests to which each such Document is responsive;
- c. the identity of any Custodian of each such Document; and
- d. the document control number of each such Document.

Document Requests

1. Documents sufficient to identify the organizational structure of the SSPD, including name, date of creation, and description for any units, bureaus, or sections in the Department, as well as the names, titles, ranks, and job descriptions of SSPD Personnel within each of those units and the current department organizational chart.
2. All communications, including public statements, emails, text messages, and voicemails, related to Assistant Chief John Catone's June 28, 2021 statement that he would, in sum and substance, "pull out every single connection my family has made over the last 130 years and I will stop your narrative."
3. All communications, including public statements, emails, text messages, and voicemails during the Relevant Period concerning any protests or planned protests.
4. All video, including drone footage, body-worn camera footage, surveillance camera footage, and video from any other source, of the following events:
 - a. The July 14, 2021 protest in downtown Saratoga Springs;
 - b. The July 14, 2021 automobile stop of Marques Filien and Alexis Brown;
 - c. Any 2021 arrests or stops of:
 - i. Molly Dunn
 - ii. Arlo Zwicker
 - iii. Tiemogo Sangare
 - iv. Chandler Hickenbottom
 - v. Samira Sangare
 - vi. Anthony Davis
 - vii. Adam Walker
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 - d. The September 21, 2021 incident in which the SSPD restricted public access to Saratoga Springs City Court, as referenced in Chief of Police Shane L. Crooks's October 6, 2021 letter.
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 - ii. Arlo Zwickler
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 - xvi. Marcus Filien
 - xvii. Alexis Brown

7. All communications between any member of the SSPD or any other employee of the City of Saratoga Springs with the Child Protective Services Office of the New York State Office of Children and Family Services concerning allegations of endangering the welfare of a child or any other allegation of child abuse against Gabrielle Elliot or Alexis Figueroa.
8. Documentation of all information from “undercover officers” indicating that Marcus Fillen or Alexis Brown possessed weapons during the Relevant Period.
9. All ordinances, collective bargaining agreements or contracts, along with all relevant attachments, between the City of Saratoga Springs and any police union. Please include any side agreements, memoranda of understanding, or other arrangements that relate to such bargaining agreements or contracts, as well as disciplinary, grievance, or arbitration awards and judicial, administrative, or quasi-judicial decisions.
10. All case files, police reports, and other documents or communications, including text messages and emails, concerning any ongoing investigation of the July 14, 2021 protest in downtown Saratoga Springs.
11. All SSPD policies, general orders, procedures, and directives that were effective at any time during the Relevant Period. This includes, but is not limited to:
 - a. SSPD personnel guidebooks or manuals;
 - b. SSPD’s general policy order handbook, procedures, directives, and specialty unit manuals or guidelines, such as Internal Affairs, drug or gang units, etc.;
 - c. Policies, general orders, procedures, and directives for crowd control, crowd management, “disorder control,” or responding to public protests, rallies or demonstrations;
 - d. Patrol guides;
 - e. Policies, general orders, procedures, forms and directives related to:
 - i. Incidents of use of force;
 - ii. De-escalation strategies;
 - iii. Police interactions with civilians, including stops, the issuances of fines or tickets, arrests, and the patrolling of neighborhoods;
 - iv. Police interactions with minors and child witnesses;
 - v. Utilization of offensive and defensive tactics with minors;
 - vi. Police interactions with bystanders and suspects;
 - vii. Police interactions with persons in crisis, and people with special needs, mental illness, or emotional disturbances, including interactions related to the Crisis Intervention Services Office;
 - viii. Police interactions with people with disabilities;
 - ix. Police interactions with pregnant persons;

- x. Community engagement and programming;
 - xi. Equitable policing;
 - xii. Field interviews;
 - xiii. Surveillance operations;
 - xiv. Property control;
 - xv. Forfeiture funds expenditures;
 - xvi. Equal Employment Opportunity Plan for the SSPD;
 - xvii. Recruitment;
 - xviii. Command discipline;
 - xix. Accountability, discipline and misconduct investigations.
12. All policies, procedures, manuals, directives, and documentation regarding SSPD's use of body-worn cameras.
 13. All SSPD material providing guidance and interpretations of SSPD policies and procedures provided to SSPD Personnel at any time during the Relevant Period including, but not limited to, departmental notices, roll call notices, departmental bulletins, or communications from command staff regarding matters of policy and procedure.
 14. All materials related to SSPD Personnel training that has occurred during the Relevant Period, including but not limited to documents describing training requirements, training curricula, or content (including for academics and ongoing, periodic trainings), the dates of specific training, information about the instructors for training (with job titles and description of relevant experience), and a list of participants for each training. This request includes, but is not limited to, any training materials related to ensuring compliance with the federal, state, and local law and the state and federal constitutions, and preventing misconduct.
 15. To the extent not encompassed in the previous request, all training materials, bulletins, instructions, guidelines, directives, or other written material provided to SSPD officers providing guidelines or instructions on how to interact with children, individually and within a group.
 16. Documents sufficient to show every arrest made for disorderly conduct, resisting arrest, and obstructing governmental administration related to the July 14 protests, and for each arrest:
 - a. The geographic location of the arrest;
 - b. The race, gender, and age of the individual arrested;
 - c. Any co-occurring charge;
 - d. The disposition of the charge(s).

17. Documents sufficient to show every arrest made for disorderly conduct, resisting arrest, and obstructing governmental administration related to the July 30, 2020 “Back the Blue” protest, and for each arrest:
 - a. The geographic location of the arrest;
 - b. The race, gender, and age of the individual arrested;
 - c. Any co-occurring charge;
 - d. The disposition of the charge(s).
18. All documents sufficient to show any instance of a person being charged with false imprisonment for blocking a car within the last five years.
19. All documents sufficient to show any instance of a person being charged with obstruction of governmental administration related to participation at a city council meeting or other public function within the last five years.
20. All documents regarding the acquisition or use of drones, cell site simulators (such as a “Stingray,” “Stingray tracking device,” “KingFish” or “IMSI catcher”), Harpoon signal amplifiers, AmberJack cellphone trackers, GrayKey devices, or any other device designed or used to access the location, usage information, or contents of any electronic devices inclusive of mobile phones.
21. All documents regarding the acquisition and use of automated license plate readers (ALPRs).
22. All documents regarding arrests related to any protest that has taken place in Saratoga Springs since January 1, 2021, made by SSPD officers, including but not limited to:
 - a. the total number of arrests disaggregated by race, date of arrest, and the precinct of the arresting officer;
 - b. arrest number and summons number;
 - c. full name and shield number of the arresting officer;
 - d. geographic location of the arrest (including address if known);
 - e. length and location of pre-arraignment detention, including date and arrest, date and time of arrival at detention facility and date and time of release;
 - f. criminal charge(s);
 - g. Top Charge Category (F, M, V);
 - h. text of arrest details; and
 - i. disposition of any such charge(s).
23. All data regarding criminal summonses related to protests issued by SSPD officers since January 1, 2020, including but not limited to:
 - a. the total number of summonses disaggregated by race, date the summons was issued, and the precinct of the issuing officer;
 - b. summons number;

- c. full name and shield number of the issuing officer;
 - d. location where the summons was issued;
 - e. length of time of arrest, including date and time of stop and date and time of release;
 - f. criminal charge(s); and
 - g. disposition of any such charge(s).
24. All data regarding use of force since January 1, 2021, associated with any police action taken related to protests, including but not limited to:
- a. The type of force used;
 - b. Full name and shield number of officer using force;
 - c. The precinct of the officer using force;
 - d. Whether officer was on-duty or off-duty;
 - e. Location where incident occurred;
 - f. Race and gender of individual against whom force was used; and
 - g. Factual circumstances surrounding the force used.
25. To the extent not encompassed by Request No. 14 and No. 15, all documents regarding the use of or use of drones, cell site simulators (such as a “Stingray,” “Stingray tracking device,” “KingFish” or “IMSI catcher”), Harpoon signal amplifiers, AmberJack cellphone trackers, GrayKey devices, or any other device designed or used to access the location, usage information, or contents of any electronic devices inclusive of mobile phones, or any ALPR, used to plan or implement or otherwise in connection with any police response or action related to any Protest.
26. All materials related to the provision of discipline or remedial action for deficient performance of SSPD Personnel, including, but not limited to:
- a. Policies and procedures for investigating complaints and misconduct (regardless of whether such misconduct was identified through civilian complaints, officer complaints, supervisor complaints or referrals, or through any other means) including the Professional Standards Section manual;
 - b. Any lists or documents used to track SSPD Personnel who have been the subject of multiple misconduct complaints, investigations, or findings (e.g., *Brady* or *Giglio* lists);
 - c. The procedures in effect for adjudicating misconduct investigations and providing remedial action or discipline of SSPD Personnel currently and at any point during the Relevant Period;
 - d. Any discipline matrix or guidance on disciplinary decisions effective at any point during the Relevant Period;
 - e. Any documents describing policies, procedures, or systems used to supervise SSPD Personnel behavior and compliance with the law.

27. All complaints regarding SSPD officer conduct related to improper use of force, retaliatory arrest, or racial bias received by the City of Saratoga Springs, the SSPD, or any oversight agency since January 1, 2020, and all documents related to the investigation of each complaint, including but not limited to:
 - a. all reports, warrant applications, video footage from body-worn camera, dashboard camera, or iPhone, complainant or witness statements, and interview notes related to the alleged misconduct,
 - b. all documents and communications related to the resolution of the complaint, including any written responses to sustained findings and recommendations, record of SSPD Personnel discipline, and changes to SSPD policies.
28. All complaints, including all documents and communications described in request 27, for the following officers:
 - a. Sgt. Timothy Sicko
 - b. Detective Christopher Callahan
 - c. Sgt. Frederick Warfield
 - d. Davis
 - e. Duchesne
 - f. Inv. Stacy Rigano
 - g. Nicolle Christiansen
 - h. Collins
 - i. McDonough
 - j. Perkins
 - k. Arpei
 - l. Barrett
 - m. Booth
 - n. Cadoret
 - o. Camarro
 - p. Cavanaugh
 - q. Coyner Khutoryanskiy
 - r. Dingmon
 - s. Ferris
 - t. Krylowicz
 - u. Lambiaso
 - v. Marotta
 - w. Marshall
 - x. Sgt. Tyler McIntosh
 - y. Mullan
 - z. Murphy
 - aa. Northrup
 - bb. Robertson
 - cc. Streim
 - dd. VanDermark
 - ee. Inv. Megan Davenport
 - ff. Inv. Vanessa Rose

29. For any SSPD Personnel investigated for misconduct by the City of Saratoga Springs, the SSPD in the last five years, or any SSPD Personnel that were named as Defendants in a lawsuit or Notice of Claim alleging unconstitutional or racially biased conduct in the last five years, the name(s) and title(s) of such SSPD Personnel, their personnel file(s), all documents and communications related to discipline taken or not taken against them, including records of all progressive discipline actions and any efforts to monitor their behavior and performance.
30. All documents and communications pertaining to any investigation, whether internal or external, into allegations of racial discrimination or affiliation with white supremacist organizations by any SSPD officer in the last five years.
31. All internal reports generated by or at the direction of the City of Saratoga Springs or the SSPD to measure or evaluate SSPD performance or compliance with the law, including on issues such as racial profiling, stops, frisks, seizures, use of force, crowd-control, and targeted or proactive policing. This request includes the Police Reform Task Force report.
32. A data dictionary defining or describing the meanings of the fields or terms in the data subject to this request.
33. All communications with any other municipal, state, or federal law enforcement agency during the Relevant Period concerning:
 - a. Black Lives Matter
 - b. BLM
 - c. All of Us
 - d. Molly Dunn
 - e. Arlo Zwicker
 - f. Tiemogo Sangare
 - g. Chandler Hickenbottom
 - h. Samira Sangare
 - i. Anthony Davis
 - j. Adam Walker
 - k. Andre Simmons
 - l. Jamaica M. Miles
 - m. Alexander C. Patterson
 - n. Jessica Akyiano
 - o. Lexis Figuereo
 - p. Gabrielle Elliot
 - q. Michael Janidlo
 - r. Derek Van Dermakr
 - s. Marcus Filien

t. Alexis Brown

Should you have any questions, please feel free to contact our office at one of the numbers below.

Sincerely,

/s/ Rick Sawyer

Jessica Clarke, Chief

Rick Sawyer, Special Counsel

Louisa Irving, Assistant Attorney General

Civil Rights Bureau

Tyler Nims, Chief

Law Enforcement Misconduct Investigative Office

State of New York

Office of the Attorney General

Richard.sawyer@ag.ny.gov | (212) 416-6201



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

SUBPOENA DUCES TECUM
THE PEOPLE OF THE STATE OF NEW YORK

TO: Tony Izzo
City Attorney
City of Saratoga Springs
474 Broadway, Ste. 21
Saratoga Springs, NY 12866
tony.izzo@saratoga-springs.org

Via Email

YOU ARE HEREBY COMMANDED, under Executive Law § 75(4), that, all business and excuses being laid aside, to produce to the Office of the Attorney General of the State of New York, Letitia James, 28 Liberty Street, New York, New York 10005, in accordance with the Instructions and Definitions below, any and all documents requested in the attached Schedule that are in Your possession, custody or control, including documents in the possession, custody and control of entities that You own or control in whole or in part. Your production of Documents in response to this subpoena should be addressed to the attention of Rick Sawyer, Esq., Special Counsel, Civil Rights Bureau, and may be submitted by mail or electronic mail provided it is received by **March 6, 2023** or any agreed upon adjourned date thereafter.

PLEASE TAKE NOTICE that the Attorney General deems the Documents and testimony requested by this subpoena to be relevant and material to an investigation and inquiry undertaken in the public interest.

PLEASE TAKE FURTHER NOTICE that disobedience of this subpoena by failing to deliver the documents and information requested in the attached schedule on the date, time and place stated above or any agreed adjourned date and time may subject Saratoga Springs to prosecution under New York law.

PLEASE TAKE FURTHER NOTICE that the City of Saratoga Springs and the Saratoga Springs Police Department shall immediately implement a litigation hold preserving all documents relating to the subject matter of this subpoena, including all documents concerning the specific documents demanded herein.

WITNESS, the Honorable Letitia James, Attorney General of the State of New York, this
7th day of February 2023.

By: s/ Kyle S. Rapinan
Kyle S. Rapinan, Esq.
Assistant Attorney General
Civil Rights Bureau
Kyle.Rapinan@ag.ny.gov
(212) 416-8618

Rick Sawyer, Esq.
Special Counsel, Civil Rights Bureau
Richard.Sawyer@ag.ny.gov
(212) 416-6182

Definitions

1. "All" means "any and all" and "any" means "any and all."
2. "And" and "or" should be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.
3. "Saratoga Springs Police Department" or "SSPD" includes its employees, administrators, officers, agents, and representatives.
4. "Concerning" means relating to, referring to, describing, evidencing, regarding or constituting.
5. "Document" means any written, recorded, printed, imprinted, digitized, or graphic matter, whether an original, a draft, or a copy, whether produced, reproduced, or stored on papers, cards, tapes, belts, computer devices, and each and every tangible thing from which information can be processed or transcribed, such as tape or other electronic data communications. The term includes, but is not limited to, letters, memoranda, notes, instructions, reports, analyses, telegrams, telexes, diaries, calendars, studies, logs, journals, books, notebooks, plans, records, forms, charts, graphs, recordings, photographs (positive prints and negatives), slides, work-sheets, customer checks, credit card charge slips, computation sheets, computer printouts and programs, voice mail, web site and e-mail tapes, discs, microfilm, microfiche, any marginal comments appearing on any document, and copies of documents which are not identical duplications of the originals (e.g., because handwritten or "blind" copy notes appear thereon or are attached thereto).
6. "Employee" means any person carried on the payroll of, or who receives proceeds from, the Saratoga Springs Police Department, either as a salaried or hourly employee, a full-time or part-time employee, a temporary, probationary or permanent employee, employee on commission, or independent contractor.
7. "Including" means without limitation.
8. "Misconduct" refers to any allegation of officer conduct as contrary to law or policy or otherwise deficient or inappropriate that relates to stops and frisks, searches and seizures, arrests and charges, use of force, the failure of officers to intervene to protect civilians from officer misconduct, unlawful home entries, bias, the use of racial or other bias-based epithets, racial profiling, harassment and retaliation, and officer untruthfulness.
9. "Protest" refers to a public demonstration, rally, or gathering of a single person or group of persons expressing a statement or action in support of or objection against anything.
10. "SSPD Personnel" refers to all rank and file officers, civilian employees, and SSPD leadership at all levels including Chief.
11. "Relevant Period" refers to the period between November 10, 2021, to February 3, 2023.

12. The singular of any word includes the plural; the plural of any word includes the singular.
13. The use of a verb in any tense should be construed as the use of that verb in all other tenses. wherever necessary to bring within the scope of the document request all responses which might otherwise be construed to be outside its scope.

Time Period

The relevant time period for this subpoena is from **November 10, 2021**, until **February 3, 2023**, unless otherwise indicated.

Instructions

1. Manner of Compliance Search Terms, Predictive Coding or Automated Document Review. If you plan to comply with the document requests enumerated in this request using search terms, predictive coding, or any form of automated document review, please submit a proposal on or before February 21, 2023 detailing the following:
 - a. the underlying complete universe of documents responsive to each request contained in this request, prior to the exclusion of any document through search terms, predictive coding, or automated review, by custodian, if applicable; and
 - b. the proposed keywords, metadata filters, threading, clustering, near duplicate grouping, analytics, predictive coding, or other forms of technology-assisted review employed to exclude any documents from your review or to withhold documents from production without review, including a “hit list” showing how many documents are responsive to each proposed search term or filter applied to the underlying complete universe of documents available.
2. Preservation of Relevant Documents and Information: Spoliation. Please preserve Documents and information relevant or potentially relevant to this request from destruction or loss. Your duty to preserve such documents for litigation or investigation supersedes any data retention policy to the contrary.
3. Possession, Custody, and Control. This request calls for all responsive Documents or information in your possession, custody, or control. This includes, without limitation, Documents or information possessed or held by any present or former officers, directors, employees, agents, representatives, divisions, affiliates, subsidiaries, or Persons from whom you could request Documents or information. If Documents or information responsive to a request in this request are in your control, but not in your possession or custody, please promptly identify the Person with possession or custody.
4. No Documents Responsive to Requests. If there are no Documents responsive to any particular request, please state so in writing.
5. Format of Production. Unless otherwise specified and agreed to by OAG staff, all responsive documents should be produced in electronic format with the enumerated metadata fields indicated in the specifications set out in **Attachments 1 and 2**.
6. Existing Organization of Documents to be Preserved. Regardless of whether a production is in electronic or paper format, each Document should be produced in the same form, sequence, organization, or other order or layout in which it was maintained before production in the ordinary course of business, including but not limited to, production of any Document or other material indicating filing or other organization. Such production should include without limitation any file folder, file jacket, cover, or similar organizational material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in your files should

remain so attached in any production; or if such production is electronic, should be accompanied by notation or information sufficient to indicate clearly such physical attachment.

7. Document Numbering. All Documents responsive to this request, regardless of whether produced or withheld on ground of privilege or other legal doctrine, and regardless of whether production is in electronic or paper format, should be numbered in the lower right corner of each page of such Document, without disrupting or altering the form, sequence, organization, or other order or layout in which such Documents were maintained before production. Such number should comprise a prefix containing a two- or three-letter abbreviation of the producing Person's name, followed by a unique, sequential, identifying document control number.
8. Privilege. If you withhold any Document responsive to this request on the ground of privilege or other legal doctrine, please submit with the Documents produced a statement in writing that:
 - a. specifies the privilege or other asserted basis for withholding the Document;
 - b. describes the nature and general topic or subject matter of the Document;
 - c. identifies the persons who prepared the document and any persons to whom the Document was sent or disclosed;
 - d. identifies any persons who have seen or had possession of the Document; and,
 - e. specifies the dates on which the Document was prepared, transmitted and received.
9. Documents No Longer in Your Possession. If any Document requested herein was formerly in your possession, custody, or control but is no longer available, or no longer exists, please submit a statement in writing that:
 - a. describes in detail the nature of such Document and its contents;
 - b. identifies the Person who prepared the Document and any persons to whom the document was sent or disclosed;
 - c. identifies all Persons who have seen or had possession of such Document;
 - d. specifies the date on which such Document was prepared, transmitted, and received;
 - e. specifies the date on which the document was unavailable, lost, or destroyed and specifies the reason why such Document is unavailable, including without limitation whether it was misplaced, lost, destroyed, or transferred, and if such

Document has been destroyed or transferred, the conditions of and reasons for such destruction or transfer and the identity of the Persons requesting and performing such destruction or transfer; and identifies all Persons with knowledge of any portion of the contents of the Document.

10. Cover Letter. Accompanying any production made pursuant to this request, please include a cover letter that should at a minimum provide an index containing:

- a. a description of the type and content of each Document produced therewith;
- b. the paragraph number of any requests to which each such Document is responsive;
- c. the identity of any Custodian of each such Document; and
- d. the document control number of each such Document.

Document Requests

1. The SSPD incident reports concerning the protests in Saratoga Springs on January 31, 2023, and February 3, 2023.
2. To the extent not requested above, all command instructions, including incident briefings, operational plans, logs, bulletins, roll calls, PowerPoints, and emails, given by SSPD officers or civilian supervisors, concerning the protests on January 31, 2023, and February 3, 2023.
3. To the extent not requested above, any other written instructions given to SSPD police officers by superior officers or civilian supervisors concerning the protests on January 31, 2023, and February 3, 2023, whether conveyed by email, text message, or other means.
4. All SSPD policies, general orders, procedures, and directives issued since November 10, 2021 concerning the following topics:
 - a. Crowd control, crowd management, dispersal orders, "disorder control," or responding to public protests, rallies or demonstrations;
 - b. Patrol guides, and;
 - c. Policies, general orders, procedures, forms and directives related to:
 - i. Incidents of use of force;
 - ii. De-escalation strategies;
 - iii. Police interactions with civilians, including stops, the issuances of fines or tickets, arrests, and the patrolling of neighborhoods;
 - iv. Police interactions with bystanders and suspects;
 - v. Community engagement and programming;
 - vi. Equitable policing;
 - vii. Field interviews;
 - viii. Surveillance operations;
 - ix. Property control;
 - x. Command discipline.

Certification of Business Records

State of _____)
) ss.:
County of _____)

_____, being duly sworn, deposes and says:

1. I am the duly authorized custodian or other qualified witness of the business records of _____,

I am familiar with the business practices and procedures of _____ and have the authority to make this certification.

2. To the best of my knowledge, after reasonable inquiry, the records produced in response to the subpoena are accurate versions of the documents described in the subpoena that are in my possession, custody or control.
3. To the best of my knowledge, after reasonable inquiry, the records represent all the documents described in the subpoena duces tecum except that the following documents are missing for the reason stated:

4. The records produced were made by the personnel or staff of the business, or persons acting under their control, in the regular course of business, at the time of the act, transaction, occurrence or event recorded therein, or within a reasonable time thereafter, and it was the regular course of business to make such records.

Sworn to before me this ____

day of _____, 2023

Notary Public

ATTACHMENT 1
Electronic Document Production Specifications

Unless otherwise specified and agreed to by the Office of Attorney General, all responsive documents must be produced in LexisNexis® Concordance® format in accordance with the following instructions. Any questions regarding electronic document production should be directed to the Assistant Attorney General whose telephone number appears on the subpoena.

1. **Concordance Production Components.** A Concordance production consists of the following component files, which must be produced in accordance with the specifications set forth below in Section 7.
 - A. ***Metadata Load File.*** A delimited text file that lists in columnar format the required metadata for each produced document.
 - B. ***Extracted or OCR Text Files.*** Document-level extracted text for each produced document or document-level optical character recognition ("OCR") text where extracted text is not available.
 - C. ***Single-Page Image Files.*** Individual petrified page images of the produced documents in tagged image format ("TIF"), with page-level Bates number endorsements.
 - D. ***Opticon Load File.*** A delimited text file that lists the single-page TIF files for each produced document and defines (i) the relative location of the TIF files on the production media and (ii) each document break.
 - E. ***Native Files.*** Native format versions of non-printable or non-print friendly produced documents.
2. **Production Folder Structure.** The production must be organized according to the following standard folder structure:
 - data\ (contains production load files)
 - images\ (contains single-page TIF files, with subfolder organization)
 \0001, \0002, \0003...
 - native_files\ (contains native files, with subfolder organization)
 \0001, \0002, \0003...
 - text\ (contains text files, with subfolder organization)
 \0001, \0002, \0003...
3. **De-Duplication.** You must perform global de-duplication of stand-alone documents and email families against any productions pursuant to this or previously related subpoenas.
4. **Paper or Scanned Documents.** Documents that exist only in paper format must be scanned to single-page TIF files and OCR'd. The resulting electronic files should be pursued in Concordance format pursuant to these instructions. You must contact the Assistant Attorney General whose telephone number appears on the subpoena to discuss

(i) any documents that cannot be scanned, and (ii) how information for scanned documents should be represented in the metadata load file.

5. Structured Data. Before producing structured data, including but not limited to relational databases, transactional data, and xml pages, you must first speak to the Assistant Attorney General whose telephone number appears on the subpoena. Structured data is data that has a defined length and format and includes, but is not limited to, relational databases, graphical databases, JSON files, or xml/html pages.

A. Relational Databases

1. Database tables should be provided in CSV or other delimited machine-readable, non-proprietary format, with each table in a separate data file. The preferred delimiter is a vertical bar "|". If after speaking with the Assistant Attorney General and it is determined that the data cannot be exported from a proprietary database, then the data can be produced in the proprietary format so long as the Office of the Attorney General is given sufficient access to that data.

2. Each database must have an accompanying Data Dictionary.

3. Dates and numbers must be clearly and consistently formatted and, where relevant, units of measure should be explained in the Data Dictionary.

4. Records must contain clear, unique identifiers, and the Data Dictionary must include explanations of how the files and records relate to one another.

5. Each data file must also have an accompanying summary file that provides total row counts for the entire dataset and total row counts.

B. Compression

1. If Documents are provided in a compressed archive, only standard lossless compression methods (e.g., gzip, bzip2, and ZIP) shall be used. Media files should be provided in their original file format, with metadata preserved and no additional lossy encoding applied.

6. Media and Encryption. All documents must be produced on CD, DVD, or hard-drive media. After consultation with the Assistant Attorney General, Documents may also be produced over a secure file transfer protocol (FTP), a pre-approved cloud-based platform (e.g. Amazon Web Services S3 bucket), or the Attorney General's cloud platform OAGCloud. All production media must be protected with a strong, randomly-generated password containing at least 16 alphanumeric characters and encrypted using Advanced Encryption Standard with 256-bit key length (AES-256). Passwords for electronic documents, files, compressed archives and encrypted media must be provided separately from the media.

7. Production File Requirements.

A. ***Metadata Load File***

- Required file format:
 - ASCII or UTF-8
 - Windows formatted CR + LF end of line characters, including full CR + LF on last record in file.
 - .dat file extension
 - Field delimiter: (ASCII decimal character 20)
 - Text Qualifier: | (ASCII decimal character 254). Date and pure numeric value fields do not require qualifiers.
 - Multiple value field delimiter: ; (ASCII decimal character 59)
- The first line of the metadata load file must list all included fields. All required fields are listed in Attachment 2.
- Fields with no values must be represented by empty columns maintaining delimiters and qualifiers.
- **Note:** All documents must have page-level Bates numbering (except documents produced only in native format, which must be assigned a document-level Bates number). The metadata load file must list the beginning and ending Bates numbers (BEGDOC and ENDDOC) for each document. For document families, including but not limited to emails and attachments, compound documents, and uncompressed file containers, the metadata load file must also list the Bates range of the entire document family (ATTACHRANGE), beginning with the first Bates number (BEGDOC) of the "parent" document and ending with the last Bates number (ENDDOC) assigned to the last "child" in the document family.
- Date and Time metadata must be provided in separate columns.
- Accepted date formats:
 - mm/dd/yyyy
 - yyyy/mm/dd
 - yyymmdd
- Accepted time formats:
 - hh:mm:ss (if not in 24-hour format, you must indicate am/pm)
 - hh:mm:ss:mmm

B. ***Extracted or OCR Text Files***

- You must produce individual document-level text files containing the full extracted text for each produced document.
- When extracted text is not available (for instance, for image-only documents) you must provide individual document-level text files containing the document's full OCR text.
- The filename for each text file must match the document's beginning Bates number (BEGDOC) listed in the metadata load file.
- Text files must be divided into subfolders containing no more than 500 to 1000 files.

C. ***Single-Page Image Files (Petrified Page Images)***

- Where possible, all produced documents must be converted into single-page tagged image format (“TIF”) files. See Section 7.E below for instructions on producing native versions of documents you are unable to convert.
- Image documents that exist only in non-TIF formats must be converted into TIF files. The original image format must be produced as a native file as described in Section 7.E below.
- For documents produced only in native format, you must provide a TIF placeholder that states “Document produced only in native format.”
- Each single-page TIF file must be endorsed with a unique Bates number.
- The filename for each single-page TIF file must match the unique page-level Bates number (or document-level Bates number for documents produced only in native format).
- Required image file format:
 - CCITT Group 4 compression
 - 2-Bit black and white
 - 300 dpi
 - Either .tif or .tiff file extension.
- TIF files must be divided into subfolders containing no more than 500 to 1000 files. Where possible documents should not span multiple subfolders.

D. ***Opticon Load File***

- Required file format:
 - ASCII
 - Windows formatted CR + LF end of line characters
 - Field delimiter: , (ASCII decimal character 44)
 - No Text Qualifier
 - .opt file extension
- The comma-delimited Opticon load file must contain the following seven fields (as indicated below, values for certain fields may be left blank):
 - ALIAS or IMAGEKEY – the unique Bates number assigned to each page of the production.
 - VOLUME – this value is optional and may be left blank.
 - RELATIVE PATH – the filepath to each single-page image file on the production media.
 - DOCUMENT BREAK – defines the first page of a document. The only possible values for this field are “Y” or blank.
 - FOLDER BREAK – defines the first page of a folder. The only possible values for this field are “Y” or blank.
 - BOX BREAK – defines the first page of a box. The only possible values for this field are “Y” or blank.
 - PAGE COUNT – this value is optional and may be left blank.
- ***Example:***
ABC00001,,IMAGES:0001:ABC00001.tif,Y,,2
ABC00002,,IMAGES:0001:ABC00002.tif,,,

ABC00003,,IMAGES:0002:ABC00003.tif,Y,,,I
ABC00004,,IMAGES:0002:ABC00004.gif,Y,,,I

E. *Native Files*

- Non-printable or non-print friendly documents (including but not limited to spreadsheets, audio files, video files and documents for which color has significance to document fidelity) must be produced in their native format.
- The filename of each native file must match the document's beginning Bates number (BEGDOC) in the metadata load file and retain the original file extension.
- For documents produced only in native format, you must assign a single document-level Bates number and provide an image file placeholder that states "Document produced only in native format."
- The relative paths to all native files on the production media must be listed in the NATIVEFILE field of the metadata load file.
- Native files that are password-protected must be decrypted to conversion and produced in decrypted form. In cases where this cannot be achieved the document's password must be listed in the metadata load file. The password should be placed in the COMMENTS field with the format Password: <PASSWORD>.
- You may be required to supply a software license for proprietary documents produced only in native format.

ATTACHMENT 2
Required Fields for Metadata Load File

FIELD NAME	FIELD DESCRIPTION	FIELD VALUE EXAMPLE¹
DOCID	Unique document reference (can be used for de-duplication).	ABC0001 or ###.#####.###
BEGDOC	Bates number assigned to the first page of the document.	ABC0001
ENDDOC	Bates number assigned to the last page of the document.	ABC0002
BEGATTACH	Bates number assigned to the first page of the parent document in a document family (<i>i.e.</i> , should be the same as BEGDOC of the parent document, or PARENTDOC).	ABC0001
ENDATTACH	Bates number assigned to the last page of the last child document in a family (<i>i.e.</i> , should be the same as ENDDOC of the last child document).	ABC0008
ATTACHRANGE	Bates range of entire document family.	ABC0001 - ABC0008
PARENTDOC	BEGDOC of parent document.	ABC0001
CHILDDOCS	List of BEGDOC's of all child documents, delimited by ";" when field has multiple values.	ABC0002; ABC0003; ABC0004...
DOCREQ	List of particular Requests for Documents to be Produced in the subpoena	1; 2; 3 . . .
INTERROG	List of particular [Requests for Information] [interrogatories] in the subpoena	1; 2; 3 . . .
COMMENTS	Additional document comments, such as passwords for encrypted files.	

¹ Examples represent possible values and not required format unless the field format is specified in Attachment 1.

NATIVEFILE	Relative file path of the native file on the production media.	\\Native_File\Folder\...\\ABEGDOC.txt
SOURCE	For scanned paper records this should be a description of the physical location of the original paper record. For loose electronic files this should be the name of the file server or workstation where the files were gathered.	Company Name, Department Name, Location. Box Number...
CUSTODIAN	Owner of the document or file.	Firstname Lastname, Lastname, Firstname, User Name; Company Name, Department Name...
FROM	Sender of the email.	Firstname Lastname < FLastname (@domain >
TO	All to: members or recipients, delimited by ";" when field has multiple values.	Firstname Lastname < FLastname (@domain >; Firstname Lastname < FLastname (@domain >; ...
CC	All cc: members, delimited by ";" when field has multiple values.	Firstname Lastname < FLastname (@domain >; Firstname Lastname < FLastname (@domain >; ...
BCC	All bcc: members, delimited by ";" when field has multiple values	Firstname Lastname < FLastname (@domain >; Firstname Lastname < FLastname (@domain >; ...
SUBJECT	Subject line of the email.	
DATERCVD	Date that an email was received.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMERCVD	Time that an email was received.	hh:mm:ss AM/PM or hh:mm:ss

DATESENT	Date that an email was sent.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMESENT	Time that an email was sent.	hh:mm:ss AM/PM or hh:mm:ss
CALBEGDATE	Date that a meeting begins.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
CALBEGTIME	Time that a meeting begins.	hh:mm:ss AM/PM or hh:mm:ss
CALENDDATE	Date that a meeting ends.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
CALENDTIME	Time that a meeting ends.	hh:mm:ss AM/PM or hh:mm:ss
CALENDAR DUR	Duration of a meeting in hours.	0.75, 1.5, ...
ATTACHMENTS	List of filenames of all attachments, delimited by ";" when field has multiple values.	AttachmentFileName; AttachmentFileName.doc x; AttachmentFileName.pdf; ...
NUMATTACH	Number of attachments.	1, 2, 3, 4, ...
RECORDTYPE	General type of record.	IMAGE; LOOSE E- MAIL; E-MAIL; E-DOC; IMAGE ATTACHMENT; LOOSE E-MAIL ATTACHMENT; E- MAIL ATTACHMENT; E-DOC ATTACHMENT
FOLDERLOC	Original folder path of the produced document.	Drive\Folder\...\A
FILENAME	Original filename of the produced document.	Filename.ext
DOCEXT	Original file extension.	html, xls, pdf
DOCTYPE	Name of the program that created the produced document.	Adobe Acrobat, Microsoft Word, Microsoft Excel, Corel WordPerfect...

TITLE	Document title (if entered).	
AUTHOR	Name of the document author.	Firstname Lastname; Lastname, First Name; FLastname
REVISION	Number of revisions to a document.	18
DATECREATED	Date that a document was created.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMECREATED	Time that a document was created.	hh:mm:ss AM/PM or hh:mm:ss
DATEMOD	Date that a document was last modified.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMEMOD	Time that a document was last modified.	hh:mm:ss AM/PM or hh:mm:ss
FILESIZE	Original file size in bytes.	128, 512, 1024...
PGCOUNT	Number of pages per document.	1, 2, 10, 100...
IMPORTANCE	Email ity level if set.	Low, Normal, High
TIFFSTATUS	Generated by the Law Pre-discovery production tool (leave blank if inapplicable).	Y, C, E, W, N, P
DUPSTATUS	Generated by the Law Pre-discovery production tool (leave blank if inapplicable).	P
MD5HASH	MD5 hash value computed from native file (a/k/a file fingerprint).	BC1C5CA6C1945179FE E144F25F51087B
SHA1HASH	SHA1 hash value	B68F4F57223CA7DA358 4BAD7ECF111B8044F86 31
MSGINDEX	Email message ID	



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

SUBPOENA DUCES TECUM
THE PEOPLE OF THE STATE OF NEW YORK

TO: Saratoga Police Department
474 Broadway, Ste. 21
Saratoga Springs, NY 12866

BY: Tony Izzo (*Via Email*)
City Attorney
City of Saratoga Springs
474 Broadway, Ste. 21
Saratoga Springs, NY 12866
tony.izzo@cityof-saratoga-springs.org

YOU ARE HEREBY COMMANDED, under New York Executive Law § 75(3), the Attorney General is conducting an investigation and has a good faith belief the Saratoga Police Department and the City of Saratoga Springs have documents and records that are relevant to the investigation.

YOU ARE FURTHER COMMANDED, under Executive Law § 75(4), we command you or a designated agent, all business and excuses being laid aside, to produce, at the offices of Letitia James, Attorney General of the State of New York, 28 Liberty, 20th Floor, New York, New York, 10005, on or before 5:00 p.m. on **May 18, 2023** the following documents that are within your possession, custody, or control or possession, custody or control of your agents or attorneys, subject to the instructions, definitions and relevant time period set forth below.

PLEASE TAKE NOTICE that the Attorney General deems the documents requested by this subpoena to be relevant and material to an investigation and inquiry undertaken in the public interest.

PLEASE TAKE FURTHER NOTICE that disobedience of this subpoena by failing to deliver the documents and information requested in the attached schedule on the date, time and place stated above or any agreed adjourned date and time may subject the Saratoga Police Department and the City of Saratoga Springs to further action under New York law.

PLEASE TAKE FURTHER NOTICE that the Saratoga Police Department and City of Saratoga Springs shall immediately implement a litigation hold preserving all documents relating

to the subject matter of this subpoena, including all documents concerning the specific documents demanded herein.

Definitions

1. "You" means City of Saratoga Springs or the Saratoga Springs Police Department.
2. "All" means "any and all" and "any" means "any and all."
3. "And" and "or" should be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.
4. "Employee of the City of Saratoga Springs" means any person carried on the payroll of, or who receives proceeds from, the City of Saratoga Springs, either as a salaried or hourly employee, a full-time or part-time employee, a temporary, probationary or permanent employee, employee on commission, or independent contractor.
5. "Saratoga Springs Police Department" or "SSPD" includes its employees, administrators, officers, agents, and representatives.
6. "SSPD Personnel" refers to all rank and file officers, civilian employees, and SSPD leadership at all levels including Chief.
7. "SSPD Employee" means any person carried on the payroll of, or who receives proceeds from, the Saratoga Springs Police Department, either as a salaried or hourly employee, a full-time or part-time employee, a temporary, probationary or permanent employee, employee on commission, or independent contractor.
8. "Concerning" means relating to, referring to, describing, evidencing, regarding or constituting.
9. "Document" means any written, recorded, printed, imprinted, digitized, or graphic matter, whether an original, a draft, or a copy, whether produced, reproduced, or stored on papers, cards, tapes, belts, computer devices, and each and every tangible thing from which information can be processed or transcribed, such as tape or other electronic data communications. The term includes, but is not limited to, letters, memoranda, notes, instructions, reports, analyses, telegrams, telexes, diaries, calendars, studies, logs, journals, books, notebooks, plans, records, forms, charts, graphs, recordings, photographs (positive prints and negatives), slides, work-sheets, customer checks, credit card charge slips, computation sheets, computer printouts and programs, voice mail, web site and e-mail tapes, discs, microfilm, microfiche, any marginal comments appearing on any document, and copies of documents which are not identical duplications of the originals (e.g., because handwritten or "blind" copy notes appear thereon or are attached thereto).
10. "Communication" means any conversation, discussion, notification, letter, email, text message, memorandum, meeting, note or any other transmittal of information or message, whether transmitted in writing, orally, electronically or by any other means, and shall include any Document that abstracts, digests, transcribes, records or reflects any of the foregoing.

11. "Including" means without limitation.
12. "Misconduct" refers to any allegation of officer conduct as contrary to law or policy or otherwise deficient or inappropriate that relates to stops and frisks, searches and seizures, arrests and charges, use of force, the failure of officers to intervene to protect civilians from officer misconduct, unlawful home entries, bias, the use of racial or other bias-based epithets, racial profiling, harassment and retaliation, and officer untruthfulness.
13. "Protest" refers to a public demonstration, rally, or gathering of a single person or group of persons expressing a statement or action in support of or objection against anything.
14. "Relevant Period" refers to the period between January 1, 2021 to the present.
15. The singular of any word includes the plural; the plural of any word includes the singular.
16. The use of a verb in any tense should be construed as the use of that verb in all other tenses, wherever necessary to bring within the scope of the document request all responses which might otherwise be construed to be outside its scope.

Instructions

1. Manner of Compliance – Search Terms, Predictive Coding or Automated Document Review. If you plan to comply with the document requests enumerated in this request using search terms, predictive coding, or any form of automated document review, please submit a proposal on or before May 10, 2023 detailing the following:
 - a. the underlying complete universe of documents responsive to each request contained in this request, prior to the exclusion of any document through search terms, predictive coding, or automated review, by custodian, if applicable; and
 - b. the proposed keywords, metadata filters, threading, clustering, near duplicate grouping, analytics, predictive coding, or other forms of technology-assisted review employed to exclude any documents from your review or to withhold documents from production without review, including a “hit list” showing how many documents are responsive to each proposed search term or filter applied to the underlying complete universe of documents available.
2. Preservation of Relevant Documents and Information: Spoliation. Please preserve Documents and information relevant or potentially relevant to this request from destruction or loss. Your duty to preserve such documents for litigation or investigation supersedes any data retention policy to the contrary.
3. Possession, Custody, and Control. This request calls for all responsive Documents or information in your possession, custody, or control. This includes, without limitation, Documents or information possessed or held by any present or former officers, directors, employees, agents, representatives, divisions, affiliates, subsidiaries, or Persons from whom you could request Documents or information. If Documents or information responsive to a request in this request are in your control, but not in your possession or custody, please promptly identify the Person with possession or custody.
4. No Documents Responsive to Requests. If there are no Documents responsive to any particular request, please state so in writing.
5. Format of Production. Unless otherwise specified and agreed to by OAG staff, all responsive documents should be produced in electronic format with the enumerated metadata fields indicated in the specifications set out in Attachments 1 and 2.
6. Existing Organization of Documents to be Preserved. Regardless of whether a production is in electronic or paper format, each Document should be produced in the same form, sequence, organization, or other order or layout in which it was maintained before production in the ordinary course of business, including but not limited to, production of any Document or other material indicating filing or other organization. Such production should include without limitation any file folder, file jacket, cover, or similar organizational material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in your files should remain so attached in any production; or if such production is electronic, should be

accompanied by notation or information sufficient to indicate clearly such physical attachment.

7. Document Numbering. All Documents responsive to this request, regardless of whether produced or withheld on ground of privilege or other legal doctrine, and regardless of whether production is in electronic or paper format, should be numbered in the lower right corner of each page of such Document, without disrupting or altering the form, sequence, organization, or other order or layout in which such Documents were maintained before production. Such number should comprise a prefix containing a two- or three-letter abbreviation of the producing Person's name, followed by a unique, sequential, identifying document control number.
8. Privilege. If you withhold any Document responsive to this request on the ground of privilege or other legal doctrine, please submit with the Documents produced a statement in writing that:
 - a. specifies the privilege or other asserted basis for withholding the Document;
 - b. describes the nature and general topic or subject matter of the Document;
 - c. identifies the persons who prepared the document and any persons to whom the Document was sent or disclosed;
 - d. identifies any persons who have seen or had possession of the Document; and,
 - e. specifies the dates on which the Document was prepared, transmitted and received.
9. Documents No Longer in Your Possession. If any Document requested herein was formerly in your possession, custody, or control but is no longer available, or no longer exists, please submit a statement in writing that:
 - a. describes in detail the nature of such Document and its contents;
 - b. identifies the Person who prepared the Document and any persons to whom the document was sent or disclosed;
 - c. identifies all Persons who have seen or had possession of such Document;
 - d. specifies the date on which such Document was prepared, transmitted, and received;
 - e. specifies the date on which the document was unavailable, lost, or destroyed and specifies the reason why such Document is unavailable, including without limitation whether it was misplaced, lost, destroyed, or transferred, and if such Document has been destroyed or transferred, the conditions of and reasons for

such destruction or transfer and the identity of the Persons requesting and performing such destruction or transfer; and identifies all Persons with knowledge of any portion of the contents of the Document.

10. Cover Letter. Accompanying any production made pursuant to this request, please include a cover letter that should at a minimum provide an index containing:

- a. a description of the type and content of each Document produced therewith;
- b. the paragraph number of any requests to which each such Document is responsive;
- c. the identity of any Custodian of each such Document; and
- d. the document control number of each such Document.

Document Requests

YOU ARE HEREBY REQUIRED TO PRODUCE, at the time and place aforesaid, originals or true copies of the following:

1. To the extent not previously produced, all documents regarding arrests related to any protest that has taken place in Saratoga Springs since January 1, 2020, including but not limited to:
 - a. the full arrest report for each arrest;
 - b. the total number of arrests disaggregated by race and date of arrest;
 - c. arrest number and summons number;
 - d. full name and shield number of the arresting officer;
 - e. geographic location of the arrest (including address if known);
 - f. length and location of pre-arraignment detention, including date and arrest, date and time of arrival at detention facility and date and time of release;
 - g. criminal charge(s);
 - h. Top Charge Category (F, M, V); and
 - i. disposition of any such charge(s).
2. To the extent not previously produced, all planning documents related to the SSPD's preparation for the 2021 New York Racing Association, including the 2021 NYRA Response Plan or any other form ICS 208 related to the 2021 NYRA season, the 2021 Season Response Plan, or any other form ICS 201 related to the 2021 NYRA season, and any threat assessment issued by the New York State Intelligence Center for the 2021 NYRA season.

WITNESS, the Honorable Letitia James, Attorney General of the State of New York, this 4th day of May 2023.

LETTITIA JAMES
Attorney General of the State of New York
/s/ Rick Sawyer
Rick Sawyer, Special Counsel
Kyle Rapiñan, Assistant Attorney General
Travis England, Deputy Chief
Civil Rights Bureau
Tyler Nims, Chief
Law Enforcement Misconduct Investigative Office
State of New York
Office of the Attorney General
Richard.Sawyer@ag.ny.gov | (212) 416-6201

ATTACHMENT 1
Electronic Document Production Specifications

Unless otherwise specified and agreed to by the Office of Attorney General, all responsive documents must be produced in LexisNexis® Concordance® format in accordance with the following instructions. Any questions regarding electronic document production should be directed to the Assistant Attorney General whose telephone number appears on the subpoena.

1. **Concordance Production Components.** A Concordance production consists of the following component files, which must be produced in accordance with the specifications set forth below in Section 7.
 - A. ***Metadata Load File.*** A delimited text file that lists in columnar format the required metadata for each produced document.
 - B. ***Extracted or OCR Text Files.*** Document-level extracted text for each produced document or document-level optical character recognition ("OCR") text where extracted text is not available.
 - C. ***Single-Page Image Files.*** Individual petrified page images of the produced documents in tagged image format ("TIF"), with page-level Bates number endorsements.
 - D. ***Opticon Load File.*** A delimited text file that lists the single-page TIF files for each produced document and defines (i) the relative location of the TIF files on the production media and (ii) each document break.
 - E. ***Native Files.*** Native format versions of non-printable or non-print friendly produced documents.
2. **Production Folder Structure.** The production must be organized according to the following standard folder structure:
 - data\ (contains production load files)
 - images\ (contains single-page TIF files, with subfolder organization)
 \0001, \0002, \0003...
 - native_files\ (contains native files, with subfolder organization)
 \0001, \0002, \0003...
 - text\ (contains text files, with subfolder organization)
 \0001, \0002, \0003...
3. **De-Duplication.** You must perform global de-duplication of stand-alone documents and email families against any productions pursuant to this or previously related subpoenas.
4. **Paper or Scanned Documents.** Documents that exist only in paper format must be scanned to single-page TIF files and OCR'd. The resulting electronic files should be pursued in Concordance format pursuant to these instructions. You must contact the Assistant Attorney General whose telephone number appears on the subpoena to discuss

(i) any documents that cannot be scanned, and (ii) how information for scanned documents should be represented in the metadata load file.

5. Structured Data. Before producing structured data, including but not limited to relational databases, transactional data, and xml pages, you must first speak to the Assistant Attorney General whose telephone number appears on the subpoena. Structured data is data that has a defined length and format and includes, but is not limited to, relational databases, graphical databases, JSON files, or xml/html pages.

A. Relational Databases

1. Database tables should be provided in CSV or other delimited machine-readable, non-proprietary format, with each table in a separate data file. The preferred delimiter is a vertical bar "|". If after speaking with the Assistant Attorney General and it is determined that the data cannot be exported from a proprietary database, then the data can be produced in the proprietary format so long as the Office of the Attorney General is given sufficient access to that data.

2. Each database must have an accompanying Data Dictionary.

3. Dates and numbers must be clearly and consistently formatted and, where relevant, units of measure should be explained in the Data Dictionary.

4. Records must contain clear, unique identifiers, and the Data Dictionary must include explanations of how the files and records relate to one another.

5. Each data file must also have an accompanying summary file that provides total row counts for the entire dataset and total row counts.

B. Compression

1. If Documents are provided in a compressed archive, only standard lossless compression methods (e.g., gzip, bzip2, and ZIP) shall be used. Media files should be provided in their original file format, with metadata preserved and no additional lossy encoding applied.

6. Media and Encryption. All documents must be produced on CD, DVD, or hard-drive media. After consultation with the Assistant Attorney General, Documents may also be produced over a secure file transfer protocol (FTP), a pre-approved cloud-based platform (e.g. Amazon Web Services S3 bucket), or the Attorney General's cloud platform OAGCloud. All production media must be protected with a strong, randomly-generated password containing at least 16 alphanumeric characters and encrypted using Advanced Encryption Standard with 256-bit key length (AES-256). Passwords for electronic documents, files, compressed archives and encrypted media must be provided separately from the media.

7. Production File Requirements.

A. *Metadata Load File*

- Required file format:
 - ASCII or UTF-8
 - Windows formatted CR + LF end of line characters, including full CR + LF on last record in file.
 - .dat file extension
 - Field delimiter: (ASCII decimal character 20)
 - Text Qualifier: | (ASCII decimal character 254). Date and pure numeric value fields do not require qualifiers.
 - Multiple value field delimiter: ; (ASCII decimal character 59)
- The first line of the metadata load file must list all included fields. All required fields are listed in Attachment 2.
- Fields with no values must be represented by empty columns maintaining delimiters and qualifiers.
- **Note:** All documents must have page-level Bates numbering (except documents produced only in native format, which must be assigned a document-level Bates number). The metadata load file must list the beginning and ending Bates numbers (BEGDOC and ENDDOC) for each document. For document families, including but not limited to emails and attachments, compound documents, and uncompressed file containers, the metadata load file must also list the Bates range of the entire document family (ATTACHRANGE), beginning with the first Bates number (BEGDOC) of the “parent” document and ending with the last Bates number (ENDDOC) assigned to the last “child” in the document family.
- Date and Time metadata must be provided in separate columns.
- Accepted date formats:
 - mm/dd/yyyy
 - yyyy/mm/dd
 - yyyymmdd
- Accepted time formats:
 - hh:mm:ss (if not in 24-hour format, you must indicate am/pm)
 - hh:mm:ss:mmm

B. *Extracted or OCR Text Files*

- You must produce individual document-level text files containing the full extracted text for each produced document.
- When extracted text is not available (for instance, for image-only documents) you must provide individual document-level text files containing the document’s full OCR text.
- The filename for each text file must match the document’s beginning Bates number (BEGDOC) listed in the metadata load file.
- Text files must be divided into subfolders containing no more than 500 to 1000 files.

C. ***Single-Page Image Files (Petrified Page Images)***

- Where possible, all produced documents must be converted into single-page tagged image format (“TIF”) files. See Section 7.E below for instructions on producing native versions of documents you are unable to convert.
- Image documents that exist only in non-TIF formats must be converted into TIF files. The original image format must be produced as a native file as described in Section 7.E below.
- For documents produced only in native format, you must provide a TIF placeholder that states “Document produced only in native format.”
- Each single-page TIF file must be endorsed with a unique Bates number.
- The filename for each single-page TIF file must match the unique page-level Bates number (or document-level Bates number for documents produced only in native format).
- Required image file format:
 - CCITT Group 4 compression
 - 2-Bit black and white
 - 300 dpi
 - Either .tif or .tiff file extension.
- TIF files must be divided into subfolders containing no more than 500 to 1000 files. Where possible documents should not span multiple subfolders.

D. ***Opticon Load File***

- Required file format:
 - ASCII
 - Windows formatted CR + LF end of line characters
 - Field delimiter: , (ASCII decimal character 44)
 - No Text Qualifier
 - .opt file extension
- The comma-delimited Opticon load file must contain the following seven fields (as indicated below, values for certain fields may be left blank):
 - ALIAS or IMAGEKEY – the unique Bates number assigned to each page of the production.
 - VOLUME – this value is optional and may be left blank.
 - RELATIVE PATH – the filepath to each single-page image file on the production media.
 - DOCUMENT BREAK – defines the first page of a document. The only possible values for this field are “Y” or blank.
 - FOLDER BREAK – defines the first page of a folder. The only possible values for this field are “Y” or blank.
 - BOX BREAK – defines the first page of a box. The only possible values for this field are “Y” or blank.
 - PAGE COUNT – this value is optional and may be left blank.
- ***Example:***
ABC00001,,IMAGES\0001\ABC00001.tif,Y,,,2
ABC00002,,IMAGES\0001\ABC00002.tif,...

ABC00003,,IMAGES\0002\ABC00003.tif,Y,,,1
ABC00004,,IMAGES\0002\ABC00004.tif,Y,,,1

E. *Native Files*

- Non-printable or non-print friendly documents (including but not limited to spreadsheets, audio files, video files and documents for which color has significance to document fidelity) must be produced in their native format.
- The filename of each native file must match the document's beginning Bates number (BEGDOC) in the metadata load file and retain the original file extension.
- For documents produced only in native format, you must assign a single document-level Bates number and provide an image file placeholder that states "Document produced only in native format."
- The relative paths to all native files on the production media must be listed in the NATIVEFILE field of the metadata load file.
- Native files that are password-protected must be decrypted to conversion and produced in decrypted form. In cases where this cannot be achieved the document's password must be listed in the metadata load file. The password should be placed in the COMMENTS field with the format Password: <PASSWORD>.
- You may be required to supply a software license for proprietary documents produced only in native format.

ATTACHMENT 2
Required Fields for Metadata Load File

FIELD NAME	FIELD DESCRIPTION	FIELD VALUE EXAMPLE¹
DOCID	Unique document reference (can be used for de-duplication).	ABC0001 or ###,#####,###
BEGDOC	Bates number assigned to the first page of the document.	ABC0001
ENDDOC	Bates number assigned to the last page of the document.	ABC0002
BEGATTACH	Bates number assigned to the first page of the parent document in a document family (<i>i.e.</i> , should be the same as BEGDOC of the parent document, or PARENTDOC).	ABC0001
ENDATTACH	Bates number assigned to the last page of the last child document in a family (<i>i.e.</i> , should be the same as ENDDOC of the last child document).	ABC0008
ATTACHRANGE	Bates range of entire document family.	ABC0001 - ABC0008
PARENTDOC	BEGDOC of parent document.	ABC0001
CHILDDOCS	List of BEGDOCs of all child documents, delimited by ":" when field has multiple values.	ABC0002; ABC0003; ABC0004...
DOCREQ	List of particular Requests for Documents to be Produced in the subpoena	1; 2; 3 ...
INTERROG	List of particular [Requests for Information] [interrogatories] in the subpoena	1; 2; 3 ...
COMMENTS	Additional document comments, such as passwords for encrypted files.	

¹ Examples represent possible values and not required format unless the field format is specified in Attachment 1.

NATIVEFILE	Relative file path of the native file on the production media.	\\Native_File\Folder\...ABEGDOC.ext
SOURCE	For scanned paper records this should be a description of the physical location of the original paper record. For loose electronic files this should be the name of the file server or workstation where the files were gathered.	Company Name, Department Name, Location, Box Number...
CUSTODIAN	Owner of the document or file.	Firstname Lastname, Lastname, Firstname, User Name, Company Name, Department Name...
FROM	Sender of the email.	Firstname Lastname <FLastname (@,domain >
TO	All to: members or recipients, delimited by ";" when field has multiple values.	Firstname Lastname <FLastname (@,domain >;
CC	All cc: members, delimited by ";" when field has multiple values.	Firstname Lastname <FLastname (@,domain >; ... Firstname Lastname <FLastname (@domain >; Firstname Lastname <FLastname (@domain >; ...
BCC	All bcc: members, delimited by ";" when field has multiple values	Firstname Lastname <FLastname (@,domain >; Firstname Lastname <FLastname (@,domain >; ...
SUBJECT	Subject line of the email.	
DATERCVD	Date that an email was received.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMERCVD	Time that an email was received.	hh:mm:ss AM/PM or hh:mm:ss

DATESENT	Date that an email was sent.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMESENT	Time that an email was sent.	hh:mm:ss AM/PM or hh:mm:ss
CALBEGDATE	Date that a meeting begins.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
CALBEGTIME	Time that a meeting begins.	hh:mm:ss AM/PM or hh:mm:ss
CALENDDATE	Date that a meeting ends.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
CALENDTIME	Time that a meeting ends.	hh:mm:ss AM/PM or hh:mm:ss
CALENDARDUR	Duration of a meeting in hours.	0.75, 1.5...
ATTACHMENTS	List of filenames of all attachments, delimited by ";" when field has multiple values.	AttachmentFileName.; AttachmentFileName.doc x; AttachmentFileName.pdf; ...
NUMATTACH	Number of attachments.	1, 2, 3, 4...
RECORDTYPE	General type of record.	IMAGE; LOOSE E- MAIL; E-MAIL; E-DOC; IMAGE ATTACHMENT; LOOSE E-MAIL ATTACHMENT; E- MAIL ATTACHMENT; E-DOC ATTACHMENT
FOLDERLOC	Original folder path of the produced document.	Drive\Folder\...\A
FILENAME	Original filename of the produced document.	Filename.ext
DOCEXT	Original file extension.	html, xls, pdf
DOCTYPE	Name of the program that created the produced document.	Adobe Acrobat, Microsoft Word, Microsoft Excel, Corel WordPerfect...

TITLE	Document title (if entered).	
AUTHOR	Name of the document author.	Firstname Lastname; Lastname, First Name; FLastname
REVISION	Number of revisions to a document.	18
DATECREATED	Date that a document was created.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMECREATED	Time that a document was created.	hh:mm:ss AM/PM or hh:mm:ss
DATEMOD	Date that a document was last modified.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMEMOD	Time that a document was last modified.	hh:mm:ss AM/PM or hh:mm:ss
FILESIZE	Original file size in bytes.	128, 512, 1024...
PGCOUNT	Number of pages per document.	1, 2, 10, 100...
IMPORTANCE	Email ity level if set.	Low, Normal, High
TIFFSTATUS	Generated by the Law Pre-discovery production tool (leave blank if inapplicable).	Y, C, E, W, N, P
DUPSTATUS	Generated by the Law Pre-discovery production tool (leave blank if inapplicable).	P
MD5HASH	MD5 hash value computed from native file (a/k/a file fingerprint).	BC1C5CA6C1945179FE E144F25F51087B
SHA1HASH	SHA1 hash value	B68F4F57223CA7DA358 4BAD7ECF111B8044F86 31
MSGINDEX	Email message ID	



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

SUBPOENA DUCES TECUM
THE PEOPLE OF THE STATE OF NEW YORK

TO: Saratoga Police Department
474 Broadway, Ste. 21
Saratoga Springs, NY 12866

BY: Tony Izzo (*Via Email*)
City Attorney
City of Saratoga Springs
474 Broadway, Ste. 21
Saratoga Springs, NY 12866
tony.izzo@saratoga-springs.org

YOU ARE HEREBY COMMANDED, under New York Executive Law § 75(3), the Attorney General is conducting an investigation and has a good faith belief the Saratoga Police Department and the City of Saratoga Springs have documents and records that are relevant to the investigation.

YOU ARE FURTHER COMMANDED, under Executive Law § 75(4), we command you or a designated agent, all business and excuses being laid aside, to produce, at the offices of Letitia James, Attorney General of the State of New York, 28 Liberty, 20th Floor, New York, New York, 10005, on or before 5:00 p.m. on **July 28, 2023** the following documents that are within your possession, custody, or control or possession, custody or control of your agents or attorneys, subject to the instructions, definitions and relevant time period set forth below.

PLEASE TAKE NOTICE that the Attorney General deems the documents requested by this subpoena to be relevant and material to an investigation and inquiry undertaken in the public interest.

PLEASE TAKE FURTHER NOTICE that disobedience of this subpoena by failing to deliver the documents and information requested in the attached schedule on the date, time and place stated above or any agreed adjourned date and time may subject the Saratoga Police Department and the City of Saratoga Springs to further action under New York law.

PLEASE TAKE FURTHER NOTICE that the Saratoga Police Department and City of Saratoga Springs shall immediately implement a litigation hold preserving all documents relating

to the subject matter of this subpoena, including all documents concerning the specific documents demanded herein.

Definitions

1. "You" means City of Saratoga Springs or the Saratoga Springs Police Department.
2. "All" means "any and all" and "any" means "any and all."
3. "And" and "or" should be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.
4. "Employee of the City of Saratoga Springs" means any person carried on the payroll of, or who receives proceeds from, the City of Saratoga Springs, either as a salaried or hourly employee, a full-time or part-time employee, a temporary, probationary or permanent employee, employee on commission, or independent contractor.
5. "Saratoga Springs Police Department" or "SSPD" includes its employees, administrators, officers, agents, and representatives.
6. "SSPD Personnel" refers to all rank and file officers, civilian employees, and SSPD leadership at all levels including Chief.
7. "SSPD Employee" means any person carried on the payroll of, or who receives proceeds from, the Saratoga Springs Police Department, either as a salaried or hourly employee, a full-time or part-time employee, a temporary, probationary or permanent employee, employee on commission, or independent contractor.
8. "Concerning" means relating to, referring to, describing, evidencing, regarding or constituting.
9. "Document" means any written, recorded, printed, imprinted, digitized, or graphic matter, whether an original, a draft, or a copy, whether produced, reproduced, or stored on papers, cards, tapes, belts, computer devices, and each and every tangible thing from which information can be processed or transcribed, such as tape or other electronic data communications. The term includes, but is not limited to, letters, memoranda, notes, instructions, reports, analyses, telegrams, telexes, diaries, calendars, studies, logs, journals, books, notebooks, plans, records, forms, charts, graphs, recordings, photographs (positive prints and negatives), slides, work-sheets, customer checks, credit card charge slips, computation sheets, computer printouts and programs, voice mail, web site and e-mail tapes, discs, microfilm, microfiche, any marginal comments appearing on any document, and copies of documents which are not identical duplications of the originals (e.g., because handwritten or "blind" copy notes appear thereon or are attached thereto).
10. "Communication" means any conversation, discussion, notification, letter, email, text message, memorandum, meeting, note or any other transmittal of information or message, whether transmitted in writing, orally, electronically or by any other means, and shall include any Document that abstracts, digests, transcribes, records or reflects any of the foregoing.

11. "Including" means without limitation.
12. "Misconduct" refers to any allegation of officer conduct as contrary to law or policy or otherwise deficient or inappropriate that relates to stops and frisks, searches and seizures, arrests and charges, use of force, the failure of officers to intervene to protect civilians from officer misconduct, unlawful home entries, bias, the use of racial or other bias-based epithets, racial profiling, harassment and retaliation, and officer untruthfulness.
13. "Protest" refers to a public demonstration, rally, or gathering of a single person or group of persons expressing a statement or action in support of or objection against anything.
14. "Relevant Period" refers to the period between January 1, 2021 to the present.
15. The singular of any word includes the plural; the plural of any word includes the singular.
16. The use of a verb in any tense should be construed as the use of that verb in all other tenses, wherever necessary to bring within the scope of the document request all responses which might otherwise be construed to be outside its scope.

Instructions

1. Manner of Compliance – Search Terms, Predictive Coding or Automated Document Review. If you plan to comply with the document requests enumerated in this request using search terms, predictive coding, or any form of automated document review, please submit a proposal on or before May 10, 2023 detailing the following:
 - a. the underlying complete universe of documents responsive to each request contained in this request, prior to the exclusion of any document through search terms, predictive coding, or automated review, by custodian, if applicable; and
 - b. the proposed keywords, metadata filters, threading, clustering, near duplicate grouping, analytics, predictive coding, or other forms of technology-assisted review employed to exclude any documents from your review or to withhold documents from production without review, including a “hit list” showing how many documents are responsive to each proposed search term or filter applied to the underlying complete universe of documents available.
2. Preservation of Relevant Documents and Information: Spoliation. Please preserve Documents and information relevant or potentially relevant to this request from destruction or loss. Your duty to preserve such documents for litigation or investigation supersedes any data retention policy to the contrary.
3. Possession, Custody, and Control. This request calls for all responsive Documents or information in your possession, custody, or control. This includes, without limitation, Documents or information possessed or held by any present or former officers, directors, employees, agents, representatives, divisions, affiliates, subsidiaries, or Persons from whom you could request Documents or information. If Documents or information responsive to a request in this request are in your control, but not in your possession or custody, please promptly identify the Person with possession or custody.
4. No Documents Responsive to Requests. If there are no Documents responsive to any particular request, please state so in writing.
5. Format of Production. Unless otherwise specified and agreed to by OAG staff, all responsive documents should be produced in electronic format with the enumerated metadata fields indicated in the specifications set out in Attachments 1 and 2.
6. Existing Organization of Documents to be Preserved. Regardless of whether a production is in electronic or paper format, each Document should be produced in the same form, sequence, organization, or other order or layout in which it was maintained before production in the ordinary course of business, including but not limited to, production of any Document or other material indicating filing or other organization. Such production should include without limitation any file folder, file jacket, cover, or similar organizational material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in your files should remain so attached in any production; or if such production is electronic, should be

accompanied by notation or information sufficient to indicate clearly such physical attachment.

7. Document Numbering. All Documents responsive to this request, regardless of whether produced or withheld on ground of privilege or other legal doctrine, and regardless of whether production is in electronic or paper format, should be numbered in the lower right corner of each page of such Document, without disrupting or altering the form, sequence, organization, or other order or layout in which such Documents were maintained before production. Such number should comprise a prefix containing a two- or three-letter abbreviation of the producing Person's name, followed by a unique, sequential, identifying document control number.
8. Privilege. If you withhold any Document responsive to this request on the ground of privilege or other legal doctrine, please submit with the Documents produced a statement in writing that:
 - a. specifies the privilege or other asserted basis for withholding the Document;
 - b. describes the nature and general topic or subject matter of the Document;
 - c. identifies the persons who prepared the document and any persons to whom the Document was sent or disclosed;
 - d. identifies any persons who have seen or had possession of the Document; and,
 - e. specifies the dates on which the Document was prepared, transmitted and received.
9. Documents No Longer in Your Possession. If any Document requested herein was formerly in your possession, custody, or control but is no longer available, or no longer exists, please submit a statement in writing that:
 - a. describes in detail the nature of such Document and its contents;
 - b. identifies the Person who prepared the Document and any persons to whom the document was sent or disclosed;
 - c. identifies all Persons who have seen or had possession of such Document;
 - d. specifies the date on which such Document was prepared, transmitted, and received;
 - e. specifies the date on which the document was unavailable, lost, or destroyed and specifies the reason why such Document is unavailable, including without limitation whether it was misplaced, lost, destroyed, or transferred, and if such Document has been destroyed or transferred, the conditions of and reasons for

such destruction or transfer and the identity of the Persons requesting and performing such destruction or transfer; and identifies all Persons with knowledge of any portion of the contents of the Document.

10. Cover Letter. Accompanying any production made pursuant to this request, please include a cover letter that should at a minimum provide an index containing:

- a. a description of the type and content of each Document produced therewith;
- b. the paragraph number of any requests to which each such Document is responsive;
- c. the identity of any Custodian of each such Document; and
- d. the document control number of each such Document.

Document Requests

YOU ARE HEREBY REQUIRED TO PRODUCE, at the time and place aforesaid, originals or true copies of the following:

1. To the extent not previously produced, all incident reports described in the spreadsheet titled "Protests Arrests-Incidents" produced by Saratoga Springs in discovery on June 20, 2023.

WITNESS, the Honorable Letitia James, Attorney General of the State of New York, this 21st day of July 2023.

LETITIA JAMES
Attorney General of the State of New York
s/ Rick Sawyer
Rick Sawyer, Special Counsel
Kyle Rapiñan, Assistant Attorney General
Travis England, Deputy Chief
Civil Rights Bureau
Tyler Nims, Chief
Law Enforcement Misconduct Investigative Office
State of New York
Office of the Attorney General
Richard.Sawyer@ag.ny.gov | (212) 416-6201

ATTACHMENT 1
Electronic Document Production Specifications

Unless otherwise specified and agreed to by the Office of Attorney General, all responsive documents must be produced in LexisNexis® Concordance® format in accordance with the following instructions. Any questions regarding electronic document production should be directed to the Assistant Attorney General whose telephone number appears on the subpoena.

1. **Concordance Production Components.** A Concordance production consists of the following component files, which must be produced in accordance with the specifications set forth below in Section 7.
 - A. ***Metadata Load File.*** A delimited text file that lists in columnar format the required metadata for each produced document.
 - B. ***Extracted or OCR Text Files.*** Document-level extracted text for each produced document or document-level optical character recognition ("OCR") text where extracted text is not available.
 - C. ***Single-Page Image Files.*** Individual petrified page images of the produced documents in tagged image format ("TIF"), with page-level Bates number endorsements.
 - D. ***Opticon Load File.*** A delimited text file that lists the single-page TIF files for each produced document and defines (i) the relative location of the TIF files on the production media and (ii) each document break.
 - E. ***Native Files.*** Native format versions of non-printable or non-print friendly produced documents.
2. **Production Folder Structure.** The production must be organized according to the following standard folder structure:
 - data\ (contains production load files)
 - images\ (contains single-page TIF files, with subfolder organization)
 \0001, \0002, \0003...
 - native_files\ (contains native files, with subfolder organization)
 \0001, \0002, \0003...
 - text\ (contains text files, with subfolder organization)
 \0001, \0002, \0003...
3. **De-Duplication.** You must perform global de-duplication of stand-alone documents and email families against any productions pursuant to this or previously related subpoenas.
4. **Paper or Scanned Documents.** Documents that exist only in paper format must be scanned to single-page TIF files and OCR'd. The resulting electronic files should be pursued in Concordance format pursuant to these instructions. You must contact the Assistant Attorney General whose telephone number appears on the subpoena to discuss

(i) any documents that cannot be scanned, and (ii) how information for scanned documents should be represented in the metadata load file.

5. Structured Data. Before producing structured data, including but not limited to relational databases, transactional data, and xml pages, you must first speak to the Assistant Attorney General whose telephone number appears on the subpoena. Structured data is data that has a defined length and format and includes, but is not limited to, relational databases, graphical databases, JSON files, or xml/html pages.

A. Relational Databases

1. Database tables should be provided in CSV or other delimited machine-readable, non-proprietary format, with each table in a separate data file. The preferred delimiter is a vertical bar "|". If after speaking with the Assistant Attorney General and it is determined that the data cannot be exported from a proprietary database, then the data can be produced in the proprietary format so long as the Office of the Attorney General is given sufficient access to that data.

2. Each database must have an accompanying Data Dictionary.

3. Dates and numbers must be clearly and consistently formatted and, where relevant, units of measure should be explained in the Data Dictionary.

4. Records must contain clear, unique identifiers, and the Data Dictionary must include explanations of how the files and records relate to one another.

5. Each data file must also have an accompanying summary file that provides total row counts for the entire dataset and total row counts.

B. Compression

1. If Documents are provided in a compressed archive, only standard lossless compression methods (e.g., gzip, bzip2, and ZIP) shall be used. Media files should be provided in their original file format, with metadata preserved and no additional lossy encoding applied.

6. Media and Encryption. All documents must be produced on CD, DVD, or hard-drive media. After consultation with the Assistant Attorney General, Documents may also be produced over a secure file transfer protocol (FTP), a pre-approved cloud-based platform (e.g. Amazon Web Services S3 bucket), or the Attorney General's cloud platform OAGCloud. All production media must be protected with a strong, randomly-generated password containing at least 16 alphanumeric characters and encrypted using Advanced Encryption Standard with 256-bit key length (AES-256). Passwords for electronic documents, files, compressed archives and encrypted media must be provided separately from the media.

7. Production File Requirements.

A. *Metadata Load File*

- Required file format:
 - ASCII or UTF-8
 - Windows formatted CR + LF end of line characters, including full CR + LF on last record in file.
 - .dat file extension
 - Field delimiter: (ASCII decimal character 20)
 - Text Qualifier: h (ASCII decimal character 254). Date and pure numeric value fields do not require qualifiers.
 - Multiple value field delimiter: ; (ASCII decimal character 59)
- The first line of the metadata load file must list all included fields. All required fields are listed in Attachment 2.
- Fields with no values must be represented by empty columns maintaining delimiters and qualifiers.
- **Note:** All documents must have page-level Bates numbering (except documents produced only in native format, which must be assigned a document-level Bates number). The metadata load file must list the beginning and ending Bates numbers (BEGDOC and ENDDOC) for each document. For document families, including but not limited to emails and attachments, compound documents, and uncompressed file containers, the metadata load file must also list the Bates range of the entire document family (ATTACHRANGE), beginning with the first Bates number (BEGDOC) of the "parent" document and ending with the last Bates number (ENDDOC) assigned to the last "child" in the document family.
- Date and Time metadata must be provided in separate columns.
- Accepted date formats:
 - mm/dd/yyyy
 - yyyy mm/dd
 - yyyyymmdd
- Accepted time formats:
 - hh:mm:ss (if not in 24-hour format, you must indicate am/pm)
 - hh:mm:ss:mmm

B. *Extracted or OCR Text Files*

- You must produce individual document-level text files containing the full extracted text for each produced document.
- When extracted text is not available (for instance, for image-only documents) you must provide individual document-level text files containing the document's full OCR text.
- The filename for each text file must match the document's beginning Bates number (BEGDOC) listed in the metadata load file.
- Text files must be divided into subfolders containing no more than 500 to 1000 files.

C. ***Single-Page Image Files (Petrified Page Images)***

- Where possible, all produced documents must be converted into single-page tagged image format (“TIF”) files. See Section 7.F below for instructions on producing native versions of documents you are unable to convert.
- Image documents that exist only in non-TIF formats must be converted into TIF files. The original image format must be produced as a native file as described in Section 7.F below.
- For documents produced only in native format, you must provide a TIF placeholder that states “Document produced only in native format.”
- Each single-page TIF file must be endorsed with a unique Bates number.
- The filename for each single-page TIF file must match the unique page-level Bates number (or document-level Bates number for documents produced only in native format).
- Required image file format:
 - CCITT Group 4 compression
 - 2-Bit black and white
 - 300 dpi
 - Either .tif or .tiff file extension.
- TIF files must be divided into subfolders containing no more than 500 to 1000 files. Where possible documents should not span multiple subfolders.

D. ***Opticon Load File***

- Required file format:
 - ASCII
 - Windows formatted CR + LF end of line characters
 - Field delimiter: , (ASCII decimal character 44)
 - No Text Qualifier
 - .opt file extension
- The comma-delimited Opticon load file must contain the following seven fields (as indicated below, values for certain fields may be left blank):
 - ALIAS or IMAGEKEY – the unique Bates number assigned to each page of the production.
 - VOLUME – this value is optional and may be left blank.
 - RELATIVE PATH – the filepath to each single-page image file on the production media.
 - DOCUMENT BREAK – defines the first page of a document. The only possible values for this field are “Y” or blank.
 - FOLDER BREAK – defines the first page of a folder. The only possible values for this field are “Y” or blank.
 - BOX BREAK – defines the first page of a box. The only possible values for this field are “Y” or blank.
 - PAGE COUNT – this value is optional and may be left blank.
- ***Example:***
ABC00001,,IMAGES:0001\ABC00001.tif,Y,,,2
ABC00002,,IMAGES:0001\ABC00002.tif,...

ABC00003,.IMAGES\0002\ABC00003.tif,Y...1
ABC00004,.IMAGES\0002\ABC00004.tif,Y...1

E. *Native Files*

- Non-printable or non-print friendly documents (including but not limited to spreadsheets, audio files, video files and documents for which color has significance to document fidelity) must be produced in their native format.
- The filename of each native file must match the document's beginning Bates number (BEGDOC) in the metadata load file and retain the original file extension.
- For documents produced only in native format, you must assign a single document-level Bates number and provide an image file placeholder that states "Document produced only in native format."
- The relative paths to all native files on the production media must be listed in the NATIVEFILE field of the metadata load file.
- Native files that are password-protected must be decrypted to conversion and produced in decrypted form. In cases where this cannot be achieved the document's password must be listed in the metadata load file. The password should be placed in the COMMENTS field with the format Password: <PASSWORD>.
- You may be required to supply a software license for proprietary documents produced only in native format.

ATTACHMENT 2
Required Fields for Metadata Load File

FIELD NAME	FIELD DESCRIPTION	FIELD VALUE EXAMPLE¹
DOCID	Unique document reference (can be used for de-duplication).	ABC0001 or ###.#####.###
BEGDOC	Bates number assigned to the first page of the document.	ABC0001
ENDDOC	Bates number assigned to the last page of the document.	ABC0002
BEGATTACH	Bates number assigned to the first page of the parent document in a document family (<i>i.e.</i> , should be the same as BEGDOC of the parent document, or PARENTDOC).	ABC0001
ENDATTACH	Bates number assigned to the last page of the last child document in a family (<i>i.e.</i> , should be the same as ENDDOC of the last child document).	ABC0008
ATTACHRANGE	Bates range of entire document family.	ABC0001 - ABC0008
PARENTDOC	BEGDOC of parent document.	ABC0001
CHILDDOCS	List of BEGDOC's of all child documents, delimited by ";" when field has multiple values.	ABC0002; ABC0003; ABC0004...
DOCREQ	List of particular Requests for Documents to be Produced in the subpoena	1; 2; 3 ...
INTERROG	List of particular [Requests for Information] [interrogatories] in the subpoena	1; 2; 3 ...
COMMENTS	Additional document comments, such as passwords for encrypted files.	

¹ Examples represent possible values and not required format unless the field format is specified in Attachment 1.

NATIVEFILE	Relative file path of the native file on the production media.	ANative_File\Folder\...ABFGDOC.ext
SOURCE	For scanned paper records this should be a description of the physical location of the original paper record. For loose electronic files this should be the name of the file server or workstation where the files were gathered.	Company Name, Department Name, Location, Box Number...
CUSTODIAN	Owner of the document or file.	Firstname Lastname, Lastname, Firstname, User Name, Company Name, Department Name...
FROM	Sender of the email.	Firstname Lastname <FLastname (@domain >
TO	All to: members or recipients, delimited by ";" when field has multiple values.	Firstname Lastname <FLastname (@domain >;
CC	All cc: members, delimited by ";" when field has multiple values.	Firstname Lastname <FLastname (@domain >;
BCC	All bcc: members, delimited by ";" when field has multiple values	Firstname Lastname <FLastname (@domain >;
SUBJECT	Subject line of the email.	
DATERCVD	Date that an email was received.	mm/dd/yyyy, yyyy/mm dd, or yyyyymmdd
TIMERCVD	Time that an email was received.	hh:mm:ss AM/PM or hh:mm:ss

DATESENT	Date that an email was sent.	mm/dd/yyyy, yyyy/mm dd, or yyyymmdd
TIMESENT	Time that an email was sent.	hh:mm:ss AM/PM or hh:mm:ss
CALBEGDATE	Date that a meeting begins.	mm/dd/yyyy, yyyy/mm dd, or yyyymmdd
CALBEGTIME	Time that a meeting begins.	hh:mm:ss AM/PM or hh:mm:ss
CALENDDATE	Date that a meeting ends.	mm/dd/yyyy, yyyy/mm dd, or yyyymmdd
CALENDTIME	Time that a meeting ends.	hh:mm:ss AM/PM or hh:mm:ss
CALENDAR DUR	Duration of a meeting in hours.	0.75, 1.5, ...
ATTACHMENTS	List of filenames of all attachments, delimited by ";" when field has multiple values.	AttachmentFileName.; AttachmentFileName.doc x; AttachmentFileName.pdf; ...
NUMATTACH	Number of attachments.	1, 2, 3, 4, ...
RECORDTYPE	General type of record.	IMAGE; LOOSE E- MAIL; E-MAIL; E-DOC; IMAGE ATTACHMENT; LOOSE E-MAIL ATTACHMENT; E- MAIL ATTACHMENT; E-DOC ATTACHMENT
FOLDERLOC	Original folder path of the produced document.	Drive:\Folder\...\
FILENAME	Original filename of the produced document.	Filename.ext
DOCEXT	Original file extension.	html, xls, pdf
DOCTYPE	Name of the program that created the produced document.	Adobe Acrobat, Microsoft Word, Microsoft Excel, Corel WordPerfect...

TITLE	Document title (if entered).	
AUTHOR	Name of the document author.	Firstname Lastname; Lastname, First Name; FLastname
REVISION	Number of revisions to a document.	18
DATECREATED	Date that a document was created.	mm/dd/yyyy, yyyy/mm dd, or yyyymmdd
TIMECREATED	Time that a document was created.	hh:mm:ss AM/PM or hh:mm:ss
DATEMOD	Date that a document was last modified.	mm/dd/yyyy, yyyy/mm dd, or yyyymmdd
TIMEMOD	Time that a document was last modified.	hh:mm:ss AM/PM or hh:mm:ss
FILESIZE	Original file size in bytes.	128, 512, 1024...
PGCOUNT	Number of pages per document.	1, 2, 10, 100...
IMPORTANCE	Email ity level if set.	Low, Normal, High
TIFFSTATUS	Generated by the Law Pre-discovery production tool (leave blank if inapplicable).	Y, C, E, W, N, P
DUPSTATUS	Generated by the Law Pre-discovery production tool (leave blank if inapplicable).	P
MD5HASH	MD5 hash value computed from native file (a/k/a file fingerprint).	BC1C5CA6C1945179FE. E144F25F51087B
SHA1HASH	SHA1 hash value	B68F4F57223CA7DA358 4BAD7ECF111B8044F86 31
MSGINDEX	Email message ID	



City of Saratoga Springs, NY Contract

Company Name: SHI International Corp.
 Company Address: 290 Davidson Ave., Somerset, NJ 08873 Company
 Telephone No.: 732.667.2786
 Vendor Primary Contact: Robert O Grady Title: Account Executive
 Contact Email: robert@grady@shin.com
 Service to be Provided: Text Message Archiving

1. **Scope of Agreement** In response to a request for a performance proposal submitted by the City of Saratoga Springs and to the extent that the Vendor submitted a pricing proposal dated September 27, 2023, the Vendor has agreed to provide the products and services set forth herein. The Vendor assumes full responsibility for the provision of the products and services set forth herein in this Agreement. The Vendor shall be held responsible when the Vendor submits and/or provides the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor shall be held responsible for the performance of all its activities authorized by this Agreement.
 2. **Term of Agreement** The term of this Agreement shall commence on the date of approval of this Agreement by the City Council of the City of Saratoga Springs. For a term of one (1) year. Any modification of the work performed by the Vendor shall be in writing and shall not be effective until the City agrees to the modification. The Vendor assumes full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor shall be held responsible when the Vendor submits and/or provides the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor shall be held responsible for the performance of all its activities authorized by this Agreement.
 3. **Terms of Payment** Vendor will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt for the products and services provided. The City shall pay the Vendor in accordance with the City Charter and the Purchasing Services established by the City. All work performed under this agreement must be in accordance with the NYS Department of General Services (DGS) 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 Twelve Thousand Nine Hundred Forty-two dollars and 21/100, (\$12,042.21), 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 completion of a transaction could result in a delay of payment.
 4. **Notice** Any notices sent to the City under this agreement shall be effective if sent by registered mail or by postpaid mail. Notices shall be sent to the City at the address set forth in the Request for Proposal. The Project Manager for this Agreement shall represent the City in all matters and has the authority to effect the delivery of products and services. The Project Manager for the Vendor is Robert Grady. Any notices requested pursuant to these terms shall also be registered or certified for delivery for this Agreement's delivery and shall be deemed to have been duly given if delivered in person or by registered mail or by certified envelope postage paid to the addressee.
- To the City: Commissioners of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
- With a copy to: City Attorney, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
- To Vendor: SHI, 290 Davidson Ave., Somerset, NJ 08873
5. **Conflicts of Interest** The Vendor represents and warrants that it has no conflict of interest or interest that will or may prevent it from performing its duties and responsibilities under this Agreement.
 6. **City Property** All information and materials received hereunder by the Vendor from the City are and shall remain the intellectual exclusive property of the City and the Vendor shall maintain the confidentiality of any such information and materials by virtue of their use or possession or hereunder by the Vendor. All intellectual property created by the Vendor pursuant to performing products and services under a Statement of Work (SOW) hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their receipt pursuant to the provisions of SOW, the Vendor hereby assigns and transfers to the City the sole and exclusive rights, title and interest in all materials, reports, publications, and software programs, whether developed by the Vendor or purchased, including all trademarks and copyrights. The Vendor hereby agrees to place all necessary and appropriate notices on all such materials and products to protect against unauthorized copying, reproduction, and retransmission of the work of the Vendor, its clients, employees, or subcontractors. Nothing herein shall preclude the Vendor from utilizing the related, underlying, technical knowledge, skills, and/or experience from its own or its employees' development for use in this Agreement in the course of the provision of services to the City or potential re-use of the same for other unrelated use. Except as provided in this Agreement, all software, data, and/or information created by the Vendor shall be the sole and exclusive property of the City, and the Vendor shall have no right, title or interest in or to any information or materials received by the Vendor or its employees or subcontractors by the Vendor.
 7. **Retention of Records** The Vendor shall make available to the City all information pertaining to the project, including reports, studies, drawings, and any other data. All records and records generated as a result of the project shall be maintained by the Vendor for a period of six (6) years after the date of this Agreement. After thirty (30) days after the delivery of the materials and/or products to the City, and at least, such data shall be maintained on a two (2) cent per page basis.

8. Independent Vendor 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's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and its staff are to be and shall remain an independent Vendor with respect to all services performed under this Agreement. The Vendor 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 or other persons, while engaged in the performance of any work or services required by the Vendor 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, its officers, agents, Vendor or employees shall in no way be the responsibility of the City, and the Vendor 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 shall procure and maintain during the term of this Agreement, at the Vendor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor 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 may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (below 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 and admitted to do business in the State of New York and must be rated "A- VII" or better by A.M. Best (Current Rate Guide). If the Vendor 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 immediate termination of the Agreement.

The City of Saratoga Springs requires the Vendor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- Cyber (Privacy) Liability Insurance: 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 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 ten (10) 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 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 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 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. 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, 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 third party claims, damages, losses and expense (including, but not limited to, reasonable attorneys' fees), arising out of the performance of the work or purchase of the services, sustained by any person or persons, provided that any such third party 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 larcenous act or negligent act or omission of Vendor or its employees or anyone for whom the Vendor 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, as aforesaid. The Vendor'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:
12. NYS(D&E), 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

13. Vendor 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 that the City conducts business with. The City requires that all Vendor 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. Vendor agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor meet the following standards:

- Legal: Vendor 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 should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor shall comply with all applicable environmental laws and regulations. Where practicable, Vendor 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 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 acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

14. Governing Law: This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor. The Vendor agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. 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.
16. Venue: The City and the Vendor 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.
17. Assignment: The Vendor is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor's right, title, or interest therein or the Vendor's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor assigns, conveys, sublets or otherwise disposes of the Vendor'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.
18. Termination: The Vendor 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 at least thirty (30) 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 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.
19. Default: Vendor's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor's default.
20. 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.
21. 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.

22. **Severability:** In the event that any portion of this Agreement shall be adjudged to be unenforceable for any reason, said portion shall in no manner affect the other portions of this Agreement which shall remain in full force and effect as if the portions adjudged invalid or unenforceable were not originally a part thereof.
23. **Modification:** This Agreement may be modified only by a written agreement by both parties.
24. **Limitation of Liability:** NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE, OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE CITY TO THE LEASOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

25. **Warranty Disclaimer:** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, VENDOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

26. **Return Policy:** All items are subject to the vendor's return policy.

See Vendor's website.

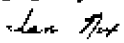
27. **Execution:**

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 copies 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 executed copies of this Agreement.

Vendor 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-a is complete, true and accurate.

All Parties, having agreed to the terms and recitals set forth herein, and in relying thereon, herein signs this agreement:

Vendor Signature:  Date: 11/2/2023

Print Name: Ian Nix Title: Manager- Contracts

City of Saratoga Springs Signature:  Date: 11/02/2023

Print Name: Ron Kim Title: Mayor City Council Approval Date: 10/19/2023



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

SUBPOENA DUCES TECUM
THE PEOPLE OF THE STATE OF NEW YORK

TO: Tony Izzo
City Attorney
City of Saratoga Springs
474 Broadway, Ste. 21
Saratoga Springs, NY 12866
tony.izzo@saratoga-springs.org

Via Email

YOU ARE HEREBY COMMANDED, under Executive Law § 75(4), that, all business and excuses being laid aside, to produce to the Office of the Attorney General of the State of New York, Letitia James, 28 Liberty Street, New York, New York 10005, in accordance with the Instructions and Definitions below, any and all documents requested in the attached Schedule that are in Your possession, custody or control, including documents in the possession, custody and control of entities that You own or control in whole or in part. Your production of Documents in response to this subpoena should be addressed to the attention of Rick Sawyer, Esq., Special Counsel, Civil Rights Bureau, and may be submitted by mail or electronic mail provided it is received by **March 6, 2023** or any agreed upon adjourned date thereafter.

PLEASE TAKE NOTICE that the Attorney General deems the Documents and testimony requested by this subpoena to be relevant and material to an investigation and inquiry undertaken in the public interest.

PLEASE TAKE FURTHER NOTICE that disobedience of this subpoena by failing to deliver the documents and information requested in the attached schedule on the date, time and place stated above or any agreed adjourned date and time may subject Saratoga Springs to prosecution under New York law.

PLEASE TAKE FURTHER NOTICE that the City of Saratoga Springs and the Saratoga Springs Police Department shall immediately implement a litigation hold preserving all documents relating to the subject matter of this subpoena, including all documents concerning the specific documents demanded herein.

WITNESS, the Honorable Letitia James, Attorney General of the State of New York, this
7th day of February 2023.

By: /s/ Kyle S. Rapinan
Kyle S. Rapinan, Esq.
Assistant Attorney General
Civil Rights Bureau
Kyle.Rapinan@ag.ny.gov
(212) 416-8618

Rick Sawyer, Esq.
Special Counsel, Civil Rights Bureau
Richard.Sawyer@ag.ny.gov
(212) 416-6182

Definitions

1. "All" means "any and all" and "any" means "any and all."
2. "And" and "or" should be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.
3. "Saratoga Springs Police Department" or "SSPD" includes its employees, administrators, officers, agents, and representatives.
4. "Concerning" means relating to, referring to, describing, evidencing, regarding or constituting.
5. "Document" means any written, recorded, printed, imprinted, digitized, or graphic matter, whether an original, a draft, or a copy, whether produced, reproduced, or stored on papers, cards, tapes, belts, computer devices, and each and every tangible thing from which information can be processed or transcribed, such as tape or other electronic data communications. The term includes, but is not limited to, letters, memoranda, notes, instructions, reports, analyses, telegrams, telexes, diaries, calendars, studies, logs, journals, books, notebooks, plans, records, forms, charts, graphs, recordings, photographs (positive prints and negatives), slides, work-sheets, customer checks, credit card charge slips, computation sheets, computer printouts and programs, voice mail, web site and e-mail tapes, discs, microfilm, microfiche, any marginal comments appearing on any document, and copies of documents which are not identical duplications of the originals (e.g., because handwritten or "blind" copy notes appear thereon or are attached thereto).
6. "Employee" means any person carried on the payroll of, or who receives proceeds from, the Saratoga Springs Police Department, either as a salaried or hourly employee, a full-time or part-time employee, a temporary, probationary or permanent employee, employee on commission, or independent contractor.
7. "Including" means without limitation.
8. "Misconduct" refers to any allegation of officer conduct as contrary to law or policy or otherwise deficient or inappropriate that relates to stops and frisks, searches and seizures, arrests and charges, use of force, the failure of officers to intervene to protect civilians from officer misconduct, unlawful home entries, bias, the use of racial or other bias-based epithets, racial profiling, harassment and retaliation, and officer untruthfulness.
9. "Protest" refers to a public demonstration, rally, or gathering of a single person or group of persons expressing a statement or action in support of or objection against anything.
10. "SSPD Personnel" refers to all rank and file officers, civilian employees, and SSPD leadership at all levels including Chief.
11. "Relevant Period" refers to the period between November 10, 2021, to February 3, 2023.

12. The singular of any word includes the plural; the plural of any word includes the singular.
13. The use of a verb in any tense should be construed as the use of that verb in all other tenses, wherever necessary to bring within the scope of the document request all responses which might otherwise be construed to be outside its scope.

Time Period

The relevant time period for this subpoena is from **November 10, 2021**, until **February 3, 2023**, unless otherwise indicated.

Instructions

1. Manner of Compliance – Search Terms, Predictive Coding or Automated Document Review. If you plan to comply with the document requests enumerated in this request using search terms, predictive coding, or any form of automated document review, please submit a proposal on or before February 21, 2023 detailing the following:
 - a. the underlying complete universe of documents responsive to each request contained in this request, prior to the exclusion of any document through search terms, predictive coding, or automated review, by custodian, if applicable; and
 - b. the proposed keywords, metadata filters, threading, clustering, near duplicate grouping, analytics, predictive coding, or other forms of technology-assisted review employed to exclude any documents from your review or to withhold documents from production without review, including a “hit list” showing how many documents are responsive to each proposed search term or filter applied to the underlying complete universe of documents available.
2. Preservation of Relevant Documents and Information: Spoliation. Please preserve Documents and information relevant or potentially relevant to this request from destruction or loss. Your duty to preserve such documents for litigation or investigation supersedes any data retention policy to the contrary.
3. Possession, Custody, and Control. This request calls for all responsive Documents or information in your possession, custody, or control. This includes, without limitation, Documents or information possessed or held by any present or former officers, directors, employees, agents, representatives, divisions, affiliates, subsidiaries, or Persons from whom you could request Documents or information. If Documents or information responsive to a request in this request are in your control, but not in your possession or custody, please promptly identify the Person with possession or custody.
4. No Documents Responsive to Requests. If there are no Documents responsive to any particular request, please state so in writing.
5. Format of Production. Unless otherwise specified and agreed to by OAG staff, all responsive documents should be produced in electronic format with the enumerated metadata fields indicated in the specifications set out in Attachments 1 and 2.
6. Existing Organization of Documents to be Preserved. Regardless of whether a production is in electronic or paper format, each Document should be produced in the same form, sequence, organization, or other order or layout in which it was maintained before production in the ordinary course of business, including but not limited to, production of any Document or other material indicating filing or other organization. Such production should include without limitation any file folder, file jacket, cover, or similar organizational material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in your files should

remain so attached in any production; or if such production is electronic, should be accompanied by notation or information sufficient to indicate clearly such physical attachment.

7. Document Numbering. All Documents responsive to this request, regardless of whether produced or withheld on ground of privilege or other legal doctrine, and regardless of whether production is in electronic or paper format, should be numbered in the lower right corner of each page of such Document, without disrupting or altering the form, sequence, organization, or other order or layout in which such Documents were maintained before production. Such number should comprise a prefix containing a two- or three-letter abbreviation of the producing Person's name, followed by a unique, sequential, identifying document control number.
8. Privilege. If you withhold any Document responsive to this request on the ground of privilege or other legal doctrine, please submit with the Documents produced a statement in writing that:
 - a. specifies the privilege or other asserted basis for withholding the Document;
 - b. describes the nature and general topic or subject matter of the Document;
 - c. identifies the persons who prepared the document and any persons to whom the Document was sent or disclosed;
 - d. identifies any persons who have seen or had possession of the Document; and,
 - e. specifies the dates on which the Document was prepared, transmitted and received.
9. Documents No Longer in Your Possession. If any Document requested herein was formerly in your possession, custody, or control but is no longer available, or no longer exists, please submit a statement in writing that:
 - a. describes in detail the nature of such Document and its contents;
 - b. identifies the Person who prepared the Document and any persons to whom the document was sent or disclosed;
 - c. identifies all Persons who have seen or had possession of such Document;
 - d. specifies the date on which such Document was prepared, transmitted, and received;
 - e. specifies the date on which the document was unavailable, lost, or destroyed and specifies the reason why such Document is unavailable, including without limitation whether it was misplaced, lost, destroyed, or transferred, and if such

Document has been destroyed or transferred, the conditions of and reasons for such destruction or transfer and the identity of the Persons requesting and performing such destruction or transfer; and identifies all Persons with knowledge of any portion of the contents of the Document.

10. Cover Letter. Accompanying any production made pursuant to this request, please include a cover letter that should at a minimum provide an index containing:

- a. a description of the type and content of each Document produced therewith;
- b. the paragraph number of any requests to which each such Document is responsive;
- c. the identity of any Custodian of each such Document; and
- d. the document control number of each such Document.

Document Requests

1. The SSPD incident reports concerning the protests in Saratoga Springs on January 31, 2023, and February 3, 2023.
2. To the extent not requested above, all command instructions, including incident briefings, operational plans, logs, bulletins, roll calls, PowerPoints, and emails, given by SSPD officers or civilian supervisors, concerning the protests on January 31, 2023, and February 3, 2023.
3. To the extent not requested above, any other written instructions given to SSPD police officers by superior officers or civilian supervisors concerning the protests on January 31, 2023, and February 3, 2023, whether conveyed by email, text message, or other means.
4. All SSPD policies, general orders, procedures, and directives issued since November 10, 2021 concerning the following topics:
 - a. Crowd control, crowd management, dispersal orders, "disorder control," or responding to public protests, rallies or demonstrations;
 - b. Patrol guides, and;
 - c. Policies, general orders, procedures, forms and directives related to:
 - i. Incidents of use of force;
 - ii. De-escalation strategies;
 - iii. Police interactions with civilians, including stops, the issuances of fines or tickets, arrests, and the patrolling of neighborhoods;
 - iv. Police interactions with bystanders and suspects;
 - v. Community engagement and programming;
 - vi. Equitable policing;
 - vii. Field interviews;
 - viii. Surveillance operations;
 - ix. Property control;
 - x. Command discipline.

Certification of Business Records

State of _____)
) ss.:
 County of _____)

_____, being duly sworn, deposes and says:

1. I am the duly authorized custodian or other qualified witness of the business records of _____;

I am familiar with the business practices and procedures of _____ and have the authority to make this certification.

2. To the best of my knowledge, after reasonable inquiry, the records produced in response to the subpoena are accurate versions of the documents described in the subpoena that are in my possession, custody or control.
3. To the best of my knowledge, after reasonable inquiry, the records represent all the documents described in the subpoena duces tecum except that the following documents are missing for the reason stated:

4. The records produced were made by the personnel or staff of the business, or persons acting under their control, in the regular course of business, at the time of the act, transaction, occurrence or event recorded therein, or within a reasonable time thereafter, and it was the regular course of business to make such records.

Sworn to before me this _____
day of _____, 2023

Notary Public

ATTACHMENT I
Electronic Document Production Specifications

Unless otherwise specified and agreed to by the Office of Attorney General, all responsive documents must be produced in LexisNexis® Concordance® format in accordance with the following instructions. Any questions regarding electronic document production should be directed to the Assistant Attorney General whose telephone number appears on the subpoena.

1. Concordance Production Components. A Concordance production consists of the following component files, which must be produced in accordance with the specifications set forth below in Section 7.
 - A. ***Metadata Load File.*** A delimited text file that lists in columnar format the required metadata for each produced document.
 - B. ***Extracted or OCR Text Files.*** Document-level extracted text for each produced document or document-level optical character recognition ("OCR") text where extracted text is not available.
 - C. ***Single-Page Image Files.*** Individual petrified page images of the produced documents in tagged image format ("TIF"), with page-level Bates number endorsements.
 - D. ***Opticon Load File.*** A delimited text file that lists the single-page TIF files for each produced document and defines (i) the relative location of the TIF files on the production media and (ii) each document break.
 - E. ***Native Files.*** Native format versions of non-printable or non-print friendly produced documents.
2. Production Folder Structure. The production must be organized according to the following standard folder structure:
 - data\ (contains production load files)
 - images\ (contains single-page TIF files, with subfolder organization)
 \0001, \0002, \0003...
 - native_files\ (contains native files, with subfolder organization)
 \0001, \0002, \0003...
 - text\ (contains text files, with subfolder organization)
 \0001, \0002, \0003...
3. De-Duplication. You must perform global de-duplication of stand-alone documents and email families against any productions pursuant to this or previously related subpoenas.
4. Paper or Scanned Documents. Documents that exist only in paper format must be scanned to single-page TIF files and OCR'd. The resulting electronic files should be pursued in Concordance format pursuant to these instructions. You must contact the Assistant Attorney General whose telephone number appears on the subpoena to discuss

(i) any documents that cannot be scanned, and (ii) how information for scanned documents should be represented in the metadata load file.

5. Structured Data. Before producing structured data, including but not limited to relational databases, transactional data, and xml pages, you must first speak to the Assistant Attorney General whose telephone number appears on the subpoena. Structured data is data that has a defined length and format and includes, but is not limited to, relational databases, graphical databases, JSON files, or xml/html pages.

A. Relational Databases

1. Database tables should be provided in CSV or other delimited machine-readable, non-proprietary format, with each table in a separate data file. The preferred delimiter is a vertical bar "|". If after speaking with the Assistant Attorney General and it is determined that the data cannot be exported from a proprietary database, then the data can be produced in the proprietary format so long as the Office of the Attorney General is given sufficient access to that data.

2. Each database must have an accompanying Data Dictionary.

3. Dates and numbers must be clearly and consistently formatted and, where relevant, units of measure should be explained in the Data Dictionary.

4. Records must contain clear, unique identifiers, and the Data Dictionary must include explanations of how the files and records relate to one another.

5. Each data file must also have an accompanying summary file that provides total row counts for the entire dataset and total row counts.

B. Compression

1. If Documents are provided in a compressed archive, only standard lossless compression methods (e.g., gzip, bzip2, and ZIP) shall be used. Media files should be provided in their original file format, with metadata preserved and no additional lossy encoding applied.

6. Media and Encryption. All documents must be produced on CD, DVD, or hard-drive media. After consultation with the Assistant Attorney General, Documents may also be produced over a secure file transfer protocol (FTP), a pre-approved cloud-based platform (e.g. Amazon Web Services S3 bucket), or the Attorney General's cloud platform OAGCloud. All production media must be protected with a strong, randomly-generated password containing at least 16 alphanumeric characters and encrypted using Advanced Encryption Standard with 256-bit key length (AES-256). Passwords for electronic documents, files, compressed archives and encrypted media must be provided separately from the media.

7. Production File Requirements.

A. *Metadata Load File*

- Required file format:
 - ASCII or UTF-8
 - Windows formatted CR + LF end of line characters, including full CR + LF on last record in file.
 - .dat file extension
 - Field delimiter: (ASCII decimal character 20)
 - Text Qualifier: | (ASCII decimal character 254). Date and pure numeric value fields do not require qualifiers.
 - Multiple value field delimiter: ; (ASCII decimal character 59)
- The first line of the metadata load file must list all included fields. All required fields are listed in Attachment 2.
- Fields with no values must be represented by empty columns maintaining delimiters and qualifiers.
- **Note:** All documents must have page-level Bates numbering (except documents produced only in native format, which must be assigned a document-level Bates number). The metadata load file must list the beginning and ending Bates numbers (BEGDOC and ENDDOC) for each document. For document families, including but not limited to emails and attachments, compound documents, and uncompressed file containers, the metadata load file must also list the Bates range of the entire document family (ATTACHRANGE), beginning with the first Bates number (BEGDOC) of the "parent" document and ending with the last Bates number (ENDDOC) assigned to the last "child" in the document family
- Date and Time metadata must be provided in separate columns.
- Accepted date formats:
 - mm/dd/yyyy
 - yyyy/mm/dd
 - yyyymmdd
- Accepted time formats:
 - hh:mm:ss (if not in 24-hour format, you must indicate am/pm)
 - hh:mm:ss:mmm

B. *Extracted or OCR Text Files*

- You must produce individual document-level text files containing the full extracted text for each produced document.
- When extracted text is not available (for instance, for image-only documents) you must provide individual document-level text files containing the document's full OCR text.
- The filename for each text file must match the document's beginning Bates number (BEGDOC) listed in the metadata load file.
- Text files must be divided into subfolders containing no more than 500 to 1000 files.

C. ***Single-Page Image Files (Petrified Page Images)***

- Where possible, all produced documents must be converted into single-page tagged image format (“TIF”) files. See Section 7.E below for instructions on producing native versions of documents you are unable to convert.
- Image documents that exist only in non-TIF formats must be converted into TIF files. The original image format must be produced as a native file as described in Section 7.F below.
- For documents produced only in native format, you must provide a TIF placeholder that states “Document produced only in native format.”
- Each single-page TIF file must be endorsed with a unique Bates number.
- The filename for each single-page TIF file must match the unique page-level Bates number (or document-level Bates number for documents produced only in native format).
- Required image file format:
 - CCITT Group 4 compression
 - 2-Bit black and white
 - 300 dpi
 - Either .tif or .tiff file extension.
- TIF files must be divided into subfolders containing no more than 500 to 1000 files. Where possible documents should not span multiple subfolders.

D. ***Opticon Load File***

- Required file format:
 - ASCII
 - Windows formatted CR + LF end of line characters
 - Field delimiter: , (ASCII decimal character 44)
 - No Text Qualifier
 - .opt file extension
- The comma-delimited Opticon load file must contain the following seven fields (as indicated below, values for certain fields may be left blank):
 - ALIAS or IMAGEKEY – the unique Bates number assigned to each page of the production.
 - VOLUME – this value is optional and may be left blank.
 - RELATIVE PATH – the filepath to each single-page image file on the production media.
 - DOCUMENT BREAK – defines the first page of a document. The only possible values for this field are “Y” or blank.
 - FOLDER BREAK – defines the first page of a folder. The only possible values for this field are “Y” or blank.
 - BOX BREAK – defines the first page of a box. The only possible values for this field are “Y” or blank.
 - PAGE COUNT – this value is optional and may be left blank.
- ***Example:***
ABC00001,,IMAGES\0001\ABC00001.tif,Y,,,2
ABC00002,,IMAGES\0001\ABC00002.tif,,,

ABC00003,,IMAGES\0002\ABC00003.tif,Y,,,I
ABC00004,,IMAGES\0002\ABC00004.tif,Y,,,I

E. *Native Files*

- Non-printable or non-print friendly documents (including but not limited to spreadsheets, audio files, video files and documents for which color has significance to document fidelity) must be produced in their native format.
- The filename of each native file must match the document's beginning Bates number (BEGDOC) in the metadata load file and retain the original file extension.
- For documents produced only in native format, you must assign a single document-level Bates number and provide an image file placeholder that states "Document produced only in native format."
- The relative paths to all native files on the production media must be listed in the NATIVEFILE field of the metadata load file.
- Native files that are password-protected must be decrypted to conversion and produced in decrypted form. In cases where this cannot be achieved the document's password must be listed in the metadata load file. The password should be placed in the COMMENTS field with the format Password: <PASSWORD>.
- You may be required to supply a software license for proprietary documents produced only in native format.

ATTACHMENT 2
Required Fields for Metadata Load File

FIELD NAME	FIELD DESCRIPTION	FIELD VALUE EXAMPLE¹
DOCID	Unique document reference (can be used for de-duplication).	ABC0001 or ###,###,###,###
BEGDOC	Bates number assigned to the first page of the document.	ABC0001
ENDDOC	Bates number assigned to the last page of the document.	ABC0002
BEGATTACH	Bates number assigned to the first page of the parent document in a document family (<i>i.e.</i> , should be the same as BEGDOC of the parent document, or PARENTDOC).	ABC0001
ENDATTACH	Bates number assigned to the last page of the last child document in a family (<i>i.e.</i> , should be the same as ENDDOC of the last child document).	ABC0008
ATTACHRANGE	Bates range of entire document family.	ABC0001 - ABC0008
PARENTDOC	BEGDOC of parent document.	ABC0001
CHILDDOCS	List of BEGDOCs of all child documents, delimited by ";" when field has multiple values.	ABC0002; ABC0003; ABC0004...
DOCREQ	List of particular Requests for Documents to be Produced in the subpoena	1; 2; 3 . . .
INTERROG	List of particular [Requests for Information] [interrogatories] in the subpoena	1; 2; 3 . . .
COMMENTS	Additional document comments, such as passwords for encrypted files.	

¹ Examples represent possible values and not required format unless the field format is specified in Attachment 1.

NATIVEFILE	Relative file path of the native file on the production media.	\\Native_File\Folder\...ABE GDOC.txt
SOURCE	For scanned paper records this should be a description of the physical location of the original paper record. For loose electronic files this should be the name of the file server or workstation where the files were gathered.	Company Name, Department Name, Location, Box Number...
CUSTODIAN	Owner of the document or file.	Firstname Lastname, Lastname, Firstname, User Name; Company Name, Department Name...
FROM	Sender of the email.	Firstname Lastname < FLastname @domain >
TO	All to: members or recipients, delimited by ";" when field has multiple values.	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ..
CC	All cc: members, delimited by ";" when field has multiple values.	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ...
BCC	All bcc: members, delimited by ";" when field has multiple values	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ..
SUBJECT	Subject line of the email.	
DATERCVD	Date that an email was received.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMERCVD	Time that an email was received.	hh:mm:ss AM/PM or hh:mm:ss

DATESENT	Date that an email was sent.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMESENT	Time that an email was sent.	hh:mm:ss AM/PM or hh:mm:ss
CALBEGDATE	Date that a meeting begins.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
CALBEGTIME	Time that a meeting begins.	hh:mm:ss AM/PM or hh:mm:ss
CALENDDATE	Date that a meeting ends.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
CALENDTIME	Time that a meeting ends.	hh:mm:ss AM/PM or hh:mm:ss
CALENDARDUR	Duration of a meeting in hours.	0.75, 1.5...
ATTACHMENTS	List of filenames of all attachments, delimited by ";" when field has multiple values.	AttachmentFileName.; AttachmentFileName.doc x; AttachmentFileName.pdf; ...
NUMATTACH	Number of attachments.	1, 2, 3, 4...
RECORDTYPE	General type of record.	IMAGE: LOOSE E- MAIL; E-MAIL; E-DOC; IMAGE ATTACHMENT; LOOSE E-MAIL ATTACHMENT; E- MAIL ATTACHMENT; E-DOC ATTACHMENT
FOLDERLOC	Original folder path of the produced document.	Drive\Folder\...\
FILENAME	Original filename of the produced document.	Filename.ext
DOCEXT	Original file extension.	html, xls, pdf
DOCTYPE	Name of the program that created the produced document.	Adobe Acrobat, Microsoft Word, Microsoft Excel, Corel WordPerfect...

TITLE	Document title (if entered).	
AUTHOR	Name of the document author.	Firstname Lastname; Lastname, First Name; FLastname
REVISION	Number of revisions to a document.	18
DATECREATED	Date that a document was created.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMECREATED	Time that a document was created.	hh:mm:ss AM/PM or hh:mm:ss
DATEMOD	Date that a document was last modified.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMEMOD	Time that a document was last modified.	hh:mm:ss AM/PM or hh:mm:ss
FILESIZE	Original file size in bytes.	128, 512, 1024...
PGCOUNT	Number of pages per document.	1, 2, 10, 100. .
IMPORTANCE	Email ity level if set.	Low, Normal, High
TIFFSTATUS	Generated by the Law Pre-discovery production tool (leave blank if inapplicable).	Y, C, E, W, N, P
DUPSTATUS	Generated by the Law Pre-discovery production tool (leave blank if inapplicable).	P
MD5HASH	MD5 hash value computed from native file (a/k/a file fingerprint).	BC1C5CA6C1945179FE E144F25F51087B
SHA1HASH	SHA1 hash value	B68F4F57223CA7DA358 4BAD7ECF111B8044F86 31
MSGINDEX	Email message ID	



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

SUBPOENA DUCES TECUM

THE PEOPLE OF THE STATE OF NEW YORK

TO: Saratoga Police Department
474 Broadway, Ste. 21
Saratoga Springs, NY 12866

BY: Tony Izzo (*Via Email*)
City Attorney
City of Saratoga Springs
474 Broadway, Ste. 21
Saratoga Springs, NY 12866
tony.izzo@saratoga-springs.org

YOU ARE HEREBY COMMANDED, under New York Executive Law § 75(3), the Attorney General is conducting an investigation and has a good faith belief the Saratoga Police Department and the City of Saratoga Springs have documents and records that are relevant to the investigation.

YOU ARE FURTHER COMMANDED, under Executive Law § 75(4), we command you or a designated agent, all business and excuses being laid aside, to produce, at the offices of Letitia James, Attorney General of the State of New York, 28 Liberty, 20th Floor, New York, New York, 10005, on or before 5:00 p.m. on **May 18, 2023** the following documents that are within your possession, custody, or control or possession, custody or control of your agents or attorneys, subject to the instructions, definitions and relevant time period set forth below.

PLEASE TAKE NOTICE that the Attorney General deems the documents requested by this subpoena to be relevant and material to an investigation and inquiry undertaken in the public interest.

PLEASE TAKE FURTHER NOTICE that disobedience of this subpoena by failing to deliver the documents and information requested in the attached schedule on the date, time and place stated above or any agreed adjourned date and time may subject the Saratoga Police Department and the City of Saratoga Springs to further action under New York law.

PLEASE TAKE FURTHER NOTICE that the Saratoga Police Department and City of Saratoga Springs shall immediately implement a litigation hold preserving all documents relating

to the subject matter of this subpoena, including all documents concerning the specific documents demanded herein.

Definitions

1. "You" means City of Saratoga Springs or the Saratoga Springs Police Department.
2. "All" means "any and all" and "any" means "any and all."
3. "And" and "or" should be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.
4. "Employee of the City of Saratoga Springs" means any person carried on the payroll of, or who receives proceeds from, the City of Saratoga Springs, either as a salaried or hourly employee, a full-time or part-time employee, a temporary, probationary or permanent employee, employee on commission, or independent contractor.
5. "Saratoga Springs Police Department" or "SSPD" includes its employees, administrators, officers, agents, and representatives.
6. "SSPD Personnel" refers to all rank and file officers, civilian employees, and SSPD leadership at all levels including Chief.
7. "SSPD Employee" means any person carried on the payroll of, or who receives proceeds from, the Saratoga Springs Police Department, either as a salaried or hourly employee, a full-time or part-time employee, a temporary, probationary or permanent employee, employee on commission, or independent contractor.
8. "Concerning" means relating to, referring to, describing, evidencing, regarding or constituting.
9. "Document" means any written, recorded, printed, imprinted, digitized, or graphic matter, whether an original, a draft, or a copy, whether produced, reproduced, or stored on papers, cards, tapes, belts, computer devices, and each and every tangible thing from which information can be processed or transcribed, such as tape or other electronic data communications. The term includes, but is not limited to, letters, memoranda, notes, instructions, reports, analyses, telegrams, telexes, diaries, calendars, studies, logs, journals, books, notebooks, plans, records, forms, charts, graphs, recordings, photographs (positive prints and negatives), slides, work-sheets, customer checks, credit card charge slips, computation sheets, computer printouts and programs, voice mail, web site and e-mail tapes, discs, microfilm, microfiche, any marginal comments appearing on any document, and copies of documents which are not identical duplications of the originals (e.g., because handwritten or "blind" copy notes appear thereon or are attached thereto).
10. "Communication" means any conversation, discussion, notification, letter, email, text message, memorandum, meeting, note or any other transmittal of information or message, whether transmitted in writing, orally, electronically or by any other means, and shall include any Document that abstracts, digests, transcribes, records or reflects any of the foregoing.

11. "Including" means without limitation.
12. "Misconduct" refers to any allegation of officer conduct as contrary to law or policy or otherwise deficient or inappropriate that relates to stops and frisks, searches and seizures, arrests and charges, use of force, the failure of officers to intervene to protect civilians from officer misconduct, unlawful home entries, bias, the use of racial or other bias-based epithets, racial profiling, harassment and retaliation, and officer untruthfulness.
13. "Protest" refers to a public demonstration, rally, or gathering of a single person or group of persons expressing a statement or action in support of or objection against anything.
14. "Relevant Period" refers to the period between January 1, 2021 to the present.
15. The singular of any word includes the plural; the plural of any word includes the singular.
16. The use of a verb in any tense should be construed as the use of that verb in all other tenses, wherever necessary to bring within the scope of the document request all responses which might otherwise be construed to be outside its scope.

Instructions

1. **Manner of Compliance – Search Terms, Predictive Coding or Automated Document Review.** If you plan to comply with the document requests enumerated in this request using search terms, predictive coding, or any form of automated document review, please submit a proposal on or before May 10, 2023 detailing the following:
 - a. the underlying complete universe of documents responsive to each request contained in this request, prior to the exclusion of any document through search terms, predictive coding, or automated review, by custodian, if applicable; and
 - b. the proposed keywords, metadata filters, threading, clustering, near duplicate grouping, analytics, predictive coding, or other forms of technology-assisted review employed to exclude any documents from your review or to withhold documents from production without review, including a “hit list” showing how many documents are responsive to each proposed search term or filter applied to the underlying complete universe of documents available.
2. **Preservation of Relevant Documents and Information; Spoliation.** Please preserve Documents and information relevant or potentially relevant to this request from destruction or loss. Your duty to preserve such documents for litigation or investigation supersedes any data retention policy to the contrary.
3. **Possession, Custody, and Control.** This request calls for all responsive Documents or information in your possession, custody, or control. This includes, without limitation, Documents or information possessed or held by any present or former officers, directors, employees, agents, representatives, divisions, affiliates, subsidiaries, or Persons from whom you could request Documents or information. If Documents or information responsive to a request in this request are in your control, but not in your possession or custody, please promptly identify the Person with possession or custody.
4. **No Documents Responsive to Requests.** If there are no Documents responsive to any particular request, please state so in writing.
5. **Format of Production.** Unless otherwise specified and agreed to by OAG staff, all responsive documents should be produced in electronic format with the enumerated metadata fields indicated in the specifications set out in **Attachments 1 and 2.**
6. **Existing Organization of Documents to be Preserved.** Regardless of whether a production is in electronic or paper format, each Document should be produced in the same form, sequence, organization, or other order or layout in which it was maintained before production in the ordinary course of business, including but not limited to, production of any Document or other material indicating filing or other organization. Such production should include without limitation any file folder, file jacket, cover, or similar organizational material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in your files should remain so attached in any production; or if such production is electronic, should be

accompanied by notation or information sufficient to indicate clearly such physical attachment.

7. Document Numbering. All Documents responsive to this request, regardless of whether produced or withheld on ground of privilege or other legal doctrine, and regardless of whether production is in electronic or paper format, should be numbered in the lower right corner of each page of such Document, without disrupting or altering the form, sequence, organization, or other order or layout in which such Documents were maintained before production. Such number should comprise a prefix containing a two- or three-letter abbreviation of the producing Person's name, followed by a unique, sequential, identifying document control number.
8. Privilege. If you withhold any Document responsive to this request on the ground of privilege or other legal doctrine, please submit with the Documents produced a statement in writing that:
 - a. specifies the privilege or other asserted basis for withholding the Document;
 - b. describes the nature and general topic or subject matter of the Document;
 - c. identifies the persons who prepared the document and any persons to whom the Document was sent or disclosed;
 - d. identifies any persons who have seen or had possession of the Document; and,
 - e. specifies the dates on which the Document was prepared, transmitted and received.
9. Documents No Longer in Your Possession. If any Document requested herein was formerly in your possession, custody, or control but is no longer available, or no longer exists, please submit a statement in writing that:
 - a. describes in detail the nature of such Document and its contents;
 - b. identifies the Person who prepared the Document and any persons to whom the document was sent or disclosed;
 - c. identifies all Persons who have seen or had possession of such Document;
 - d. specifies the date on which such Document was prepared, transmitted, and received;
 - e. specifies the date on which the document was unavailable, lost, or destroyed and specifies the reason why such Document is unavailable, including without limitation whether it was misplaced, lost, destroyed, or transferred, and if such Document has been destroyed or transferred, the conditions of and reasons for

such destruction or transfer and the identity of the Persons requesting and performing such destruction or transfer; and identifies all Persons with knowledge of any portion of the contents of the Document.

10. Cover Letter. Accompanying any production made pursuant to this request, please include a cover letter that should at a minimum provide an index containing:

- a. a description of the type and content of each Document produced therewith;
- b. the paragraph number of any requests to which each such Document is responsive;
- c. the identity of any Custodian of each such Document; and
- d. the document control number of each such Document.

Document Requests

YOU ARE HEREBY REQUIRED TO PRODUCE, at the time and place aforesaid, originals or true copies of the following:

1. To the extent not previously produced, all documents regarding arrests related to any protest that has taken place in Saratoga Springs since January 1, 2020, including but not limited to:
 - a. the full arrest report for each arrest;
 - b. the total number of arrests disaggregated by race and date of arrest;
 - c. arrest number and summons number;
 - d. full name and shield number of the arresting officer;
 - e. geographic location of the arrest (including address if known);
 - f. length and location of pre-arraignment detention, including date and arrest, date and time of arrival at detention facility and date and time of release;
 - g. criminal charge(s);
 - h. Top Charge Category (F, M, V); and
 - i. disposition of any such charge(s).
2. To the extent not previously produced, all planning documents related to the SSPD's preparation for the 2021 New York Racing Association, including the 2021 NYRA Response Plan or any other form ICS 208 related to the 2021 NYRA season, the 2021 Season Response Plan, or any other form ICS 201 related to the 2021 NYRA season, and any threat assessment issued by the New York State Intelligence Center for the 2021 NYRA season.

WITNESS, the Honorable Letitia James, Attorney General of the State of New York, this 4th day of May 2023.

LETITIA JAMES
Attorney General of the State of New York
/s/ Rick Sawyer
Rick Sawyer, Special Counsel
Kyle Rapiñan, Assistant Attorney General
Travis England, Deputy Chief
Civil Rights Bureau
Tyler Nims, Chief
Law Enforcement Misconduct Investigative Office
State of New York
Office of the Attorney General
Richard.Sawyer@ag.ny.gov (212) 416-6201

ATTACHMENT 1
Electronic Document Production Specifications

Unless otherwise specified and agreed to by the Office of Attorney General, all responsive documents must be produced in LexisNexis® Concordance® format in accordance with the following instructions. Any questions regarding electronic document production should be directed to the Assistant Attorney General whose telephone number appears on the subpoena.

1. Concordance Production Components. A Concordance production consists of the following component files, which must be produced in accordance with the specifications set forth below in Section 7.
 - A. ***Metadata Load File.*** A delimited text file that lists in columnar format the required metadata for each produced document.
 - B. ***Extracted or OCR Text Files.*** Document-level extracted text for each produced document or document-level optical character recognition (“OCR”) text where extracted text is not available.
 - C. ***Single-Page Image Files.*** Individual petrified page images of the produced documents in tagged image format (“TIF”), with page-level Bates number endorsements.
 - D. ***Opticon Load File.*** A delimited text file that lists the single-page TIF files for each produced document and defines (i) the relative location of the TIF files on the production media and (ii) each document break.
 - E. ***Native Files.*** Native format versions of non-printable or non-print friendly produced documents.
2. Production Folder Structure. The production must be organized according to the following standard folder structure:
 - data\ (contains production load files)
 - images\ (contains single-page TIF files, with subfolder organization)
 \0001, \0002, \0003...
 - native_files\ (contains native files, with subfolder organization)
 \0001, \0002, \0003...
 - text\ (contains text files, with subfolder organization)
 \0001, \0002, \0003...
3. De-Duplication. You must perform global de-duplication of stand-alone documents and email families against any productions pursuant to this or previously related subpoenas.
4. Paper or Scanned Documents. Documents that exist only in paper format must be scanned to single-page TIF files and OCR’d. The resulting electronic files should be pursued in Concordance format pursuant to these instructions. You must contact the Assistant Attorney General whose telephone number appears on the subpoena to discuss

(i) any documents that cannot be scanned, and (ii) how information for scanned documents should be represented in the metadata load file.

5. Structured Data. Before producing structured data, including but not limited to relational databases, transactional data, and xml pages, you must first speak to the Assistant Attorney General whose telephone number appears on the subpoena. Structured data is data that has a defined length and format and includes, but is not limited to, relational databases, graphical databases, JSON files, or xml/html pages.

A. Relational Databases

1. Database tables should be provided in CSV or other delimited machine-readable, non-proprietary format, with each table in a separate data file. The preferred delimiter is a vertical bar "|". If after speaking with the Assistant Attorney General and it is determined that the data cannot be exported from a proprietary database, then the data can be produced in the proprietary format so long as the Office of the Attorney General is given sufficient access to that data.

2. Each database must have an accompanying Data Dictionary.

3. Dates and numbers must be clearly and consistently formatted and, where relevant, units of measure should be explained in the Data Dictionary.

4. Records must contain clear, unique identifiers, and the Data Dictionary must include explanations of how the files and records relate to one another.

5. Each data file must also have an accompanying summary file that provides total row counts for the entire dataset and total row counts.

B. Compression

1. If Documents are provided in a compressed archive, only standard lossless compression methods (e.g., gzip, bzip2, and ZIP) shall be used. Media files should be provided in their original file format, with metadata preserved and no additional lossy encoding applied.

6. Media and Encryption. All documents must be produced on CD, DVD, or hard-drive media. After consultation with the Assistant Attorney General, Documents may also be produced over a secure file transfer protocol (FTP), a pre-approved cloud-based platform (e.g. Amazon Web Services S3 bucket), or the Attorney General's cloud platform OAGCloud. All production media must be protected with a strong, randomly-generated password containing at least 16 alphanumeric characters and encrypted using Advanced Encryption Standard with 256-bit key length (AES-256). Passwords for electronic documents, files, compressed archives and encrypted media must be provided separately from the media.

7. Production File Requirements.

A. *Metadata Load File*

- Required file format:
 - ASCII or UTF-8
 - Windows formatted CR – LF end of line characters, including full CR + LF on last record in file.
 - .dat file extension
 - Field delimiter: (ASCII decimal character 20)
 - Text Qualifier: þ (ASCII decimal character 254). Date and pure numeric value fields do not require qualifiers.
 - Multiple value field delimiter: ; (ASCII decimal character 59)
- The first line of the metadata load file must list all included fields. All required fields are listed in Attachment 2.
- Fields with no values must be represented by empty columns maintaining delimiters and qualifiers.
- **Note:** All documents must have page-level Bates numbering (except documents produced only in native format, which must be assigned a document-level Bates number). The metadata load file must list the beginning and ending Bates numbers (BEGDOC and ENDDOC) for each document. For document families, including but not limited to emails and attachments, compound documents, and uncompressed file containers, the metadata load file must also list the Bates range of the entire document family (ATTACHRANGE), beginning with the first Bates number (BEGDOC) of the “parent” document and ending with the last Bates number (ENDDOC) assigned to the last “child” in the document family.
- Date and Time metadata must be provided in separate columns.
- Accepted date formats:
 - mm/dd/yyyy
 - yyyy/mm/dd
 - yyymmdd
- Accepted time formats:
 - hh:mm:ss (if not in 24-hour format, you must indicate am/pm)
 - hh:mm:ss:mmm

B. *Extracted or OCR Text Files*

- You must produce individual document-level text files containing the full extracted text for each produced document.
- When extracted text is not available (for instance, for image-only documents) you must provide individual document-level text files containing the document’s full OCR text.
- The filename for each text file must match the document’s beginning Bates number (BEGDOC) listed in the metadata load file.
- Text files must be divided into subfolders containing no more than 500 to 1000 files.

C. ***Single-Page Image Files (Petrified Page Images)***

- Where possible, all produced documents must be converted into single-page tagged image format (“TIF”) files. See Section 7.F below for instructions on producing native versions of documents you are unable to convert.
- Image documents that exist only in non-TIF formats must be converted into TIF files. The original image format must be produced as a native file as described in Section 7.F below.
- For documents produced only in native format, you must provide a TIF placeholder that states “Document produced only in native format.”
- Each single-page TIF file must be endorsed with a unique Bates number.
- The filename for each single-page TIF file must match the unique page-level Bates number (or document-level Bates number for documents produced only in native format).
- Required image file format:
 - CCITT Group 4 compression
 - 2-Bit black and white
 - 300 dpi
 - Either .tif or .tiff file extension.
- TIF files must be divided into subfolders containing no more than 500 to 1000 files. Where possible documents should not span multiple subfolders.

D. ***Opticon Load File***

- Required file format:
 - ASCII
 - Windows formatted CR – LF end of line characters
 - Field delimiter: , (ASCII decimal character 44)
 - No Text Qualifier
 - .opt file extension
- The comma-delimited Opticon load file must contain the following seven fields (as indicated below, values for certain fields may be left blank):
 - ALIAS or IMAGEKEY – the unique Bates number assigned to each page of the production.
 - VOLUME – this value is optional and may be left blank.
 - RELATIVE PATH – the filepath to each single-page image file on the production media.
 - DOCUMENT BREAK – defines the first page of a document. The only possible values for this field are “Y” or blank.
 - FOLDER BREAK – defines the first page of a folder. The only possible values for this field are “Y” or blank.
 - BOX BREAK – defines the first page of a box. The only possible values for this field are “Y” or blank.
 - PAGE COUNT – this value is optional and may be left blank.
- ***Example:***
ABC00001,,IMAGES\0001\ABC00001.tif,Y,,,2
ABC00002,,IMAGES\0001\ABC00002.tif,,,,

ABC00003,,IMAGES\0002\ABC00003.tif,Y,,,1
ABC00004,,IMAGES\0002\ABC00004.tif,Y,,,1

E. *Native Files*

- Non-printable or non-print friendly documents (including but not limited to spreadsheets, audio files, video files and documents for which color has significance to document fidelity) must be produced in their native format.
- The filename of each native file must match the document's beginning Bates number (BEGDOC) in the metadata load file and retain the original file extension.
- For documents produced only in native format, you must assign a single document-level Bates number and provide an image file placeholder that states "Document produced only in native format."
- The relative paths to all native files on the production media must be listed in the NATIVEFILE field of the metadata load file.
- Native files that are password-protected must be decrypted to conversion and produced in decrypted form. In cases where this cannot be achieved the document's password must be listed in the metadata load file. The password should be placed in the COMMENTS field with the format Password: <PASSWORD>.
- You may be required to supply a software license for proprietary documents produced only in native format.

ATTACHMENT 2
Required Fields for Metadata Load File

FIELD NAME	FIELD DESCRIPTION	FIELD VALUE EXAMPLE1
DOCID	Unique document reference (can be used for de-duplication).	ABC0001 or ###,#####,###
BEGDOC	Bates number assigned to the first page of the document.	ABC0001
ENDDOC	Bates number assigned to the last page of the document.	ABC0002
BEGATTACH	Bates number assigned to the first page of the parent document in a document family (<i>i.e.</i> , should be the same as BEGDOC of the parent document, or PARENTDOC).	ABC0001
ENDATTACH	Bates number assigned to the last page of the last child document in a family (<i>i.e.</i> , should be the same as ENDDOC of the last child document).	ABC0008
ATTACHRANGE	Bates range of entire document family.	ABC0001 - ABC0008
PARENTDOC	BEGDOC of parent document.	ABC0001
CHILDDOCS	List of BEGDOCs of all child documents, delimited by ":" when field has multiple values.	ABC0002; ABC0003; ABC0004...
DOCREQ	List of particular Requests for Documents to be Produced in the subpoena	1; 2; 3 ...
INTERROG	List of particular [Requests for Information] [interrogatories] in the subpoena	1; 2; 3 ...
COMMENTS	Additional document comments, such as passwords for encrypted files.	

1 Examples represent possible values and not required format unless the field format is specified in Attachment 1.

NATIVEFILE	Relative file path of the native file on the production media.	\\Native_File\Folder\...ABE GDOC.txt
SOURCE	For scanned paper records this should be a description of the physical location of the original paper record. For loose electronic files this should be the name of the file server or workstation where the files were gathered.	Company Name, Department Name, Location, Box Number...
CUSTODIAN	Owner of the document or file.	Firstname Lastname, Lastname, Firstname, User Name; Company Name, Department Name...
FROM	Sender of the email.	Firstname Lastname < FLastname @domain >
TO	All to: members or recipients, delimited by ";" when field has multiple values.	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ...
CC	All cc: members, delimited by ";" when field has multiple values.	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ...
BCC	All bcc: members, delimited by ";" when field has multiple values	Firstname Lastname < FLastname @domain >; Firstname Lastname < FLastname @domain >; ...
SUBJECT	Subject line of the email.	
DATERCVD	Date that an email was received.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMERCVD	Time that an email was received.	hh:mm:ss AM/PM or hh:mm:ss

DATESENT	Date that an email was sent.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMESENT	Time that an email was sent.	hh:mm:ss AM/PM or hh:mm:ss
CALBEGDATE	Date that a meeting begins.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
CALBEGTIME	Time that a meeting begins.	hh:mm:ss AM/PM or hh:mm:ss
CALENDDATE	Date that a meeting ends.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
CALENDTIME	Time that a meeting ends.	hh:mm:ss AM/PM or hh:mm:ss
CALENDARDUR	Duration of a meeting in hours.	0.75, 1.5, ...
ATTACHMENTS	List of filenames of all attachments, delimited by ";" when field has multiple values.	AttachmentFileName; AttachmentFileName.doc X; AttachmentFileName.pdf; ...
NUMATTACH	Number of attachments.	1, 2, 3, 4, ...
RECORDTYPE	General type of record.	IMAGE; LOOSE E- MAIL; E-MAIL; E-DOC; IMAGE ATTACHMENT; LOOSE E-MAIL ATTACHMENT; E- MAIL ATTACHMENT; E-DOC ATTACHMENT
FOLDERLOC	Original folder path of the produced document.	Drive:\Folder\...\
FILENAME	Original filename of the produced document.	Filename.ext
DOCEXT	Original file extension.	html, xls, pdf
DOCTYPE	Name of the program that created the produced document.	Adobe Acrobat, Microsoft Word, Microsoft Excel, Corel WordPerfect...

TITLE	Document title (if entered).	
AUTHOR	Name of the document author.	Firstname Lastname; Lastname, First Name; FLastname
REVISION	Number of revisions to a document.	18
DATECREATED	Date that a document was created.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMECREATED	Time that a document was created.	hh:mm:ss AM/PM or hh:mm:ss
DATEMOD	Date that a document was last modified.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMEMOD	Time that a document was last modified.	hh:mm:ss AM/PM or hh:mm:ss
FILESIZE	Original file size in bytes.	128, 512, 1024...
PGCOUNT	Number of pages per document.	1, 2, 10, 100...
IMPORTANCE	Email ity level if set.	Low, Normal, High
TIFFSTATUS	Generated by the Law Pre-discovery production tool (leave blank if inapplicable).	Y, C, E, W, N, P
DUPSTATUS	Generated by the Law Pre-discovery production tool (leave blank if inapplicable).	P
MD5HASH	MD5 hash value computed from native file (a/k/a file fingerprint).	BC1C5CA6C1945179FE E144F25F51087B
SHA1HASH	SHA1 hash value	B68F4F57223CA7DA358 4BAD7ECF111B8044F86 31
MSGINDEX	Email message ID	



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

SUBPOENA DUCES TECUM
THE PEOPLE OF THE STATE OF NEW YORK

TO: Saratoga Police Department
474 Broadway, Ste. 21
Saratoga Springs, NY 12866

BY: Tony Izzo (*Via Email*)
City Attorney
City of Saratoga Springs
474 Broadway, Ste. 21
Saratoga Springs, NY 12866
tony.izzo@saratoga-springs.org

YOU ARE HEREBY COMMANDED, under New York Executive Law § 75(3), the Attorney General is conducting an investigation and has a good faith belief the Saratoga Police Department and the City of Saratoga Springs have documents and records that are relevant to the investigation.

YOU ARE FURTHER COMMANDED, under Executive Law § 75(4), we command you or a designated agent, all business and excuses being laid aside, to produce, at the offices of Letitia James, Attorney General of the State of New York, 28 Liberty, 20th Floor, New York, New York, 10005, on or before 5:00 p.m. on **July 28, 2023** the following documents that are within your possession, custody, or control or possession, custody or control of your agents or attorneys, subject to the instructions, definitions and relevant time period set forth below.

PLEASE TAKE NOTICE that the Attorney General deems the documents requested by this subpoena to be relevant and material to an investigation and inquiry undertaken in the public interest.

PLEASE TAKE FURTHER NOTICE that disobedience of this subpoena by failing to deliver the documents and information requested in the attached schedule on the date, time and place stated above or any agreed adjourned date and time may subject the Saratoga Police Department and the City of Saratoga Springs to further action under New York law.

PLEASE TAKE FURTHER NOTICE that the Saratoga Police Department and City of Saratoga Springs shall immediately implement a litigation hold preserving all documents relating

to the subject matter of this subpoena, including all documents concerning the specific documents demanded herein.

Definitions

1. "You" means City of Saratoga Springs or the Saratoga Springs Police Department.
2. "All" means "any and all" and "any" means "any and all."
3. "And" and "or" should be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.
4. "Employee of the City of Saratoga Springs" means any person carried on the payroll of, or who receives proceeds from, the City of Saratoga Springs, either as a salaried or hourly employee, a full-time or part-time employee, a temporary, probationary or permanent employee, employee on commission, or independent contractor.
5. "Saratoga Springs Police Department" or "SSPD" includes its employees, administrators, officers, agents, and representatives.
6. "SSPD Personnel" refers to all rank and file officers, civilian employees, and SSPD leadership at all levels including Chief.
7. "SSPD Employee" means any person carried on the payroll of, or who receives proceeds from, the Saratoga Springs Police Department, either as a salaried or hourly employee, a full-time or part-time employee, a temporary, probationary or permanent employee, employee on commission, or independent contractor.
8. "Concerning" means relating to, referring to, describing, evidencing, regarding or constituting.
9. "Document" means any written, recorded, printed, imprinted, digitized, or graphic matter, whether an original, a draft, or a copy, whether produced, reproduced, or stored on papers, cards, tapes, belts, computer devices, and each and every tangible thing from which information can be processed or transcribed, such as tape or other electronic data communications. The term includes, but is not limited to, letters, memoranda, notes, instructions, reports, analyses, telegrams, telexes, diaries, calendars, studies, logs, journals, books, notebooks, plans, records, forms, charts, graphs, recordings, photographs (positive prints and negatives), slides, work-sheets, customer checks, credit card charge slips, computation sheets, computer printouts and programs, voice mail, web site and e-mail tapes, discs, microfilm, microfiche, any marginal comments appearing on any document, and copies of documents which are not identical duplications of the originals (e.g., because handwritten or "blind" copy notes appear thereon or are attached thereto).
10. "Communication" means any conversation, discussion, notification, letter, email, text message, memorandum, meeting, note or any other transmittal of information or message, whether transmitted in writing, orally, electronically or by any other means, and shall include any Document that abstracts, digests, transcribes, records or reflects any of the foregoing.

11. "Including" means without limitation.
12. "Misconduct" refers to any allegation of officer conduct as contrary to law or policy or otherwise deficient or inappropriate that relates to stops and frisks, searches and seizures, arrests and charges, use of force, the failure of officers to intervene to protect civilians from officer misconduct, unlawful home entries, bias, the use of racial or other bias-based epithets, racial profiling, harassment and retaliation, and officer untruthfulness.
13. "Protest" refers to a public demonstration, rally, or gathering of a single person or group of persons expressing a statement or action in support of or objection against anything.
14. "Relevant Period" refers to the period between January 1, 2021 to the present.
15. The singular of any word includes the plural; the plural of any word includes the singular.
16. The use of a verb in any tense should be construed as the use of that verb in all other tenses, wherever necessary to bring within the scope of the document request all responses which might otherwise be construed to be outside its scope.

Instructions

1. Manner of Compliance – Search Terms, Predictive Coding or Automated Document Review. If you plan to comply with the document requests enumerated in this request using search terms, predictive coding, or any form of automated document review, please submit a proposal on or before May 10, 2023 detailing the following:
 - a. the underlying complete universe of documents responsive to each request contained in this request, prior to the exclusion of any document through search terms, predictive coding, or automated review, by custodian, if applicable; and
 - b. the proposed keywords, metadata filters, threading, clustering, near duplicate grouping, analytics, predictive coding, or other forms of technology-assisted review employed to exclude any documents from your review or to withhold documents from production without review, including a “hit list” showing how many documents are responsive to each proposed search term or filter applied to the underlying complete universe of documents available.
2. Preservation of Relevant Documents and Information: Spoliation. Please preserve Documents and information relevant or potentially relevant to this request from destruction or loss. Your duty to preserve such documents for litigation or investigation supersedes any data retention policy to the contrary.
3. Possession, Custody, and Control. This request calls for all responsive Documents or information in your possession, custody, or control. This includes, without limitation, Documents or information possessed or held by any present or former officers, directors, employees, agents, representatives, divisions, affiliates, subsidiaries, or Persons from whom you could request Documents or information. If Documents or information responsive to a request in this request are in your control, but not in your possession or custody, please promptly identify the Person with possession or custody.
4. No Documents Responsive to Requests. If there are no Documents responsive to any particular request, please state so in writing.
5. Format of Production. Unless otherwise specified and agreed to by OAG staff, all responsive documents should be produced in electronic format with the enumerated metadata fields indicated in the specifications set out in Attachments 1 and 2.
6. Existing Organization of Documents to be Preserved. Regardless of whether a production is in electronic or paper format, each Document should be produced in the same form, sequence, organization, or other order or layout in which it was maintained before production in the ordinary course of business, including but not limited to, production of any Document or other material indicating filing or other organization. Such production should include without limitation any file folder, file jacket, cover, or similar organizational material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in your files should remain so attached in any production; or if such production is electronic, should be

accompanied by notation or information sufficient to indicate clearly such physical attachment.

7. Document Numbering. All Documents responsive to this request, regardless of whether produced or withheld on ground of privilege or other legal doctrine, and regardless of whether production is in electronic or paper format, should be numbered in the lower right corner of each page of such Document, without disrupting or altering the form, sequence, organization, or other order or layout in which such Documents were maintained before production. Such number should comprise a prefix containing a two- or three-letter abbreviation of the producing Person's name, followed by a unique, sequential, identifying document control number.
8. Privilege. If you withhold any Document responsive to this request on the ground of privilege or other legal doctrine, please submit with the Documents produced a statement in writing that:
 - a. specifies the privilege or other asserted basis for withholding the Document;
 - b. describes the nature and general topic or subject matter of the Document;
 - c. identifies the persons who prepared the document and any persons to whom the Document was sent or disclosed;
 - d. identifies any persons who have seen or had possession of the Document; and,
 - e. specifies the dates on which the Document was prepared, transmitted and received.
9. Documents No Longer in Your Possession. If any Document requested herein was formerly in your possession, custody, or control but is no longer available, or no longer exists, please submit a statement in writing that:
 - a. describes in detail the nature of such Document and its contents;
 - b. identifies the Person who prepared the Document and any persons to whom the document was sent or disclosed;
 - c. identifies all Persons who have seen or had possession of such Document;
 - d. specifies the date on which such Document was prepared, transmitted, and received;
 - e. specifies the date on which the document was unavailable, lost, or destroyed and specifies the reason why such Document is unavailable, including without limitation whether it was misplaced, lost, destroyed, or transferred, and if such Document has been destroyed or transferred, the conditions of and reasons for

such destruction or transfer and the identity of the Persons requesting and performing such destruction or transfer; and identifies all Persons with knowledge of any portion of the contents of the Document.

10. Cover Letter. Accompanying any production made pursuant to this request, please include a cover letter that should at a minimum provide an index containing:

- a. a description of the type and content of each Document produced therewith;
- b. the paragraph number of any requests to which each such Document is responsive;
- c. the identity of any Custodian of each such Document; and
- d. the document control number of each such Document.

Document Requests

YOU ARE HEREBY REQUIRED TO PRODUCE, at the time and place aforesaid, originals or true copies of the following:

1. To the extent not previously produced, all incident reports described in the spreadsheet titled "Protests Arrests-Incidents" produced by Saratoga Springs in discovery on June 20, 2023.

WITNESS, the Honorable Letitia James, Attorney General of the State of New York, this 21st day of July 2023.

LETITIA JAMES
Attorney General of the State of New York
/s/ Rick Sawyer
Rick Sawyer, Special Counsel
Kyle Rapiñan, Assistant Attorney General
Travis England, Deputy Chief
Civil Rights Bureau
Tyler Nims, Chief
Law Enforcement Misconduct Investigative Office
State of New York
Office of the Attorney General
Richard.Sawyer@ag.ny.gov (212) 416-6201

ATTACHMENT I
Electronic Document Production Specifications

Unless otherwise specified and agreed to by the Office of Attorney General, all responsive documents must be produced in LexisNexis® Concordance® format in accordance with the following instructions. Any questions regarding electronic document production should be directed to the Assistant Attorney General whose telephone number appears on the subpoena.

1. Concordance Production Components. A Concordance production consists of the following component files, which must be produced in accordance with the specifications set forth below in Section 7.
 - A. ***Metadata Load File.*** A delimited text file that lists in columnar format the required metadata for each produced document.
 - B. ***Extracted or OCR Text Files.*** Document-level extracted text for each produced document or document-level optical character recognition ("OCR") text where extracted text is not available.
 - C. ***Single-Page Image Files.*** Individual petrified page images of the produced documents in tagged image format ("TIF"), with page-level Bates number endorsements.
 - D. ***Opticon Load File.*** A delimited text file that lists the single-page TIF files for each produced document and defines (i) the relative location of the TIF files on the production media and (ii) each document break.
 - E. ***Native Files.*** Native format versions of non-printable or non-print friendly produced documents.
2. Production Folder Structure. The production must be organized according to the following standard folder structure:
 - data\ (contains production load files)
 - images\ (contains single-page TIF files, with subfolder organization)
 \0001, \0002, \0003...
 - native_files\ (contains native files, with subfolder organization)
 \0001, \0002, \0003...
 - text\ (contains text files, with subfolder organization)
 \0001, \0002, \0003...
3. De-Duplication. You must perform global de-duplication of stand-alone documents and email families against any productions pursuant to this or previously related subpoenas.
4. Paper or Scanned Documents. Documents that exist only in paper format must be scanned to single-page TIF files and OCR'd. The resulting electronic files should be pursued in Concordance format pursuant to these instructions. You must contact the Assistant Attorney General whose telephone number appears on the subpoena to discuss

(i) any documents that cannot be scanned, and (ii) how information for scanned documents should be represented in the metadata load file.

5. Structured Data. Before producing structured data, including but not limited to relational databases, transactional data, and xml pages, you must first speak to the Assistant Attorney General whose telephone number appears on the subpoena. Structured data is data that has a defined length and format and includes, but is not limited to, relational databases, graphical databases, JSON files, or xml/html pages.

A. Relational Databases

1. Database tables should be provided in CSV or other delimited machine-readable, non-proprietary format, with each table in a separate data file. The preferred delimiter is a vertical bar “|”. If after speaking with the Assistant Attorney General and it is determined that the data cannot be exported from a proprietary database, then the data can be produced in the proprietary format so long as the Office of the Attorney General is given sufficient access to that data.

2. Each database must have an accompanying Data Dictionary.

3. Dates and numbers must be clearly and consistently formatted and, where relevant, units of measure should be explained in the Data Dictionary.

4. Records must contain clear, unique identifiers, and the Data Dictionary must include explanations of how the files and records relate to one another.

5. Each data file must also have an accompanying summary file that provides total row counts for the entire dataset and total row counts.

B. Compression

1. If Documents are provided in a compressed archive, only standard lossless compression methods (e.g., gzip, bzip2, and ZIP) shall be used. Media files should be provided in their original file format, with metadata preserved and no additional lossy encoding applied.

6. Media and Encryption. All documents must be produced on CD, DVD, or hard-drive media. After consultation with the Assistant Attorney General, Documents may also be produced over a secure file transfer protocol (FTP), a pre-approved cloud-based platform (e.g. Amazon Web Services S3 bucket), or the Attorney General's cloud platform OAGCloud. All production media must be protected with a strong, randomly-generated password containing at least 16 alphanumeric characters and encrypted using Advanced Encryption Standard with 256-bit key length (AES-256). Passwords for electronic documents, files, compressed archives and encrypted media must be provided separately from the media.

7. Production File Requirements.

A. *Metadata Load File*

- Required file format:
 - ASCII or UTF-8
 - Windows formatted CR – LF end of line characters, including full CR + LF on last record in file.
 - .dat file extension
 - Field delimiter: (ASCII decimal character 20)
 - Text Qualifier: | (ASCII decimal character 254). Date and pure numeric value fields do not require qualifiers.
 - Multiple value field delimiter: ; (ASCII decimal character 59)
- The first line of the metadata load file must list all included fields. All required fields are listed in Attachment 2.
- Fields with no values must be represented by empty columns maintaining delimiters and qualifiers.
- **Note:** All documents must have page-level Bates numbering (except documents produced only in native format, which must be assigned a document-level Bates number). The metadata load file must list the beginning and ending Bates numbers (BEGDOC and ENDDOC) for each document. For document families, including but not limited to emails and attachments, compound documents, and uncompressed file containers, the metadata load file must also list the Bates range of the entire document family (ATTACHRANGE), beginning with the first Bates number (BEGDOC) of the “parent” document and ending with the last Bates number (ENDDOC) assigned to the last “child” in the document family.
- Date and Time metadata must be provided in separate columns.
- Accepted date formats:
 - mm/dd/yyyy
 - yyyy/mm/dd
 - yyyymmdd
- Accepted time formats:
 - hh:mm:ss (if not in 24-hour format, you must indicate am/pm)
 - hh:mm:ss:mmm

B. *Extracted or OCR Text Files*

- You must produce individual document-level text files containing the full extracted text for each produced document.
- When extracted text is not available (for instance, for image-only documents) you must provide individual document-level text files containing the document’s full OCR text.
- The filename for each text file must match the document’s beginning Bates number (BEGDOC) listed in the metadata load file.
- Text files must be divided into subfolders containing no more than 500 to 1000 files.

C. ***Single-Page Image Files (Petrified Page Images)***

- Where possible, all produced documents must be converted into single-page tagged image format (“TIF”) files. See Section 7.E below for instructions on producing native versions of documents you are unable to convert.
- Image documents that exist only in non-TIF formats must be converted into TIF files. The original image format must be produced as a native file as described in Section 7.E below.
- For documents produced only in native format, you must provide a TIF placeholder that states “Document produced only in native format.”
- Each single-page TIF file must be endorsed with a unique Bates number.
- The filename for each single-page TIF file must match the unique page-level Bates number (or document-level Bates number for documents produced only in native format).
- Required image file format:
 - CCITT Group 4 compression
 - 2-Bit black and white
 - 300 dpi
 - Either .tif or .tiff file extension.
- TIF files must be divided into subfolders containing no more than 500 to 1000 files. Where possible documents should not span multiple subfolders.

D. ***Opticon Load File***

- Required file format:
 - ASCII
 - Windows formatted CR – LF end of line characters
 - Field delimiter: , (ASCII decimal character 44)
 - No Text Qualifier
 - .opt file extension
- The comma-delimited Opticon load file must contain the following seven fields (as indicated below, values for certain fields may be left blank):
 - ALIAS or IMAGEKEY – the unique Bates number assigned to each page of the production.
 - VOLUME – this value is optional and may be left blank.
 - RELATIVE PATH – the filepath to each single-page image file on the production media.
 - DOCUMENT BREAK – defines the first page of a document. The only possible values for this field are “Y” or blank.
 - FOLDER BREAK – defines the first page of a folder. The only possible values for this field are “Y” or blank.
 - BOX BREAK – defines the first page of a box. The only possible values for this field are “Y” or blank.
 - PAGE COUNT – this value is optional and may be left blank.
- ***Example:***
ABC00001,,IMAGES\0001\ABC00001.tif,Y,,,2
ABC00002,,IMAGES\0001\ABC00002.tif,,,,

ABC00003,,IMAGES\0002\ABC00003.tif,Y,,,1
ABC00004,,IMAGES\0002\ABC00004.tif,Y,,,1

E. *Native Files*

- Non-printable or non-print friendly documents (including but not limited to spreadsheets, audio files, video files and documents for which color has significance to document fidelity) must be produced in their native format.
- The filename of each native file must match the document's beginning Bates number (BEGDOC) in the metadata load file and retain the original file extension.
- For documents produced only in native format, you must assign a single document-level Bates number and provide an image file placeholder that states "Document produced only in native format."
- The relative paths to all native files on the production media must be listed in the NATIVEFILE field of the metadata load file.
- Native files that are password-protected must be decrypted to conversion and produced in decrypted form. In cases where this cannot be achieved the document's password must be listed in the metadata load file. The password should be placed in the COMMENTS field with the format Password: <PASSWORD>.
- You may be required to supply a software license for proprietary documents produced only in native format.

ATTACHMENT 2
Required Fields for Metadata Load File

FIELD NAME	FIELD DESCRIPTION	FIELD VALUE EXAMPLE¹
DOCID	Unique document reference (can be used for de-duplication).	ABC0001 or ###,###,###,###
BEGDOC	Bates number assigned to the first page of the document.	ABC0001
ENDDOC	Bates number assigned to the last page of the document.	ABC0002
BEGATTACH	Bates number assigned to the first page of the parent document in a document family (<i>i.e.</i> , should be the same as BEGDOC of the parent document, or PARENTDOC).	ABC0001
ENDATTACH	Bates number assigned to the last page of the last child document in a family (<i>i.e.</i> , should be the same as ENDDOC of the last child document).	ABC0008
ATTACHRANGE	Bates range of entire document family.	ABC0001 - ABC0008
PARENTDOC	BEGDOC of parent document.	ABC0001
CHILDDOCS	List of BEGDOCs of all child documents, delimited by ";" when field has multiple values.	ABC0002; ABC0003; ABC0004...
DOCREQ	List of particular Requests for Documents to be Produced in the subpoena	1; 2; 3 ...
INTERROG	List of particular [Requests for Information] [interrogatories] in the subpoena	1; 2; 3 ...
COMMENTS	Additional document comments, such as passwords for encrypted files.	

¹ Examples represent possible values and not required format unless the field format is specified in Attachment 1.

NATIVEFILE	Relative file path of the native file on the production media.	\\Native_File\Folder\...\ABE.GDOC.ext
SOURCE	For scanned paper records this should be a description of the physical location of the original paper record. For loose electronic files this should be the name of the file server or workstation where the files were gathered.	Company Name, Department Name, Location, Box Number...
CUSTODIAN	Owner of the document or file.	Firstname Lastname, Lastname, Firstname, User Name; Company Name, Department Name...
FROM	Sender of the email.	Firstname Lastname <FLastname @domain >
TO	All to: members or recipients, delimited by ";" when field has multiple values.	Firstname Lastname <FLastname @domain >; Firstname Lastname <FLastname @domain >; ...
CC	All cc: members, delimited by ";" when field has multiple values.	Firstname Lastname <FLastname @domain >; Firstname Lastname <FLastname @domain >; ...
BCC	All bcc: members, delimited by ";" when field has multiple values	Firstname Lastname <FLastname @domain >; Firstname Lastname <FLastname @domain >; ...
SUBJECT	Subject line of the email.	
DATERCVD	Date that an email was received.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMERCVD	Time that an email was received.	hh:mm:ss AM/PM or hh:mm:ss

DATESENT	Date that an email was sent.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMESENT	Time that an email was sent.	hh:mm:ss AM/PM or hh:mm:ss
CALBEGDATE	Date that a meeting begins.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
CALBEGTIME	Time that a meeting begins.	hh:mm:ss AM/PM or hh:mm:ss
CALENDDATE	Date that a meeting ends.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
CALENDTIME	Time that a meeting ends.	hh:mm:ss AM/PM or hh:mm:ss
CALENDARDUR	Duration of a meeting in hours.	0.75, 1.5, ...
ATTACHMENTS	List of filenames of all attachments, delimited by ";" when field has multiple values.	AttachmentFileName; AttachmentFileName.doc x; AttachmentFileName.pdf; ...
NUMATTACH	Number of attachments.	1, 2, 3, 4, ...
RECORDTYPE	General type of record.	IMAGE; LOOSE E- MAIL; E-MAIL; E-DOC; IMAGE ATTACHMENT; LOOSE E-MAIL ATTACHMENT; E- MAIL ATTACHMENT; E-DOC ATTACHMENT
FOLDERLOC	Original folder path of the produced document.	Drive:\Folder\...\
FILENAME	Original filename of the produced document.	Filename.ext
DOCEXT	Original file extension.	html, xls, pdf
DOCTYPE	Name of the program that created the produced document.	Adobe Acrobat, Microsoft Word, Microsoft Excel, Corel WordPerfect...

TITLE	Document title (if entered).	
AUTHOR	Name of the document author.	Firstname Lastname; Lastname, First Name; FLastname
REVISION	Number of revisions to a document.	18
DATECREATED	Date that a document was created.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMECREATED	Time that a document was created.	hh:mm:ss AM/PM or hh:mm:ss
DATEMOD	Date that a document was last modified.	mm/dd/yyyy, yyyy/mm/dd, or yyyymmdd
TIMEMOD	Time that a document was last modified.	hh:mm:ss AM/PM or hh:mm:ss
FILESIZE	Original file size in bytes.	128, 512, 1024...
PGCOUNT	Number of pages per document.	1, 2, 10, 100...
IMPORTANCE	Email ity level if set.	Low, Normal, High
TIFFSTATUS	Generated by the Law Pre-discovery production tool (leave blank if inapplicable).	Y, C, E, W, N, P
DUPSTATUS	Generated by the Law Pre-discovery production tool (leave blank if inapplicable).	P
MD5HASH	MD5 hash value computed from native file (a/k/a file fingerprint).	BC1C5CA6C1945179FE E144F25F51087B
SHA1HASH	SHA1 hash value	B68F4F57223CA7DA358 4BAD7ECF111B8044F86 31
MSGINDEX	Email message ID	



City of Saratoga Springs, NY Contract

Company Name: SHI International Corp.
 Company Address: 290 Davidson Ave., Somerset, NJ 08877 Company
 Telephone No.: 732 667 2786
 Vendor Primary Contact: Robert O Grady, Title: Account Executive
 Contact Email: robertgrady@shi.com
 Service to be Provided: Text Message Archiving

1. **Scope of Agreement:** This contract is a request for a proposal (proposal requested by the City of Saratoga Springs and received by the Vendor submitted a pricing proposal dated September 21, 2023) the "Quote" which is attached hereto as Exhibit A. The Vendor shall provide to the City the products and services set forth herein. The Vendor assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor will be self-insured when the Vendor subcontract the provision of any portion of the products and services. Subcontracting of any portion of the work with the vendor without the written approval of the City. The Vendor assumes all risks in the performance of all its duties authorized by this Agreement.
 2. **Term of Agreement:** The term of this Agreement shall be an indefinite period of approval of this Agreement by the City Council of the City of Saratoga Springs for a term of one (1) year. Any modification of the work performed by the Vendor shall be in a written and executed by the Vendor and the City agreed to in writing hereon. The Vendor assumes full responsibility for the provision of the products and services to make them in this Agreement. The Vendor shall be responsible even when the Vendor subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the written and signed written approval of the City. The Vendor assumes all risks in the performance of all its duties authorized by this Agreement.
 3. **Terms of Payment:** Vendor will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt for the invoice unless otherwise stated. The City shall pay the vendor in accordance with the City Charter for the Finance and Auditors 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 **Twelve Thousand Nine Hundred Forty-Two dollars and 21/100, (\$12,942.21)** plus any 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 if delivered by first class mail or by the postmarked date of mailing by certified mail, return receipt requested. The City's office is located at: 144 Broadway, Saratoga Springs, NY 12867. The City is represented by the City of Saratoga Springs and has the authority to affect the delivery of products and services. The Project Manager for the account is Robert O Grady. Any notice requested, 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 to the City or by certified mail, return receipt requested, postage prepaid, addressed to the City.
- To the City: Commissioner of Finance, City Saratoga Springs, 144 Broadway, Saratoga Springs, NY 12867
- With a copy to: City Attorney, City Saratoga Springs, 144 Broadway, Saratoga Springs, NY 12867
- To Vendor: Shi, Legal Department, 290 Davidson Ave., Somerset, NJ 08877
5. **Conflicts of Interest:** The Vendor represents and warrants that it has no conflict of interest or perceived conflict of interest arising from performing its duties and responsibilities under this Agreement.
 6. **City Property:** All information and materials received hereunder by the Vendor from the City are and shall remain the sole and exclusive property of the City and the Vendor 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. All intellectual property created by the Vendor pursuant to performing its duties and services under a Statement of Work ("SOW") 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 an SOW, the Vendor hereby assigns and transfers to the City the sole and exclusive rights, title and interest, and documents, electronic databases, and software programs, whether and howsoever made, otherwise including all trademarks and copyrights. The Vendor hereby agrees to take all necessary and appropriate steps to ensure that the data and products are protected against unauthorized copying, reproduction and distribution by or through the Vendor, its agents, employees or subcontractors. Nothing herein shall prevent the Vendor from otherwise using the results of its underlying general knowledge, skills, experience, concepts, techniques and expertise developed under this Agreement in the course of the Vendor's business. The Contractor grants to the City a perpetual, nonexclusive, irrevocable, unlimited use license to use, execute, reproduce, modify, modify and distribute any pre-existing software, tools or techniques created by the Vendor pursuant to an SOW under this Agreement. Any written reports, opinions and advice rendered by the Vendor shall become the sole and exclusive property of the City, and the Vendor 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.
 7. **Retention of Records:** The Vendor will make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All or portions of such records created as a result of the project shall be maintained by the Vendor for a period of six (6) years after expiration of the Agreement. Any other laws, rules, written policies, standards or requirements shall also pertain to the City, which laws are broken in more than a twelve (12) month period.

8. **Independent Vendor 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's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and its staff are to be and shall remain an independent Vendor with respect to all services performed under this Agreement. The Vendor 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 or other persons, while engaged in the performance of any work or services required by the Vendor 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, its officers, agents, Vendor or employees shall in no way be the responsibility of the City, and the Vendor 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 shall procure and maintain during the term of this Agreement, at the Vendor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor 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 may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (if/low 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. A Insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-VII" or better by A.M. Best (Current Rate Guide). If the Vendor 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 immediate termination of the Agreement.

The City of Saratoga Springs requires the Vendor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- Commercial General Liability including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate.
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles.
- Cyber / Privacy Liability Insurance: 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 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 ten (10) 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 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 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 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. 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, 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 third party claims, damages, losses and expense (including, but not limited to, reasonable attorneys' fees), arising out of the performance of the work or purchase of the services, sustained by any person or persons, provided that any such third party 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 or its employees or anyone for whom the Vendor 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, as aforesaid. The Vendor'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

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

13. Vendor 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 that the City conducts business with. The City requires that all Vendor 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. Vendor agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor meet the following standards:

- Legal: Vendor 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 opinions, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor shall comply with all applicable environmental laws and regulations. Where practicable, Vendor 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 I have 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 acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

14. Governing Law: This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor. The Vendor agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. Non-Collusive Bidding Certification: Where applicable, upon the submission of a bid, each bidder and each person's going 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.
16. Venue: The City and the Vendor 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.
17. Assignment: The Vendor is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor's right, title, or interest therein, or the Vendor's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor assigns, conveys, sublets or otherwise disposes of the Vendor'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.
18. Termination: The Vendor 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 making written notice to the Vendor at least thirty (30) 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 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.
19. Default: Vendor's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor hereunder. City shall also have any and all additional rights and remedies under New York State Law as a result of Vendor's default.
20. 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.
21. 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.

22. **Severability** In the event that any portion of this Agreement is held to be unenforceable for any reason, the entire contract shall in no manner affect the other portions of this Agreement which shall remain in full force and effect as if the portions so judged invalid or unenforceable were not originally a part thereof.

23. **Modification** This Agreement may be modified only by a writing signed by both parties.

24. **Limitation of Liability** NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE CITY TO THE VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

25. **Warranty Disclaimer** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, VENDOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

26. **Return Policy** Vendor shall be subject to the City's return policy at:

www.sarasota.com/returnpolicy

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 executed copies of this Agreement.

Vendor Certification In addition to the acceptance of this Agreement, I certify that all information provided in the City with respect to New York State Finance Law Section 1105a is, or has later been and remains,

All Parties, having agreed to the terms and recitals set forth herein, and in relying thereon, herein signs this agreement:

Vendor Signature:  Date: 11/2/2023

Print Name: Ian Nix Title: Manager- Contracts

City of Saratoga Springs Signature:  Date: 11/02/2023

Print Name: Ron Kim Title: Mayor City Council Approval Date: 10/17/2023



CITY OF SARATOGA SPRINGS

City Council Meeting



December 28, 2023

Council Chambers

****Special City Council Meeting****

 [Print](#)

11:00 AM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

EXECUTIVE SESSION:

CONSENT AGENDA

1. [Approve Budget Transfers - City Center](#)
2. [Approve Budget Transfers - Regular](#)
3. [Approve Budget Transfers - Regular](#)

MAYOR'S DEPARTMENT

1. [Discussion and Vote: Authorization to Pay Invoice for Code Blue Reimbursements](#)
2. [Discussion and Vote: Authorization for Mayor to Sign Contract with RISE for Homeless Shelter Services](#)
3. [Discussion and Vote: Authorization for the Mayor to Sign Contract Extension with Miller, Mannix, Schachner, and Hafner, LLC](#)

ACCOUNTS DEPARTMENT

1. [Award of Bid: Miller Mannix Schachner - Land Use Board Legal Counsel](#)
2. [Award of Bid: Extension of Bid to RISE Housing & Support Services for Homeless Shelter Services](#)
3. [Award of Bid: Short Term Rental Compliance Monitoring](#)

FINANCE DEPARTMENT

1. Discussion and Vote: Budget Amendment - Fund Balance
2. Discussion and Vote: Budget Amendments - City Center
3. Discussion and Vote: Budget Transfers
4. Discussion and Vote: Budget Transfers - Payroll & Benefits
5. Discussion and Vote: Budget Transfers - Payroll & Benefits
6. Discussion and Vote: Budget Transfer - Tax Cap
7. Discussion and Vote: 2024 Revised Tax Rates
8. Discussion and Vote: 2022 Water and Sewer Fund Balance Recommendations
9. Discussion and Vote: Resolution to Amend 2024 Adopted Budget
10. Discussion and Vote: Authorization to Reimburse Employee 3085 in the amount of \$75.33

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Position Grade Change for the Water Meter Service Worker
2. Discussion and Vote: Position Grade Change for the Water Meter Service Worker Supervisor
3. Discussion and Vote: Position Grade Change for Water Treatment Plant Operator
4. Discussion and Vote: Position Grade Change for the Chief Water Treatment Plant Operator
5. Discussion and Vote: Position Grade Change for the Senior Electrician

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization to pay invoices to MultiMed
2. Discussion and Vote: Authorization to waive the umbrella coverage for Rebel Metal Structures

SUPERVISORS

ADJOURN

December 28, 2023



CITY OF SARATOGA SPRINGS
City Council Special City Council Meeting
City Council Room
474 Broadway
11:00 A.M.

PRESENT:

Ron Kim, Mayor
Dillon Moran, Commissioner of Accounts
Jason Golub, Commissioner of DPW
James Montagnino, Commissioner of DPS
Minita Sanghvi, Commissioner of Finance

STAFF PRESENT:

Angela Rella, Deputy Mayor
Heather Crocker, Deputy Commissioner of Finance
Jason Tetu, Deputy Commissioner of DPS
Stacy Connors, Deputy Commissioner of Accounts
Joseph O'Neill, Deputy Commissioner of DPW
Anthony Izzo, City Attorney

CALL TO ORDER

Mayor Kim called the Special Council Meeting to order at 11:00 A.M.

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

Jane Weihe White Street, Saratoga Springs stated her concern about the resolution that Commissioner Sanghvi has on her agenda to address the City's violation of the New York State tax cap.

Commissioner Sanghvi stated that the Finance Department has been working with the comptroller's office very closely on this matter. Commissioner Sanghvi explains that this reserve would only happen if the tax was collected, which has not happened yet.

Weihe stated a change in the 2023 provisions about the 2024 Budget was discussed and urged the Council to double-check whether the proposed amendment was possible. Weihe stated the resolution was not passed unanimously as stated.

Mary Beth Delarm, Saratoga Springs expressed dissatisfaction in the voting process during the passing of the 2024 Budget. Mary Beth suggests including more camera coverage in City meetings for increased transparency and asked the Council to investigate ways to clarify requisite roles and responsibilities.

Mayor Kim closed the Public Comment at 11:08 A.M.

PRESENTATIONS

CONSENT AGENDA

1. Approve Budget Transfers - City Center
2. Approve Budget Transfers - Regular
3. Approve Budget Transfers- Regular

Commissioner Sanghvi moved and Commissioner Moran seconds the approval of the Consent Agenda.

**Ayes – 5
Nays - 0
Motion Passed.**

MAYOR'S DEPARTMENT

1. Discussion and Vote: Authorization to Pay Invoice for Code Blue Reimbursements (23-724)

Mayor Kim moved and Commissioner Moran seconded the authorization to pay invoice of code blue Reimbursements.

**Ayes – 5
Nays - 0
Motion Passed.**

2. Discussion and Vote: Authorization for Mayor to Sign Contract with RISE for Homeless Shelter Services (23-725)

Mayor Kim moved and Commissioner Moran seconded the authorization for the Mayor to sign the contract with RISE for homeless shelter services.

**Ayes – 5
Nays - 0
Motion Passed.**

3. Discussion and Vote: Authorization for Mayor to Sign Contract Extension with Miller, Mannix, Schachner, and Hafner, LLC (23-726)

Mayor Kim moved and Commissioner Sanghvi seconded the authorization for the Mayor to sign contract extension with Miller, Mannix, Schachner, and Hafner, LLC

**Ayes – 5
Nays - 0
Motion Passed.**

EXECUTIVE SESSION

Attorney Tony Izzo informed the City Council that the attorney representing the City on the opioid legislation was on stand-by on the telephone.

Mayor Kim moved and Commissioner Moran seconded for the Council to go into executive session.

**Ayes – 5
Nays - 0
Motion Passed.**

Mayor Kim adjourns the Council Meeting for an executive session at 11:15 A.M.

Mayor Kim reconvenes the Council Meeting after an executive session at 11:32 A.M.

Mayor Kim Moves and Commissioner Moran seconds to reject the settlement discussed during the executive session. (23-227)

**Ayes – 5
Nays - 0
Motion Passed.**

ACCOUNTS DEPARTMENT

1. Award of Bid: Miller Mannix Schachner- Land Use Board Legal Counsel (23-728)

Commissioner Moran moved and Mayor Kim seconded the award of bid to Miller Mannix Schachner- Land Use Board Legal Counsel.

**Ayes – 5
Nays - 0
Motion Passed.**

2. Award of Bid: Extension of Bid to RISE Housing & Support Services for Homeless Shelter Services (23-729)

Commissioner Moran stated that while negotiating the final contract it was apparent that the cyber coverage expectations needed to be amended. Commissioner Moran discussed using the Master Services Agreement for the agenda software instead as a contract as opposed to the normal contract template and would circulate any documents to the Council before the next Council Meeting.

Commissioner Moran moved and Mayor Kim seconds the extension of bid to RISE Housing Support Services for homeless shelter services.

**Ayes – 5
Nays - 0
Motion Passed.**

3. Award of Bid: Short Term Rental Compliance Monitoring (23-730)

Commissioner Moran moved and Commissioner Sanghvi seconded the award of bid to short term rental compliance monitoring.

**Ayes – 5
Nays - 0
Motion Passed.**

FINANCE DEPARTMENT

1. Discussion and Vote: Budget Amendment – Fund Balance (23-731)

Commissioner Sanghvi stated she'd like to explain the City's PILOT program regarding the tax cap. Mayor Kim stated the Commissioner had the item on the Finance Agenda and instead of an open-ended discussion the Council should move the meeting along.

Commission Sanghvi begins with item one on the agenda. Commission Sanghvi stated this is an amendment for fund balance lines 1 to 2 accounts of excess fund balance used for short term rental compliance monitoring services.

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the Budget Amendment – Fund Balance.

Ayes – 5

Nays - 0

Motion Passed.

2. Discussion and Vote: Budget Amendment – City Center (23-732)

Commissioner Sanghvi stated these are budget amendments for city center lines 1 to 2 years of restricted funds to cover additional expenses for an event.

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the Budget Amendment – City Center.

Ayes – 5

Nays - 0

Motion Passed.

3. Discussion and Vote: Budget Transfers (23-733)

Commissioner Sanghvi stated these are budget transfers lines 1 – 2 DPW would be to cover Social Security through the end of the year.

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the Budget Transfers.

Ayes – 5

Nays - 0

Motion Passed.

4. Discussion and Vote: Budget Transfers- Payroll & Benefits (23-734)

Commissioner Sanghvi stated these are budget transfers payroll and benefits lines 1 - 2 cover payroll expenses through the end of the year line 7 - 8 City Center to cover expenses through the end of the year.

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the Budget Transfers - Payroll and Benefits.

Ayes – 5

Nays - 0

Motion Passed.

5. Discussion and Vote: Budget Transfers- Payroll & Benefits (23-735)

Commissioner Sanghvi stated these are budget transfers, payroll and benefits lines 1 to 4 finance and IT to cover payroll expenses. Lines 5 to 8, finance retirement lines 9 to 26 to cover hospitalization lines 27 to 28 and 31 to 32 to cover payroll in the Mayor's Department. Lines 29 to 30 rec center lines 30 to 34.

The mayor office 35 to 36. Finance, 37 to 50. DPW lines 51 to 56 and 57 to 62 are Water and Sewer. Also line 63 to 68 is DPW for chips.

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the Budget Transfers- Payroll and Benefits.

Ayes – 5

Nays - 0

Motion Passed.

6. Discussion and Vote: Budget Transfer – Tax Cap

Commissioner Sanghvi stated the City has payment in lieu of taxes “PILOT” programs granted to businesses which have economic impact on the City. Sanghvi stated the City receives all the monies from the PILOT’s and then makes payments to the school district and county for their portion of the monies.

Sanghvi stated the 2024 Amended Budget was, in error, the full amount the City received from the PILOT program and had been listed in the financial software. Sanghvi stated as soon as the Finance Department realized the error it had contacted the State’s Comptroller’s Office and the error been corrected with guidance from their tax and legal departments as the best method to correct the error.

Sanghvi stated it had been critical the error had been found prior to January 1, 2024, and with the Comptroller’s advice to the Finance Department would be to update the tax cap before January 1.

Sanghvi stated the benefit of catching the error now has been that no erroneous bills were issued, or taxes collected on faulty calculation and the Finance Department would not be required to create a reserve.

Sanghvi requested City Attorney Tony Izzo to give his opinion. City Attorney Izzo stated he had emailed the Council twice over the weekend on the subject. Izzo stated the law review he’ll be citing is publication one thousand from the New York State Department of Tax and Finance, which refers to property tax cap. Izzo stated it to be correct when a budget is more than the New York State Property Tax Cap, General Municipal Law Section 3-c. states it can be overridden but there would need to be a local law. Izzo stated if there is no local law, then the procedure is the excess property money collected would be required to be put into a reserve. Izzo stated that with the help from the Comptroller’s Office, there is no law in the situation where no money had been collected, and that the law is silent on that subject. Izzo stated the Comptroller’s Office does not interpret local Charters and it would be up to the local Charter to decide. Izzo stated an older section of the City Charter, 4.4.8., was a provision which gave the City Council the authority to make a correction by resolution when the Commissioner of Finance has called to the Council’s attention that there are shortfalls and deficits. Izzo stated after discussion with the Comptroller’s Office and Department of Finance the advice had been that the matter needs to be thoroughly documented and the proper manner to rectify the situation before the Council is the one the Finance Department is proposing.

Commissioner Montagnino asked Attorney Izzo what the connection between the tap cap and the issue in front of the Council was. Izzo stated the property tax cap has a limit in New York State Law and a municipality cannot have a budget that exceeds that limit unless they override it by specific local law.

Commissioner Golub stated the PILOT numbers would have pushed the budget over the tax cap. Izzo stated the City does not want to override the tax cap, and what is before the Council is the correction of an error.

Mayor Kim stated the City Charter is clear and does not allow for the Council to amend the budget in the prior year. Kim stated Izzo was correct in the municipal law, but the Comptroller does not understand the City of Saratoga Springs Charter and the vote needs to be put off. Kim challenged Izzo to tell him he was wrong.

Mayor Kim stated to be aghast this issue was before the Council. Mayor Kim stated to have received the memo from Attorney Izzo at 10:37 a.m. and the meeting started at 11:00 a.m. Kim stated the resolution wasn't circulated to the Council until late in the game. Kim stated the Council may have a vote of three (3), but to do it would be illegal under the City Charter. Kim stated the proper action would be to amend it in 2024. Kim stated the new administration ought to be given the opportunity to weigh in on this issue.

Commissioner Sanghvi stated it is not the intent to break laws, but the Finance Department was doing what was recommended by the State Comptroller's Office which was pass the change before the end of the year so not to create any issues with the tax levy in the new year.

Commissioner Golub asked for confirmation the City would not have collected any taxes by the first meeting of January, which would be January 2, 2024. Commissioner Sanghvi replied in the affirmative.

Mayor Kim asked how the Council knows they weren't making another human error. Kim stated there has been no other review. Kim stated former Commissioner John Frank used to state about the Commission was that there were checks and balances. Kim stated no other on the Council has spoken with the Comptroller's Office outside of the Finance Department. Kim stated that the Council should slow down and let the vote happen in the next City Council. Attorney Izzo stated he would continue with his research.

Commissioner Sanghvi asked the Finance Department's Budget Director whether she foresaw an impact in pushing the vote to January 2, 2024, City Council Meeting. Finance Department Budget Director Donna Woods, stated to feel it could be pushed to the following week and would reach out to the Comptroller's Office for clarification.

Commissioner Sanghvi stated there was no effort on the Finance Department to hide anything from the Council and did not realize the email from the City Attorney had been sent so close in time to the meeting. Sanghvi stated mistakes were made and the Finance Department was trying to work correct the issue with the assistance of the State Comptroller's Office and City Attorney.

Commissioner Sanghvi pulled item #6 from the Finance Department Agenda.

7. Discussion and Vote: 2024 Revised Tax Rates

Commissioner Sanghvi pulled item #7 from the Finance Department Agenda.

8. Discussion and Vote: 2022 Water and Sewer Fund Balance Recommendations (23-736)

Commissioner Sanghvi stated that if the residual amount or the unassigned fund balance for the city's water and sewer funds falls below the minimum requirement of 10% for any fiscal year the Commissioner of Finance shall prepare and submit a plan to the City Council to restore that balance. The water fund assigned fund balance as of December 31st, 2022 was \$0 and the deficit of unassigned fund balance was \$344,547. This represents 0% of the 2023 adopted budget and the sewer fund assigned fund balance for December 31st 2022 was \$0 and the deficit of the unassigned fund balance was \$567,077. Both balances fall below the minimum requirement of 10%.

Commissioner Sanghvi explains the recommendations from both DPW and Finance for the water fund. These recommendations are change the water resolution to include the basic service charge, emergency fee and capital improvement fee to include 649 additional property, use capital reserve to cover principal and interest payments, the third is to ensure the capital reserve fee added to bills are sufficient to cover the cost of debt payments, annual budgets will not call for the use of other types of fund balance to balance the budget until the assigned fund balance falls within the acceptable range and to raise rates.

Commissioner Sanghvi explains the recommendations from both DPW and Finance for the sewer fund. These recommendations are use capital reserve to cover principal and interest payments, ensure capital reserve fees added to the bill is sufficient to cover the cost of debt payments, will not call for the use of any other types of fund balance to balance the budget until the assigned fund balance falls within the acceptable range, and raise rate.

Commissioner Sanghvi moved and Commissioner Golub seconds to approve the 2022 water and sewer fund balance recommendations.

Ayes – 5
Nays - 0
Motion Passed.

9. Discussion and Vote: Resolution to Amend 2024 Adopted Budget

Commissioner Sanghvi pulled item #9 from the Finance Department Agenda.

10. Discussion and Vote: Authorization to Reimburse Employee 3085 in the amount of \$75.33 (23-737)

Commissioner Sanghvi moved and Commissioner Moran seconds to approve the authorization to reimburse employee 3085 in the amount of \$75.33.

Ayes – 5
Nays - 0
Motion Passed.

PUBLIC WORKS DEPARTMENT

Commissioner Golub stated the grade changes that follow were voted on and approved at the December 19, 2023, City Council Meeting and approved in the Amended 2024 Budget. Golub stated the positions were brought back to Council for clarity of grade and steps for each employee.

Mayor Kim stated most City Hall employees were part of a collective bargaining contract. Kim stated in the two (2) years he's been in office; those collective bargaining employees have received four (4) raises. Kim stated one of the City Charter duties of the Mayor is to negotiate collective bargaining agreements. Mayor Kim stated the pay upgrades are raises. Kim stated one of the employees' that had received a grade increase was the City Hall CSEA president. Kim stated a grievance had been

issued against the employee at CSEA headquarters, because the employee forgot about the Union and people she represented and bargained on her own (behalf).

Mayor Kim stated you cannot change the charter with three votes and the issue of pay grade changes could have worked if it had been negotiated with the Mayor. Kim stated he had worked with Commissioner Moran and other Commissioners to negotiate the SSFD contracts. Kim stated the vote is a mistake on a mistake because during the original budget he voted against it, due to the Charter. Kim stated there is not a basis in the passage of the motion that will authorize the payments to employees. See attached.

1. Discussion and Vote: Position Grade Change for the Water Meter Service Worker (23-738)

Commissioner Golub stated to have met with the Human Resource and the Finance Departments due to the changes and increase of duties to the position of DPW Water Meter Service Worker and it has been determined the position would move from Grade 6 to Grade 9 effective January 1, 2024.

Commissioner Golub moved and Commissioner Sanghvi seconded the position grade change for Water Meter Service Workers from Grade 6 to Grade 9 effective January 1, 2024, with the following Water Meter Service Workers Grade and Step to be:

Employee #1240 Grade 9 Step: 10

Employee #3237 Grade: 9 Step: 1

Employee #3334 Grade: 9 Step: 1

Ayes – 4 [Sanghvi, Moran, Golub, Montagnino]

Nay – 1 [Kim]

Motion passed.

2. Discussion and Vote: Position Grade Change for the Water Meter Service Worker Supervisor (23-739)

Commissioner Golub stated to have met with the Human Resource and the Finance Departments due to the changes and increase of duties to the position of DPW Water Meter Service Worker Supervisor and it has been determined the position would move from Grade 10 to Grade 13 effective January 1, 2024.

Commissioner Golub moved and Commissioner Sanghvi seconded the position grade change for the Water Meter Service Worker Supervisor from Grade 10 to Grade 11 with employee #1807 grade and step to be Grade: 13 Step: 4 effective January 1, 2024.

Ayes – 4 [Sanghvi, Moran, Golub, Montagnino]

Nay – 1 [Kim]

Motion passed.

3. Discussion and Vote: Position Grade Change for Water Treatment Plant Operator (23-740)

Commissioner Golub stated to have met with the Human Resource and the Finance Departments due to the changes and increase of duties to the position of DPW Water Treatment Plant Operator and it has been determined the position would move from Grade 11 to Grade 12 effective January 1, 2024.

Commissioner Golub moved and Commissioner Moran seconded the position grade change for DPW Water Treatment Plant Operator from Grade 11 to Grade 12 effective January 1, 2024, with the following DPW Water Treatment Plant Operators Grade and Step to be:

Employee #2538 Grade: 12 Step: 7

Employee #1664 Grade: 12 Step: 9

Employee #2444 Grade: 12 Step: 9
Employee #2155 Grade: 12 Step: 9
Employee #2156 Grade: 12 Step: 9
Employee #3128 Grade: 12 Step: 1
Employee #3129 Grade: 12 Step: 1

Ayes – 4 [Sanghvi, Moran, Golub, Montagnino]
Nay – 1 [Kim]
Motion passed.

4. Discussion and Vote: Position Grade Change for the Chief Water Treatment Plant Operator (23-741)

Commissioner Golub stated to have met with the Human Resource and the Finance Departments due to the changes and increase of duties to the position of Chief Water Treatment Plant Operator and it has been determined the position would move from Grade 15 to Grade 16 effective January 1, 2024.

Commissioner Golub moved and Commissioner Sanghvi seconded the position grade change for Chief Water Treatment Plant Operator from Grade 15 to Grade 16 with employee #0878 to be Grade 16 Step 4 effective January 1, 2024.

Ayes – 4 [Sanghvi, Moran, Golub, Montagnino]
Nay – 1 [Kim]
Motion passed.

5. Discussion and Vote: Position Grade Change for the Senior Electrician (23-742)

Commissioner Golub stated to have met with the Human Resource and the Finance Departments due to the changes and increase of duties to the position of Senior Electrician and it has been determined the position would move from Grade 15 to Grade 16 effective January 1, 2024.

Commissioner Golub moved and Commissioner Sanghvi seconded the position grade change for Senior Electrician from Grade 14 to Grade 15 with employee #1708 to be Grade 15 Step 6 effective January 1, 2024.

Ayes – 4 [Sanghvi, Moran, Golub, Montagnino]
Nay – 1 [Kim]
Motion passed.

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization to pay invoices to MultiMed (23-743)

Commissioner Montagnino moved and Commissioner Sanghvi seconds to approve the authorization to pay invoices to MultiMed.

Ayes – 5
Nays - 0
Motion Passed.

2. Discussion and Vote: Authorization to Waive the Umbrella Coverage for Rebel Metal Structures (23-744)

Commissioner Montagnino moved and Commissioner Golub seconds to approve the authorization to waive the umbrella coverage for Rebel Metal Structures.

Ayes – 5
Nays - 0
Motion Passed.

SUPERVISORS

No Supervisor presented.

ADJOURNMENT

Commissioner Sanghvi moved and Commissioner Moran seconded to adjourn the Special City Council Meeting at 12:09 p.m.

Ayes - 5
Nays - 0
Motion Passed.

Respectfully submitted,

Mark Graham and Barbara Brindisi
Assistant City Clerk | Accounts Department Office Supervisor

Approved:
Vote:

GOLDBERGER AND KREMER

ATTORNEYS AND COUNSELORS AT LAW

50 BEAVER STREET

SUITE 204

ALBANY, NEW YORK 12207

518/436-8313

FAX NO. 518/436-8316

BRYAN J. GOLDBERGER*
BRIAN S. KREMER
LAUREN P. MCCLUSKEY

*ALSO ADMITTED IN PENNSYLVANIA

October 24, 2023

Via email at Christy.Spadaro@saratoga-springs.org

Ms. Christy Spadaro
Human Resources Administrator
City of Saratoga Springs
City Hall – Broadway
Saratoga Springs, NY 12019

Re: Position Upgrade Policy

Dear Ms. Spadaro:

You have asked for my opinion on the Position Upgrade Policy of the City of Saratoga Springs as set forth in the City's Finance Policy and Procedures Manual. The Position Upgrade Policy sets forth the procedure to be followed in the event an upgrade to a higher salary grade for a particular position is being considered. According to the policy, the Civil Service Commission, the Union representing the position(s), the Human Resources Administrator and the Commissioner of Finance must approve of the upgrade before it is submitted to the City Council for final approval. The Mayor's role appears to be limited to voting on the salary upgrade as a member of the City Council.

It is my understanding that the City intends to upgrade the salary of one or more positions in the "City Hall Unit" represented by CSEA pursuant to the policy. As set forth below, it is my opinion that it would be unlawful to apply the policy to upgrade positions in the "City Hall Unit."

The allocation of a position to a salary grade is generally not a mandatory subject of negotiations (See CSEA v. PERB, 248 AD2d 882). However, the collective bargaining agreement addressing the terms and conditions of employment of employees in the "City Hall Unit" contains the specific salary grade to which each position is to be assigned. The inclusion of a non-mandatory subject of negotiations in a collective bargaining agreement converts that subject to a mandatorily negotiable term and condition of employment (See City of Cohoes, 31 PERB 3020). Therefore, while the allocation of a position to a salary grade is generally not a mandatory subject of negotiations, salary grade allocation is a mandatory subject of negotiations for employees in the "City Hall Unit" because the collective bargaining agreement contains the specific grade to which each position is

to be applied. It is an improper practice to change mandatorily negotiable terms and conditions of employment without bargaining, even if the change is beneficial to the employees (See NYS Civil Service Law Section 209-a).


The Position Upgrade Policy appears to require that CSEA approve the salary upgrade which would likely satisfy the requirement that the salary upgrades be negotiated with the union representing the employee. However, only the Chief Executive Officer of a public employer may negotiate with a union regarding the terms and conditions of employment and only the Chief Executive Officer can reach an agreement regarding same (See NYS Civil Service Law Section 201(12)). The role of the legislative body is generally limited to the approval of matters that require the expenditure of funds (See NYS Civil Service Law Section 204-a). In the City of Saratoga Springs, the Mayor is the Chief Executive Officer. Therefore, only the Mayor has the authority to negotiate and reach an agreement with CSEA regarding terms and conditions of employment and the City' Council's role is limited to approving those agreements which will result in the expenditure of funds.

It is my opinion that the Position Upgrade Policy usurps the authority of the Mayor to negotiate and reach an agreement with CSEA regarding the salary grade(s) of persons in the City Hall Unit. Any policy that does not allow the Mayor to exercise his authority to negotiate and reach an agreement on mandatorily negotiable terms and conditions of employment is unlawful.

I hope the foregoing adequately addresses your inquiry. I would be happy to discuss this matter further with you, the Mayor, and/or members of the City Council.

Very Truly Yours,

GOLDBERGER AND KREMER

A handwritten signature in dark ink, appearing to read 'BK', is written over the printed name.

Brian S. Kremer



December 5, 2023

CITY OF SARATOGA SPRINGS
City Council Meeting
474 Broadway
Saratoga Springs, New York

6:00 PM

- 7:00 P.M. – P.H. – Amend Chapter 136 of City Code
Articles IV, IVA, V, VI and VII –
(Accounts Item #12)
P.H. – Amend Chapter 225, Article IX,
Section 225-79 (DPS Item #14)
P.H. – Weibel Avenue PUD (Accounts
Item #6)

6:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATIONS

1. Participatory Budget Projects & Voting (Finance Department)
2. Skidmore Students: Food Security in Saratoga Springs

CONSENT AGENDA

1. Approval of 10/23/2023 Evening Budget Workshop Meeting Minutes
2. Approval of 11/17/2023 Pre-Agenda Meeting Minutes
3. Approve Mid-Warrant 2023, 23MWNOV3 \$52,329.84
4. Approve Warrant 2023, 23DEC1 \$812,359.85
5. Approve Payroll 11/22/2023 \$492,919.11
6. Approve Payroll 12/01/2023 \$824,686.13
7. Approve Budget Transfers – Regular
8. Approve Budget Transfers – Regular
9. Approve Budget Amendments - Regular

MAYOR'S DEPARTMENT

1. Announcement: Appointment of Corinne Catalano to Community Development Citizen Advisory Committee
2. Announcement: Appointment of Hannah Hurley to Community Development Citizen Advisory Committee
3. Discussion: End of Year City County Meeting Date
4. Discussion and Vote: Accept Safe Streets for All Grant

5. Discussion and Vote: Authorization for Mayor to Sign MOA with CRTC Re: Safe Streets for All Grant Award
6. Discussion and Vote: Authorization to Apply for TAP/CMAQ Funding for Gateway & Complete Streets Improvements
7. Discussion and Vote: Resolution: Affirmation of Grant Match for TAP/CMAQ Funding for Gateway and Complete Streets Improvements
8. Discussion and Vote: Authorization for Mayor to Sign 2024 Guardian Dental Rate Renewals
9. Discussion and Vote: Authorization for Mayor to Sign Addendum One to Contract for Homeless Shelter Services

ACCOUNTS DEPARTMENT

1. Announcement: Business Milestones
2. Announcement: Special Events
3. Award of Bid: Hazardous Waste to Ambient Environmental, Inc.
4. Award of Bid: Hi-Low Lift VFD Replacement
5. Award of Bid: Compliance Audit Services to Beacon Risk Group, LLC
6. Discussion and Vote: Adopt Weibel Avenue PUD Extension
7. Discussion and Vote: SEQRA Evaluation for Weibel Avenue PUD Extension
8. Discussion and Vote: Rescind Resolution of August 2, 2022 Regarding Moving the Position of Director of Risk and Safety to Mayor's Office
9. Discussion and Vote: Authorization for Mayor to Sign Contract with FitzGerald, Morris, Baker, Firth for Article 7 Cases
10. Discussion and Vote: Authorization for Mayor to Sign Contract with the Towne Law Firm, P.C. for Article 7 Cases
11. Discussion and Vote: Authorization for Mayor to Sign Contract with Beacon Risk Group
12. Discussion and Vote: Amend Chapter 136 of the City Code Articles IV, IVA, V, VI, and VII
13. Discussion and Vote: Authorization for the City Clerk to Respond to the NYSLA RE: Liquor Licensing

FINANCE DEPARTMENT

1. Announcement: Update on City Finances
2. Announcement: Participatory Budgeting Cycle Two Projects and Voting
3. Discussion and Vote: Approve 2024 Tax Rates
4. Discussion and Vote: Authorization for Mayor to Sign Contract with ePlus Technology, Inc. for Extreme Switches
5. Discussion and Vote: Authorization for Mayor to Sign Contract with SHI Technology Corp. for Barracuda Message Archiver
6. Discussion and Vote: Budget Amendments – Assigned Fund Balance
7. Discussion and Vote: Budget Amendments – City Center
8. Discussion and Vote: Budget Transfers – Payroll & Benefits
9. Discussion and Vote: Budget Transfers – Homeless Shelter, Payroll & Benefits

PUBLIC WORKS DEPARTMENT

1. Announcement: Reappointment of Matt Hurff to Arts Commission
2. Discussion and Vote: Authorization for Mayor to Sign Contract with Barton & Loguidice for Landfill Gas Monitoring and Maintenance
3. Announcement: High Hazard Dam Rehabilitation Grant
4. Discussion and Vote: Authorization for Mayor to Sign Contract with Mahoney Notify Plus, Inc. for Alarm Services
5. Discussion and Vote: Authorization for Mayor to Sign Contract with Ambient Environmental, Inc. for Hazardous Materials
6. Discussion and Vote: Authorization for Mayor to Sign Contract with Milton Cat for Caterpillar Parts and Service
7. Discussion and Vote: Authorization for Mayor to Sign Contract with Napa for Auto Parts

8. Discussion and Vote: Authorization for Mayor to Sign Addendum #4 with CT Male Associates
9. Discussion and Vote: Authorization for Mayor to Sign Contract with Stilsing Electric, Inc. for Hi-Lift and Low-Lift VFD Replacement and Upgrade

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to Sign a Statement of Work with ePlus Technology, Inc.
2. Discussion and Vote: Authorization for the Mayor to Sign a Contract with Presentation Concepts Corporation
3. Discussion and Vote: Authorization for the Mayor to Sign Amendment #2 to Contract OGS01-X004166, Cost Reimbursement and Escrow Account Agreement
4. Discussion and Vote: Authorization to Accept a Grant in the Amount of \$3,298 for Dispatch Equipment
5. Discussion and Vote: Authorization to Pay Invoice to Saratoga Auto Supply
6. Discussion and Vote: Accept \$30 Donation for the Mounted Unit in the Police Department
7. Discussion and Vote: Authorization for the Mayor to Sign a Quote/Contract with ESO Solutions for the Fire Department
8. Discussion and Vote: Authorization for the Mayor to Sign a Transfer of Ownership of a Retired K-9
9. Discussion and Vote: Authorization for the Mayor to Sign a License Agreement with the Saratoga Springs PBA for the Use of the PBA Range & Building for Police Department Training
10. Discussion and Vote: Authorization for the Mayor to Sign an Agreement with T2 Systems for Parking Enforcement & Permit Management Software System
11. Discussion and Vote: Authorization for the Mayor to Sign a Contract with Flock Safety
12. Discussion and Vote: Authorization for the Mayor to Sign a Contract with MES (Municipal Emergency Services)
13. Discussion and Vote: Authorization for the Mayor to Sign a Contract with Delacy Ford
14. Discussion and Vote: Amend Chapter 225, Article IX, Section 225-79 of the Code of the City of Saratoga Springs, NY, Entitled "Vehicle and Traffic – Schedule XIV: Trucks Over Certain Limits Excluded"

SUPERVISORS

Matthew Veitch

1. Saratoga County 2024 Budget Update

Tara Gaston

1. Nothing at this time.

ADJOURN



December 5, 2023

CITY OF SARATOGA SPRINGS
City Council Meeting
474 Broadway
Saratoga Springs, New York

6:00 PM

PRESENT: Ron Kim, Mayor
Minita Sanghvi, Commissioner of Finance
Dillon Moran, Commissioner of Accounts
Jason Golub, Commissioner of Department of Public Works (via zoom)
Jim Montagnino, Commissioner of Department of Public Safety

STAFF PRESENT: Angela Rella, Deputy Mayor
Heather Crocker, Deputy Commissioner of Finance
Stacy Connors, Deputy Commissioner, Accounts
Joe O'Neill, Deputy Commissioner of Public Works
Jason Tetu, Deputy Commissioner, Department of Public Safety

Matthew Veitch, Supervisor
Tara Gaston, Supervisor

RECORDING OF PROCEEDING

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

CALL TO ORDER

Mayor Kim called the meeting to order at 6:00 p.m.

CONSENT AGENDA

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

1. Approval of 10/23/2023 Evening Budget Workshop Meeting Minutes
2. Approval of 11/17/2023 Pre-Agenda Meeting Minutes
3. Approve Mid-Warrant 2023, 23MVNOV3 \$52,329.84
4. Approve Warrant 2023, 23DEC1 \$812,359.85
5. Approve Payroll 11/22/2023 \$492,919.11
6. Approve Payroll 12/01/2023 \$824,686.13
7. Approve Budget Transfers – Regular
8. Approve Budget Transfers – Regular
9. Approve Budget Amendments - Regular

Ayes – All (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

SUPERVISORS

Matthew Veitch

Saratoga County Budget Update

Supervisor Veitch reported there has not been any movement since the last meeting. The next public hearing is tomorrow, December 6, 2023 at 4:30 p.m. The Board will meet on December 13, 2023 at 4:30 p.m. to adopt the budget.

Tara Gaston

Supervisor Gaston recommended people attend the public hearing.

PRESENTATIONS

Participatory Budget Projects & Voting (Finance Department)
(presentation attached)

Nora Brennan of the Participatory Budget Committee presented. She advised annual funding is up to .25% of the City budget. The maximum approved for 2023 was \$75,000. The public is asked to submit ideas/projects for the Committee to review. The Committee will submit projects to appear on the ballot for the community to cast votes. Projects that are passed will be implemented within the next year and the process will start over.

Nora advised last year was the first year of participatory budgeting and included 10 projects. The projects included the following: Bikeatoga free bike repair (active and ongoing); curling pilot program at Weibel Ice Rink (active and ongoing); outdoor ice skating at Congress Park (later this year weather permitting); Jefferson and Vanderbilt Terraces Community Garden (in planning/progress); dog park water fountain (completed); Saratoga Arts/Home Made Theater Broadway/Live Musical Theater in the Park (completed); native flower planting (completed); C.R.E.A.T.E. Community Studios Youth Art Programs (completed); and Sustainable Saratoga Urban Forestry Project (completed).

Nora advised the Committee received 15 projects/suggestions and the following five are up for vote: Saratoga Farmer's Market funding for \$12,000; bocce ball courts at Veteran's Memorial Park for \$13,000; Opera Saratoga accessible arts program for \$15,000; Lake Avenue Elementary Centennial Celebration for \$10,000; and a solar powered charging bench for \$12,500.

Voting on projects starts today. Saratoga Springs residents only are able to vote by going to <https://pbstanford.org/2023-saratoga-ny> or by QR code. Voting ends on December 12, 2023.

Commissioner Sanghvi stated a list of projects will be presented to the City Council for vote and approval.

Skidmore Students: Food Security in Saratoga Springs
(presentation attached)

Skidmore students presented their findings of a semester long project, which took 22 hours to create this report. Urban planning took place in two phases with the first being in 1961 and the second in 1969. There

are several grocery stores throughout Saratoga Springs but one needs a car to get to them. Tension was found as tourism contributes toward income and revenue for the City but also forces the increase in cost of housing. There is a lack of affordable distributors of fresh fruits and vegetable that were less than five miles from downtown. They found PDT Market is not as inexpensive as it could be. Aldi's is a better alternative but is too far away. Price Chopper is more affordable by not accessible to Intrada and Allen Drive housing. Surveys of residents were done and found a majority of the people completing the survey were white people and females. A majority of the residents surveyed have an income of less than \$25,000 per year; drive to get groceries; and 27% of the people walk to the stores. The second survey was done at the Farmer's Market. They found the people surveyed there had an income of \$75,000 or more with 80% of the people surveyed were from Saratoga Springs, Ballston Spa, or Milton. People are spending more than 6% but less than 10% of their income on groceries. The City of Saratoga Springs has the highest population of food stamps and the services are complicated and difficult to manage. The Shelters of Saratoga was interviewed and found the main obstacle is transportation to obtain food. The students feel they need more data on this issue.

Students felt the need to provide more accessibility, expand affordable housing, and continue conversations with Stewart's for them to include more fresh fruit and vegetable access. They found the best location for a drop-off spot is 81 West Avenue at the corner of West Avenue and Washington Street. The full report goes into detail.

MAYOR'S DEPARTMENT (part 1)

Announcement: Appointment of Corinne Catalano to Community Development Citizen Advisory Committee

Mayor Kim appointed Corinne Catalano to the Community Development Citizen Advisory Committee for the term of 12/5/23 – 6/30/26.

Announcement: Appointment of Hannah Hurley to Community Development Citizen Advisory Committee

Mayor Kim appointed Hannah Hurley to the Community Development Citizen Advisory Committee for the term of 12/5/23 – 6/30/26.

Discussion: End of Year City Council Meeting Date

Mayor Kim advised a City Council meeting will be necessary at the end of the month for final budget transfers.

The City Council agreed upon a City Council meeting for Thursday, December 28, 2023 at 11 a.m.

ACCOUNTS DEPARTMENT (part 1)

Announcement: Business Milestones

Commissioner Moran acknowledged and congratulated Carpetland on 77 years in business. He also acknowledged and congratulated Overland Sheepskin Co. on 50 years in business in the United States and as a new business in downtown Saratoga Springs.

Special Events

Commissioner Moran stated the Victorian Streetwalk was held last week. A great time was had by all and Santa is at his cottage on Broadway.

Commissioner Moran announced the following events:

- Sunday, December 31st – fireworks at 6:30 p.m. as part of the New Year's Eve festivities.

- Monday, January 1, 2024 – 5K run at 10 a.m. at Ellsworth Jones Place.

FINANCE DEPARTMENT (part 1)

Announcement: Update on City Finances

Commissioner Sanghvi announced the City had not put any money into upgrading its system for many years. They will be upgrading the financial software system from version 11.3 to version 21.9 in one step.

Announcement: Participatory Budgeting Cycle Two Projects and Voting

Commissioner Sanghvi stated the QR code on the larger sheet is the correct code. She thanked the Committee and City staff that helped make this happen.

DEPARTMENT OF PUBLIC WORKS (part 1)

Announcement: High Hazard Dam Rehabilitation Grant

Commissioner Golub advised this helps address critical dam safety needs and reduce dam failures.

Mayor Kim stated Delta Development was retained when he first took office to help identify grants that were available to the City. The dam rehabilitation project was one that Delta Development focused on. Delta Development was able to bring in \$3.8 million dollars to the City in two years. All this was done for a price tag of \$80,000 to Delta Development.

Joanne Yepsen, member of the Infrastructure Committee, advised most of the work was done last year. Some grants applied for are still pending such as Crescent Avenue Connector of Greenbelt Project; City Canopy Project; and the Loughberry Lake Spillway Project.

Mayor Kim recessed the Council at 6:54 p.m.

Mayor Kim resumed the City Council meeting at 7:01 p.m.

PUBLIC HEARINGS

Amend Chapter 136 of the City Code Articles IV, IVA, V, and VII

Mayor Kim opened the public hearing at 7:02 p.m.

No one spoke.

Mayor Kim closed the public hearing at 7:02 p.m.

Amend Chapter 225 – Article IX, Section 225-79

Mayor Kim opened the public hearing at 7:02 p.m.

Tiffany Britt of Van Dam Street stated her understanding is enforcement will happen if ordinance passed. Police officers will be dedicated to enforce this once fully staffed. Most trucks are not local trucks.

Jenny Clifton of Van Dam Street Association stated this is not a complete solution but lives will be saved. Wesley Community has noticed an increase over 5 – 10 years. Most of those residents walk or ride their motorized vehicles to go downtown to get their groceries. All of Van Dam is a nationally registered historic district and the Preservation Foundation is supportive of solutions to help reduce truck traffic.

Erin Maciel of Saratoga Springs pleaded to stand against truck traffic in their neighborhood. The residents are forced to deal with a truck passing by every two minutes.

Dennis Dozier of Saratoga Springs stated he hates the trucks and agrees with everything previous speakers have said. He finds it hypocritical of the City that he can't upgrade his home but allows the trucks to go down his street.

Chris Mathiesen of Saratoga Springs stated he sympathizes with the people who live on Van Dam. The amount of traffic coming into the City has increase over the past five years coming into the City. He doesn't know the answer but the City needs to think through the effects the changes will make.

Commissioner Sanghvi asked Chris Mathiesen for clarification regarding the letter to NYSDOT he wrote approving Van Dam as the route for trucks.

Chris Mathiesen stated logically Van Dam is the best route for trucks when going from east to west. The intent was to take trucks off Broadway.

Resident of Van Dam Street stated trucks are loud and causing damage to the street and homes. It is also a safety issue for those who walk on the street.

Kaitlyn Cichello of Saratoga Springs stated she is seeing the grading of the street diminishing and is causing flooding.

Susan Stramburg of Van Dam Street stated she has two daughters. The trucks speed by and there are children always in the area. Traffic has increased and they are now seeing Walmart trucks using that route.

Liz Isreal of Van Dam Street advocated health and safety from the impact of truck traffic. The diesel exhaust contains carbon dioxide and break dust. He encouraged the City Council to consider the ordinance.

Francesca Cichello of Saratoga Springs stated she is invested in her historical home and has a young family. One deterrent of the home value is the traffic. The traffic needs to be addressed. She encouraged the City Council to vote in favor.

Brad and David Gadett of Saratoga Springs stated David has a bus stop on Van Dam Street. David stated he goes to the bus stop on Van Dam to go to school. The horns of the trucks scares people and it's bad. He hates the trucks.

Nick Fazzioli of Saratoga Springs stated after purchasing his historic homes he realized the hard truth about the street being used as an interstate highway. He has done extensive work to investigate. The state has designated truck routes and was directed to a non-city employee for the answer. There is no record of the discussion and vote to re-direct traffic on Van Dam Street. The City of Saratoga has gone to the NYSDOT in 2015 for transient local truck traffic. None of the downtown streets are viable for use by the trucks.

Amy Ryan of Saratoga Springs and member of the Infrastructure Committee stated they discussed traffic on Van Dam during their meetings. People should feel safe. The City and the trucking companies should coordinate to find alternate routes.

Lynn Blasso of Saratoga Springs stated she did traffic engineering in Suffolk County. She suggested trucks only be allowed to come through at specified times. Another possibility is a red-light camera, which will slow down the trucks. The income from the camera can be used toward a traffic study.

Bill of Saratoga Springs stated he grew up on Clinton Street. Truck traffic has been an on-going problem since he was born. This isn't the first Council to address this problem. His question is what is the solution. Is the City going to create a route to avoid Broadway, Church Street, and Van Dam? He is not hearing alternatives.

Adam Isreal of Saratoga Springs stated the City should make it as difficult as possible for the trucks that are using the City as a short cut. Fight the trucks and make it a path of most resistance.

Jeff Grasavage of Saratoga Springs stated he is a transportation engineer. NYSDOT map shows the amount of traffic. One solution may be not allowing jake-breaks.

George Brogan of Saratoga Springs stated a jake-break ordinance could help. He submitted a copy of the ordinance to the Council previously.

Kathleen Cleary of Saratoga Springs stated she is looking for a solution of some improvements. She can't believe how much traffic has increased. Lighting could also be improved and crosswalks should be added.

Camille Daniels of Saratoga Springs stated sewage is also a problem under the street on Van Dam Street. She asked where are the trucks going to go.

Bill McTygue of Saratoga Springs, former director of public works and member of the City's Planning Board delivered a report to the Council. This is a serious issue; it is a major impact to the City. The report contains an action plan based on history from 1996. The problem has gotten worse and the trucks have gotten bigger. Tractor-trailers don't belong in the inner City. This requires a unified effort of the City to bring to the attention of New York State.

Commissioner Golub stated his concern is does it make sense to pass this without an action plan in place.

Bill McTygue stated passing this will get the attention of the state.

Mayor Kim stated this happened by an illegal act of a former commissioner of public safety. There are solutions.

Bill McTygue stated a traffic engineer and a civil engineer can help and provide an alternative.

Mayor Kim stated thanked the group for coming forward and they need to keep the pressure. He invited the people against Saratoga BioChar to the next City Council meeting as the trucks for this are coming from the west with uncovered solid waste.

Commissioner Golub stated he has no problem supporting this but it needs an action plan.

Mayor Kim stated the City should draw from the community and name a task force to look at this.

Commissioner Sanghvi asked if a public hearing was held before the letter was sent to the state.

Mayor Kim advised he investigated and found no vote was taken to send the letter. The letter is dated 11/18/2014.

Commissioner Sanghvi stated the problem is being pushed to another street if a vote is taken on this today.

Mayor Kim stated the Council is bound to correct the illegal action.

Commissioner Moran stated he has an e-mails from NYSDOT that say as soon as the state routes hits the City's historic districts, the City has primacy in terms of who gets to decide what.

Commissioner Montagnino offered passing the ordinance and see how it goes.

Commissioner Sanghvi stated she supports this but wants to be sure that they are not pushing the plan to another road.

Commissioner Montagnino stated when the police recruits are out of training, they will have the staff to enforce this.

Mayor Kim closed the public hearing at 8:17 p.m.

Weibel Avenue PUD Amendment

Mayor Kim opened the public hearing at 8:17 p.m.

Justin Grassi, attorney for the applicant, provided an update to the application. The 16 acres behind Hannaford is vacant and reverted to a zoning designation that no longer existed. The Planning Board decided after review that one piece of their legislation was not consistent with the comprehensive plan. They took this to the Zoning Board of Appeals and found that strategy would not yield the results that would be satisfactory to all parties. The applicant would like to have this Council request a further advisory opinion from the Planning Board in a limited scope to determine if there is a definition of warehouse that can be modified that would render this consistent. The applicant would contact the Zoning Board of Appeals to ask them to table their request to give them time to hash this out with the Planning Board.

Patrick Cogan of the Building Department stated the City staff feels this issue needs to be addressed to avoid potential situation where they have undefined zoning of this parcel. The City staff would be in agreement with sending this back to the Planning Board with a more narrow definition of the potential use the applicant is seeking on this parcel. What the applicant is seeking is a more in line with the potential of that area without introducing additional truck traffic to that area. They will work with the applicant to come up with a limited use definition.

Commissioner Moran stated he would send a letter to the Planning Board asking them to review for a more narrow definition.

Mayor Kim closed the public hearing at 8:25 p.m.

PUBLIC COMMENT

Mayor Kim advised there are new rules to public comment. People have 4 minutes to speak. At that time, the speaker will be asked to stop. He asked all to be kind; not interrupt; and exercise free speech. He also asked the speakers to be factual. The Council members may respond if they choose. He will also hold a public comment period at the end of the City Council meeting.

Mayor Kim opened the public comment period at 8:25 p.m.

Rose Tait of Saratoga Springs stated King Tut had 20 years of service to the City and something should be done for him and the mounted police who worked with him. After attending City Council meetings for over a year, there is no resolution to her problem on Lincoln Avenue. The 40-foot containers by her home trap the emissions. Other residents have spoken about their issues and have seen resolution but no resolution for her issue.

Chris Mathiesen of Saratoga Springs addressed comments made about him not caring about neighborhoods is an unfair statement. In addition, the statement of him sending an illegal letter to New York State is not true. He is sympathetic to residents of Van Dam. In regards to item #13 on the Accounts agenda, he worked hard to change the closing time to 2 a.m. when he was in office to help save the reputation of downtown. He asked that the decision not be reversed.

Mayor Kim read from the Charter, Title III, Section B, which defines the mayor's role in representing the Council with neighboring county, state, or local government.

Mayor Kim closed the public comment period at 8:36 p.m.

DEPARTMENT OF PUBLIC SAFETY (part 1)

Discussion and Vote: Amend Chapter 225, Article IX, Section 225-79 of the Code of the City of Saratoga Springs, NY, Entitled "Vehicle and Traffic – Schedule XIV: Trucks Over Certain Limits Excluded" (23-627)

Commissioner Montagnino moved and Mayor Kim seconded to amend Chapter 225, Article IX, Section 225-79 of the Code of the City of Saratoga Springs, NY, Entitled "Vehicle and Traffic – Schedule XIV: Trucks Over Certain Limits Excluded".

Commissioner Golub stated amending this code now is pushing it off on to the new commissioner. He asked when this change will be enforceable and when will officers be trained and available to enforce this. He asked that this to be tabled for two weeks.

Mayor Kim stated he was elected to serve until 12/31/23.

Commissioner Montagnino stated he met with Commissioner Elect Coll and his intended deputy. Commissioner Elect Coll also met with Chief McIntosh and has full faith in Chief McIntosh's ability and staffing plan for next year, which includes the Traffic Division. Travis Carter is trained in this area and can step in. This doesn't preclude the New York State Police or Sheriff's Department from doing the same enforcement.

Commissioner Golub suggested to the residents that they attend the first meeting of the year to continue to push this.

Commissioner Moran stated the City Council has a responsibility to act as something was done wrong.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays - 0

MAYOR'S DEPARTMENT (part 2)

Discussion and Vote: Accept Safe Streets for All Grant (23-628)

Mayor Kim moved and Commissioner Montagnino seconded to accept the Safe Streets for All Grant.

Mayor Kim advised \$500,000 has been awarded with a match from the City of \$100,000.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign MOA with CRTC Re: Safe Streets for All Grant Award (23-629)

Mayor Kim moved and Commissioner Sanghvi seconded to authorize the mayor to sign MOA with CRTC regarding Safe Streets for All Grant award.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Discussion and Vote: Authorization to Apply for TAP/CMAQ Funding for Gateway & Complete Streets Improvements (23-630)

Mayor Kim moved and Commissioner Sanghvi seconded to authorize the mayor to apply for TAP/CMAQ funding for Gateway & Complete Streets Improvements.

Mayor Kim advised this is a New York State funding opportunity.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays - 0

Discussion and Vote: Resolution: Affirmation of Grant Match for TAP/CMAQ Funding for Gateway and Complete Streets Improvements (23-631)

Mayor Kim moved and Commissioner Sanghvi seconded to approve resolution affirming grant match for TAP/CMAQ funding for Gateway and Complete Streets improvements.

The resolution is as follows:

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NY

A Resolution confirming the City of Saratoga Springs will pay in first instance, should funding be awarded, 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs of a transportation project, before seeking 80% reimbursement of eligible project costs.

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

WHEREAS, an application for a Project, Congress Park Gateway Connector, City of Saratoga Springs, (the Project") will be submitted to NYSDOT for TAP/CMAQ funding on or before January 9, 2024; and

WHEREAS the application requires the City of Saratoga Springs to demonstrate that, should funding be awarded, 100% of the Project costs can be first instanced before requesting reimbursement for 80% of the eligible project costs; and

WHEREAS the application also requires the City of Saratoga Springs to affirm that a 20% match will be available to support the Project should funds be awarded; and

WHEREAS, the City of Saratoga Springs desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design and Construction,

NOW, THEREFORE, the City Council duly convened does hereby

RESOLVE, that the City Council hereby authorizes the City of Saratoga Springs to apply to NYSDOT for TAP/CMAQ funding for the Project, and it is hereby further

RESOLVED, that the City Council, City of Saratoga Springs, City Council, hereby commits, should funding be awarded, to pay in the first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible.

Mayor Kim explained if awarded the grant, the City would pay for 100% of the project and be reimbursed 80% reimbursement with a \$640,000 local match.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays - 0

Discussion and Vote: Authorization for Mayor to Sign 2024 Guardian Dental Rate Renewals (23-632)

Mayor Kim moved and Commissioner Moran seconded to authorize the mayor to sign 2024 Guardian Dental rate renewals.

Mayor Kim advised no rate increase for 2024.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Addendum One to Contract for Homeless Shelter Services (23-633)

Mayor Kim moved and Commissioner Moran seconded to authorize the mayor to sign addendum one to contract for homeless shelter services.

Mayor Kim advised there is no cost associated with the addendum. The addendum extends the contract to year-end.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Mayor Kim moved and Commissioner Golub seconded to add an item to his agenda as discussion and vote for authorization for mayor to sign 2024 hospitalization rate renewals. (23-634)

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays - 0

Discussion and Vote: Authorization for Mayor to Sign 2024 Hospitalization Rate Renewals (23-635)

Mayor Kim moved and Commissioner Moran seconded to authorize the mayor to sign 2024 hospitalization rate renewals.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

ACCOUNTS DEPARTMENT (part 2)

Award of Bid: Hazardous Waste to Ambient Environmental, Inc. (23-636)

Commissioner Moran moved and Commissioner Sanghvi seconded to award the bid for hazardous waste to Ambient Environmental, Inc. for an additional year under the same terms, conditions, and pricing as included in bid #: 2022-03.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Award of Bid: Hi-Low Lift VFD Replacement (23-637)

Commissioner Moran moved and Commissioner Golub seconded to award the bid for Hi-Lift and Low-Lift Variable Frequency Drives Replacement to Stilsing Electric, Inc. in the amount not to exceed \$54,000.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Award of Bid: Compliance Audit Services to Beacon Risk Group, LLC

Commissioner Moran pulled this item from the agenda.

Discussion and Vote: Adopt Weibel Avenue PUD Extension

Commissioner Moran pulled this item from the agenda.

Discussion and Vote: SEQRA Evaluation for Weibel Avenue PUD Extension

Commissioner Moran pulled this item from the agenda.

Discussion and Vote: Rescind Resolution of August 2, 2022 Regarding Moving the Position of Director of Risk and Safety to Mayor's Office (23-638)

Commissioner Moran moved and Commissioner Golub seconded to rescind the resolutions of August 2, 2022 and September 6, 2022 and approve the resolutions attached to the agenda regarding the move of the position of director of risk and safety from the Accounts Department to the Mayor's Office. The rescinding of the August 2, 2022 resolution results in the position of director of risk and safety returning under the purview of the Accounts Department, while the rescinding of the September 6, 2022 resolution results in nullifying a requirement of written statements regarding risk, safety, and insurance to the Mayor's Office.

Commissioner Montagnino advised he opposes this he questions where risk and safety appropriately lived and the Charter requires the attorney is in the Mayor's Office. Risk and safety and contracts go hand-in-hand and should remain with the City Attorney's Office.

Commissioner Golub stated it doesn't matter where the person sits. The person needs to be a strong person and they need a strong attorney. Those two positions have to work closely with each other and have a good process.

Commissioner Sanghvi stated the mayor elect has concerns about this issue and wants to have discussions. The person needs to work closely with the attorney. The City's insurance is up almost \$1 million dollars from 2023 to 2024 with not having risk and safety.

**Ayes – 4 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, and Mayor Kim)
Nays – 1 (Commissioner Montagnino)**

Discussion and Vote: Authorization for Mayor to Sign Contract with FitzGerald, Morris, Baker, Firth for Article 7 Cases

Commissioner Moran pulled this item from the agenda.

Discussion and Vote: Authorization for Mayor to Sign Contract with the Towne Law Firm, P.C. for Article 7 Cases (23-639)

Commissioner Moran moved and Commissioner Sanghvi seconded to authorize the mayor to sign a contract with the Towne Law Firm for Article 7 cases as included with the agenda.

**Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Authorization for Mayor to Sign Contract with Beacon Risk Group

Commissioner Moran pulled this item from the agenda.

Discussion and Vote: Amend Chapter 136 of the City Code Articles IV, IVA, V, VI, and VII

Commissioner Moran read a section provided by the Building Department as proposed changes to the chapter.

Commissioner Moran moved and Commissioner Golub seconded to amend Chapter 136 of the City Code – Articles IV, IVA, V, VI, and VII as included with the agenda.

Commissioner Sanghvi asked for the City fees for outdoor dining.

Commissioner Moran stated he is waiting for the cost to implement. The revenues will be the same if not more.

Mayor Kim stated the Planning Board fees do not reflect income for outdoor dining.

Commissioner Moran stated his takeaway is all pieces were covered. He pulled the item from the agenda.

Discussion and Vote: Authorization for the City Clerk to Respond to the NYSLA RE: Liquor Licensing (23-640)

Tony Izzo, city attorney, advised the federal government stated the way approvals were being handled was inappropriate. A different procedure is needed.

Commissioner Moran stated they are looking to comply with the Open Meetings Law and put the City back in good standing. To his knowledge, not a single letter written had the impact or intended outcome that was stated. He read the following resolution into the record:

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NY

WHEREAS, on December 20, 2022 this Council adopted a resolution #22-588, resolving that upon the City's learning that an establishment, individual entity of any kind seeks a liquor license, seeks renewal of a liquor license, or seeks modification of amendment of a liquor license, that the City Attorney, under the Mayor's supervision shall promptly write to the New York State Liquor Authority (SLA) to petition them to prohibit the alcohol by that establishment, individual or entity beyond 2:00 AM as a condition of granting any such application for a liquor license of renewal, modification or amendment of a liquor license,

NOW, THEREFORE, BE IT RESOLVED, upon due consideration, that the said resolution of December 20, 2022 shall be, and the same hereby is, in all respects repealed, rescinded, and revoked in its entirety; and

BE IT FURTHER RESOLVED, upon due consideration, that the City Clerk shall have authority, in his/her discretion, to promptly respond to the SLA in writing regarding an establishment's liquor license, renewal of a liquor license, or modification or amendment of a liquor license and waivers of statutory 30-day advance notices.

Commissioner Moran moved and Commissioner Golub seconded to rescind the resolution of December 20, 2022, which petitioned the NYSLA to roll back the closing time of businesses seeking renewals, waivers, or modifications of NYSLA liquor licenses to 2 a.m. in order to receive City approval is being rescinded and approve the resolution as distributed.

Mayor Kim stated he could support this resolution if the last paragraph is removed.

Commissioner Moran agreed to remove the last paragraph and end the resolution after “....30-day advance notices.” In the second paragraph.

Commissioner Moran moved and Commissioner Sanghvi seconded the friendly amendment as discussed and agreed.

Ayes – 4 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, and Mayor Kim)
Nays – 1 (Commissioner Montagnino)

Commissioner Moran moved and Commissioner Sanghvi seconded to add an item to his agenda regarding the setting of a public hearing. (23-649)

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Set Public Hearing: Remove Fees from Various Chapters of the City Code

Commissioner Moran set a public hearing for Tuesday, January 2, 2024.

FINANCE DEPARTMENT

Discussion and Vote: Approve 2024 Tax Rates (23-641)

Commissioner Sanghvi advised the tax rates are \$5.2685 for the general and capital it is \$1.5475 for a total of \$6.8160. The inside district rate is \$5.2020 and the inside capital is \$1.5475 for a total of \$6.7495, and the downtown special assessment district is \$0.8321.

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the 2024 tax rates.

Commissioner Montagnino asked if the City is exceeding the 2% cap rate with this.

Commissioner Sanghvi stated the City is allowed certain leeway if the City has not taxed to the full extent in the previous year. The City is in no way going beyond the tax cap.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract with ePlus Technology, Inc. for Extreme Switches (23-642)

Commissioner Sanghvi stated this is a one-time purchase of \$156,331.15.

Commissioner Sanghvi moved and Commissioner Golub seconded to authorize the mayor to sign a contract with ePlus Technology for extreme switches.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract with SHI Technology Corp. for Barracuda Message Archiver

Commissioner Sanghvi pulled this item from her agenda.

Discussion and Vote: Budget Amendments – Assigned Fund Balance (23-643)

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the budget amendments – assigned fund balance.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Budget Amendments – City Center (23-644)

Commissioner Sanghvi moved and Commissioner Moran seconded to approve lines 1 – 10 use of restricted fund balance to add additional funds to payroll lines; lines 11 – 13 use of restricted fund balance to cover utilities and security for the garage through the end of the year.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Budget Transfers – Payroll & Benefits (23-645)

Commissioner Sanghvi moved and Commissioner Moran seconded to approve the budget amendments payroll and benefits.

Ayes – 5 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)

Nays – 0

Discussion and Vote: Budget Transfers – Homeless Shelter, Payroll & Benefits (23-646)

Commissioner Sanghvi pulled lines 1 – 3.

Commissioner Sanghvi moved and Commissioner Golub seconded to approve budget transfers payroll and benefits lines 4 – 15 only.

Mayor Kim stated he understood lines 1 – 3 was agreed upon by staff.

Commissioner Sanghvi stated she wants to be sure the issue is resolved. Shelters submitted an invoice that she is trying to be resolve.

Mayor Kim stated Shelters refuses to sign the contract.

Commissioner Sanghvi stated she wants to be sure that the issue is resolved. A contract is not signed so how can the invoice be paid. There needs to be more clarity on the issue.

Ayes – 4 (Commissioner Moran, Commissioner Sanghvi, Commissioner Golub, Commissioner Montagnino)

Nays – 1 (Mayor Kim)

Commissioner Sanghvi left the meeting at 9:42 p.m.

PUBLIC WORKS DEPARTMENT

Announcement: Reappointment of Matt Hurff to Arts Commission

Commissioner Golub pulled this item from his agenda.

Discussion and Vote: Authorization for Mayor to Sign Contract with Barton & Loguidice for Landfill Gas Monitoring and Maintenance (23-647)

Commissioner Golub moved and Commissioner Moran seconded to authorize the mayor to sign a contract with Barton & Loguidice for landfill gas monitoring and maintenance valid until 12/31/24 in the amount of \$24,100.

Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract with Mahoney Notify Plus, Inc. for Alarm Services (23-648)

Commissioner Golub moved and Commissioner Moran seconded to authorize the mayor to sign a contract with Mahoney Notify Plus, Inc. for alarm services valid until 12/31/24 in the amount of unit bid prices not to exceed \$50,000.

Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract with Ambient Environmental, Inc. for Hazardous Materials (23-650)

Commissioner Golub advised Ambient Environmental will provide testing for hazardous materials.

Commissioner Golub moved and Commissioner Moran seconded to authorize the mayor to sign a contract with Ambient Environmental, Inc. for hazardous materials valid until 12/31/24 in the amount of unit bid prices not to exceed \$50,000.

Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract with Milton Cat for Caterpillar Parts and Service (23-651)

Commissioner Golub moved and Commissioner Moran seconded to authorize the mayor to sign a contract with Milton Cat for Caterpillar parts and service valid until 12/31/24 in the amount of unit bid prices not to exceed \$50,000.

Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract with Napa for Auto Parts (23-652)

Commissioner Golub moved and Commissioner Moran seconded to authorize the mayor to sign a contract with Napa for auto parts valid until 12/31/24 in the amount of unit bid prices not to exceed \$50,000.

Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Addendum #4 with CT Male Associates (23-653)

Commissioner Golub advised this addendum extends the contract completion date to 12/31/24 with no change in price.

Commissioner Golub moved and Commissioner Moran seconded to authorize the mayor to sign addendum #4 with CT Male Associates for an extension of the completion date valid until 12/31/24.

Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0

Discussion and Vote: Authorization for Mayor to Sign Contract with Stilsing Electric, Inc. for Hi-Lift and Low-Lift VFD Replacement and Upgrade (23-654)

Commissioner Golub moved and Commissioner Moran seconded to authorize the mayor to sign contract with Stilsing Electric for hi-lift and low-lift variable frequency drives replacement and upgrades valid through 12/31/24 in the amount of \$54,000.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Commissioner Golub move and Commissioner Montagnino seconded to add an item for approval to pay invoice 2023-101 to BriteBiz.com. (23-655)

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Authorization to Pay Invoice 2023-101 to BriteBiz.com (23-656)

Commissioner Golub moved and Commissioner Moran seconded to authorize payment of invoice 2023-101 to BriteBiz.com by credit card in the amount of \$4,098.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Authorization for the Mayor to Sign a Statement of Work with ePlus Technology, Inc. (23-657)

Commissioner Montagnino moved and Commissioner Moran seconded to authorize the mayor to sign a state of work with ePlus Technology, Inc.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Authorization for the Mayor to Sign a Contract with Presentation Concepts Corporation (23-658)

Commissioner Montagnino moved and Commissioner Moran seconded to authorize the mayor to sign a contract with Presentation Concepts Corporation.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Authorization for the Mayor to Sign Amendment #2 to Contract OGS01-X004166, Cost Reimbursement and Escrow Account Agreement (23-659)

Commissioner Montagnino moved and Commissioner Golub seconded to authorize the mayor to sign amendments #2 to Contract OGS01-X004166 cost reimbursement and escrow account agreement.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Authorization to Accept a Grant in the Amount of \$3,298 for Dispatch Equipment (23-660)

Commissioner Montagnino moved and Mayor Kim seconded to authorize the acceptance of a grant in the amount of \$3,298 for dispatch equipment.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Authorization to Pay Invoice to Saratoga Auto Supply (23-661)

Commissioner Montagnino moved and Commissioner Moran seconded to authorize payment of invoice to Saratoga Auto Supply.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Accept \$30 Donation for the Mounted Unit in the Police Department (23-662)

Commissioner Montagnino moved and Commissioner Moran seconded to accept \$30 donation for the mounted unit in the Police Department.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Authorization for the Mayor to Sign a Quote/Contract with ESO Solutions for the Fire Department (23-663)

Commissioner Montagnino advised the first year cost is \$20,381.50 from December 2023 to December 2024; year two cost is \$22,692 from December 2024 to December 2025; and the third year cost is \$28,365 for December 2025 to December 2026.

Commissioner Montagnino moved and Commissioner Golub seconded to authorize the mayor to sign a quote/contract with ESO Solutions for the Fire Department.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Authorization for the Mayor to Sign a Transfer of Ownership of a Retired K-9 (23-664)

Commissioner Montagnino moved and Commissioner Moran seconded to authorize the mayor to sign a transfer of ownership of a retired K-9.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Authorization for the Mayor to Sign a License Agreement with the Saratoga Springs PBA for the Use of the PBA Range & Building for Police Department Training (23-665)

Commissioner Montagnino moved and Commissioner Moran seconded to authorize the mayor to sign a license agreement with the Saratoga Springs PBA.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Authorization for the Mayor to Sign an Agreement with T2 Systems for Parking Enforcement & Permit Management Software System (23-666)

Commissioner Montagnino advised this agreement is for three years with year one costing \$24,177; year two is \$11,484; and year three is \$11,484.

Commissioner Montagnino moved and Commissioner Golub seconded to authorize the mayor to sign an agreement with T2 Systems for a parking enforcement and permit management software.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Authorization for the Mayor to Sign a Contract with Flock Safety (23-667)

Commissioner Montagnino moved and Commissioner Moran seconded to authorize the mayor to sign a contract with Flock Safety.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Authorization for the Mayor to Sign a Contract with MES (Municipal Emergency Services) (23-668)

Commissioner Montagnino moved and Commissioner Golub seconded to authorize the mayor to sign a contract with MES.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Discussion and Vote: Authorization for the Mayor to Sign a Contract with Delacy Ford (23-669)

Commissioner Montagnino moved and Commissioner Moran seconded to authorize the mayor to sign a contract with Delacy Ford.

**Ayes – 4 (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

ADJOURNMENT

Commissioner Moran moved and Commissioner Golub seconded to adjourn the meeting at 10:02 p.m.

**Ayes – All (Commissioner Moran, Commissioner Golub, Commissioner Montagnino, and Mayor Kim)
Nays – 0**

Respectfully submitted,

Lisa Ribis
Secretary to the City Council

Approved:
Vote:

PARTICIPATORY BUDGETING CYCLE TWO REVIEW

*Participatory Budgeting Committee
Norah Brennan, Chair*



Community members and organizations submit ideas



PB Committee reviews submissions, works with City departments



Projects are finalized for ballot



Residents vote



Votes are tallied and presented to Commissioner Sanghvi and City Council



Winning submissions are implemented in the next year



The next cycle begins

PARTICIPATORY BUDGETING PROCESS

Participatory Budgeting (PB) is a democratic process that allows city residents to identify projects that are important to them and have a say in public spending.

Funding varies, but is up to 0.25% of the City budget. For 2023, the City Council has approved a maximum of \$75,000.

For more details about the PB process, <http://Saratoga-springs.org/2682/participatory-budgeting>

CYCLE ONE UPDATE (2022-2023)

PROJECT	STATUS
Bikeatoga Community Free Bike Repair	ACTIVE/ONGOING
Curling Pilot Program at Weibel Ice Rink	ACTIVE/ONGOING
Outdoor Ice Skating at Congress Park	COMING LATER THIS YEAR (WEATHER DEPENDENT)
Jefferson & Vanderbilt Terraces Community Garden	IN PLANNING/IN PROGRESS
Saratoga Dog Park Water Fountain	COMPLETED
Saratoga Arts & Home Made Theater Broadway Live Musical Theater in the Park	COMPLETED
Native Flower Planting	COMPLETED
C.R.E.A.T.E. Community Studios Youth Art Programs	COMPLETED
Sustainable Saratoga Urban Forestry Project	COMPLETED

CYCLE TWO REVIEW

15 Project Submissions

Cross Country Ski Rental
 City Seal Design
 Injured and Orphaned Wildlife Assistance
 West Side Recreation Dog Park
 Maple Avenue Traffic Calming
 Commercial Mixer for Temple Sinai Bakery Food Assistance Prgm.
 Saratoga Farmer's Market Funding
 Sidewalk for Hayes Drive
 Bocce Ball Courts for Veteran's Memorial Park
 Pickleball Courts for Veteran's Memorial Park
 Potable Water Bottle Fountains
 Opera Saratoga Accessible Arts Programming
 Lake Ave Elementary Centennial Celebration
 Solar Powered Charging Bench for SSPL

- ✓ Project Subcommittee Evaluations
- ✓ Review with City Departments
 - ✓ Legal
 - ✓ DPW
 - ✓ Accounts
 - ✓ Recreation
- ✓ Referrals to Capital Budget
- ✓ Project Withdrawals

5 Projects Approved for Voting

Saratoga Farmer's Market Funding
 Bocce Ball Courts for Veteran's Memorial Park
 Opera Saratoga Accessible Arts Programming
 Lake Ave Elementary Centennial Celebration
 Solar Powered Charging Bench for SSPL

SARATOGA SPRINGS FARMER'S MARKET PROGRAM SUPPORT



Support nutrition education with an 8-week Saturday program called the 'Fresh Tent'; offering local fresh food sampling, nutritional information, educational and interactive food-related activities for families and more.

Total Cost: \$12,000

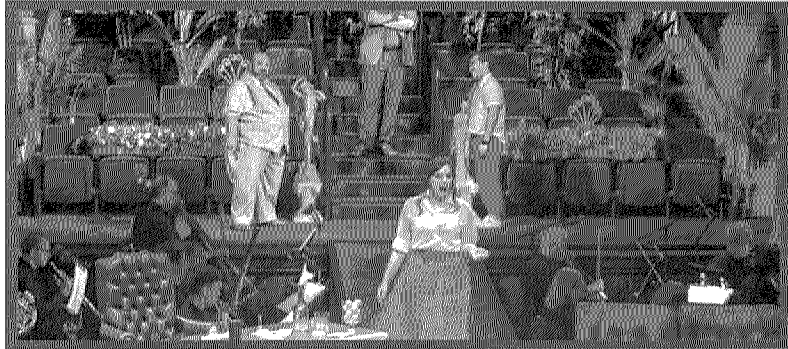
BOCCE BALL COURT



Construction of one (1) bocce ball court
in Veteran's Memorial Park.

Total Cost: \$13,000

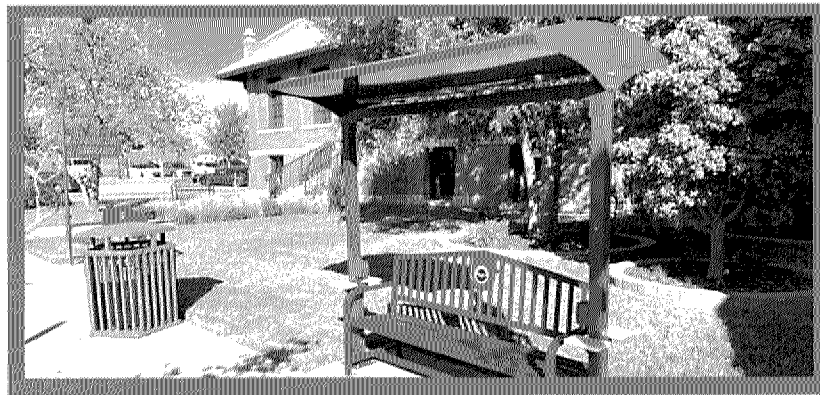
OPERA SARATOGA FAMILY PROGRAMMING



Produce five (5) outreach opera performances in Saratoga Springs and the State Park for children and family's education and enjoyment.

Total Cost: \$15,000

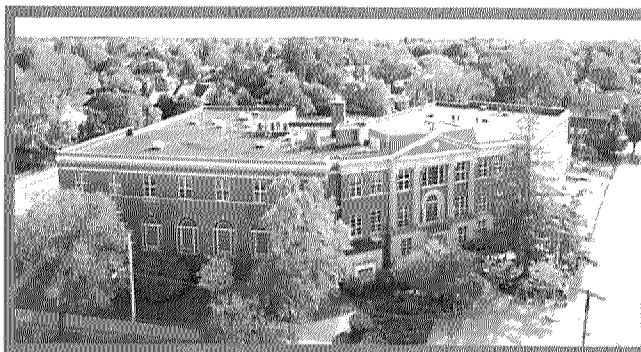
SOLAR CHARGING BENCH FOR S.S. PUBLIC LIBRARY



Provide a convenient and clean energy charging source for electronic devices to Saratoga Springs residents and visitors.
Located outside of SSPL.

Total Cost: \$12,500

LAKE AVE SCHOOL CENTENNIAL CELEBRATION



Celebrate Lake Ave Schools' upcoming centennial and produce an exhibition for display; intended to promote intergenerational conversation as Lake Ave once served as the senior and junior high school.

Total Cost: \$10,000

HOW TO VOTE

Starting **TODAY, Tuesday December 5**, go to <https://pbstanford.org/2023-saratoga-ny>.

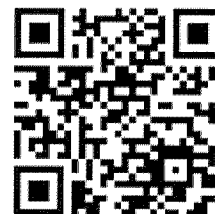
To receive a code to access the ballot, submit your phone number to receive a text code, or request a code via email (info available on voting webpage).

Please note: voting is limited to Saratoga Springs residents 18 years of age and older.

Each voter will select their **top five projects** in order of preference. The system will tally all inputs and identify the most popular projects.

Voting will run through **Tuesday, December 12.**

SCAN ME



WHAT HAPPENS AFTER THE VOTE?

THE COMMISSIONER OF FINANCE RECOMMENDS THE PROJECTS TO THE CITY COUNCIL FOR FUNDING. FUNDING OF ALL PROJECTS REQUIRES A VOTE BY THE CITY COUNCIL

THE FINANCE DEPARTMENT WILL WORK WITH OTHER CITY DEPARTMENTS (DPW, LEGAL) TO PROCEED WITH APPROVED PROJECTS

SOME PROJECTS WILL BE COMPLETED BY DPW OR RECREATION, FOR EXAMPLE. OTHER PROJECTS WILL BE COMPLETED BY THE SUBMITTING ORGANIZATION THROUGH A GRANT FROM THE CITY.

THE PB COMMITTEE WILL THEN TRACK PROGRESS AND REPORT BACK TO THE PUBLIC, ALL THE WHILE PROCEEDING WITH THE NEW CROP OF PROPOSALS FOR NEXT YEAR.

PLEASE THINK OF GOOD PROJECTS FOR NEXT YEAR AND LET US KNOW!

PARTICIPATORY BUDGETING COMMITTEE

2023 Committee Members

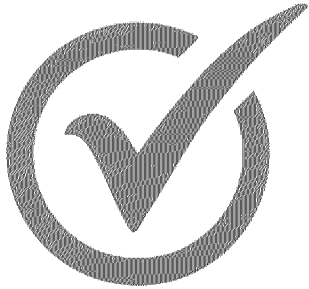
Norah Brennan, *Chair*
Jeff Altamari, *Vice-Chair*
Grady Aronstamm
Colleen Burke
Devin Dal Pos

Dede Hill
Tim Holmes
Danielle Lepper
Eric Morser
Douglas Gerhardt

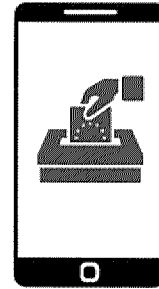
Working in partnership with/Thanks to:

Heather Crocker, Deputy Commissioner of Finance
Samantha Clemmey, Executive Assistant to Commissioner of Finance
John Hirliman, Recreation Dept
Tony Izzo, City Attorney
Andrew Krupski, DPS
Mike Veitch, DPW Business Manager
Joe O'Neill, Deputy Commissioner of DPW

QUESTIONS?



To Vote: go to
<https://pbstanford.org/2023-saratoga-ny>



Submit an access code, available with
your cell phone or by contacting the city
to obtain a code.

Contact:
Samantha.Clemmey@saratoga-springs.org



THANK YOU!

To all those at the City who helped us through
this process and to Commissioner Sanghvi for
spearheading this effort, supporting our work
and making Participatory Budgeting for
Saratoga Springs possible!



ES 224 Political Ecology Fall 2024 Food Retail Access in Saratoga Springs

Questions: natalanh@skidmore.edu

Saratoga Springs History

From: Saratoga Springs Urban Renewal Agency. 1965



- Urban Planning
 - Phase 1
 - 1961: Urban Renewal Project (Congress and Circular Street)
 - 1966: First property in project demolished
 - 1967-68: Forty-eight properties were destroyed. Construction of Convention center, Gaslit Square, and Parking lots began.
 - Phase 2
 - 1969: Federal government approval of Spring Valley

Food Access Downtown Saratoga Springs

- Food Accessibility
 - Travel (by car) -to get groceries in urban and rural communities
 - Minority and low-income communities have to travel further for grocery stores and supercenters
- *Farmers Markets (Downtown, South Broadway)- summer*
- *Pitney Meadows Farm farm stand*
- *Stewarts*
- *Grocery store:* Sells canned and frozen foods; fresh fruits and vegetables; and prepared meats, fish, and poultry.
- *Supercenters:* large discount department stores that also sell a complete line of grocery items (BJ's & Walmart)

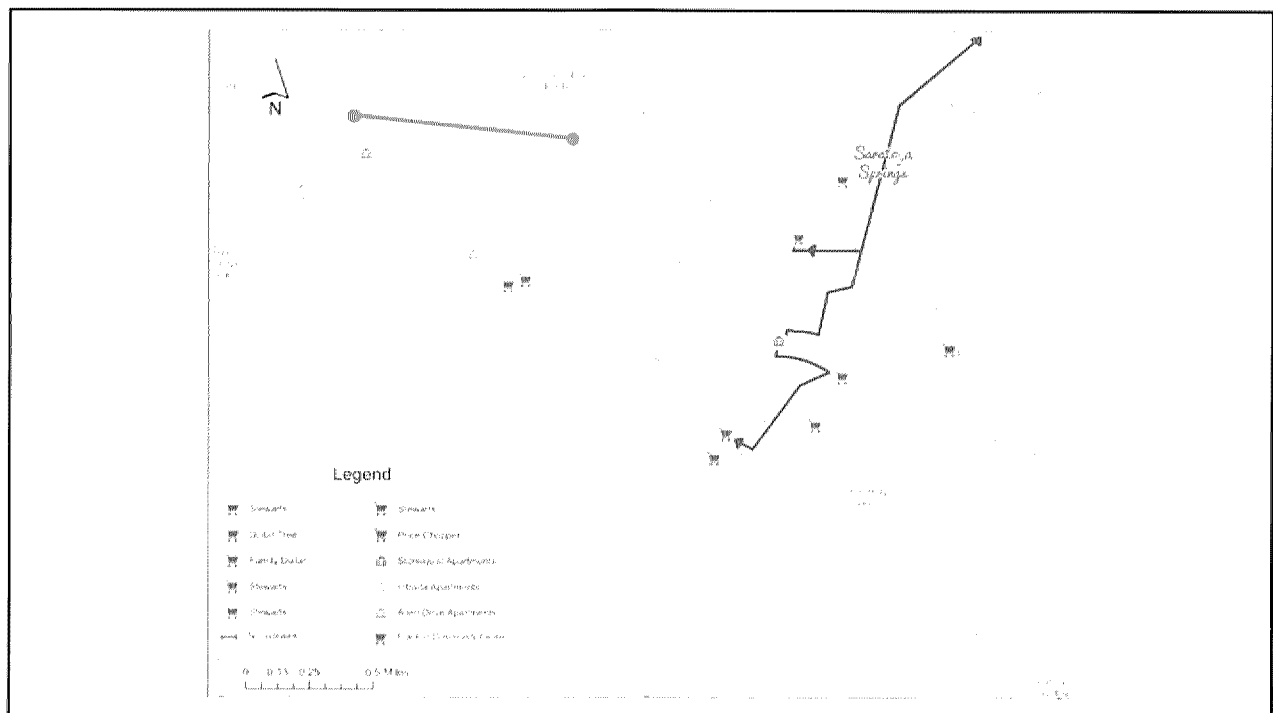
Saratoga Springs: Image and Reality

- Tensions/ split identities: Expectations of tourists and residents differ
- Tourism provides revenues for the City and downtown business
- High housing values/ high rent for business and residents
- Lack of adequate affordable and workforce housing
- Lack of affordable store to sell fresh fruits and vegetables less than 5 miles of downtown
- Some community plots to grow food, none available close to public housing units



*Pitney Meadows
Community Farm
Greenhouse,
October 2023*

	Intrada	Allen Drive	Stonequist
PDT Market	Distance: 1.1 miles Walking: 24 mins Driving: 4 mins Public Transport: 14 mins	Distance: 1.6 miles Walking: 35 mins Driving: 5 mins Public Transport: 22 mins	Distance: 0.7 miles Walking: 12 mins Driving: 3 mins Public Transport: none
Aldi	Distance: 4.5 miles Walking: 1 hr 55 minutes Driving: 13 minutes Public Transport: 43 minutes	Distance: 4.5 miles Walking: 2 hours Driving: 12 minutes Public Transport: 47 minutes	Distance: 7.9 miles Walking: 1 hr 45 min Driving: 12 minutes Public Transport: 25 minutes
Price Chopper	Distance: 1.4 miles Walking: 30 minutes Driving: 5 minutes Public Transport: 30 minutes	Distance: 2.2 miles Walking: 46 minutes Driving: 7 minutes Public Transport: 38 minutes	Distance: 0.4 miles Walking: 10 minutes walking Driving: 2 minutes Public Transport: none



Perspectives of Residents Saratoga Springs Community

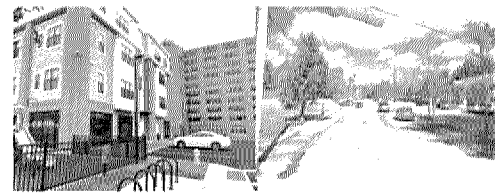
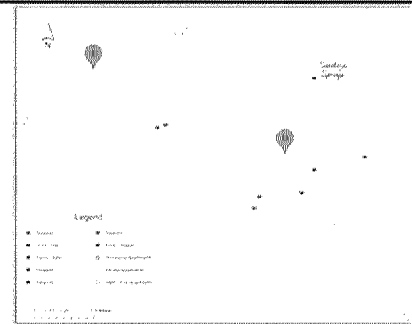
Two types of surveys

- 1) Public/ low income housing (n=14)
- 2) Farmers market and medium to high income residents (n=10) (visitors out of town*)

Both surveys: Majority white, majority female

{Food access- High income gap (those who can afford and who cannot afford)}

Recruitment: Posters, individual surveys on the street



Findings from Surveys in Low income/ Public Housing

- Respondents: look for lowest price at best quality
- 73% live alone (single person household)
- 60% income < \$25,000
- Main place to get fresh fruits and vegetables in the last 12 months: Grocery store
- 72% respondents shop once a week
- At a shop < 5 miles away from their house

Findings from Surveys in Low income/ Public Housing

- Majority of respondents (55%) drive to get their groceries
- Also get a ride from a friend they know (36%) or take Uber/lyft (18%)
- Only 27% walk to the store
- Monthly rent of majority of residents was under \$1,250/month
- 33% of respondents are on SNAP benefits and 33% use food pantries
- 9% of respondents said "cannot afford fresh fruits and vegetables"
- The impacts of COVID-19 and recent food inflation – inconclusive
36% stayed the same, 36% reduced slightly, 27% increased tremendously (Small sample size; *More studies needed*)

Findings-2nd survey (Who can afford food)

- 33% have income \$75K+, only 22% have income \$25K-\$35K
- 80% Saratoga Springs, Ballston Spa, Milton residents
- Others: Tourists/ from out of town
- 50% own their house
- 33% live in households of 4-5 people
- Markers for food choice
 - Lowest price
 - What their family will eat
 - Organic/healthy

Findings- 2nd survey

- All use a grocery store, but 40% also use farmers markets or a specialty store (Four Seasons)
- All drive their own car to grocery store
- 44% of respondents reported growing their own food
- Grocery store < 5 miles
- 50% their weekly food spending has increased slightly (last 12 months)
- 44% spend less than 10% of income on food/ weekly

Overall findings

- Public transportation was underutilized
 - Either driving themselves or getting a ride from someone they know
- Respondents shopped for food at grocery stores most often
- Spent over 6% but less than 10% of their income on groceries
- Majority shopped at a grocery store < 5 miles distance
- *One resident raised concerns about affordability about housing, and affordability of food at existing grocery stores*
- *Veteran housing*

Main Findings- Decision maker perspectives

- At Council level, food security is not a priority or an agenda item
- Significant difference between what tourists want and what residents want
- Highest # of food stamps population in Saratoga county
- Some processes for services is extremely complicated and difficult *
- No permanent homeless shelter, currently have 36 bed shelter

Stakeholder Perspectives

- David Leggieri- Discover Saratoga (tourism)
- James Montagnino- Public Safety
- Jason Golub- Public Works
- Matthew Veitch- Saratoga Supervisor
- Dillon Moran- Accounts

Main Findings- Decision maker perspectives

- easier to get things done within one department to avoid council oversight
- Significant change over time in access and distribution of grocery stores
- Saratoga Springs has limited “levers to pull” to influence county distribution of resources (ex: CDTA bus route, funding for food pantries)

Homeless Population



Issues:

- Code Blue location, increased from 30-64 people
- Street outreach
- Transportation and motel outreach
- CDTA/ Flex rides (rt.50/9 needed)
- Pantries want to be able to deliver
- People in encampments can't access resources

(pushed outside city limits)

Homeless Population

- RISE and Bonnacio partnership
- 7 year contract for homeless shelter building, \$7,000/month (housing + support)
- Constraints: 1) Not enough funding from city council
- 2) Community Pushback
- YMCA & Franklin Square Market food donation
- New Code Blue Building

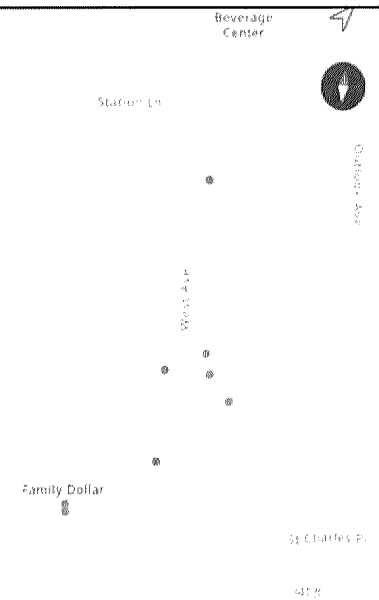
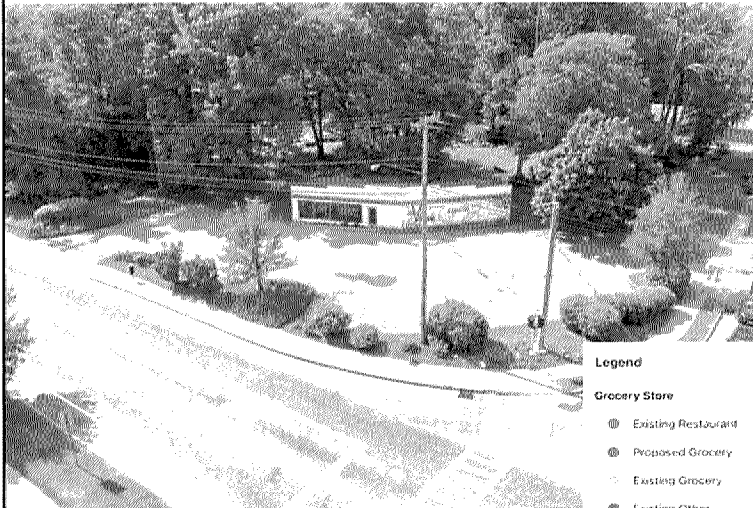
Recommendations

- **Data:**
- Expand data collection to capture the perspectives of residents, particularly in low-income housing units (~ City of Saratoga Springs Citizen Participation Plan)
- Reach out to business constituents (PDT and Stewarts for future planning and concerns)
- **Accessibility:**
- Sidewalk expansion – Check accessibility and use (~ Charlie Bettigole's class in Spring'24)
- Work with CDTA for public transportation
- Provide vouchers for uber/lyft or regular shuttle services from public housing units to grocery stores (Market 32 as partner/financier?)

Recommendations

- Expand affordable housing particularly for veterans and low-income residents (current: waitlists) → location of new affordable housing plans and connection with public transportation considered in public meetings
- More conversations with Stewarts to partner in their distribution chains for fresh fruit and vegetable access
- More active role and partnership with Pitney Meadows Community Farm as drop off location, Veggie Mobile distribution partner
- Promote community gardens near public housing units* (*limited food production)

Locations: for food cooperative or other creative solutions



What are other cities/places doing?

- 1) Food cooperatives working with local organizations and procuring and distributing local food: Niskayuna Co-op
- 2) The city subsidizes CSAs for low-income residents: Ithaca
- 3) Double-up SNAP at farmers markets
- 4) Veggie Mobile, Troy, NY
- 5) Food policy council, Madison, WI
- 6) Pallet village to address the issues of homelessness and food insecurity: Washington DC

Niskayuna Co-op Market

City: Niskayuna

Population: 22,339

Problem with food retail access: limited grocery stores in the area. (only Market 32, 3 miles away from the Co-op) & Hannaford (2.5 miles). ~16,000 people in Schenectady county facing food insecurity



Trucks on Van Dam Street

From : Maddy Zanetti <mzanetti@impressionssaratoga.com>

Tue, Dec 05, 2023 08:54 AM

Subject : Trucks on Van Dam Street**To :** public comment <public.comment@saratoga-springs.org>External images are not displayed. [Display images below](#)

CAUTION: This email originated outside of the City network. Please contact IT Support if you need assistance determining if it's a threat before opening attachments or clicking any links.

Hello,

I am not sure I will get to tonight's 6:00 meeting so I wanted to send a public comment in.

I am a resident of Waterbury Street, one block over from Van Dam, and owned a house on Van Dorn Street for many years. I also walk or bike daily and have to cross Van Dam Street. The traffic is constant as people try to speed from one light to the next, usually over the 30 mph speed limit. Because there is nothing to stop drivers from the Clinton Street intersection to the Church Street intersection pedestrians are unable to cross safely at any of the other corners. I have waited through 3 rounds of lights at Lawrence Street waiting to be able to cross.

The trucks are loud and messy, but it also makes it hard to turn into our neighborhood if you do not drive to a traffic light. Bikes cannot be safely ridden on Van Dam Street because there is no shoulder. I have almost been hit by trucks when I am on that road trying to get downtown. I do not want trucks redirected to Broadway... that is another can of worms!

I don't want to take up too much time but I wanted to show my support for my neighbors who are there tonight. As Saratoga continues to grow we need to be pedestrian and bike friendly. Walking and biking is better for our environment, our city, and ourselves. We should be encouraging, not making it less safe.

Thank you,
Maddy Zanetti

12/5/23 Public Comment

From : Sara Nucera <sara331@gmail.com>

Tue, Dec 05, 2023 05:31 PM

Subject : 12/5/23 Public Comment

To : public comment <public.comment@saratoga-springs.org>

CAUTION: This email originated outside of the City network. Please contact IT Support if you need assistance determining if it's a threat before opening attachments or clicking any links.

My name is Sara Nucera and I am a resident of Saratoga Springs. My comment this evening centers around ensuring the decisions made by this Council are aligned with local laws, transparent to our community and guarantee the safety and wellbeing of our residents both housed and unhoused are of the utmost importance.

Item 9 on the Mayor's agenda the "Discussion and Vote: Authorization for Mayor to Sign Addendum One to Contract for Homeless Shelter Services". Item 9 on the Finance agenda "Discussion and Vote: Budget Transfers- Homeless Shelter, Payroll & Benefits"

My question is, does the budget transfer of \$87,160 to RISE to "fund homeless shelter" coincide with the addendum to extend the contract of homeless shelter services from RISE until 12/31/23?

If yes, the addendum to extend the shelter services clearly states "at no cost to the city".

Please explain how this budget transfer relates to the "at no cost to the city".

If no, what is \$87,160 going to RISE for? Has RISE requested this amount and if so where are the documents for this request.

In addition to my question, I am also requesting that while considering extending the contract for homeless shelter services until 12/31, that the Council addresses the insurance requirements and the NYS licensing for this shelter. It is my understanding that per the local UDO this shelter is required to be licensed by the state and it is not. It is also my understanding that the insurance documents that were submitted when the contract was signed back in June have since expired.

Thank you for your commitment and service to our community.

Sent from [Mail](#) for Windows

Dina Henke Public Comment City Council Meeting 12/5/2023

From : Dina Henke <dinahenke555@gmail.com>

Tue, Dec 05, 2023 06:18 PM

Subject : Dina Henke Public Comment City Council Meeting
12/5/2023

To : public comment <public.comment@saratoga-springs.org>

CAUTION: This email originated outside of the City network. Please contact IT Support if you need assistance determining if it's a threat before opening attachments or clicking any links.

City Council Public Comment

12/5/2023

I have followed the movement of the office of Risk and Safety and understand the tremendous responsibility involved in ensuring the duties of a Risk and Safety Director are fulfilled. Protocols set forth that specific documents are required in order to do business with or in the City of Saratoga Springs. There is a current proposal on the agenda tonight to enter into a contract with Beacon Risk LLC. Based on the documents included in the agenda, Beacon does not have all the required insurances or the required amount of coverage. It is possible that the Certificates of Insurance have several irregularities which might lead one to believe they were not completed by an insurance professional. Beacon may be a great company, however the City of Saratoga Springs has continued to overlook the fact that the required documents are not there.

Why is this contract for services under the Department of Accounts and not the Department of Public Safety as it is funded by the Police Reform Task Force money?

Setting a precedent that it is okay to sign contracts without meeting the requirements is not one, I would imagine, the City's Insurance companies would condone.

Allowing this type of oversight to happen tonight and in the future, impacts the safety of the city residents, visitors and to those with whom the city contracts.

While this Beacon contract may be very important, it is more important not to just push it through when it isn't correct.

That leads me to tonight's resolution repealing the resolution from 9/6/2022

9/6/2022 specifies the commitment to and requirement of the Director of Risk and Safety to provide all the necessary documents. The only change was a form created on 9/6/22 that also must be completed.

Tonight's resolution just says documents. It is nonspecific and plural. It does not clarify that all the Risk and Safety documents must still be provided as a function of Risk and Safety. Is it just the form that is no longer going to be required or is Risk and Safety no longer required to handle the Risk and Safety documents. I think it might be best to take the time needed to make sure the wording matches the purpose and is in the best interests of the city.

Please think about my comments as you discuss and cast your vote. The city's safety is in your hands.

Respectfully,
Dina Henke

CITY OF SARATOGA SPRINGS WARRANT REPORT

DATE: 01/04/2024 WARRANT: 23MWDEC5 AMOUNT: \$ 2,500.00

COMMISSIONER OF ACCOUNTS

I HEREBY CERTIFY THAT AT A MEETING OF THE CITY OF SARATOGA SPRINGS
CITY COUNCIL ON THAT THE VOUCHERS BELOW ARE APPROVED AND
AUTHORIZED.

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH

WARRANT: 23MWDEC5 01/04/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
9523	CHRISTOPHER J. OSTARCZ	00000		INV	01/04/2024	EF20232833	207452	209195	
1	A3011424 54720	ATTY CON S		PROF SER		2,500.00			
		Invoice Net				2,500.00			
				CHECK TOTAL		2,500.00			-----
1	INVOICES			WARRANT TOTAL		2,500.00	2,500.00		
				CASH ACCOUNT BALANCE			5,158.46		

WARRANT SUMMARY

WARRANT: 23MWDEC5 01/04/2024

FUND ORG		ACCOUNT		AMOUNT	AVLB BUDGET
A	A3011424 CITY ATTORNEY CONT A	-30-1-1420-4-54720 -	SERVICE CONTRACTS - PR	2,500.00	34,925.32
			FUND TOTAL	2,500.00	
CASH ACCOUNT A 1200		BALANCE	5,158.46		
WARRANT SUMMARY TOTAL				2,500.00	
GRAND TOTAL				2,500.00	

WARRANT LIST BY VOUCHER

WARRANT: 23MWDEC5 01/04/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209195	9523	CHRISTOPHER J. OSTARCZYK, ESQ.	207452		INV	01/04/2024	2,500.00	ARTICLE 78-BRANDI
INVOICE: EF20232833								
WARRANT TOTAL							2,500.00	

** END OF REPORT - Generated by Yvette Johnson **

CITY OF SARATOGA SPRINGS WARRANT REPORT

DATE: 01/10/2024 WARRANT: 23MWDEC6 AMOUNT: \$ 103,563.22

COMMISSIONER OF ACCOUNTS

I HEREBY CERTIFY THAT AT A MEETING OF THE CITY OF SARATOGA SPRINGS
CITY COUNCIL ON THAT THE VOUCHERS BELOW ARE APPROVED AND
AUTHORIZED.

DETAIL INVOICE LIST

CASH ACCOUNT: A

1200

CASH

WARRANT: 23MWDEC6 01/10/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
319	NATIONAL GRID		00001	INV	01/10/2024	207464	207464	209208	
1	A3567174 54650	3000	INDOOR REC	UTILITIES		1,030.85			
2	A3567144 54650	3000	REC EXP CS	UTILITIES		1,017.98			
3	A3031654 54650		GARAGE CS	UTILITIES		1,403.09			
4	A3537114 54650		PK CAS CS	UTILITIES		5,281.26			
5	A3335184 54750		ST LIG CS	STREET LIG		6,130.62			
6	F3638334 54650		WAT TRT CS	UTILITIES		25,249.64			
7	A3567174 54650	3000	INDOOR REC	UTILITIES		588.40			
8	A3567194 54650	3000	ICE RIN CS	UTILITIES		30,268.08			
10	G3638124 54650		SEWER PUCS	UTILITIES		181.15			
11	A3031594 54650		SENIOR CEN	UTILITIES		694.93			
12	A3031634 54650		VS CS	VC UTILITI		316.47			
			Invoice Net			72,162.47			
			CHECK TOTAL			72,162.47			-----
319	NATIONAL GRID		00001	INV	01/10/2024	207465	207465	209209	
1	A3143414 54650		FIRE CS	UTILITIES		1,094.98			
2	H3146952 52000	1217	CAP PROJ	CAP PROJ O		1,284.10			
3	A3143314 54751		TRAF CO CS	UTIL TRAF		.09			
4	A3143314 54751		TRAF CO CS	UTIL TRAF		262.22			
5	A3143314 54650		TRAF CO CS	UTILITIES		183.46			
6	A3143314 54751		TRAF CO CS	UTIL TRAF		126.68			
7	A3143314 54751		TRAF CO CS	UTIL TRAF		190.23			
8	A3143124 54650		POLICE CS	UTILITIES		.62			
			Invoice Net			3,142.38			
			CHECK TOTAL			3,142.38			-----
319	NATIONAL GRID COMPANY		00002	INV	01/10/2024	207466	207466	209210	
1	E3577164 54650		CCA CS	UTILITIES		3,019.64			
			Invoice Net			3,019.64			
			CHECK TOTAL			3,019.64			-----
319	NATIONAL GRID COMPANY		00002	INV	01/10/2024	207467	207467	209211	
1	E3475654 54650		OFF ST PAR	UTILITIES		2,480.12			
2	E3577164 54650		CCA CS	UTILITIES		462.74			
			Invoice Net			2,942.86			
			CHECK TOTAL			2,942.86			-----
319	NATIONAL GRID COMPANY		00002	INV	01/10/2024	207469	207469	209213	
1	E3577164 54650		CCA CS	UTILITIES		13,316.71			
			Invoice Net			13,316.71			
			CHECK TOTAL			13,316.71			-----
319	NATIONAL GRID COMPANY		00002	INV	01/10/2024	207470	207470	209214	
1	E3577164 54650		CCA CS	UTILITIES		19.99			
			Invoice Net			19.99			
			CHECK TOTAL			19.99			-----

DETAIL INVOICE LIST

CASH ACCOUNT: A

1200

CASH

WARRANT: 23MWDEC6 01/10/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
1927	VERIZON								
	1 A3517514 54670	00001		INV	01/10/2024	207471	207471	209215	
		HISTORI CS		PHONES		2.61			
		Invoice Net				2.61			
1927	VERIZON								
	1 A3638184 54670	00001		INV	01/10/2024	207472	207472	209217	
		TRANSFE CS		PHONES		14.89			
		Invoice Net				14.89			
1927	VERIZON								
	1 A3537114 54670	00001		INV	01/10/2024	207473	207473	209218	
		PK CAS CS		PHONES		33.01			
		Invoice Net				33.01			
1927	VERIZON								
	1 A3031654 54180	00001		INV	01/10/2024	207474	207474	209219	
		GARAGE CS		OTHER SUPP		33.01			
		Invoice Net				33.01			
1927	VERIZON								
	1 A3537214 54180	00001		INV	01/10/2024	207475	207475	209220	
		CAROUSEL		OTHER SUPP		36.52			
		Invoice Net				36.52			
1927	VERIZON								
	1 A3143414 54670	00001		INV	01/10/2024	207476	207476	209221	
		FIRE CS		PHONES		36.64			
		Invoice Net				36.64			
1927	VERIZON								
	1 A3537214 54180	00001		INV	01/10/2024	207477	207477	209222	
		CAROUSEL		OTHER SUPP		29.36			
	2 A3537214 54670	CAROUSEL		PHONES		7.45			
		Invoice Net				36.81			
1927	VERIZON								
	1 A3537214 54180	00001		INV	01/10/2024	207479	207479	209224	
		CAROUSEL		OTHER SUPP		18.73			
	2 A3567144 54180	REC EXP CS		OTHER SUPP		19.42			
		Invoice Net				38.15			
1927	VERIZON								
	1 A3143124 54670	00001		INV	01/10/2024	207480	207480	209225	
		POLICE CS		PHONES		46.39			
		Invoice Net				46.39			
1927	VERIZON								
	1 A3143124 54670	00001		INV	01/10/2024	207481	207481	209226	
		POLICE CS		PHONES		46.39			
		Invoice Net				46.39			
1927	VERIZON								
	1 A3335014 54180	00001		INV	01/10/2024	207482	207482	209227	
		STREETS CS		OTHER SUPP		73.10			
		Invoice Net				73.10			
1927	VERIZON								
	1 F3638334 54180	00001		INV	01/10/2024	207483	207483	209228	
		WAT TRT CS		OTHER SUPP		74.05			
		Invoice Net				74.05			
1927	VERIZON								
	1 A3567174 54670	00001		INV	01/10/2024	207484	207484	209229	
		INDOOR REC		PHONES		74.26			
		Invoice Net				74.26			
1927	VERIZON								
	1 F3638334 54180	00001		INV	01/10/2024	207485	207485	209230	
		WAT TRT CS		OTHER SUPP		77.72			
		Invoice Net				77.72			
1927	VERIZON								
	1 A3143124 54670	00001		INV	01/10/2024	207486	207486	209231	
		POLICE CS		PHONES		78.65			
		Invoice Net				78.65			

DETAIL INVOICE LIST

CASH ACCOUNT: A

1200

CASH

WARRANT: 23MWDEC6 01/10/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
1927	VERIZON	00001		INV	01/10/2024	207487	207487	209232	
	1 A3031654 54180	GARAGE CS		OTHER SUPP		93.01			
		Invoice Net				93.01			
1927	VERIZON	00001		INV	01/10/2024	207488	207488	209233	
	1 A3143414 54670	FIRE CS		PHONES		100.00			
		Invoice Net				100.00			
1927	VERIZON	00001		INV	01/10/2024	207489	207489	209234	
	1 A3143414 54670	FIRE CS		PHONES		109.57			
		Invoice Net				109.57			
1927	VERIZON	00001		INV	01/10/2024	207490	207490	209235	
	1 A3143414 54670	FIRE CS		PHONES		110.16			
		Invoice Net				110.16			
1927	VERIZON	00001		INV	01/10/2024	207491	207491	209236	
	1 A3537214 54180	CAROUSEL		OTHER SUPP		112.19			
		Invoice Net				112.19			
1927	VERIZON	00001		INV	01/10/2024	207492	207492	209237	
	1 A3143414 54670	FIRE CS		PHONES		137.77			
		Invoice Net				137.77			
1927	VERIZON	00001		INV	01/10/2024	207493	207493	209238	
	1 A3143414 54670	FIRE CS		PHONES		185.74			
		Invoice Net				185.74			
1927	VERIZON	00001		INV	01/10/2024	207494	207494	209239	
	1 F3638334 54670	WAT TRT CS		PHONES		215.58			
		Invoice Net				215.58			
1927	VERIZON	00001		INV	01/10/2024	207495	207495	209240	
	1 A3143414 54670	FIRE CS		PHONES		267.39			
		Invoice Net				267.39			
1927	VERIZON	00001		INV	01/10/2024	207496	207496	209241	
	1 A3143124 54670	POLICE CS		PHONES		360.55			
		Invoice Net				360.55			
1927	VERIZON	00001		INV	01/10/2024	207497	207497	209242	
	1 A3143414 54670	FIRE CS		PHONES		372.79			
		Invoice Net				372.79			
		CHECK TOTAL				2,766.95			-----
1927	VERIZON	00001		INV	01/10/2024	207498	207498	209243	
	1 A3021694 54670	DPN CS		PHONES		516.04			
		Invoice Net				516.04			
		CHECK TOTAL				516.04			-----
1831	VERIZON WIRELESS	00001		INV	01/10/2024	9952554315	207499	209244	
	1 A3143124 54670	POLICE CS		PHONES		1,059.42			
		Invoice Net				1,059.42			
1831	VERIZON WIRELESS	00001		INV	01/10/2024	9950049371	207500	209245	
	1 G3638154 54180	METERS CS		OTHER SUPP		16.95			
	2 F3638334 54180	WAT TRT CS		OTHER SUPP		64.71			
	3 A3031654 54180	GARAGE CS		OTHER SUPP		62.48			

DETAIL INVOICE LIST

CASH ACCOUNT: A

1200

CASH

WARRANT: 23MWDEC6 01/10/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	4 A3567174 54670	3000	INDOOR REC	PHONES		31.24			
	5 A3335014 54180		STREETS CS	OTHER SUPP		476.27			
	6 A3537114 54670		PK CAS CS	PHONES		31.24			
	7 F3638334 54670		WAT TRT CS	PHONES		37.99			
	8 A3031494 54670		DPW CS	PHONES		31.24			
	9 A3031444 54180		ENGINEER C	OTHER SUPP		281.16			
	10 G3638124 54670		SEWER PUCS	PHONES		77.28			
			Invoice Net			1,110.56			
1831	VERIZON WIRELESS	00001		INV	01/10/2024	9952500084	207501	209246	
	1 A3143414 54670		FIRE CS	PHONES		1,137.88			
			Invoice Net			1,137.88			
1831	VERIZON WIRELESS	00001		INV	01/10/2024	9952550798	207502	209247	
	1 A3011474 54671		CIVSERV CS	PHONE FAX		62.48			
			Invoice Net			62.48			
1831	VERIZON WIRELESS	00001		INV	01/10/2024	9952487354	207503	209248	
	1 A3021694 54670		DPN CS	PHONES		187.44			
			Invoice Net			187.44			
1831	VERIZON WIRELESS	00001		INV	01/10/2024	9952487353	207506	209251	
	1 A3051414 54671		ACCT CS	PHONE FAX		270.17			
			Invoice Net			270.17			
1831	VERIZON WIRELESS	00001		INV	01/10/2024	9951843545	207508	209253	
	1 A3143124 54670		POLICE CS	PHONES		955.39			
			Invoice Net			955.39			
			CHECK TOTAL			4,783.34			-----
1831	VERIZON WIRELESS	00001		INV	01/10/2024	9952498602	207504	209249	
	1 E3577164 54670		CCA CS	PHONES		249.92			
			Invoice Net			249.92			
			CHECK TOTAL			249.92			-----
7609	WINDSTREAM	00000		INV	01/10/2024	76120717	207509	209254	
	1 A3143124 54670		POLICE CS	PHONES		459.22			
	2 A3143414 54670		FIRE CS	PHONES		183.70			
			Invoice Net			642.92			
			CHECK TOTAL			642.92			-----
42 INVOICES						103,563.22	103,563.22		
WARRANT TOTAL							5,482.13		
CASH ACCOUNT BALANCE									

WARRANT SUMMARY

WARRANT: 23MWDEC6 01/10/2024

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET	
A	A3011474	CIVIL SERVICE CONT A	-30-1-1431-4-54671 -	PHONES & FAX	62.48	465.21
A	A3021694	DATA PRCESSING NET A	-30-2-1681-4-54670 -	PHONES	703.48	1,261.95
A	A3031444	CITY ENGINEER'S OF A	-30-3-1440-4-54180 -	OTHER SUPPLIES	281.16	6,752.14
A	A3031494	COMM PUBLIC WORKS A	-30-3-1490-4-54670 -	PHONES	31.24	110.42
A	A3031594	SENIOR CENTER A	-30-3-1590-4-54650 -	UTILITIES	694.93	166.89
A	A3031634	VISITOR CENTER CS A	-30-3-1621-4-54650 -	VC UTILITIES	316.47	1,137.90
A	A3031654	CITY GARAGE CS A	-30-3-1623-4-54180 -	OTHER SUPPLIES	188.50	9,737.13
A	A3031654	CITY GARAGE CS A	-30-3-1623-4-54650 -	UTILITIES	1,403.09	2,798.04
A	A3051414	COMM OF ACCOUNTS C A	-30-5-1410-4-54671 -	PHONES & FAX	270.17	1,764.57
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54650 -	UTILITIES	.62	1,706.15
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54670 -	PHONES	3,006.01	3,247.19
A	A3143314	TRAFFIC CONTROL CS A	-31-4-3310-4-54650 -	UTILITIES	183.46	717.57
A	A3143314	TRAFFIC CONTROL CS A	-31-4-3310-4-54751 -	UTILITIES TRAFFIC LIGH	579.22	14,803.29
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54650 -	UTILITIES	1,094.98	5,811.58
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54670 -	PHONES	2,641.64	1,531.25
A	A3335014	STREETS CS A	-33-3-5010-4-54180 -	OTHER SUPPLIES	549.37	22,192.12
A	A3335184	STREET LIGHTING CS A	-33-3-5182-4-54750 -	STREET LIGHTING	6,130.62	36,429.27
A	A3517514	CITY HISTORIAN CS A	-35-1-7510-4-54670 -	PHONES	2.61	40.59
A	A3537114	PARK & CASINO CS A	-35-3-7110-4-54650 -	UTILITIES	5,281.26	4,362.59
A	A3537114	PARK & CASINO CS A	-35-3-7110-4-54670 -	PHONES	64.25	6.52
A	A3537214	CAROUSEL A	-35-3-7200-4-54180 -	OTHER SUPPLIES	196.80	4,803.19
A	A3537214	CAROUSEL A	-35-3-7200-4-54670 -	PHONES	7.45	.00
A	A3567144	RECREATION EXPENSE A	-35-6-7140-4-54180 -3000	OTHER SUPPLIES	19.42	15.26
A	A3567144	RECREATION EXPENSE A	-35-6-7140-4-54650 -3000	UTILITIES	1,017.98	1,370.57
A	A3567174	INDOOR RECREATION A	-35-6-7171-4-54650 -3000	UTILITIES	1,619.25	2,166.53
A	A3567174	INDOOR RECREATION A	-35-6-7171-4-54670 -3000	PHONES	105.50	3.08
A	A3567194	ICE RINKS CS A	-35-6-7181-4-54650 -3000	UTILITIES	30,268.08	2,955.07
A	A3638184	TRANSFER STATION C A	-36-3-8180-4-54670 -	PHONES	14.89	15.68
FUND TOTAL					56,734.93	
CASH ACCOUNT A 1200		BALANCE	5,482.13	**WARNING - INSUFFICIENT CASH BALANCE		
E	E3475654	OFF STREET PARKING E	-34-7-5650-4-54650 -	UTILITIES	2,480.12	.00
E	E3577164	CITY CENTER AUTHOR E	-35-7-7160-4-54650 -	UTILITIES	16,819.08	2,868.41
E	E3577164	CITY CENTER AUTHOR E	-35-7-7160-4-54670 -	PHONES	249.92	251.55
FUND TOTAL					19,549.12	
CASH ACCOUNT A 1200		BALANCE	5,482.13	**WARNING - INSUFFICIENT CASH BALANCE		
F	F3638334	WATER TREATMNET PL F	-36-3-8330-4-54180 -	OTHER SUPPLIES	216.48	1,708.65
F	F3638334	WATER TREATMNET PL F	-36-3-8330-4-54650 -	UTILITIES	25,249.64	.00
F	F3638334	WATER TREATMNET PL F	-36-3-8330-4-54670 -	PHONES	253.57	14.05
FUND TOTAL					25,719.69	
CASH ACCOUNT A 1200		BALANCE	5,482.13	**WARNING - INSUFFICIENT CASH BALANCE		

WARRANT SUMMARY

WARRANT: 23MWDEC6 01/10/2024

FUND ORG		ACCOUNT		AMOUNT		AVLB	BUDGET
G	G3638124	SEWER PUMPING CS	G -36-3-8120-4-54650 -	UTILITIES	181.15		7.89
G	G3638124	SEWER PUMPING CS	G -36-3-8120-4-54670 -	PHONES	77.28		.00
G	G3638154	METERS CS	G -36-3-8150-4-54180 -	OTHER SUPPLIES	16.95		140.04
				FUND TOTAL	275.38		
CASH ACCOUNT A 1200		BALANCE	5,482.13				
H	H3146952	CAPITAL PROJECTS	H -31-4-6950-2-52000 -1217	CAPITAL PROJECT OUTLAY	1,284.10		17,502.94
				FUND TOTAL	1,284.10		
CASH ACCOUNT A 1200		BALANCE	5,482.13				
WARRANT SUMMARY TOTAL					103,563.22		
GRAND TOTAL					103,563.22		

WARRANT LIST BY VOUCHER

WARRANT: 23MWDEC6 01/10/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209208	319	NATIONAL GRID	207464		INV	01/10/2024	72,162.47	DPW
INVOICE: 207464								
209209	319	NATIONAL GRID	207465		INV	01/10/2024	3,142.38	DPS
INVOICE: 207465								
209210	319	NATIONAL GRID COMPANY	207466		INV	01/10/2024	3,019.64	0922852006
INVOICE: 207466								
209211	319	NATIONAL GRID COMPANY	207467		INV	01/10/2024	2,942.86	9962198017
INVOICE: 207467								
209213	319	NATIONAL GRID COMPANY	207469		INV	01/10/2024	13,316.71	1668817106
INVOICE: 207469								
209214	319	NATIONAL GRID COMPANY	207470		INV	01/10/2024	19.99	8042638002
INVOICE: 207470								
209215	1927	VERIZON	207471		INV	01/10/2024	2.61	556877784000183
INVOICE: 207471								
209217	1927	VERIZON	207472		INV	01/10/2024	14.89	651750568000162
INVOICE: 207472								
209218	1927	VERIZON	207473		INV	01/10/2024	33.01	151750552000116
INVOICE: 207473								
209219	1927	VERIZON	207474		INV	01/10/2024	33.01	651750496000102
INVOICE: 207474								
209220	1927	VERIZON	207475		INV	01/10/2024	36.52	651750469000170
INVOICE: 207475								
209221	1927	VERIZON	207476		INV	01/10/2024	36.64	651750654000142
INVOICE: 207476								
209222	1927	VERIZON	207477		INV	01/10/2024	36.81	251750487000180
INVOICE: 207477								
209224	1927	VERIZON	207479		INV	01/10/2024	38.15	151750516000160
INVOICE: 207479								
209225	1927	VERIZON	207480		INV	01/10/2024	46.39	651750580000117
INVOICE: 207480								
209226	1927	VERIZON	207481		INV	01/10/2024	46.39	651750534000189
INVOICE: 207481								
209227	1927	VERIZON	207482		INV	01/10/2024	73.10	251750483000176

WARRANT LIST BY VOUCHER

WARRANT: 23MWDEC6 01/10/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
INVOICE: 207482								
209228	1927	VERIZON	207483		INV	01/10/2024	74.05	251750548000179
INVOICE: 207483								
209229	1927	VERIZON	207484		INV	01/10/2024	74.26	651750566000107
INVOICE: 207484								
209230	1927	VERIZON	207485		INV	01/10/2024	77.72	251750581000185
INVOICE: 207485								
209231	1927	VERIZON	207486		INV	01/10/2024	78.65	251750498000153
INVOICE: 207486								
209232	1927	VERIZON	207487		INV	01/10/2024	93.01	651747381000106
INVOICE: 207487								
209233	1927	VERIZON	207488		INV	01/10/2024	100.00	651747380000123
INVOICE: 207488								
209234	1927	VERIZON	207489		INV	01/10/2024	109.57	251750651000198
INVOICE: 207489								
209235	1927	VERIZON	207490		INV	01/10/2024	110.16	651750666000189
INVOICE: 207490								
209236	1927	VERIZON	207491		INV	01/10/2024	112.19	651750515000174
INVOICE: 207491								
209237	1927	VERIZON	207492		INV	01/10/2024	137.77	251747381000191
INVOICE: 207492								
209238	1927	VERIZON	207493		INV	01/10/2024	185.74	251747334000181
INVOICE: 207493								
209239	1927	VERIZON	207494		INV	01/10/2024	215.58	652486007000146
INVOICE: 207494								
209240	1927	VERIZON	207495		INV	01/10/2024	267.39	651750648000166
INVOICE: 207495								
209241	1927	VERIZON	207496		INV	01/10/2024	360.55	651750563000175
INVOICE: 207496								
209242	1927	VERIZON	207497		INV	01/10/2024	372.79	251747336000130
INVOICE: 207497								
209243	1927	VERIZON	207498		INV	01/10/2024	516.04	651750664000132
INVOICE: 207498								

WARRANT LIST BY VOUCHER

WARRANT: 23MWDEC6 01/10/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209244	1831	VERIZON WIRELESS	207499		INV	01/10/2024	1,059.42	842249443-00001
INVOICE: 9952554315								
209245	1831	VERIZON WIRELESS	207500		INV	01/10/2024	1,110.56	642000522-00001
INVOICE: 9950049371								
209246	1831	VERIZON WIRELESS	207501		INV	01/10/2024	1,137.88	486851008-00001
INVOICE: 9952500084								
209247	1831	VERIZON WIRELESS	207502		INV	01/10/2024	62.48	842037333-00002
INVOICE: 9952550798								
209248	1831	VERIZON WIRELESS	207503		INV	01/10/2024	187.44	442028324-00002
INVOICE: 9952487354								
209249	1831	VERIZON WIRELESS	207504		INV	01/10/2024	249.92	480169107-00001
INVOICE: 9952498602								
209251	1831	VERIZON WIRELESS	207506		INV	01/10/2024	270.17	442028324-00001
INVOICE: 9952487353								
209253	1831	VERIZON WIRELESS	207508		INV	01/10/2024	955.39	642241256-00001
INVOICE: 9951843545								
209254	7609	WINDSTREAM	207509		INV	01/10/2024	642.92	4298323
INVOICE: 76120717								
WARRANT TOTAL							103,563.22	

** END OF REPORT - Generated by Yvette Johnson **

CITY OF SARATOGA SPRINGS WARRANT REPORT

DATE: 01/10/2024 WARRANT: 24MWJAN1 AMOUNT: \$ 29,605.82

COMMISSIONER OF ACCOUNTS

I HEREBY CERTIFY THAT AT A MEETING OF THE CITY OF SARATOGA SPRINGS
CITY COUNCIL ON THAT THE VOUCHERS BELOW ARE APPROVED AND
AUTHORIZED.

DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

CASH

WARRANT: 24MWJAN1 01/10/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
5598	CDPHP UNIVERSAL BENEFI 1 E3577168 58010	00001 CCA EB	240006	INV	01/10/2024	233480000787 23,542.87 23,542.87	207510	209255	
		Invoice Net				CHECK TOTAL 23,542.87			-----
8695	CHARTER COMMUNICATIONS 1 E3577164 54670	00000 CCA CS		INV	01/10/2024	142267301122123 239.95 239.95	207511	209256	
		Invoice Net		PHONES		CHECK TOTAL 239.95			-----
8873	CROWN CASTLE FIBER LLC 1 A3021694 54740	00001 DPN CS		INV	01/10/2024	1495117 5,823.00 5,823.00	207512	209257	
		Invoice Net		SC EQUIP		CHECK TOTAL 5,823.00			-----
3 INVOICES						WARRANT TOTAL 29,605.82			
						CASH ACCOUNT BALANCE 29,605.82			
									5,482.13

WARRANT SUMMARY

WARRANT: 24MWJAN1 01/10/2024

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
A A3021694 DATA PROCESSING NET A	-30-2-1681-4-54740 - SERVICE CONTRACTS - EQ	5,823.00	19,907.28
	FUND TOTAL	5,823.00	
CASH ACCOUNT A 1200	BALANCE 5,482.13 **WARNING - INSUFFICIENT CASH BALANCE		
E E3577164 CITY CENTER AUTHOR E	-35-7-7160-4-54670 - PHONES	239.95	251.55
E E3577168 CITY CENTER AUTHOR E	-35-7-7160-8-58010 - HOSPITALIZATION	23,542.87	.00
	FUND TOTAL	23,782.82	
CASH ACCOUNT A 1200	BALANCE 5,482.13 **WARNING - INSUFFICIENT CASH BALANCE		
WARRANT SUMMARY TOTAL		29,605.82	
GRAND TOTAL		29,605.82	

WARRANT LIST BY VOUCHER

WARRANT: 24MWJAN1 01/10/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209255	5598	CDPHP UNIVERSAL BENEFITS, INC. INVOICE: 233480000787	207510	240006	INV	01/10/2024	23,542.87	10013542
209256	8695	CHARTER COMMUNICATIONS INVOICE: 142267301122123	207511		INV	01/10/2024	239.95	142267301
209257	8873	CROWN CASTLE FIBER LLC INVOICE: 1495117	207512		INV	01/10/2024	5,823.00	B11184
WARRANT TOTAL							29,605.82	

** END OF REPORT - Generated by Yvette Johnson **

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u101 |24MWJAN2

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CLERK: u101 BATCH: 3810

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES									
6625	00001 OPUS INSPECTION,	207513 7202115		209258	24MWJAN2	500.00	.00	.00	91720236
CASH A	2024/01	INV 01/08/2024	SEP-CHK: N	DISC: .00			A3143124 54510	500.00	1099:
ACCT 1201	DEPT 4000	DUE 01/08/2024	DESC:DPS	INSPECTION FUNDS					
PO BOX 83201	CHICAGO IL 60691-0201								
1 APPROVED PAID INVOICES				TOTAL		500.00			
1 INVOICE(S)				REPORT POST TOTAL		500.00			

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u101 |24MWJAN2

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CLERK: u101 BATCH: 3810

ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2024 01	A3143124 A	-31-4-3120-4-54510 -	REPAIRS & MAINT	500.00	69,500.00
REPORT TOTALS				500.00	

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u101 |24MWJAN2

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CLERK: u101

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2024	1	73											
API A3143124-54510					01/08/2024	CK 9172023 006625			207513	REPAIRS & MAINTENANCE VEHICLE DPS INSPECTION FUNDS		500.00	
										GENERAL LEDGER TOTAL		500.00	.00
API A-2600					01/08/2024	W 24MWJAN2 B 3810				ACCOUNTS PAYABLE			500.00
										SYSTEM GENERATED ENTRIES TOTAL		.00	500.00
										JOURNAL 2024/01/73 TOTAL		500.00	500.00
2024 1 73													
API A-1522					01/08/2024	W 24MWJAN2 B 3810				EXPENDITURES		500.00	

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u101 |24MWJAN2

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2024	1	73	01/08/2024			
	A-1522					EXPENDITURES	500.00	
	A-2600					ACCOUNTS PAYABLE		500.00
						FUND TOTAL	500.00	500.00

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

01/12/2024 09:39
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| CITY OF SARATOGA SPRINGS
| CITY OF SARATOGA SPRINGS WARRANT REPORT

| P 1
| apwarrnt

DATE: 01/17/2024 WARRANT: 23DEC4 AMOUNT: \$ 446,542.75

COMMISSIONER OF ACCOUNTS

I HEREBY CERTIFY THAT AT A MEETING OF THE CITY OF SARATOGA SPRINGS
CITY COUNCIL ON THAT THE VOUCHERS BELOW ARE APPROVED AND
AUTHORIZED.

01/12/2024 09:39
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| CITY OF SARATOGA SPRINGS
| DETAIL INVOICE LIST

| P 2
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CASH ACCOUNT: A		1200	CASH		WARRANT: 23DEC4 01/17/2024				
VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK

8937	269 BROADWAY LLC	00000		INV	01/16/2024	207517	207517	209262	
	1 A3031444 54725	ENGINEER C		SER CON EN		750.00			
		Invoice Net				750.00			
				CHECK TOTAL		750.00			-----
8027	3 RINGS PTS, LLC	00000	230003	INV	01/16/2024	01091	207514	209259	
	1 E3577164 54720	CCA CS		PROF SER		1,918.13			
		Invoice Net				1,918.13			
				CHECK TOTAL		1,918.13			-----
8027	3 RINGS PTS, LLC	00000	230003	INV	01/16/2024	01089	207515	209260	
	1 E3475654 54720	OFF ST PAR		PROF SER		2,800.00			
		Invoice Net				2,800.00			
				CHECK TOTAL		2,800.00			-----
8027	3 RINGS PTS, LLC	00000	230003	INV	01/16/2024	01092	207733	209485	
	1 E3475654 54720	OFF ST PAR		PROF SER		600.00			

2	E3577164	54720	CCA CS	PROF SER	.00			
			Invoice Net		600.00			
					CHECK TOTAL	600.00		-----
8883	ACCESS TECHNOLOGY INTE	00000	INV	01/16/2024	9785	207518	209263	
1	E3475654	54720	OFF ST PAR	PROF SER	2,006.25			
			Invoice Net		2,006.25			
					CHECK TOTAL	2,006.25		-----
4140	ACCURATE PEST CONTROL	00000	INV	01/16/2024	11071	207519	209264	
1	E3577164	54720	CCA CS	PROF SER	60.00			
			Invoice Net		60.00			
					CHECK TOTAL	60.00		-----
2785	ADIRONDACK TIRE CORP	00001	230057 INV	01/16/2024	1039572,1039293	207520	209265	
1	A3638184	54510	TRANSFE CS	REP MAN VE	120.00			
2	F3638344	54510	METERS CS	REP MAN VE	577.94			
3	F3638354	54180	WAT MAN CS	OTHER SUPP	600.00			
			Invoice Net		1,297.94			
					CHECK TOTAL	1,297.94		-----
7276	ADVANCED ELECTRONIC DE	00000	230434 INV	01/16/2024	8276447	207521	209266	
1	A3143022	52230	PS NET EQ	HARDWARE	2,474.47			
			Invoice Net		2,474.47			
					CHECK TOTAL	2,474.47		-----
5400	AIRGAS EAST	00001	INV	01/16/2024	5504484153	207522	209267	
1	A3031654	54180	GARAGE CS	OTHER SUPP	500.14			
			Invoice Net		500.14			
					CHECK TOTAL	500.14		-----

CASH ACCOUNT: A		1200	CASH			WARRANT: 23DEC4		01/17/2024	
VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK

31 ALLERDICE BUILDING SUP	00001	INV	01/16/2024	2312-246143	207523	209268
1 A3335014 54180	STREETS CS	OTHER SUPP		5.93		
	Invoice Net			5.93		
31 ALLERDICE BUILDING SUP	00001	INV	01/16/2024	2312-251758	207524	209269
1 A3031654 54180	GARAGE CS	OTHER SUPP		8.09		
	Invoice Net			8.09		
31 ALLERDICE BUILDING SUP	00001	INV	01/16/2024	2312-251418	207525	209270
1 A3335014 54180	STREETS CS	OTHER SUPP		17.99		
	Invoice Net			17.99		
31 ALLERDICE BUILDING SUP	00001	INV	01/16/2024	2312-253445	207526	209271
1 F3638344 54180	METERS CS	OTHER SUPP		20.11		
	Invoice Net			20.11		
31 ALLERDICE BUILDING SUP	00001	INV	01/16/2024	2312-246201	207527	209272
1 A3031654 54180	GARAGE CS	OTHER SUPP		24.74		
	Invoice Net			24.74		
31 ALLERDICE BUILDING SUP	00001	INV	01/16/2024	2312-247531	207528	209273
1 A3335014 54180	STREETS CS	OTHER SUPP		32.98		
	Invoice Net			32.98		
31 ALLERDICE BUILDING SUP	00001	INV	01/16/2024	2312-247161	207529	209274
1 A3335014 54180	STREETS CS	OTHER SUPP		44.82		
	Invoice Net			44.82		
31 ALLERDICE BUILDING SUP	00001	INV	01/16/2024	2312-253027	207530	209275
1 A3031624 54180	CITY HA CS	OTHER SUPP		107.05		
	Invoice Net			107.05		
31 ALLERDICE BUILDING SUP	00001	INV	01/16/2024	2312-248634	207531	209276
1 A3031654 54180	GARAGE CS	OTHER SUPP		179.98		
	Invoice Net			179.98		
31 ALLERDICE BUILDING SUP	00001	INV	01/16/2024	2312-251798	207532	209277
1 A3031654 54180	GARAGE CS	OTHER SUPP		247.17		
	Invoice Net			247.17		
CHECK TOTAL				688.86		-----
7550 AMAZON CAPITAL SERVICE	00000	INV	01/16/2024	1VNTMWMYVJVT	207533	209278
1 A3031624 54180	CITY HA CS	OTHER SUPP		1,111.25		
	Invoice Net			1,111.25		
7550 AMAZON CAPITAL SERVICE	00000	INV	01/16/2024	1CMPNQTF37WW	207534	209279
1 A3021692 52230	DPN EQ CAP	HARDWARE		1,196.22		
	Invoice Net			1,196.22		
7550 AMAZON CAPITAL SERVICE	00000	INV	01/16/2024	17F9HGFVJYLC	207535	209280
1 A3567152 52200	SUM REC EQ	OFFICE EQ		2,138.16		
	Invoice Net			2,138.16		
7550 AMAZON CAPITAL SERVICE	00000	INV	01/16/2024	1XQRHG74NQDP	207536	209281
1 A3051414 54110	ACCT CS	OFFICE SUP		35.48		
	Invoice Net			35.48		
7550 AMAZON CAPITAL SERVICE	00000	INV	01/16/2024	146VMDLG1W7N	207537	209282
1 A3051414 54110	ACCT CS	OFFICE SUP		39.58		
	Invoice Net			39.58		

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CASH ACCOUNT: A 1200 CASH

WARRANT: 23DEC4 01/17/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
7550	AMAZON CAPITAL SERVICE	00000		INV	01/16/2024	1777YP6GJQVR	207538	209283	
	1 A3051414 54110	ACCT CS		OFFICE SUP		79.99			
		Invoice Net				79.99			
7550	AMAZON CAPITAL SERVICE	00000		INV	01/16/2024	11KKLMM4K7NY	207539	209284	
	1 A3567152 52200	SUM REC EQ		OFFICE EQ		100.04			
		Invoice Net				100.04			
7550	AMAZON CAPITAL SERVICE	00000		INV	01/16/2024	17M9FRXRVYPF	207540	209285	
	1 A3031624 54180	CITY HA CS		OTHER SUPP		109.65			
		Invoice Net				109.65			
7550	AMAZON CAPITAL SERVICE	00000		INV	01/16/2024	1M1CDQL3PLD9	207541	209286	
	1 A3051414 54110	ACCT CS		OFFICE SUP		123.68			
		Invoice Net				123.68			
7550	AMAZON CAPITAL SERVICE	00000		INV	01/16/2024	1T3T4P6VCP37	207542	209287	
	1 A3051414 54110	ACCT CS		OFFICE SUP		149.33			
		Invoice Net				149.33			
7550	AMAZON CAPITAL SERVICE	00000		INV	01/16/2024	17MY77RRFYFM	207543	209288	
	1 A3051414 54110	ACCT CS		OFFICE SUP		189.98			
		Invoice Net				189.98			
7550	AMAZON CAPITAL SERVICE	00000		INV	01/16/2024	1PPQVQXNMWPW	207544	209289	
	1 A3031654 54180	GARAGE CS		OTHER SUPP		280.00			
		Invoice Net				280.00			
7550	AMAZON CAPITAL SERVICE	00000		INV	01/16/2024	1X6CJN4D3F6X	207545	209290	
	1 A3031654 54180	GARAGE CS		OTHER SUPP		358.98			
		Invoice Net				358.98			
7550	AMAZON CAPITAL SERVICE	00000		INV	01/16/2024	1HND6JGQYHLF	207546	209291	
	1 A3051414 54110	ACCT CS		OFFICE SUP		551.67			
		Invoice Net				551.67			
7550	AMAZON CAPITAL SERVICE	00000		INV	01/16/2024	1L3LJX6FQ3V9	207547	209292	
	1 A3051414 54110	ACCT CS		OFFICE SUP		611.70			
		Invoice Net				611.70			
						CHECK TOTAL	7,075.71	-----	

47	AMCHAR WHOLESALE INC	00001	230697	INV	01/16/2024	01099402	207548	209293
1	A3143124 54189	POLICE CS	AMMUNITION			2,997.00		
		Invoice Net				2,997.00		
47	AMCHAR WHOLESALE INC	00001	230661	INV	01/16/2024	01095372	207550	209295
1	A3143122 52206	POLICE EQ	WEAPONS			18,052.63		
		Invoice Net				18,052.63		
		CHECK TOTAL				21,049.63		-----
53	AMERICAN RED CROSS	00001		INV	01/16/2024	22654124	207551	209296
1	A3143124 54570	POLICE CS	TRAINING			264.00		
		Invoice Net				264.00		
		CHECK TOTAL				264.00		-----
2013	AMERICAN ROCK SALT CO	00001	230673	INV	01/16/2024	751243	207552	209297
1	A3335124 54400	HI MS CS	SALT & SAN			14,499.56		
		Invoice Net				14,499.56		

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u257 |DETAIL INVOICE LIST

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CASH ACCOUNT: A		1200	CASH		WARRANT: 23DEC4		01/17/2024		
VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK

						CHECK TOTAL	14,499.56		-----
1626	ANW HOLDINGS INC	00000		INV	01/16/2024	207553	207553	209298	
	1 A3031444 54725	ENGINEER C	SER	CON EN		80.00			
		Invoice Net				80.00			
						CHECK TOTAL	80.00		-----
5520	ARMORY ASSOCIATES, LLC	00000	230224	INV	01/16/2024	2105	207554	209299	
	1 A3021314 54720	COM FIN CS	PROF	SER		1,500.00			
		Invoice Net				1,500.00			
						CHECK TOTAL	1,500.00		-----
4985	AXON ENTERPRISE, INC.	00001		INV	01/16/2024	INUS213948	207555	209300	
	1 A3143124 54740	POLICE CS	SC	EQUIP		31.10			
	2 A3143124 54720	POLICE CS	PROF	SER		178.74			

Invoice Net				209.84		
				CHECK TOTAL	209.84	-----
86 B LANN EQUIPMENT CO IN	00000	INV	01/16/2024	017340	207556	209301
1 A3031654 54180	GARAGE CS	OTHER SUPP		244.65		
Invoice Net				244.65		
86 B LANN EQUIPMENT CO IN	00000	INV	01/16/2024	17341	207557	209302
1 A3031654 54180	GARAGE CS	OTHER SUPP		293.10		
Invoice Net				293.10		
				CHECK TOTAL	537.75	-----
113 BARTON & LOGUIDICE D.	00000	230039 INV	01/16/2024	138829	207558	209303
1 A3638184 54720	TRANSFE CS	PROF SER		1,600.00		
Invoice Net				1,600.00		
113 BARTON & LOGUIDICE D.	00000	230654 INV	01/16/2024	138719	207559	209304
1 A3031444 54725	ENGINEER C	SER CON EN		3,888.75		
Invoice Net				3,888.75		
113 BARTON & LOGUIDICE D.	00000	230654 INV	01/16/2024	137908	207560	209305
1 A3031444 54725	ENGINEER C	SER CON EN		438.75		
Invoice Net				438.75		
				CHECK TOTAL	5,927.50	-----
8694 BEACON COMMUNITES LLC	00000	INV	01/16/2024	207561	207561	209306
1 A3031444 54725	ENGINEER C	SER CON EN		541.30		
Invoice Net				541.30		
				CHECK TOTAL	541.30	-----
7435 BELMONTE & SON	00000	INV	01/16/2024	I-002268	207562	209307
1 E3577164 54202	CCA CS	CLIENTEXPE		216.72		
Invoice Net				216.72		
				CHECK TOTAL	216.72	-----

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| CITY OF SARATOGA SPRINGS
| DETAIL INVOICE LIST

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| apwarrnt

CASH ACCOUNT: A		1200	CASH	WARRANT: 23DEC4 01/17/2024		
VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT
						DOCUMENT
						VOUCHER
						CHECK

9400 MICHAEL BILLOK	00000	INV	01/16/2024	207634	207634	209381
1 A063 42411	DPW \$ PROP	RENT CASIN		500.00		
	Invoice Net			500.00		
		CHECK TOTAL		500.00		-----
4542 BOUND TREE MEDICAL LLC	00001	INV	01/16/2024	207563	207563	209308
1 A3143414 54720	FIRE CS	PROF SER		3,291.10		
	Invoice Net			3,291.10		
		CHECK TOTAL		3,291.10		-----
7426 BPI MECHANICAL SERVICE	00000 230012	INV	01/16/2024	105120	207564	209310
1 A3143124 54720	POLICE CS	PROF SER		140.00		
	Invoice Net			140.00		
7426 BPI MECHANICAL SERVICE	00000 230022	INV	01/16/2024	104623-REISSUE	207565	209311
1 A3567194 54720 3000	ICE RIN CS	PROF SER		185.00		
	Invoice Net			185.00		
7426 BPI MECHANICAL SERVICE	00000 230022	INV	01/16/2024	104237	207567	209313
1 A3567194 54720 3000	ICE RIN CS	PROF SER		455.00		
	Invoice Net			455.00		
		CHECK TOTAL		780.00		-----
137 C T MALE ASSOCIATES PC	00000 230042	INV	01/16/2024	105827	207582	209328
1 A3638184 54720	TRANSFE CS	PROF SER		4,602.00		
	Invoice Net			4,602.00		
		CHECK TOTAL		4,602.00		-----
9524 C. BASIL FORD INC.	00000	INV	01/16/2024	120423-01	207569	209315
1 F3638342 52400	METERS EQ	VEHICLES		12,500.00		
2 G3638112 52400	SEWER EQ C	VEHICLES		12,500.00		
3 A3335012 52400	STS EQ CAP	VEHICLES		27,169.00		
	Invoice Net			52,169.00		
		CHECK TOTAL		52,169.00		-----
9524 C. BASIL FORD INC.	00000	INV	01/16/2024	120423-02	207568	209314
1 A3335012 52400	STS EQ CAP	VEHICLES		48,099.00		
	Invoice Net			48,099.00		
		CHECK TOTAL		48,099.00		-----
2948 CDW GOVERNMENT INC	00000 230706	INV	01/16/2024	NJ33145	207570	209316
1 H3146952 52000 1217	CAP PROJ	CAP PROJ 0		6,172.76		
	Invoice Net			6,172.76		
2948 CDW GOVERNMENT INC	00000 230705	INV	01/16/2024	NJ63240	207571	209317
1 H3146952 52000 1217	CAP PROJ	CAP PROJ 0		129.44		
	Invoice Net			129.44		
		CHECK TOTAL		6,302.20		-----
5853 CONFIDATA	00000	INV	01/16/2024	95389	207573	209319

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CASH ACCOUNT: A 1200 CASH

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK

	1 A3051414 54110	ACCT CS		OFFICE SUP		54.00			
		Invoice Net				54.00			
						CHECK TOTAL	54.00		-----
9115	CONIFER REALTY, LLC	00000		INV	01/16/2024	207574	207574	209320	
	1 A3031444 54725	ENGINEER C		SER CON EN		500.00			
		Invoice Net				500.00			
						CHECK TOTAL	500.00		-----
1155	COUNTY WASTE & RECYCLI	00000		INV	01/16/2024	33093707W910	207579	209325	
	1 A3143414 54650	FIRE CS		UTILITIES		179.00			
		Invoice Net				179.00			
1155	COUNTY WASTE & RECYCLI	00000		INV	01/16/2024	33006708W910	207580	209326	
	1 A3143414 54650	FIRE CS		UTILITIES		181.34			
		Invoice Net				181.34			
1155	COUNTY WASTE & RECYCLI	00000	220598	INV	01/16/2024	33168234W910	207581	209327	
	1 H3146952 52000 1217	CAP PROJ		CAP PROJ O		783.92			
		Invoice Net				783.92			
						CHECK TOTAL	1,144.26		-----
1155	COUNTY WASTE-CLIFTON P	00001	230041	INV	01/16/2024	33094406W910-A	207575	209321	
	1 A3638184 54521	TRANSFE CS		TIPPING FE		4,480.20			
	2 A3638184 54700	TRANSFE CS		TRANSPORTA		1,710.00			
		Invoice Net				6,190.20			
1155	COUNTY WASTE-CLIFTON P	00001	230827	INV	01/16/2024	33094406W910-B	207576	209322	
	1 A3638184 54530	TRANSFE CS		EQ VEH REN		400.00			
		Invoice Net				400.00			
1155	COUNTY WASTE-CLIFTON P	00001	230041	INV	01/16/2024	33007450W910-A	207577	209323	
	1 A3638184 54521	TRANSFE CS		TIPPING FE		4,908.60			
	2 A3638184 54700	TRANSFE CS		TRANSPORTA		1,710.00			

				Invoice Net	6,618.60		
1155	COUNTY WASTE-CLIFTON P	00001	230827	INV 01/16/2024	33007450W910-B	207578	209324
1	A3638184 54530	TRANSFE	CS	EQ VEH REN	400.00		
				Invoice Net	400.00		
				CHECK TOTAL	13,608.80		-----
2343	D & W DIESEL INC	00001		INV 01/16/2024	BS5064	207583	209329
1	A3335014 54510	STREETS	CS	REP MAN VE	1,255.28		
				Invoice Net	1,255.28		
				CHECK TOTAL	1,255.28		-----
9178	SEAN DAUGHERTY	00000		INV 01/16/2024	9/11-12/15/23	207584	209330
1	A3021694 54220	DPN	CS	TRAVEL	75.33		
				Invoice Net	75.33		
9178	SEAN DAUGHERTY	00000		INV 01/16/2024	2/3-9/7/2023	207585	209331
1	A3021694 54220	DPN	CS	TRAVEL	78.60		
				Invoice Net	78.60		

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CASH ACCOUNT: A		1200	CASH		WARRANT: 23DEC4 01/17/2024				
VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK

						CHECK TOTAL	153.93		-----
2450	DELL MKTG LP	00001		INV	01/16/2024	10721427708	207586	209332	
1	A3143022 52230	PS NET EQ		HARDWARE		3,456.00			
						Invoice Net	3,456.00		
						CHECK TOTAL	3,456.00		-----
2450	DELL MARKETING LP	00002		INV	01/16/2024	10722823284	207587	209333	
1	A3021692 52230	DPN EQ CAP		HARDWARE		4,673.69			
						Invoice Net	4,673.69		
						CHECK TOTAL	4,673.69		-----
6464	DREAMSLEEP MATTRESS OU	00000	230779	INV	01/16/2024	12/18/2023	207588	209334	

1 A3143412 52610	FIRE EQ CA	FIREFIG EQ	1,980.00		
	Invoice Net		1,980.00		
		CHECK TOTAL	1,980.00		-----
8959 DRISCOLL ROAD, LLC	00000	INV 01/16/2024	207589	207589	209335
1 A3031444 54725	ENGINEER C	SER CON EN	490.70		
	Invoice Net		490.70		
		CHECK TOTAL	490.70		-----
9389 DRYFIREMAG, LLC	00000 230902	INV 01/16/2024	21592	207590	209336
1 A3143122 52620	POLICE EQ	POLICE EQU	661.15		
	Invoice Net		661.15		
		CHECK TOTAL	661.15		-----
2196 DUNKIN DONUTS	00000	INV 01/16/2024	JUL-NOV 2023	207591	209337
1 A3143124 54850	POLICE CS	MEALS PRIS	148.92		
2 A3143124 54720	POLICE CS	PROF SER	52.56		
	Invoice Net		201.48		
		CHECK TOTAL	201.48		-----
3249 TOLLS BY MAIL	00002	INV 01/16/2024	18024146501	207595	209341
1 A3143124 54510	POLICE CS	REP MAN VE	22.38		
	Invoice Net		22.38		
3249 TOLLS BY MAIL	00002	INV 01/16/2024	18023497202	207596	209342
1 A3143414 54220	FIRE CS	TRAVEL	130.06		
	Invoice Net		130.06		
		CHECK TOTAL	152.44		-----
4687 EMERICH SALES & SERVIC	00000	INV 01/16/2024	2715596	207592	209338
1 A3638562 52300	TREES EQ C	MISC EQUIP	120.46		
	Invoice Net		120.46		
4687 EMERICH SALES & SERVIC	00000	INV 01/16/2024	2715760	207593	209339
1 A3031654 54180	GARAGE CS	OTHER SUPP	394.98		
	Invoice Net		394.98		

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CASH ACCOUNT: A 1200 CASH

WARRANT: 23DEC4 01/17/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK

						CHECK TOTAL	515.44		-----
4704	STEPHEN ETHIER	00000		INV	01/16/2024	207594	207594	209340	
	1 A3031444 54725			ENGINEER C	SER CON EN	440.00			
				Invoice Net		440.00			
						CHECK TOTAL	440.00		-----
3084	F W WEBB COMPANY	00001		INV	01/16/2024	83779131	207605	209351	
	1 A3031654 54180			GARAGE CS	OTHER SUPP	92.96			
				Invoice Net		92.96			
						CHECK TOTAL	92.96		-----
5084	FERGUSON WATERWORKS #5	00001	230592	INV	01/16/2024	1199831	207597	209343	
	1 F3638354 54530			WAT MAN CS	EQ VEH REN	132.50			
				Invoice Net		132.50			
						CHECK TOTAL	132.50		-----
1	COMMISSIONER OF FINANC	00001		INV	01/16/2024	12/26/2023	207598	209344	
	1 A3021314 54120			COM FIN CS	POSTAGE	28.75			
				Invoice Net		28.75			
						CHECK TOTAL	28.75		-----
1	COMMISSIONER OF FINANC	00001		INV	01/16/2024	17443	207599	209345	
	1 E3577164 54202			CCA CS	CLIENTEXPE	440.00			
				Invoice Net		440.00			
						CHECK TOTAL	440.00		-----
9445	JILL FISHON-KOVACHICK	00000		INV	01/16/2024	12.20.23	207600	209346	
	1 A3335014 54180			STREETS CS	OTHER SUPP	3,500.00			
				Invoice Net		3,500.00			
						CHECK TOTAL	3,500.00		-----
9227	FLEET PUMP & SERVICE G	00000	230532	INV	01/16/2024	SV0000040833	207601	209347	
	1 G3638124 54331			SEWER PUCS	REP MAN PU	8,130.00			
				Invoice Net		8,130.00			
9227	FLEET PUMP & SERVICE G	00000		INV	01/16/2024	SV0000040834	207602	209348	
	1 A3031654 54180			GARAGE CS	OTHER SUPP	964.00			
				Invoice Net		964.00			
						CHECK TOTAL	9,094.00		-----
7599	FOXIT SOFTWARE INC.	00000	230747	INV	01/16/2024	INV2155697	207603	209349	
	1 A3021692 52600			DPN EQ CAP	SOFTWARE	178.30			
				Invoice Net		178.30			
7599	FOXIT SOFTWARE INC.	00000	230780	INV	01/16/2024	INV2155696	207604	209350	
	1 A3021694 54720			DPN CS	PROF SER	298.88			

205 HIRAM HOLLOW REGENERAT	00001	INV	01/16/2024	692251	207613	209360
1 A3335014 54180	STREETS CS	OTHER SUPP		107.47		
	Invoice Net			107.47		
		CHECK TOTAL		107.47		-----
2439 HOME DEPOT PRO	00001	INV	01/16/2024	9273844	207617	209364
1 A3031654 54180	GARAGE CS	OTHER SUPP		119.75		
	Invoice Net			119.75		
		CHECK TOTAL		119.75		-----
2439 HOME DEPOT/MAINTENANCE	00012	INV	01/16/2024	9050060	207615	209362
1 A3567194 54180 3000	ICE RIN CS	OTHER SUPP		15.55		
	Invoice Net			15.55		
2439 HOME DEPOT/MAINTENANCE	00012	INV	01/16/2024	23795	207616	209363
1 A3031654 54180	GARAGE CS	OTHER SUPP		52.66		
	Invoice Net			52.66		
2439 HOME DEPOT/MAINTENANCE	00012	INV	01/16/2024	23749	207618	209365
1 A3567194 54180 3000	ICE RIN CS	OTHER SUPP		240.78		
	Invoice Net			240.78		

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CASH ACCOUNT: A 1200 CASH

WARRANT: 23DEC4 01/17/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
2439 HOME DEPOT/MAINTENANCE	00012	INV	01/16/2024	3021749	207619	209366			
1 A3031654 54180	GARAGE CS	OTHER SUPP		318.51					
	Invoice Net			318.51					
2439 HOME DEPOT/MAINTENANCE	00012	INV	01/16/2024	273823	207620	209367			
1 A3031624 54180	CITY HA CS	OTHER SUPP		389.82					
	Invoice Net			389.82					
2439 HOME DEPOT/MAINTENANCE	00012	INV	01/16/2024	7024241	207621	209368			
1 A3031624 54180	CITY HA CS	OTHER SUPP		416.05					
	Invoice Net			416.05					
		CHECK TOTAL		1,433.37		-----			

218 INTOXIMETERS INC 1 A3143334 54180	00001 DWI CS Invoice Net	INV 01/16/2024 OTHER SUPP	748661 115.00 115.00	207622	209369
			CHECK TOTAL	115.00	-----
5966 JOE JOHNSON EQUIPMENT 1 A3335014 54510	00000 STREETS CS Invoice Net	230775 INV 01/16/2024 REP MAN VE	P01276 399.78 399.78	207624	209371
			CHECK TOTAL	399.78	-----
9334 JOINTA LIME CO. 1 A3567144 54758	00000 REC EXP CS Invoice Net	INV 01/16/2024 RECSCHSPEC	23-194 9,926.50 9,926.50	207625	209372
			CHECK TOTAL	9,926.50	-----
3157 KINSLEY POWER SYSTEMS 1 A3335012 52300 2 G3638122 52300	00002 STS EQ CAP SEWER P EQ Invoice Net	230671 INV 01/16/2024 MISC EQUIP MISC EQUIP	JC38133 10,335.28 6,904.72 17,240.00	207626	209373
			CHECK TOTAL	17,240.00	-----
9513 LAMARCHE SAFRANKO LAW 1 A3011424 54720	00000 ATTY CON S Invoice Net	INV 01/16/2024 PROF SER	5933 6,000.00 6,000.00	207627	209374
			CHECK TOTAL	6,000.00	-----
8462 LARKIN HOSPITALITY 1 A3031444 54725	00000 ENGINEER C Invoice Net	INV 01/16/2024 SER CON EN	207628 491.30 491.30	207628	209375
			CHECK TOTAL	491.30	-----
9246 LIPPES MATHIAS LLP 1 A3011424 54720	00000 ATTY CON S Invoice Net	INV 01/16/2024 PROF SER	233238 948.00 948.00	207629	209376
			CHECK TOTAL	948.00	-----

CASH ACCOUNT: A

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CASH

WARRANT: 23DEC4 01/17/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
8168	MAG AUTOMOTIVE HOLDING 1 A3335012 52400	00000		INV	01/16/2024	93894 44,077.50 44,077.50 CHECK TOTAL	207630	209377	-----
		STS EQ CAP		VEHICLES					
		Invoice Net				44,077.50			
8168	MAG AUTOMOTIVE HOLDING 1 A3031654 54180	00001		INV	01/16/2024	446022 318.90 318.90 CHECK TOTAL	207631	209378	-----
		GARAGE CS		OTHER SUPP					
		Invoice Net				318.90			
290	JOSEPH P MANGIONE, INC 1 A3335014 54510	00001		INV	01/16/2024	2-150281 7.84 7.84 CHECK TOTAL	207632	209379	-----
		STREETS CS		REP MAN VE					
		Invoice Net				7.84			
8107	ANGELA MCGOVERN 1 A3143124 54971	00000		INV	01/16/2024	207633 3,042.66 3,042.66 CHECK TOTAL	207633	209380	-----
		POLICE CS		TUITION RE					
		Invoice Net				3,042.66			
386	SOUTHWORTH-MILTON INC 1 A3335014 54510	00001	230591	INV	01/16/2024	INV3111279 193.60 193.60 CHECK TOTAL	207635	209382	-----
		STREETS CS		REP MAN VE					
		Invoice Net				193.60			
4678	MOHAWK ARMY & NAVY 1 A3335014 54160	00001	230078	INV	01/16/2024	3-105027 149.99 149.99 CHECK TOTAL	207638	209385	-----
		STREETS CS		UNIFORMS					
		Invoice Net				149.99			
3579	MSDS ONLINE 1 A3011214 54573	00001		INV	01/16/2024	291554 2,519.55 2,519.55 CHECK TOTAL	207641	209388	-----
		MAY CONT S		RS PROGRAM					
		Invoice Net				2,519.55			
6306	MULTIMED BILLING SERVI 1 A3143634 54747	00000		INV	01/16/2024	SEPT-NOV 2023 44,734.50 44,734.50 CHECK TOTAL	207642	209389	-----
		AMBULANCE		AMBBILL CS					
		Invoice Net				44,734.50			
5237	NAPA AUTO PARTS 1 A3335014 54180	00001	230029	INV	01/16/2024	904032 1,015.62 1,015.62	207643	209390	
		STREETS CS		OTHER SUPP					
		Invoice Net				1,015.62			

5237 NAPA AUTO PARTS	00001	230430 INV	01/16/2024	207644	207644	209391
1 A3143124 54510	POLICE CS	REP MAN VE		2,883.63		
2 A3143314 54510	TRAF CO CS	REP MAN VE		16.60		
3 A3143414 54510	FIRE CS	REP MAN VE		209.02		
	Invoice Net			3,109.25		

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CASH ACCOUNT: A 1200 CASH WARRANT: 23DEC4 01/17/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
5237 NAPA AUTO PARTS	00001	230029 INV	01/16/2024		907997	207645	209392		
1 F3638354 54510	WAT MAN CS	REP MAN VE			4.44				
	Invoice Net				4.44				
5237 NAPA AUTO PARTS	00001	230029 INV	01/16/2024		905142	207646	209394		
1 A3335014 54510	STREETS CS	REP MAN VE			15.57				
2 F3638354 54510	WAT MAN CS	REP MAN VE			3.86				
	Invoice Net				19.43				
5237 NAPA AUTO PARTS	00001	230029 INV	01/16/2024		907799	207647	209395		
1 A3335014 54180	STREETS CS	OTHER SUPP			165.71				
	Invoice Net				165.71				
5237 NAPA AUTO PARTS	00001	230029 INV	01/16/2024		903938	207648	209396		
1 A3335014 54180	STREETS CS	OTHER SUPP			206.99				
	Invoice Net				206.99				
5237 NAPA AUTO PARTS	00001	230029 INV	01/16/2024		906050	207649	209397		
1 A3335014 54180	STREETS CS	OTHER SUPP			213.10				
	Invoice Net				213.10				
5237 NAPA AUTO PARTS	00001	230029 INV	01/16/2024		903997	207650	209398		
1 A3335014 54180	STREETS CS	OTHER SUPP			353.38				
	Invoice Net				353.38				
5237 NAPA AUTO PARTS	00001	230029 INV	01/16/2024		905093,993353	207651	209399		
1 A3335014 54180	STREETS CS	OTHER SUPP			519.26				
	Invoice Net				519.26				
	CHECK TOTAL				5,607.18				-----
319 NATIONAL GRID	00001	INV	01/16/2024		207652	207652	209401		
1 H3146952 52000 1217	CAP PROJ	CAP PROJ 0			1,086.57				

Invoice Net				1,086.57			
				CHECK TOTAL	1,086.57		-----
9183	NATIONAL TRENCH SAFETY	00000	INV 01/16/2024	13355-1	207653	209402	
1	A3335014 54510	STREETS CS	REP MAN VE	4,380.00			
Invoice Net				4,380.00			
				CHECK TOTAL	4,380.00		-----
1903	NYS DEPT ENVIRONMENTAL	00008	INV 01/16/2024	1005301	207654	209403	
1	F3638334 54230	WAT TRT CS	DUES	110.00			
Invoice Net				110.00			
				CHECK TOTAL	110.00		-----
6625	OPUS INSPECTION, INC	00001	INV 01/16/2024	13909491	207655	209404	
1	A3638562 52300	TREES EQ C	MISC EQUIP	60.07			
2	A3567142 52300	REC EQ CAP	MISC EQUIP	1,871.22			
3	F3638352 52300	WAT MAN EQ	MISC EQUIP	1,300.00			
4	A3031652 52300	GARGE EQ C	MISC EQUIP	1,763.71			
Invoice Net				4,995.00			
				CHECK TOTAL	4,995.00		-----

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CASH ACCOUNT: A		1200	CASH	WARRANT: 23DEC4 01/17/2024			
VENDOR	G/L ACCOUNTS	R	PO	TYPE DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER CHECK

9131	PACE ANALYTICAL SERVIC	00000	230364	INV 01/16/2024	23L2866	207656	209405
1	A3638144 54708	STORM W CS	LAB TEST		25.00		
Invoice Net					25.00		
9131	PACE ANALYTICAL SERVIC	00000	230364	INV 01/16/2024	23L1592	207657	209407
1	A3638144 54708	STORM W CS	LAB TEST		102.00		
Invoice Net					102.00		
9131	PACE ANALYTICAL SERVIC	00000	230364	INV 01/16/2024	23L2867	207658	209408
1	A3638144 54708	STORM W CS	LAB TEST		152.00		
2	F3638334 54708	WAT TRT CS	LAB TEST		23.00		

		Invoice Net	175.00		
9131 PACE ANALYTICAL SERVIC	00000	230364 INV 01/16/2024	3L0662	207659	209409
1 A3638144 54708		STORM W CS LAB TEST	185.00		
		Invoice Net	185.00		
9131 PACE ANALYTICAL SERVIC	00000	230364 INV 01/16/2024	23L0661	207660	209410
1 A3638144 54708		STORM W CS LAB TEST	888.00		
		Invoice Net	888.00		
		CHECK TOTAL	1,375.00		-----
327 PALLETTE STONE CORP	00000	230725 INV 01/16/2024	246062,246212	207663	209413
1 A3335014 54101		STREETS CS CONCRETE	758.00		
		Invoice Net	758.00		
		CHECK TOTAL	758.00		-----
327 PALLETTE STONE CORP	00001	230222 INV 01/16/2024	246213	207661	209411
1 A3335014 54100		STREETS CS RUB BLKTOP	91.91		
		Invoice Net	91.91		
327 PALLETTE STONE CORP	00001	230222 INV 01/16/2024	245673	207662	209412
1 F3638354 54100		WAT MAN CS RUB BLKTOP	420.86		
		Invoice Net	420.86		
		CHECK TOTAL	512.77		-----
6853 AARON PERKINS	00000	INV 01/16/2024	207664	207664	209414
1 A3143124 54850		POLICE CS MEALS PRIS	3.49		
		Invoice Net	3.49		
		CHECK TOTAL	3.49		-----
8422 PICKLEBALLCENTRAL	00000	230816 INV 01/16/2024	953973	207665	209415
1 A3567174 54170 6016		INDOOR REC SPORTS SUP	490.00		
		Invoice Net	490.00		
		CHECK TOTAL	490.00		-----
7753 STEPHEN PORTO	00000	INV 01/16/2024	207666	207666	209416
1 A3567174 54631		INDOOR REC CONC EXPEN	101.08		
		Invoice Net	101.08		
7753 STEPHEN PORTO	00000	INV 01/16/2024	207667	207667	209417
1 A3567174 54631		INDOOR REC CONC EXPEN	133.95		
		Invoice Net	133.95		

CASH ACCOUNT: A

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CASH

WARRANT: 23DEC4 01/17/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	235.03		-----
3171 JILL RAMOS		00000		INV	01/16/2024	207668	207668	209418	
1 A3567194 54170		ICE RIN CS		SPORTS SUP		84.48			
		Invoice Net				84.48			
						CHECK TOTAL	84.48		-----
6071 RICK RAGS		00001		INV	01/16/2024	57525	207669	209420	
1 F3638354 54180		WAT MAN CS		OTHER SUPP		298.00			
		Invoice Net				298.00			
						CHECK TOTAL	298.00		-----
1857 SAFETY WEARHOUSE, LLC		00000		INV	01/16/2024	439982	207670	209421	
1 A3031444 54180		ENGINEER C		OTHER SUPP		109.99			
		Invoice Net				109.99			
1857 SAFETY WEARHOUSE, LLC		00000	230089	INV	01/16/2024	440451	207671	209422	
1 A3031624 54160		CITY HA CS		UNIFORMS		149.97			
		Invoice Net				149.97			
1857 SAFETY WEARHOUSE, LLC		00000	230718	INV	01/16/2024	439867	207672	209423	
1 A3335124 54160		HI MS CS		UNIFORMS		179.97			
		Invoice Net				179.97			
1857 SAFETY WEARHOUSE, LLC		00000	230135	INV	01/16/2024	440149	207673	209424	
1 A3537114 54160		PK CAS CS		UNIFORMS		179.97			
		Invoice Net				179.97			
1857 SAFETY WEARHOUSE, LLC		00000	230126	INV	01/16/2024	440280	207674	209426	
1 G3638124 54160		SEWER PUCS		UNIFORMS		179.97			
		Invoice Net				179.97			
1857 SAFETY WEARHOUSE, LLC		00000	230788	INV	01/16/2024	440988	207675	209427	
1 A3335014 54160		STREETS CS		UNIFORMS		179.99			
		Invoice Net				179.99			
1857 SAFETY WEARHOUSE, LLC		00000	230717	INV	01/16/2024	439868	207676	209428	
1 A3335014 54160		STREETS CS		UNIFORMS		200.00			
		Invoice Net				200.00			
						CHECK TOTAL	1,179.86		-----
368 SARATOGA HOSPITAL		00000		INV	01/16/2024	207677	207677	209429	
1 A3031444 54725		ENGINEER C		SER CON EN		587.60			
		Invoice Net				587.60			
						CHECK TOTAL	587.60		-----
17 SARATOGA SPRINGS CSD		00003		INV	01/16/2024	003856	207679	209431	

1 A3335014 54180	STREETS CS	OTHER SUPP	161.91		
	Invoice Net		161.91		
17 SARATOGA SPRINGS CSD	00003	INV 01/16/2024	003857	207680	209432
1 A3335014 54180	STREETS CS	OTHER SUPP	9,720.42		
	Invoice Net		9,720.42		
		CHECK TOTAL		9,882.33	-----

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CASH ACCOUNT: A 1200 CASH

WARRANT: 23DEC4 01/17/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
378 SHERWIN WILLIAMS CO	00000	INV	01/16/2024	1656-1		207798	209552		
1 A3031444 54180	ENGINEER C	OTHER SUPP		304.24					
	Invoice Net			304.24					
		CHECK TOTAL		304.24					-----
743 SKIDMORE COLLEGE	00005	INV	01/16/2024	207682		207682	209434		
1 A3031444 54725	ENGINEER C	SER CON EN		150.00					
	Invoice Net			150.00					
		CHECK TOTAL		150.00					-----
799 SOMES UNIFORMS INC	00001	INV	01/16/2024	V186158		207683	209435		
1 A3143122 52620	POLICE EQ	POLICE EQU		1,314.00					
	Invoice Net			1,314.00					
		CHECK TOTAL		1,314.00					-----
407 STANLEY PAPER CO INC	00000	INV	01/16/2024	597726		207684	209436		
1 A3567194 54180 3000	ICE RIN CS	OTHER SUPP		1,416.50					
	Invoice Net			1,416.50					
		CHECK TOTAL		1,416.50					-----
2237 STAPLES BUSINESS ADVAN	00001	INV	01/16/2024	3555642321		207685	209437		
1 A3051414 54110	ACCT CS	OFFICE SUP		21.20					
	Invoice Net			21.20					
2237 STAPLES BUSINESS ADVAN	00001	INV	01/16/2024	3555642320		207686	209438		

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1	A3051414	54110	ACCT CS	OFFICE SUP	27.02			
			Invoice Net		27.02			
2237	STAPLES BUSINESS ADVAN	00001	INV	01/16/2024	3555219739	207687	209439	
1	A3517514	54110	HISTORI CS	OFFICE SUP	38.13			
2	A3011214	54110	MAY CONT S	OFFICE SUP	70.61			
			Invoice Net		108.74			
2237	STAPLES BUSINESS ADVAN	00001	INV	01/16/2024	3555520050	207688	209440	
1	A3011214	54110	MAY CONT S	OFFICE SUP	252.93			
			Invoice Net		252.93			
2237	STAPLES BUSINESS ADVAN	00001	INV	01/16/2024	3555642319	207689	209441	
1	A3051414	54110	ACCT CS	OFFICE SUP	335.00			
			Invoice Net		335.00			
2237	STAPLES BUSINESS ADVAN	00001	INV	01/16/2024	3555279591	207690	209442	
1	A3051414	54110	ACCT CS	OFFICE SUP	416.53			
			Invoice Net		416.53			
2237	STAPLES BUSINESS ADVAN	00001	INV	01/16/2024	3555589602	207691	209443	
1	A3051414	54110	ACCT CS	OFFICE SUP	416.53			
			Invoice Net		416.53			
2237	STAPLES BUSINESS ADVAN	00001	INV	01/16/2024	3555279592	207692	209444	
1	A3051414	54110	ACCT CS	OFFICE SUP	751.85			
			Invoice Net		751.85			
			CHECK TOTAL		2,329.80		-----	

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CASH ACCOUNT: A	1200	CASH	WARRANT: 23DEC4	01/17/2024				
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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
4888 STEWARTS SHOPS CORP.	00000	INV	01/16/2024	207693		207693	209445		
1 A3031444 54725	ENGINEER C	SER CON EN		492.05					
	Invoice Net			492.05					
		CHECK TOTAL		492.05			-----		
9251 THE MARIO CARDENAS GRO	00000	INV	01/16/2024	215805#1		207694	209446		
1 A3567174 54631	INDOOR REC	CONC EXPEN		44.47					

		Invoice Net		44.47		
9251 THE MARIO CARDENAS GRO	00000	INV 01/16/2024		215806#4	207695	209447
1 A3567154 54180	SUM REC CS	OTHER SUPP		291.85		
	Invoice Net			291.85		
		CHECK TOTAL		336.32		-----
430 TIMES UNION	00001	INV 01/16/2024		0004269694	207696	209448
1 A3051414 54490	ACCT CS	GEN ADVERT		87.93		
	Invoice Net			87.93		
430 TIMES UNION	00001	INV 01/16/2024		0004269764	207697	209449
1 A3051414 54490	ACCT CS	GEN ADVERT		118.44		
	Invoice Net			118.44		
430 TIMES UNION	00001	INV 01/16/2024		0004270967	207698	209450
1 A3051414 54490	ACCT CS	GEN ADVERT		125.52		
	Invoice Net			125.52		
430 TIMES UNION	00001	INV 01/16/2024		0004270928	207699	209451
1 A3051414 54490	ACCT CS	GEN ADVERT		90.36		
2 A3051414 54110	ACCT CS	OFFICE SUP		78.96		
	Invoice Net			169.32		
		CHECK TOTAL		501.21		-----
2858 DIG SAFELY NEW YORK IN	00001	INV 01/16/2024		231020142	207701	209453
1 A3335014 54180	STREETS CS	OTHER SUPP		198.51		
	Invoice Net			198.51		
		CHECK TOTAL		198.51		-----
1519 ULINE	00001	INV 01/16/2024		172076533	207702	209454
1 A3113624 54510	BUILD CS	REP MAN VE		100.18		
	Invoice Net			100.18		
		CHECK TOTAL		100.18		-----
3256 UNIFIRST CORPORATION	00000 230033	INV 01/16/2024		1110427169	207703	209455
1 A3031624 54180	CITY HA CS	OTHER SUPP		6.00		
	Invoice Net			6.00		
3256 UNIFIRST CORPORATION	00000 230033	INV 01/16/2024		1110434216	207704	209456
1 A3031624 54180	CITY HA CS	OTHER SUPP		6.00		
	Invoice Net			6.00		
3256 UNIFIRST CORPORATION	00000 230033	INV 01/16/2024		1110423752	207705	209457
1 A3567174 54610 3000	INDOOR REC	REP MAN BU		28.75		
	Invoice Net			28.75		

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CASH ACCOUNT: A 1200 CASH

WARRANT: 23DEC4 01/17/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
3256 UNIFIRST CORPORATION	00000	230033	INV	01/16/2024	1110427171	207706	209458		
1 A3567174 54610 3000	INDOOR REC	REP MAN BU			28.75				
	Invoice Net				28.75				
3256 UNIFIRST CORPORATION	00000	230033	INV	01/16/2024	1110431376	207707	209459		
1 A3567174 54610 3000	INDOOR REC	REP MAN BU			28.75				
	Invoice Net				28.75				
3256 UNIFIRST CORPORATION	00000	230033	INV	01/16/2024	1110433641	207708	209460		
1 A3031624 54180	CITY HA CS	OTHER SUPP			12.00				
2 A3031654 54160	GARAGE CS	UNIFORMS			30.25				
	Invoice Net				42.25				
3256 UNIFIRST CORPORATION	00000	230033	INV	01/16/2024	1110427174	207709	209461		
1 A3537114 54610	PK CAS CS	REP MAN BU			63.00				
	Invoice Net				63.00				
3256 UNIFIRST CORPORATION	00000	230033	INV	01/16/2024	1110434220	207710	209462		
1 A3537114 54610	PK CAS CS	REP MAN BU			63.00				
	Invoice Net				63.00				
3256 UNIFIRST CORPORATION	00000	230033	INV	01/16/2024	1110423750	207711	209463		
1 A3031624 54180	CITY HA CS	OTHER SUPP			24.46				
2 A3031624 54610	CITY HA CS	REP MAN BU			41.54				
	Invoice Net				66.00				
3256 UNIFIRST CORPORATION	00000	230033	INV	01/16/2024	111431374	207712	209464		
1 A3031624 54180	CITY HA CS	OTHER SUPP			66.00				
	Invoice Net				66.00				
					CHECK TOTAL	398.50		-----	
5493 V I ENTERPRISES LTD	00001		INV	01/16/2024	000367432	207714	209466		
1 A3335014 54180	STREETS CS	OTHER SUPP			1,415.78				
	Invoice Net				1,415.78				
					CHECK TOTAL	1,415.78		-----	
7528 VISA	00000		INV	01/16/2024	207715	207715	209467		
1 E3577164 54140	CCA CS	JANIT SUPP			23.97				
	Invoice Net				23.97				
					CHECK TOTAL	23.97		-----	
3346 W B MASON CO INC	00001		INV	01/16/2024	243519090	207720	209472		
1 A3051414 54110	ACCT CS	OFFICE SUP			19.95				
	Invoice Net				19.95				
3346 W B MASON CO INC	00001		INV	01/16/2024	243298122	207721	209473		

1 A3011424 54110	ATTY CON S	OFFICE SUP	24.95		
	Invoice Net		24.95		
3346 W B MASON CO INC	00001	INV 01/16/2024	243538324	207722	209474
1 A3021314 54110	COM FIN CS	OFFICE SUP	27.99		
	Invoice Net		27.99		
3346 W B MASON CO INC	00001	INV 01/16/2024	243366929	207723	209475
1 A3113624 54110	BUILD CS	OFFICE SUP	19.95		
2 A3618684 54110	PED CS	OFFICE SUP	19.95		
	Invoice Net		39.90		

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CASH ACCOUNT: A1200CASH

WARRANT: 23DEC401/17/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
3346 W B MASON CO INC	00001	INV	01/16/2024			243500154	207724	209476	
1 A3113624 54110	BUILD CS	OFFICE SUP				120.14			
	Invoice Net					120.14			
3346 W B MASON CO INC	00001	INV	01/16/2024			243106908	207725	209477	
1 A3618684 54110	PED CS	OFFICE SUP				140.33			
	Invoice Net					140.33			
		CHECK TOTAL				373.26			-----
453 WALLACE SUPPLY CO INC	00000	INV	01/16/2024			49017	207716	209468	
1 A3335014 54180	STREETS CS	OTHER SUPP				135.88			
	Invoice Net					135.88			
		CHECK TOTAL				135.88			-----
454 WALTONS SPORT SHOP	00000	INV	01/16/2024			15815	207717	209469	
1 A3567174 546823	INDOOR REC	SPORT SUPP				440.00			
	Invoice Net					440.00			
454 WALTONS SPORT SHOP	00000	INV	01/16/2024			15838	207718	209470	
1 A3567144 54758	REC EXP CS	RECSCHSPEC				529.20			
	Invoice Net					529.20			
		CHECK TOTAL				969.20			-----
9526 WANDERING FOOD DUDE	00000	INV	01/16/2024			207719	207719	209471	

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1	E3577164	54202	CCA CS	CLIENTEXPE	1,200.00				
			Invoice Net		1,200.00				
				CHECK TOTAL		1,200.00			-----
9487	WHITMOYER BUICK-CHEVRO	00000	230741	INV 01/16/2024	FGW7558	207728	209480		
1	A3143122	52400	POLICE EQ	VEHICLES	23,142.00				
			Invoice Net		23,142.00				
				CHECK TOTAL		23,142.00			-----
8162	WINSUPPLY OF SARATOGA	00000		INV 01/16/2024	20970 01	207729	209481		
1	A3031654	54180	GARAGE CS	OTHER SUPP	75.26				
			Invoice Net		75.26				
				CHECK TOTAL		75.26			-----
1973	WOLBERG ELECTRICAL SUP	00000		INV 01/16/2024	2641176	207730	209482		
1	A3335014	54180	STREETS CS	OTHER SUPP	6.67				
			Invoice Net		6.67				
1973	WOLBERG ELECTRICAL SUP	00000		INV 01/16/2024	2639731	207731	209483		
1	A3031644	54612	ARTSC CS	AC REP MAI	76.84				
			Invoice Net		76.84				
1973	WOLBERG ELECTRICAL SUP	00000		INV 01/16/2024	2639748	207732	209484		
1	A3031444	54180	ENGINEER C	OTHER SUPP	494.04				
			Invoice Net		494.04				
				CHECK TOTAL		577.55			-----

CASH ACCOUNT: A	1200	CASH	WARRANT: 23DEC4	01/17/2024
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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK

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204 INVOICES						WARRANT TOTAL	446,542.75	446,542.75	
						CASH ACCOUNT BALANCE		5,482.13	
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WARRANT: 23DEC4 01/17/2024

FUND ORG		ACCOUNT		AMOUNT	AVL B	BUDGET
A	A063	DPW USE OF MONEY & A	-06-3-0000-0-42411 -	RENTAL CASINO CITY HAL	500.00	.00
A	A3011214	MAYOR CONTRACTED S A	-30-1-1210-4-54110 -	OFFICE SUPPLIES	323.54	326.71
A	A3011214	MAYOR CONTRACTED S A	-30-1-1210-4-54573 -	RISK-SAFETY PROGRAMMIN	2,519.55	18,182.67
A	A3011424	CITY ATTORNEY CONT A	-30-1-1420-4-54110 -	OFFICE SUPPLIES	24.95	3.74
A	A3011424	CITY ATTORNEY CONT A	-30-1-1420-4-54720 -	SERVICE CONTRACTS - PR	6,948.00	27,977.32
A	A3021314	COMM FINANCE CONTR A	-30-2-1310-4-54110 -	OFFICE SUPPLIES	27.99	3,926.68
A	A3021314	COMM FINANCE CONTR A	-30-2-1310-4-54120 -	POSTAGE	28.75	1,388.86
A	A3021314	COMM FINANCE CONTR A	-30-2-1310-4-54720 -	SERVICE CONTRACTS - PR	1,500.00	2,747.00
A	A3021692	DATA PROCEESING NE A	-30-2-1681-2-52230 -	HARDWARE	5,869.91	4,331.22
A	A3021692	DATA PROCEESING NE A	-30-2-1681-2-52600 -	SOFTWARE	178.30	8,597.22
A	A3021694	DATA PRCESSING NET A	-30-2-1681-4-54220 -	TRAVEL	153.93	.00
A	A3021694	DATA PRCESSING NET A	-30-2-1681-4-54720 -	SERVICE CONTRACTS - PR	998.88	45,093.15
A	A3031444	CITY ENGINEER'S OF A	-30-3-1440-4-54180 -	OTHER SUPPLIES	908.27	5,843.87
A	A3031444	CITY ENGINEER'S OF A	-30-3-1440-4-54725 -	SERVICE CONTRACTS ENGI	8,850.45	19,391.56
A	A3031624	CITY HALL CS	A -30-3-1620-4-54160 -	UNIFORMS	149.97	223.01
A	A3031624	CITY HALL CS	A -30-3-1620-4-54180 -	OTHER SUPPLIES	2,248.28	6,571.95
A	A3031624	CITY HALL CS	A -30-3-1620-4-54610 -	REPAIRS & MAINTENANCE	41.54	207.27
A	A3031644	ARTS CENTER CS	A -30-3-1622-4-54612 -	ARTS CENTER REPAIRS &	76.84	508.39
A	A3031652	CITY GARAGE EQ & C A	-30-3-1623-2-52300 -	MISCELLANEOUS EQUIPMEN	1,763.71	.00
A	A3031654	CITY GARAGE CS	A -30-3-1623-4-54160 -	UNIFORMS	30.25	387.14
A	A3031654	CITY GARAGE CS	A -30-3-1623-4-54180 -	OTHER SUPPLIES	5,175.95	6,698.03
A	A3051414	COMM OF ACCOUNTS C A	-30-5-1410-4-54110 -	OFFICE SUPPLIES	3,902.45	4,882.41
A	A3051414	COMM OF ACCOUNTS C A	-30-5-1410-4-54490 -	GENERAL ADVERTISING	422.25	20.34
A	A3113624	BUILDING DEPARTMEN A	-31-1-3620-4-54110 -	OFFICE SUPPLIES	140.09	338.60
A	A3113624	BUILDING DEPARTMEN A	-31-1-3620-4-54510 -	REPAIRS & MAINTENANCE	100.18	246.71
A	A3143022	PUBLIC SAFETY NETW A	-31-4-3020-2-52230 -	HARDWARE	5,930.47	929.92
A	A3143122	POLICE DEPARTMENT A	-31-4-3120-2-52206 -	WEAPONS	18,052.63	277.27
A	A3143122	POLICE DEPARTMENT A	-31-4-3120-2-52400 -	VEHICLES	23,142.00	3,900.00
A	A3143122	POLICE DEPARTMENT A	-31-4-3120-2-52620 -	POLICE EQUIPMENT	1,975.15	9,904.30
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54189 -	AMMUNITION	2,997.00	2,085.24
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54510 -	REPAIRS & MAINTENANCE	2,906.01	1,493.87
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54570 -	TRAINING	264.00	3,118.63
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54720 -	SERVICE CONTRACTS - PR	371.30	3,261.73
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54740 -	SERVICE CONTRACTS - EQ	31.10	962.02
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54850 -	MEALS PRISONERS	152.41	20.65
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54971 -	TUITION REIMBURSEMENT	3,042.66	9,765.81
A	A3143314	TRAFFIC CONTROL CS A	-31-4-3310-4-54510 -	REPAIRS & MAINTENANCE	16.60	1,803.19

A	A3143334	STOP DWI CS	A	-31-4-3311-4-54180	-	OTHER SUPPLIES	115.00	121.00
A	A3143412	FIRE DEPARTMENT EQ	A	-31-4-3410-2-52610	-	FIREFIGHTERS EQUIPMENT	1,980.00	.00
A	A3143414	FIRE DEPARTMENT CS	A	-31-4-3410-4-54220	-	TRAVEL	130.06	945.79
A	A3143414	FIRE DEPARTMENT CS	A	-31-4-3410-4-54510	-	REPAIRS & MAINTENANCE	209.02	1,451.89
A	A3143414	FIRE DEPARTMENT CS	A	-31-4-3410-4-54650	-	UTILITIES	360.34	5,451.24
A	A3143414	FIRE DEPARTMENT CS	A	-31-4-3410-4-54720	-	SERVICE CONTRACTS - PR	3,291.10	16,707.75
A	A3143634	AMBULANCE	A	-31-4-3625-4-54747	-	AMBULANCE BILLING CONT	44,734.50	16,096.54
A	A3335012	STREETS EQ CAPITAL	A	-33-3-5010-2-52300	-	MISCELLANEOUS EQUIPMEN	10,335.28	4,654.62
A	A3335012	STREETS EQ CAPITAL	A	-33-3-5010-2-52400	-	VEHICLES	119,345.50	52,929.50
A	A3335014	STREETS CS	A	-33-3-5010-4-54100	-	RUBBLE BLACKTOP STONE	91.91	3,227.95
A	A3335014	STREETS CS	A	-33-3-5010-4-54101	-	CONCRETE	758.00	7,999.39
A	A3335014	STREETS CS	A	-33-3-5010-4-54160	-	UNIFORMS	529.98	387.43

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WARRANT: 23DEC4 01/17/2024

FUND	ORG	ACCOUNT					AMOUNT	AVLB	BUDGET

A	A3335014	STREETS CS	A	-33-3-5010-4-54180	-	OTHER SUPPLIES	17,822.42	6,945.48	
A	A3335014	STREETS CS	A	-33-3-5010-4-54510	-	REPAIRS & MAINTENANCE	6,252.07	6,115.36	
A	A3335014	STREETS CS	A	-33-3-5010-4-54740	-	SERVICE CONTRACTS - EQ	481.78	136.85	
A	A3335124	HIGHWAY MISCELLANE	A	-33-3-5111-4-54160	-	UNIFORMS	179.97	263.37	
A	A3335124	HIGHWAY MISCELLANE	A	-33-3-5111-4-54400	-	SALT & SAND	14,499.56	.00	
A	A3517514	CITY HISTORIAN CS	A	-35-1-7510-4-54110	-	OFFICE SUPPLIES	38.13	32.48	
A	A3537114	PARK & CASINO CS	A	-35-3-7110-4-54160	-	UNIFORMS	179.97	389.38	
A	A3537114	PARK & CASINO CS	A	-35-3-7110-4-54610	-	REPAIRS & MAINTENANCE	126.00	90.84	
A	A3567142	RECREATION EXPENSE	A	-35-6-7140-2-52300	-3000	MISCELLANEOUS EQUIPMEN	1,871.22	.00	
A	A3567144	RECREATION EXPENSE	A	-35-6-7140-4-54758	-	RECREATION SCHOOL CON	10,455.70	4,842.23	
A	A3567152	SUMMER RECREATION	A	-35-6-7150-2-52200	-	OFFICE EQUIPMENT	2,238.20	1,561.80	
A	A3567154	SUMMER REC PROG CS	A	-35-6-7150-4-54180	-	OTHER SUPPLIES	291.85	4,163.12	
A	A3567174	INDOOR RECREATION	A	-35-6-7171-4-54170	-6016	SPORTS SUPPLIES	490.00	582.39	
A	A3567174	INDOOR RECREATION	A	-35-6-7171-4-54610	-3000	REPAIRS & MAINTENANCE	86.25	1,811.38	
A	A3567174	INDOOR RECREATION	A	-35-6-7171-4-54631	-	CONCESSION EXPENSE	279.50	811.25	
A	A3567174	INDOOR RECREATION	A	-35-6-7171-4-546823	-	SPORT SUPPLIES	440.00	72.28	
A	A3567194	ICE RINKS CS	A	-35-6-7181-4-54170	-	SPORTS SUPPLIES	84.48	3,435.43	
A	A3567194	ICE RINKS CS	A	-35-6-7181-4-54180	-3000	OTHER SUPPLIES	1,672.83	4,329.61	
A	A3567194	ICE RINKS CS	A	-35-6-7181-4-54720	-3000	SERVICE CONTRACTS - PR	640.00	764.50	
A	A3618684	PLANNING AND ECON	A	-36-1-8687-4-54110	-	OFFICE SUPPLIES	160.28	66.37	

A	A3638144	STORM WATER CARRIE A	-36-3-8140-4-54708 -	LAB TESTING	1,352.00	.00
A	A3638184	TRANSFER STATION C A	-36-3-8180-4-54510 -	REPAIRS & MAINTENANCE	120.00	250.00
A	A3638184	TRANSFER STATION C A	-36-3-8180-4-54521 -	TIPPING FEES	9,388.80	.00
A	A3638184	TRANSFER STATION C A	-36-3-8180-4-54530 -	EQUIPMENT & VEHICLE RE	800.00	.00
A	A3638184	TRANSFER STATION C A	-36-3-8180-4-54700 -	TRANSPORTATION	3,420.00	.00
A	A3638184	TRANSFER STATION C A	-36-3-8180-4-54720 -	SERVICE CONTRACTS - PR	6,202.00	2,761.89
A	A3638562	TREES EQ CAPITAL O A	-36-3-8560-2-52300 -	MISCELLANEOUS EQUIPMEN	180.53	150.09

FUND TOTAL 363,399.59

CASH ACCOUNT A 1200 BALANCE 5,482.13

E	E3475654	OFF STREET PARKING E	-34-7-5650-4-54720 -	SERVICE CONTRACTS - PR	5,406.25	530.00
E	E3577164	CITY CENTER AUTHOR E	-35-7-7160-4-54140 -	JANITORIAL SUPPLIES	23.97	910.94
E	E3577164	CITY CENTER AUTHOR E	-35-7-7160-4-54202 -	CLIENT EXPENSES	1,856.72	144.16
E	E3577164	CITY CENTER AUTHOR E	-35-7-7160-4-54720 -	SERVICE CONTRACTS - PR	1,978.13	915.95

FUND TOTAL 9,265.07

CASH ACCOUNT A 1200 BALANCE 5,482.13

F	F3638334	WATER TREATMNET PL F	-36-3-8330-4-54230 -	DUES	110.00	290.00
F	F3638334	WATER TREATMNET PL F	-36-3-8330-4-54708 -	LAB TESTING	23.00	1,240.39
F	F3638342	METERS EQ CAP OUTL F	-36-3-8340-2-52400 -	VEHICLES	12,500.00	.00
F	F3638344	METERS CS F	-36-3-8340-4-54180 -	OTHER SUPPLIES	20.11	22.84
F	F3638344	METERS CS F	-36-3-8340-4-54510 -	REPAIRS & MAINTENANCE	577.94	798.15
F	F3638352	WATER MAINTENANCE F	-36-3-8341-2-52300 -	MISCELLANEOUS EQUIPMEN	1,300.00	.00
F	F3638354	WATER MAINTENANCE F	-36-3-8341-4-54100 -	RUBBLE BLACKTOP STONE	420.86	600.00
F	F3638354	WATER MAINTENANCE F	-36-3-8341-4-54180 -	OTHER SUPPLIES	898.00	11.76

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FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET
F	F3638354	WATER MAINTENANCE F -36-3-8341-4-54510 -	REPAIRS & MAINTENANCE 8.30	14.99
F	F3638354	WATER MAINTENANCE F -36-3-8341-4-54530 -	EQUIPMENT & VEHICLE RE 132.50	1,500.00

CASH ACCOUNT A 1200					BALANCE	5,482.13	FUND TOTAL		15,990.71	
G	G3638112	SEWER ADMINISTRATI	G	-36-3-8110-2-52400	-		VEHICLES	12,500.00		.00
G	G3638122	SEWER PUMPING EQ	C G	-36-3-8120-2-52300	-		MISCELLANEOUS EQUIPMEN	6,904.72		.03
G	G3638124	SEWER PUMPING CS	G	-36-3-8120-4-54160	-		UNIFORMS	179.97		145.09
G	G3638124	SEWER PUMPING CS	G	-36-3-8120-4-54331	-		REPAIRS & MAINTENANCE	8,130.00		272.75

							FUND TOTAL	27,714.69		
CASH ACCOUNT A 1200					BALANCE	5,482.13				
H	H3146952	CAPITAL PROJECTS	H	-31-4-6950-2-52000	-1217		CAPITAL PROJECT OUTLAY	8,172.69		16,416.37

							FUND TOTAL	8,172.69		
CASH ACCOUNT A 1200					BALANCE	5,482.13				
Y	Y3618664	REHAB CS	Y	-36-1-8668-4-54992	-507		REHABILITATION 43 ALLE	22,000.00		-88,000.00

							FUND TOTAL	22,000.00		
CASH ACCOUNT A 1200					BALANCE	5,482.13				
=====										
WARRANT SUMMARY TOTAL								446,542.75		
=====										
GRAND TOTAL								446,542.75		
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VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209259	8027	3 RINGS PTS, LLC	207514	230003	INV	01/16/2024	1,918.13	12/31/2023
209260	8027	3 RINGS PTS, LLC	207515	230003	INV	01/16/2024	2,800.00	12/30/2023
209262	8937	269 BROADWAY LLC	207517		INV	01/16/2024	750.00	ESCROW REFUND
209263	8883	ACCESS TECHNOLOGY INTEGRATION	207518		INV	01/16/2024	2,006.25	12/05/2023
209264	4140	ACCURATE PEST CONTROL	207519		INV	01/16/2024	60.00	100007
209265	2785	ADIRONDACK TIRE CORP	207520	230057	INV	01/16/2024	1,297.94	S1100
209266	7276	ADVANCED ELECTRONIC DESIGN, INC.	207521	230434	INV	01/16/2024	2,474.47	QUO-9969
209267	5400	AIRGAS EAST	207522		INV	01/16/2024	500.14	4218081
209268	31	ALLERDICE BUILDING SUPPLY	207523		INV	01/16/2024	5.93	271
209269	31	ALLERDICE BUILDING SUPPLY	207524		INV	01/16/2024	8.09	271
209270	31	ALLERDICE BUILDING SUPPLY	207525		INV	01/16/2024	17.99	271
209271	31	ALLERDICE BUILDING SUPPLY	207526		INV	01/16/2024	20.11	271
209272	31	ALLERDICE BUILDING SUPPLY	207527		INV	01/16/2024	24.74	271
209273	31	ALLERDICE BUILDING SUPPLY	207528		INV	01/16/2024	32.98	271
209274	31	ALLERDICE BUILDING SUPPLY	207529		INV	01/16/2024	44.82	271
209275	31	ALLERDICE BUILDING SUPPLY	207530		INV	01/16/2024	107.05	271
209276	31	ALLERDICE BUILDING SUPPLY	207531		INV	01/16/2024	179.98	271
209277	31	ALLERDICE BUILDING SUPPLY	207532		INV	01/16/2024	247.17	271

209278	7550 AMAZON CAPITAL SERVICES, INC.	207533	INV	01/16/2024	1,111.25	A272JK82AK683L
209279	7550 AMAZON CAPITAL SERVICES, INC.	207534	INV	01/16/2024	1,196.22	A1VOYW9N1NCU0Y
209280	7550 AMAZON CAPITAL SERVICES, INC.	207535	INV	01/16/2024	2,138.16	A272JK82AK683L
209281	7550 AMAZON CAPITAL SERVICES, INC.	207536	INV	01/16/2024	35.48	A1JG81JDNH70IM
209282	7550 AMAZON CAPITAL SERVICES, INC.	207537	INV	01/16/2024	39.58	A1JG81JDNH70IM
209283	7550 AMAZON CAPITAL SERVICES, INC.	207538	INV	01/16/2024	79.99	A1JG81JDNH70IM
209284	7550 AMAZON CAPITAL SERVICES, INC.	207539	INV	01/16/2024	100.04	A272JK82AK683L

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VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT

209285	7550	AMAZON CAPITAL SERVICES, INC.	207540		INV	01/16/2024	109.65	A272AK82AK683L
209286	7550	AMAZON CAPITAL SERVICES, INC.	207541		INV	01/16/2024	123.68	A1JG81JDNH70IM
209287	7550	AMAZON CAPITAL SERVICES, INC.	207542		INV	01/16/2024	149.33	A1JG81JDNH70IM
209288	7550	AMAZON CAPITAL SERVICES, INC.	207543		INV	01/16/2024	189.98	A1JG81DNH70IM
209289	7550	AMAZON CAPITAL SERVICES, INC.	207544		INV	01/16/2024	280.00	A272JK82AK683L
209290	7550	AMAZON CAPITAL SERVICES, INC.	207545		INV	01/16/2024	358.98	A272JK82AK683L
209291	7550	AMAZON CAPITAL SERVICES, INC.	207546		INV	01/16/2024	551.67	A1JG81JDNH70IM
209292	7550	AMAZON CAPITAL SERVICES, INC.	207547		INV	01/16/2024	611.70	A1JG81JDNH70IM
209293	47	AMCHAR WHOLESALE INC	207548	230697	INV	01/16/2024	2,997.00	S41800

209295	47 AMCHAR WHOLESALE INC	207550	230661	INV	01/16/2024	18,052.63	01097815
209296	53 AMERICAN RED CROSS	207551		INV	01/16/2024	264.00	P0024597
209297	2013 AMERICAN ROCK SALT CO LLC	207552	230673	INV	01/16/2024	14,499.56	007706-00
209298	1626 ANW HOLDINGS INC	207553		INV	01/16/2024	80.00	ESCROW REFUND
209299	5520 ARMORY ASSOCIATES, LLC	207554	230224	INV	01/16/2024	1,500.00	12/31/2023
209300	4985 AXON ENTERPRISE, INC.	207555		INV	01/16/2024	209.84	INUS214626
209301	86 B LANN EQUIPMENT CO INC	207556		INV	01/16/2024	244.65	00012640
209302	86 B LANN EQUIPMENT CO INC	207557		INV	01/16/2024	293.10	00012640
209303	113 BARTON & LOGUIDICE D.P.C.	207558	230039	INV	01/16/2024	1,600.00	539.066.023
209304	113 BARTON & LOGUIDICE D.P.C.	207559	230654	INV	01/16/2024	3,888.75	539.070.001
209305	113 BARTON & LOGUIDICE D.P.C.	207560	230654	INV	01/16/2024	438.75	539.070.001
209306	8694 BEACON COMMUNITES LLC	207561		INV	01/16/2024	541.30	ESCROW REFUND
209307	7435 BELMONTE & SON	207562		INV	01/16/2024	216.72	R-009489
209308	4542 BOUND TREE MEDICAL LLC	207563		INV	01/16/2024	3,291.10	205698
209310	7426 BPI MECHANICAL SERVICE INC.	207564	230012	INV	01/16/2024	140.00	SARATOGA, CITY OF

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VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT COMMENT

209311	7426	BPI MECHANICAL SERVICE INC.	207565	230022	INV	01/16/2024	185.00 SARATOGA, CITY OF

209313	7426 BPI MECHANICAL SERVICE INC.	207567	230022	INV	01/16/2024	455.00 SARATOGA, CITY OF
209314	9524 C. BASIL FORD INC.	207568		INV	01/16/2024	48,099.00 QJ342
209315	9524 C. BASIL FORD INC.	207569		INV	01/16/2024	52,169.00 QJ342
209316	2948 CDW GOVERNMENT INC	207570	230706	INV	01/16/2024	6,172.76 6731216
209317	2948 CDW GOVERNMENT INC	207571	230705	INV	01/16/2024	129.44 NK13309
209319	5853 CONFIDATA	207573		INV	01/16/2024	54.00 CITYSARATO
209320	9115 CONIFER REALTY, LLC	207574		INV	01/16/2024	500.00 ESCROW REFUND
209321	1155 COUNTY WASTE-CLIFTON PARK	207575	230041	INV	01/16/2024	6,190.20 6910-18324018
209322	1155 COUNTY WASTE-CLIFTON PARK	207576	230827	INV	01/16/2024	400.00 6910-18324018
209323	1155 COUNTY WASTE-CLIFTON PARK	207577	230041	INV	01/16/2024	6,618.60 6910-18324018
209324	1155 COUNTY WASTE-CLIFTON PARK	207578	230827	INV	01/16/2024	400.00 6910-18324018
209325	1155 COUNTY WASTE & RECYCLING SERVICE	207579		INV	01/16/2024	179.00 6910-18297756-001
209326	1155 COUNTY WASTE & RECYCLING SERVICE	207580		INV	01/16/2024	181.34 6910-18297756-001
209327	1155 COUNTY WASTE & RECYCLING SERVICE	207581	220598	INV	01/16/2024	783.92 6910-18338260
209328	137 C T MALE ASSOCIATES PC	207582	230042	INV	01/16/2024	4,602.00 08.8149
209329	2343 D & W DIESEL INC	207583		INV	01/16/2024	1,255.28 905381
209330	9178 SEAN DAUGHERTY	207584		INV	01/16/2024	75.33 MILEAGE
209331	9178 SEAN DAUGHERTY	207585		INV	01/16/2024	78.60 MILEAGE
209332	2450 DELL MKTG LP	207586		INV	01/16/2024	3,456.00 3404596
209333	2450 DELL MARKETING LP	207587		INV	01/16/2024	4,673.69 16867341
209334	6464 DREAMSLEEP MATTRESS OUTLET	207588	230779	INV	01/16/2024	1,980.00 MATTRESS FOR SSFD
209335	8959 DRISCOLL ROAD, LLC	207589		INV	01/16/2024	490.70 ESCROW REFUND
209336	9389 DRYFIREMAG, LLC	207590	230902	INV	01/16/2024	661.15 12/28/2023
209337	2196 DUNKIN DONUTS	207591		INV	01/16/2024	201.48 SSPD

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VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209338	4687	EMERICH SALES & SERVICE	207592		INV	01/16/2024	120.46	3084
209339	4687	EMERICH SALES & SERVICE	207593		INV	01/16/2024	394.98	3084
209340	4704	STEPHEN ETHIER	207594		INV	01/16/2024	440.00	ESCROW REFUND
209341	3249	TOLLS BY MAIL	207595		INV	01/16/2024	22.38	11/27/2023
209342	3249	TOLLS BY MAIL	207596		INV	01/16/2024	130.06	18004747147
209343	5084	FERGUSON WATERWORKS #576	207597	230592	INV	01/16/2024	132.50	14480
209344	1	COMMISSIONER OF FINANCE	207598		INV	01/16/2024	28.75	C. PETERSEN
209345	1	COMMISSIONER OF FINANCE	207599		INV	01/16/2024	440.00	12/31/2023
209346	9445	JILL FISHON-KOVACHICK	207600		INV	01/16/2024	3,500.00	DECORATIVE CYLINDER
209347	9227	FLEET PUMP & SERVICE GROUP, INC.	207601	230532	INV	01/16/2024	8,130.00	C-02241
209348	9227	FLEET PUMP & SERVICE GROUP, INC.	207602		INV	01/16/2024	964.00	C-02241
209349	7599	FOXIT SOFTWARE INC.	207603	230747	INV	01/16/2024	178.30	01/03/2024
209350	7599	FOXIT SOFTWARE INC.	207604	230780	INV	01/16/2024	298.88	01/03/2024
209351	3084	F W WEBB COMPANY	207605		INV	01/16/2024	92.96	57289
209352	2421	G A BOVE & SONS INC	207606		INV	01/16/2024	70.75	1003133
209354	8096	GRANICUS, LLC	207608		INV	01/16/2024	700.00	01/01/2024

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209355	7144 HABITAT FOR HUMANITY OF NORTHERN SAR	207609	INV	01/16/2024	22,000.00	CDBG 0010-1 & 2
209358	211 HILL & MARKES INC	207611	INV	01/16/2024	285.40	7694
209359	211 HILL & MARKES INC	207612	INV	01/16/2024	345.93	7694
209360	205 HIRAM HOLLOW REGENERATION CORP	207613	INV	01/16/2024	107.47	90-00047-2
209361	7831 H L GAGE SALES INC	207614	230493 INV	01/16/2024	481.78	11534
209362	2439 HOME DEPOT/MAINTENANCE WAREHOUSE	207615	INV	01/16/2024	15.55	6035322504016258
209363	2439 HOME DEPOT/MAINTENANCE WAREHOUSE	207616	INV	01/16/2024	52.66	6035322504016258
209364	2439 HOME DEPOT PRO	207617	INV	01/16/2024	119.75	6035322504016258

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VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209365	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	207618		INV	01/16/2024	240.78	6035322504016258
209366	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	207619		INV	01/16/2024	318.51	6035322504016258
209367	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	207620		INV	01/16/2024	389.82	6035322504016258
209368	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	207621		INV	01/16/2024	416.05	6035322504016258
209369	218	INTOXIMETERS INC	207622		INV	01/16/2024	115.00	C000NYSAR1
209371	5966	JOE JOHNSON EQUIPMENT LLC	207624	230775	INV	01/16/2024	399.78	SARAT001
209372	9334	JOINTA LIME CO.	207625		INV	01/16/2024	9,926.50	10/16/2023
209373	3157	KINSLEY POWER SYSTEMS	207626	230671	INV	01/16/2024	17,240.00	SARACI

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209374	9513 LAMARCHE SAFRANKO LAW PLCC	207627		INV	01/16/2024	6,000.00	7596-0623
209375	8462 LARKIN HOSPITALITY	207628		INV	01/16/2024	491.30	ESCROW REFUND
209376	9246 LIPPES MATHIAS LLP	207629		INV	01/16/2024	948.00	19227-00001
209377	8168 MAG AUTOMOTIVE HOLDINGS OF SARATOGA,	207630		INV	01/16/2024	44,077.50	5873550
209378	8168 MAG AUTOMOTIVE HOLDINGS OF SARATOGA,	207631		INV	01/16/2024	318.90	5873550
209379	290 JOSEPH P MANGIONE, INC LOCKSMITH	207632		INV	01/16/2024	7.84	COS101
209380	8107 ANGELA MCGOVERN	207633		INV	01/16/2024	3,042.66	TUITION
209381	9400 MICHAEL BILLOK	207634		INV	01/16/2024	500.00	CASINO REFUND
209382	386 SOUTHWORTH-MILTON INC	207635	230591	INV	01/16/2024	193.60	6017550
209385	4678 MOHAWK ARMY & NAVY	207638	230078	INV	01/16/2024	149.99	BOOTS/MCCORMICK
209388	3579 MSDS ONLINE	207641		INV	01/16/2024	2,519.55	09/04/2023
209389	6306 MULTIMED BILLING SERVICE	207642		INV	01/16/2024	44,734.50	SSFD
209390	5237 NAPA AUTO PARTS	207643	230029	INV	01/16/2024	1,015.62	4305
209391	5237 NAPA AUTO PARTS	207644	230430	INV	01/16/2024	3,109.25	4310
209392	5237 NAPA AUTO PARTS	207645	230029	INV	01/16/2024	4.44	4305
209394	5237 NAPA AUTO PARTS	207646	230029	INV	01/16/2024	19.43	4305
209395	5237 NAPA AUTO PARTS	207647	230029	INV	01/16/2024	165.71	4305

WARRANT: 23DEC4 01/17/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT

209396	5237 NAPA AUTO PARTS	207648	230029	INV	01/16/2024	206.99	4305
209397	5237 NAPA AUTO PARTS	207649	230029	INV	01/16/2024	213.10	4305
209398	5237 NAPA AUTO PARTS	207650	230029	INV	01/16/2024	353.38	4305
209399	5237 NAPA AUTO PARTS	207651	230029	INV	01/16/2024	519.26	4305
209401	319 NATIONAL GRID	207652		INV	01/16/2024	1,086.57	16662-09026
209402	9183 NATIONAL TRENCH SAFETY	207653		INV	01/16/2024	4,380.00	2380
209403	1903 NYS DEPT ENVIRONMENTAL CONSERVATION	207654		INV	01/16/2024	110.00	64278
209404	6625 OPUS INSPECTION, INC	207655		INV	01/16/2024	4,995.00	7011722
209405	9131 PACE ANALYTICAL SERVICES, LLC	207656	230364	INV	01/16/2024	25.00	43-300427
209407	9131 PACE ANALYTICAL SERVICES, LLC	207657	230364	INV	01/16/2024	102.00	43-300427
209408	9131 PACE ANALYTICAL SERVICES, LLC	207658	230364	INV	01/16/2024	175.00	43-300427
209409	9131 PACE ANALYTICAL SERVICES, LLC	207659	230364	INV	01/16/2024	185.00	43-300427
209410	9131 PACE ANALYTICAL SERVICES, LLC	207660	230364	INV	01/16/2024	888.00	43-300427
209411	327 PALLETTE STONE CORP	207661	230222	INV	01/16/2024	91.91	19018
209412	327 PALLETTE STONE CORP	207662	230222	INV	01/16/2024	420.86	19018
209413	327 PALLETTE STONE CORP	207663	230725	INV	01/16/2024	758.00	19018
209414	6853 AARON PERKINS	207664		INV	01/16/2024	3.49	REIMBURSEMENT
209415	8422 PICKLEBALLCENTRAL	207665	230816	INV	01/16/2024	490.00	12/22/2023
209416	7753 STEPHEN PORTO	207666		INV	01/16/2024	101.08	REIMBURSEMENT
209417	7753 STEPHEN PORTO	207667		INV	01/16/2024	133.95	REIMBURSEMENT
209418	3171 JILL RAMOS	207668		INV	01/16/2024	84.48	REIMBURSEMENT
209420	6071 RICK RAGS	207669		INV	01/16/2024	298.00	12/21/2023
209421	1857 SAFETY WEARHOUSE, LLC	207670		INV	01/16/2024	109.99	1036
209422	1857 SAFETY WEARHOUSE, LLC	207671	230089	INV	01/16/2024	149.97	PANTS/BREWER

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WARRANT: 23DEC4 01/17/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209423	1857	SAFETY WEARHOUSE, LLC	207672	230718	INV	01/16/2024	179.97	PANTS/BROWN
209424	1857	SAFETY WEARHOUSE, LLC	207673	230135	INV	01/16/2024	179.97	PANTS/MICHAUD
209426	1857	SAFETY WEARHOUSE, LLC	207674	230126	INV	01/16/2024	179.97	PANTS/GREGORY
209427	1857	SAFETY WEARHOUSE, LLC	207675	230788	INV	01/16/2024	179.99	BOOTS/PODOLEC
209428	1857	SAFETY WEARHOUSE, LLC	207676	230717	INV	01/16/2024	200.00	BOOTS/BROWN
209429	368	SARATOGA HOSPITAL	207677		INV	01/16/2024	587.60	ESCROW REFUND
209431	17	SARATOGA SPRINGS CSD	207679		INV	01/16/2024	161.91	166.30-1-1.2
209432	17	SARATOGA SPRINGS CSD	207680		INV	01/16/2024	9,720.42	166.30-1-2
209434	743	SKIDMORE COLLEGE	207682		INV	01/16/2024	150.00	ESCROW REFUND
209435	799	SOMES UNIFORMS INC	207683		INV	01/16/2024	1,314.00	403521
209436	407	STANLEY PAPER CO INC	207684		INV	01/16/2024	1,416.50	12/21/2023
209437	2237	STAPLES BUSINESS ADVANTAGE	207685		INV	01/16/2024	21.20	1005296
209438	2237	STAPLES BUSINESS ADVANTAGE	207686		INV	01/16/2024	27.02	1005296
209439	2237	STAPLES BUSINESS ADVANTAGE	207687		INV	01/16/2024	108.74	1005296
209440	2237	STAPLES BUSINESS ADVANTAGE	207688		INV	01/16/2024	252.93	1005296
209441	2237	STAPLES BUSINESS ADVANTAGE	207689		INV	01/16/2024	335.00	1005296

209442	2237 STAPLES BUSINESS ADVANTAGE	207690	INV	01/16/2024	416.53	1005296
209443	2237 STAPLES BUSINESS ADVANTAGE	207691	INV	01/16/2024	416.53	1005296
209444	2237 STAPLES BUSINESS ADVANTAGE	207692	INV	01/16/2024	751.85	1005296
209445	4888 STEWARTS SHOPS CORP.	207693	INV	01/16/2024	492.05	ESCROW REFUND
209446	9251 THE MARIO CARDENAS GROUP LLC	207694	INV	01/16/2024	44.47	12/16/2023
209447	9251 THE MARIO CARDENAS GROUP LLC	207695	INV	01/16/2024	291.85	12/16/2023
209448	430 TIMES UNION	207696	INV	01/16/2024	87.93	0004269137
209449	430 TIMES UNION	207697	INV	01/16/2024	118.44	0004269148
209450	430 TIMES UNION	207698	INV	01/16/2024	125.52	0004270350

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WARRANT: 23DEC4 01/17/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT

209451	430	TIMES UNION	207699		INV	01/16/2024	169.32	0004271094
209453	2858	DIG SAFELY NEW YORK INC (UFPO)	207701		INV	01/16/2024	198.51	12/31/2023
209454	1519	ULINE	207702		INV	01/16/2024	100.18	24345285
209455	3256	UNIFIRST CORPORATION	207703	230033	INV	01/16/2024	6.00	1269238
209456	3256	UNIFIRST CORPORATION	207704	230033	INV	01/16/2024	6.00	1269238
209457	3256	UNIFIRST CORPORATION	207705	230033	INV	01/16/2024	28.75	1270252
209458	3256	UNIFIRST CORPORATION	207706	230033	INV	01/16/2024	28.75	1270252

209459	3256 UNIFIRST CORPORATION	207707	230033	INV	01/16/2024	28.75	1270252
209460	3256 UNIFIRST CORPORATION	207708	230033	INV	01/16/2024	42.25	1269238
209461	3256 UNIFIRST CORPORATION	207709	230033	INV	01/16/2024	63.00	1270249
209462	3256 UNIFIRST CORPORATION	207710	230033	INV	01/16/2024	63.00	1270249
209463	3256 UNIFIRST CORPORATION	207711	230033	INV	01/16/2024	66.00	12740241,1269238
209464	3256 UNIFIRST CORPORATION	207712	230033	INV	01/16/2024	66.00	1269238
209466	5493 V I ENTERPRISES LTD	207714		INV	01/16/2024	1,415.78	1840
209467	7528 VISA	207715		INV	01/16/2024	23.97	4121265990223856
209468	453 WALLACE SUPPLY CO INC	207716		INV	01/16/2024	135.88	SAR100-7700
209469	454 WALTONS SPORT SHOP	207717		INV	01/16/2024	440.00	12/13/2023
209470	454 WALTONS SPORT SHOP	207718		INV	01/16/2024	529.20	12/22/2023
209471	9526 WANDERING FOOD DUDE	207719		INV	01/16/2024	1,200.00	CITY CENTER NYE
209472	3346 W B MASON CO INC	207720		INV	01/16/2024	19.95	C2650013
209473	3346 W B MASON CO INC	207721		INV	01/16/2024	24.95	C1067550
209474	3346 W B MASON CO INC	207722		INV	01/16/2024	27.99	C1067550
209475	3346 W B MASON CO INC	207723		INV	01/16/2024	39.90	C2650013
209476	3346 W B MASON CO INC	207724		INV	01/16/2024	120.14	C1067550

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WARRANT: 23DEC4 01/17/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209477	3346 W B MASON CO INC		207725		INV	01/16/2024	140.33	243143884
209480	9487 WHITMOYER BUICK-CHEVROLET, INC.		207728	230741	INV	01/16/2024	23,142.00	2023 CHEVY MALIBU
209481	8162 WINSUPPLY OF SARATOGA SPRINGS, NY CO		207729		INV	01/16/2024	75.26	00595-023329
209482	1973 WOLBERG ELECTRICAL SUPPLY CO INC		207730		INV	01/16/2024	6.67	13696
209483	1973 WOLBERG ELECTRICAL SUPPLY CO INC		207731		INV	01/16/2024	76.84	13696
209484	1973 WOLBERG ELECTRICAL SUPPLY CO INC		207732		INV	01/16/2024	494.04	13696
209485	8027 3 RINGS PTS, LLC		207733	230003	INV	01/16/2024	600.00	12/31/2023
209552	378 SHERWIN WILLIAMS CO		207798		INV	01/16/2024	304.24	5126-4937-7
WARRANT TOTAL							446,542.75	

** END OF REPORT - Generated by Donna Woods **

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|CITY OF SARATOGA SPRINGS
| CITY OF SARATOGA SPRINGS WARRANT REPORT

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DATE: 01/16/2024 WARRANT: 24JAN2 AMOUNT: \$ 152,372.29

COMMISSIONER OF ACCOUNTS

I HEREBY CERTIFY THAT AT A MEETING OF THE CITY OF SARATOGA SPRINGS
CITY COUNCIL ON THAT THE VOUCHERS BELOW ARE APPROVED AND
AUTHORIZED.

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CASH ACCOUNT: A 1200

CASH

WARRANT: 24JAN2 01/16/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
31 ALLERDICE BUILDING SUP	1 A3031654 54180	00001		INV	01/16/2024	2401-257722	207734	209486	
		GARAGE CS		OTHER SUPP		42.98			
		Invoice Net				42.98			
						CHECK TOTAL	42.98		-----
31 ALLERDICE BUILDING SUP	1 A3335014 54510	00001		INV	01/16/2024	2401-257440	207735	209487	
		STREETS CS		REP MAN VE		165.15			
		Invoice Net				165.15			
31 ALLERDICE BUILDING SUP	1 G3638124 54320	00001		INV	01/16/2024	2401-256794	207736	209488	
		SEWER PUCS		TOOLS		193.91			
		Invoice Net				193.91			
						CHECK TOTAL	359.06		-----
35 AMERICAN WATERWORKS AS	1 F3638334 54230	00001		INV	01/16/2024	7002164356	207737	209489	
		WAT TRT CS		DUES		263.00			
		Invoice Net				263.00			
						CHECK TOTAL	263.00		-----
6950 AMSURE	1 E3577164 54611	00001		INV	01/16/2024	131265	207738	209490	
		CCA CS		BUILDG INS		605.00			
		Invoice Net				605.00			
						CHECK TOTAL	605.00		-----
4985 AXON ENTERPRISE, INC.	1 A3143124 54720	00001		INV	01/16/2024	INUS214730	207739	209491	
		POLICE CS		PROF SER		1,187.59			
		Invoice Net				1,187.59			
4985 AXON ENTERPRISE, INC.	1 A3143124 54720	00001		INV	01/16/2024	INUS216552	207740	209492	
		POLICE CS		PROF SER		2,437.50			
		Invoice Net				2,437.50			
						CHECK TOTAL	3,625.09		-----
8748 BARRIER FREE ELEVATORS	1 E3475654 54720	00000	240003	INV	01/16/2024	25700	207741	209493	
	2 E3577164 54720	OFF ST PAR		PROF SER		810.33			
		CCA CS		PROF SER		810.33			
		Invoice Net				1,620.66			
						CHECK TOTAL	1,620.66		-----
8151 BETTERTEAM	1 A3011474 54420	00000		INV	01/16/2024	4C10D79-0008	207742	209494	
		CIVSERV CS		ADVERTISIN		630.00			
		Invoice Net				630.00			
						CHECK TOTAL	630.00		-----
3 CSEA-EBF	1 A3739068 58011	00002		INV	01/16/2024	JAN 2024	207743	209495	
		HOSPITALIZ		VISION INS		1,277.85			

2	A3769068	58011	3000	HOSPITALIZ	VISION INS	121.70
3	F3739068	58011		HOSPITALIZ	VISION INS	121.70
4	G3739068	58011		HOSPITALIZ	VISION INS	85.19
				Invoice Net		1,606.44

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CASH ACCOUNT: A 1200 CASH WARRANT: 24JAN2 01/16/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,606.44		-----
172	ELECTRONIC OFFICE	PROD	00001	INV	01/16/2024	51072	207744	209496	
	1 A3567194 54720		ICE RIN CS	PROF SER		250.00			
			Invoice Net			250.00			
						CHECK TOTAL	250.00		-----
9063	ESO SOLUTIONS, INC.		00000	INV	01/16/2024	ESO-126958	207745	209497	
	1 A3143414 54720		FIRE CS	PROF SER		1,537.26			
			Invoice Net			1,537.26			
						CHECK TOTAL	1,537.26		-----
175	ESSAE, INC		00000	INV	01/16/2024	6509	207746	209498	
	1 E3577164 54230		CCA CS	DUES		350.00			
			Invoice Net			350.00			
						CHECK TOTAL	350.00		-----
8096	GRANICUS, LLC		00000	240009 INV	01/16/2024	177381	207747	209499	
	1 A3021694 54720		DPN CS	PROF SER		6,045.07			
			Invoice Net			6,045.07			
						CHECK TOTAL	6,045.07		-----
200	THE HARTFORD		00001	INV	01/16/2024	735849774282	207748	209500	
	1 A3011474 54774		CIVSERV CS	LIFE INSUR		4.00			
	2 A3719044 54774		LIFE INS M	LIFE INS		88.00			
	3 A3729044 54774		LIFE INS F	LIFE INS		60.00			
	4 A3739044 54774		LIFE IN PW	LIFE INS		310.93			
	5 F3739044 54774		LIFE INS W	LIFE INS		69.33			
	6 G3739044 54774		LIFE INS S	LIFE INS		49.34			
	7 A3749044 54774		LIFE IN PS	LIFE INS		404.80			
	8 A3759044 54774		P&F INSURA	LIFE INS		40.00			
	9 A3769044 54774		LIFE INS R	LIFE INS		20.00			
	10 A3769044 54774	3000	LIFE INS R	LIFE INSUR		46.40			
			Invoice Net			1,092.80			
						CHECK TOTAL	1,092.80		-----
5966	JOE JOHNSON EQUIPMENT		00000	INV	01/16/2024	P01338	207749	209501	
	1 F3638354 54510		WAT MAN CS	REP MAN VE		1,837.26			
			Invoice Net			1,837.26			
						CHECK TOTAL	1,837.26		-----

7952 JOHNSON CONTROLS FIRE 1 E3577164 54522	00000 CCA CS Invoice Net	INV 01/16/2024 LIC INS RE	23857751 3,217.00 3,217.00 CHECK TOTAL	207750 3,217.00	209502 -----
7240 LEXIPOL, LLC	00000	INV 01/16/2024	INVPRA1231650	207751	209503

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CASH ACCOUNT: A	1200	CASH	WARRANT: 24JAN2	01/16/2024
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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
7240 LEXIPOL, LLC	1 A3143124 54720	POLICE CS Invoice Net		PROF SER		4,255.95 4,255.95 INVLEX122407	207752	209504	
	1 A3143124 54720	00000 POLICE CS Invoice Net		INV 01/16/2024 PROF SER		13,642.35 13,642.35 CHECK TOTAL			-----
						17,898.30			
5000 LOGIN/IACP NET	1 A3143124 54720	00002 POLICE CS Invoice Net		INV 01/16/2024 PROF SER		328874 1,225.00 1,225.00 CHECK TOTAL	207753	209505	-----
						1,225.00			
6487 JEFF NADEAU	1 A3567324 54781	00000 BOYS BB CS Invoice Net		INV 01/16/2024 SUPERVISIO		207754 285.00 285.00 CHECK TOTAL	207754	209506	-----
						285.00			
7582 NATIONAL BUSINESS LEAS	1 E3577164 54532	00000 CCA CS Invoice Net		INV 01/16/2024 BDG EQ REN		81612351 177.60 177.60 CHECK TOTAL	207755	209507	-----
						177.60			
6512 NATIONAL BUSINESS TECH	1 A3011474 54740	00002 CIVSERV CS Invoice Net		INV 01/16/2024 SC EQUIP		81705146 182.45 182.45 CHECK TOTAL	207756	209508	-----
						182.45			
9507 PATRICK NEWELL	1 A3567324 54781	00000 BOYS BB CS Invoice Net		INV 01/16/2024 SUPERVISIO		207757 90.00 90.00 CHECK TOTAL	207757	209509	-----
						90.00			
300 NYS ASSOCIATION CHIEFS	1 A3143124 54230	00002 POLICE CS Invoice Net		INV 01/16/2024 DUES		2024 250.00 250.00 CHECK TOTAL	207758	209510	-----
						250.00			

566	NYS ASSOCIATION OF FIRE	00000	INV	01/16/2024	2024	207760	209512
1	A3143414 54570	FIRE CS	TRAINING		200.00		
		Invoice Net			200.00		
			CHECK	TOTAL	200.00		-----
312	NYS GFOA	00000	INV	01/16/2024	INV_46351	207761	209513
1	A3021314 54230	COM FIN CS	DUES		190.00		
		Invoice Net			190.00		
			CHECK	TOTAL	190.00		-----

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CASH ACCOUNT: A 1200 CASH

WARRANT: 24JAN2 01/16/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
312	NYS GFOA	00000		INV	01/16/2024	INV_46350	207762	209514	
1	A3021314 54250	COM FIN CS		CONF REG		250.00			
		Invoice Net				250.00			
				CHECK	TOTAL	250.00			-----
819	CAPITAL DISTRICT NYSBO	00006		INV	01/16/2024	207763	207763	209515	
1	A3143624 54570	CEO INS CS		TRAINING		40.00			
		Invoice Net				40.00			
				CHECK	TOTAL	40.00			-----
6749	POLICE ADMINISTRATORS	00000		INV	01/16/2024	207764	207764	209516	
1	A3749068 58011	HOSPITALIZ		VISION INS		2,000.00			
		Invoice Net				2,000.00			
				CHECK	TOTAL	2,000.00			-----
9284	POWERDMS, INC.	00000		INV	01/16/2024	INV-44272	207765	209517	
1	A3143124 54720	POLICE CS		PROF SER		4,126.86			
		Invoice Net				4,126.86			
				CHECK	TOTAL	4,126.86			-----
8845	QUADIENT LEASING USA,	00000		INV	01/16/2024	Q1128387	207766	209518	
1	A3021314 54740	COM FIN CS		SC EQUIP		168.55			
		Invoice Net				168.55			
				CHECK	TOTAL	168.55			-----
497	SARATOGA CONVENTION &	00000		INV	01/16/2024	2024 CHOWDERFEST	207767	209520	
1	E3577164 54201	CCA CS		BUS EXP SA		500.00			
		Invoice Net				500.00			
				CHECK	TOTAL	500.00			-----
854	SARATOGA COUNTY ASSESS	00001		INV	01/16/2024	2024 DUES	207768	209521	
1	A3051354 54230	ASMT CS		DUES		125.00			

		Invoice Net		125.00				
				CHECK TOTAL	125.00			-----
16	SARATOGA COUNTY TREASU	00001	INV 01/16/2024	207770		207770	209524	
	1 E3577164 54778	CCA CS	INS WC DIS	18,561.62				
		Invoice Net		18,561.62				
				CHECK TOTAL	18,561.62			-----
14	SARATOGA SPRINGS FIREF	00001	INV 01/16/2024	207771		207771	209525	
	1 A3143412 52610	FIRE EQ CA	FIREFIG EQ	1,000.00				
		Invoice Net		1,000.00				
14	SARATOGA SPRINGS FIREF	00001	INV 01/16/2024	207772		207772	209526	
	1 A3749068 58011	HOSPITALIZ	VISION INS	16,799.85				
		Invoice Net		16,799.85				
				CHECK TOTAL	17,799.85			-----

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CASH ACCOUNT: A 1200 CASH WARRANT: 24JAN2 01/16/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
15	SARATOGA SPRINGS PBA	00001	INV 01/16/2024	207773		207773	209527		
	1 A3143122 52620	POLICE EQ	POLICE EQU	1,000.00					
		Invoice Net		1,000.00					
15	SARATOGA SPRINGS PBA	00001	INV 01/16/2024	207774		207774	209528		
	1 A3749068 58011	HOSPITALIZ	VISION INS	12,000.00					
		Invoice Net		12,000.00					
				CHECK TOTAL	13,000.00				-----
1836	SARATOGA SPRINGS POLIC	00000	INV 01/16/2024	207776		207776	209530		
	1 A3749068 58011	HOSPITALIZ	VISION INS	3,000.00					
		Invoice Net		3,000.00					
				CHECK TOTAL	3,000.00				-----
5557	SARATOGA SPRINGS POLIC	00000	INV 01/16/2024	207775		207775	209529		
	1 A3143124 54830	POLICE CS	SP INVESTI	7,500.00					
		Invoice Net		7,500.00					
				CHECK TOTAL	7,500.00				-----
9254	WILLIAM SHELDON	00000	INV 01/16/2024	207777		207777	209531		
	1 A3567324 54781	BOYS BB CS	SUPERVISIO	135.00					
		Invoice Net		135.00					
				CHECK TOTAL	135.00				-----
7470	RAYMOND SMITH	00000	INV 01/16/2024	207778		207778	209532		
	1 A3567324 54781	BOYS BB CS	SUPERVISIO	265.00					
		Invoice Net		265.00					
				CHECK TOTAL	265.00				-----

1336	SPA.NET COMPUTER SERVI	00000	INV	01/16/2024	946320	207779	209533
	1 E3577164 54720	CCA CS	PROF	SER	599.00		
		Invoice Net			599.00		
			CHECK	TOTAL	599.00		-----
430	TIMES UNION	00001	INV	01/16/2024	4271382,4271383	207780	209534
	1 A3618684 54720	PED CS	PROF	SER	51.48		
		Invoice Net			51.48		
			CHECK	TOTAL	51.48		-----
6153	TOWN OF MILTON	00000	INV	01/16/2024	006553	207781	209535
	1 F3638324 54811	LK RES CS	PORP	TAXES	1,085.75		
		Invoice Net			1,085.75		
6153	TOWN OF MILTON	00000	INV	01/16/2024	006498	207782	209536
	1 F3638324 54811	LK RES CS	PORP	TAXES	562.41		
		Invoice Net			562.41		
			CHECK	TOTAL	1,648.16		-----
8308	TOWN OF WILTON COMPTRO	00000	INV	01/16/2024	005421	207783	209537

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CASH ACCOUNT: A 1200 CASH WARRANT: 24JAN2 01/16/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	1 F3638324 54811	LK RES CS		PORP TAXES		5.18			
		Invoice Net				5.18			
8308	TOWN OF WILTON COMPTRO	00000		INV	01/16/2024	005419	207784	209538	
	1 F3638324 54811	LK RES CS		PORP TAXES		7.77			
		Invoice Net				7.77			
8308	TOWN OF WILTON COMPTRO	00000		INV	01/16/2024	005420	207785	209539	
	1 F3638324 54811	LK RES CS		PORP TAXES		12.51			
		Invoice Net				12.51			
8308	TOWN OF WILTON COMPTRO	00000		INV	01/16/2024	004902	207786	209540	
	1 F3638324 54811	LK RES CS		PORP TAXES		32.38			
		Invoice Net				32.38			
8308	TOWN OF WILTON COMPTRO	00000		INV	01/16/2024	005180	207787	209541	
	1 F3638324 54811	LK RES CS		PORP TAXES		203.32			
		Invoice Net				203.32			
8308	TOWN OF WILTON COMPTRO	00000		INV	01/16/2024	005529	207788	209542	
	1 F3638324 54811	LK RES CS		PORP TAXES		237.86			
		Invoice Net				237.86			
8308	TOWN OF WILTON COMPTRO	00000		INV	01/16/2024	004900	207789	209543	
	1 F3638324 54811	LK RES CS		PORP TAXES		250.81			
		Invoice Net				250.81			
8308	TOWN OF WILTON COMPTRO	00000		INV	01/16/2024	004896	207790	209544	
	1 F3638324 54811	LK RES CS		PORP TAXES		444.21			
		Invoice Net				444.21			
8308	TOWN OF WILTON COMPTRO	00000		INV	01/16/2024	004901	207791	209545	

1 F3638324 54811	LK RES CS	PORP TAXES	606.96					
	Invoice Net		606.96					
			CHECK TOTAL	1,801.00				-----
7291 TRITECH SOFTWARE SYSTE	00003	INV 01/16/2024	99301		207792		209546	
1 A3143024 54720	PS NET CS	PROF SER	7,288.58					
	Invoice Net		7,288.58					
			CHECK TOTAL	7,288.58				-----
7350 TVC ALBANY, INC.	00001	INV 01/16/2024	16001752		207793		209547	
1 A3021694 54740	DPN CS	SC EQUIP	1,323.50					
	Invoice Net		1,323.50					
			CHECK TOTAL	1,323.50				-----
7007 UNGERBOECK SYSTEMS INT	00000	INV 01/16/2024	14908		207794		209548	
1 E3577164 54720	CCA CS	PROF SER	15,750.79					
	Invoice Net		15,750.79					
			CHECK TOTAL	15,750.79				-----
7528 VISA	00000	INV 01/16/2024	207795		207795		209549	
1 E3577164 54510	CCA CS	REP MAN VE	47.99					
2 E3577164 54140	CCA CS	JANIT SUPP	189.99					
	Invoice Net		237.98					

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CASH ACCOUNT: A

1200

CASH

WARRANT: 24JAN2 01/16/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	237.98		-----
3346 W B MASON CO INC	00001	INV 01/16/2024	243573206		207796		209550		
1 A3011474 54110	CIVSERV CS	OFFICE SUP	19.95						
	Invoice Net		19.95						
			CHECK TOTAL	19.95					-----
467 ZONE 5 REGIONAL LAW	00001	INV 01/16/2024	1595		207797		209551		
1 A3143124 54570	POLICE CS	TRAINING	12,600.00						
	Invoice Net		12,600.00						
			CHECK TOTAL	12,600.00					-----
=====									
62 INVOICES						152,372.29	152,372.29		
						CASH ACCOUNT BALANCE	5,482.13		
=====									

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u257 | WARRANT SUMMARY

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WARRANT: 24JAN2 01/16/2024

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET
A	A3011474	CIVIL SERVICE CONT A -30-1-1431-4-54110 -	OFFICE SUPPLIES 19.95	1,538.84	
A	A3011474	CIVIL SERVICE CONT A -30-1-1431-4-54420 -	ADVERTISING 630.00	2.36	
A	A3011474	CIVIL SERVICE CONT A -30-1-1431-4-54740 -	SERVICE CONTRACTS - EQ 182.45	.00	
A	A3011474	CIVIL SERVICE CONT A -30-1-1431-4-54774 -	LIFE INSURANCE 4.00	7.20	
A	A3021314	COMM FINANCE CONTR A -30-2-1310-4-54230 -	DUES 190.00	.00	
A	A3021314	COMM FINANCE CONTR A -30-2-1310-4-54250 -	CONFERENCE REGISTRATIO 250.00	.00	
A	A3021314	COMM FINANCE CONTR A -30-2-1310-4-54740 -	SERVICE CONTRACTS - EQ 168.55	168.85	
A	A3021694	DATA PRCESSING NET A -30-2-1681-4-54720 -	SERVICE CONTRACTS - PR 6,045.07	45,093.15	
A	A3021694	DATA PRCESSING NET A -30-2-1681-4-54740 -	SERVICE CONTRACTS - EQ 1,323.50	19,907.28	
A	A3031654	CITY GARAGE CS A -30-3-1623-4-54180 -	OTHER SUPPLIES 42.98	6,698.03	
A	A3051354	ASSESSMENT OFFICE A -30-5-1355-4-54230 -	DUES 125.00	35.00	
A	A3143024	PUBLIC SAFETY NETW A -31-4-3020-4-54720 -	SERVICE CONTRACTS - PR 7,288.58	1,417.39	
A	A3143122	POLICE DEPARTMENT A -31-4-3120-2-52620 -	POLICE EQUIPMENT 1,000.00	9,904.30	
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54230 -	DUES 250.00	720.00	
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54570 -	TRAINING 12,600.00	3,118.63	
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54720 -	SERVICE CONTRACTS - PR 26,875.25	3,261.73	

A	A3143124	POLICE DEPARTMENT	A	-31-4-3120-4-54830	-
A	A3143412	FIRE DEPARTMENT EQ	A	-31-4-3410-2-52610	-
A	A3143414	FIRE DEPARTMENT CS	A	-31-4-3410-4-54570	-
A	A3143414	FIRE DEPARTMENT CS	A	-31-4-3410-4-54720	-
A	A3143624	CODE ENFORCEMENT C	A	-31-4-3620-4-54570	-
A	A3335014	STREETS CS	A	-33-3-5010-4-54510	-
A	A3567194	ICE RINKS CS	A	-35-6-7181-4-54720	-
A	A3567324	BOYS BASKETBALL CS	A	-35-6-7320-4-54781	-
A	A3618684	PLANNING AND ECON	A	-36-1-8687-4-54720	-
A	A3719044	LIFE INSURANCE MAY	A	-37-1-9045-4-54774	-
A	A3729044	LIFE INSURANCE FIN	A	-37-2-9045-4-54774	-
A	A3739044	LIFE INSURANCE DPW	A	-37-3-9045-4-54774	-
A	A3739068	HOSPITALIZATION	A	-37-3-9060-8-58011	-
A	A3749044	LIFE INSURANCE PUB	A	-37-4-9045-4-54774	-
A	A3749068	HOSPITALIZATION	A	-37-4-9060-8-58011	-
A	A3759044	POLICE & FIRE INSU	A	-37-5-9045-4-54774	-
A	A3769044	LIFE INSURANCE REC	A	-37-6-9045-4-54774	-
A	A3769044	LIFE INSURANCE REC	A	-37-6-9045-4-54774	-3000
A	A3769068	HOSPITALIZATION	A	-37-6-9060-8-58011	-3000

SPECIAL INVESTIGATIONS	7,500.00	.00
FIREFIGHTERS EQUIPMENT	1,000.00	.00
TRAINING	200.00	24,410.51
SERVICE CONTRACTS - PR	1,537.26	16,707.75
TRAINING	40.00	173.00
REPAIRS & MAINTENANCE	165.15	6,115.36
SERVICE CONTRACTS - PR	250.00	500.00
SUPERVISION	775.00	3,105.00
SERVICE CONTRACTS - PR	51.48	8,263.82
LIFE INSURANCE	88.00	63.20
LIFE INSURANCE	60.00	128.80
LIFE INSUARNC	310.93	655.28
VISION INSURANCE	1,277.85	3,680.99
LIFE INSURANCE	404.80	1,966.23
VISION INSURANCE	33,799.85	295.15
LIFE INSURANCE	40.00	116.80
LIFE INSURANCE	20.00	63.20
LIFE INSURANCE	46.40	30.00
VISION INSURANCE	121.70	219.06

FUND TOTAL	104,683.75	
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CASH ACCOUNT A 1200	BALANCE	5,482.13
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E	E3475654	OFF STREET PARKING	E	-34-7-5650-4-54720	-
E	E3577164	CITY CENTER AUTHOR	E	-35-7-7160-4-54140	-
E	E3577164	CITY CENTER AUTHOR	E	-35-7-7160-4-54201	-
E	E3577164	CITY CENTER AUTHOR	E	-35-7-7160-4-54230	-
E	E3577164	CITY CENTER AUTHOR	E	-35-7-7160-4-54510	-
E	E3577164	CITY CENTER AUTHOR	E	-35-7-7160-4-54522	-
E	E3577164	CITY CENTER AUTHOR	E	-35-7-7160-4-54532	-
E	E3577164	CITY CENTER AUTHOR	E	-35-7-7160-4-54611	-
E	E3577164	CITY CENTER AUTHOR	E	-35-7-7160-4-54720	-

SERVICE CONTRACTS - PR	810.33	530.00
JANITORIAL SUPPLIES	189.99	910.94
BUSINESS EXPENSE/SALES	500.00	559.14
DUES	350.00	.00
REPAIRS & MAINTENANCE	47.99	.00
LICENSE/INSPECTION/REG	3,217.00	441.65
BUILDING EQUIPMENT REN	177.60	16.77
BUILDING INSURANCE	605.00	1.04
SERVICE CONTRACTS - PR	17,160.12	915.95

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WARRANT: 24JAN2 01/16/2024

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
E	E3577164 CITY CENTER AUTHOR E -35-7-7160-4-54778 -	INSURANCE WC DISAB DO 18,561.62	1.27

		FUND TOTAL 41,619.65	
CASH ACCOUNT A 1200	BALANCE 5,482.13		
F	F3638324 LAKE & RESERVOIR C F -36-3-8320-4-54811 -	PROPERTY TAXES 3,449.16	294.89
F	F3638334 WATER TREATMNET PL F -36-3-8330-4-54230 -	DUES 263.00	290.00
F	F3638354 WATER MAINTENANCE F -36-3-8341-4-54510 -	REPAIRS & MAINTENANCE 1,837.26	14.99
F	F3739044 LIFE INSURANCE WAT F -37-3-9045-4-54774 -	LIFE INSURANCE 69.33	312.22
F	F3739068 HOSPITALIZATION F -37-3-9060-8-58011 -	VISION INSURANCE 121.70	1,297.50

CASH ACCOUNT A 1200	BALANCE	5,482.13	FUND TOTAL	5,740.45	
G	G3638124	SEWER PUMPING CS	G	-36-3-8120-4-54320	-
G	G3739044	LIFE INSURANCE SEW	G	-37-3-9045-4-54774	-
G	G3739068	HOSPITALIZATION	G	-37-3-9060-8-58011	-
				TOOLS	193.91
				LIFE INSURANCE	49.34
				VISION INSURANCE	85.19

				FUND TOTAL	328.44
CASH ACCOUNT A 1200	BALANCE	5,482.13			
=====					
				WARRANT SUMMARY TOTAL	152,372.29
=====					
				GRAND TOTAL	152,372.29
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WARRANT: 24JAN2 01/16/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209486	31	ALLERDICE BUILDING SUPPLY	207734		INV	01/16/2024	42.98	271
209487	31	ALLERDICE BUILDING SUPPLY	207735		INV	01/16/2024	165.15	271
209488	31	ALLERDICE BUILDING SUPPLY	207736		INV	01/16/2024	193.91	271
209489	35	AMERICAN WATERWORKS ASSOCIATION	207737		INV	01/16/2024	263.00	00069237

209490	6950 AMSURE	207738		INV	01/16/2024	605.00	SARATSPR
209491	4985 AXON ENTERPRISE, INC.	207739		INV	01/16/2024	1,187.59	144968
209492	4985 AXON ENTERPRISE, INC.	207740		INV	01/16/2024	2,437.50	144968
209493	8748 BARRIER FREE ELEVATORS, INC.	207741	240003	INV	01/16/2024	1,620.66	01/01/2024
209494	8151 BETTERTEAM	207742		INV	01/16/2024	630.00	1/15-2/14/2024
209495	3 CSEA-EBF	207743		INV	01/16/2024	1,606.44	DPW-268
209496	172 ELECTRONIC OFFICE PRODUCTS	207744		INV	01/16/2024	250.00	SSCI15
209497	9063 ESO SOLUTIONS, INC.	207745		INV	01/16/2024	1,537.26	01/01/2024
209498	175 ESSAE, INC	207746		INV	01/16/2024	350.00	2024 MEMBERSHIP
209499	8096 GRANICUS, LLC	207747	240009	INV	01/16/2024	6,045.07	01/01/2024
209500	200 THE HARTFORD	207748		INV	01/16/2024	1,092.80	000040370001
209501	5966 JOE JOHNSON EQUIPMENT LLC	207749		INV	01/16/2024	1,837.26	SARAT001
209502	7952 JOHNSON CONTROLS FIRE PROTECTION LP	207750		INV	01/16/2024	3,217.00	409172
209503	7240 LEXIPOL, LLC	207751		INV	01/16/2024	4,255.95	2024
209504	7240 LEXIPOL, LLC	207752		INV	01/16/2024	13,642.35	2024
209505	5000 LOGIN/IACP NET	207753		INV	01/16/2024	1,225.00	900717
209506	6487 JEFF NADEAU	207754		INV	01/16/2024	285.00	01/06/2024
209507	7582 NATIONAL BUSINESS LEASING A PROGRAM	207755		INV	01/16/2024	177.60	1120923
209508	6512 NATIONAL BUSINESS TECHNOLOGIES	207756		INV	01/16/2024	182.45	1437873
209509	9507 PATRICK NEWELL	207757		INV	01/16/2024	90.00	01/06/2024
209510	300 NYS ASSOCIATION CHIEFS OF POLICE	207758		INV	01/16/2024	250.00	5753-T. MCINTOSH

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WARRANT: 24JAN2 01/16/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209512	566	NYS ASSOCIATION OF FIRE CHIEFS	207760		INV	01/16/2024	200.00	14401-8159
209513	312	NYS GFOA	207761		INV	01/16/2024	190.00	2024 MEMBERSHIP

209514	312 NYS GFOA	207762	INV	01/16/2024	250.00	2024 CONFERENCE
209515	819 CAPITAL DISTRICT NYSBOC	207763	INV	01/16/2024	40.00	2024 WATKINS
209516	6749 POLICE ADMINISTRATORS OFFICERS UNIT	207764	INV	01/16/2024	2,000.00	2024 VISION
209517	9284 POWERDMS, INC.	207765	INV	01/16/2024	4,126.86	1/1-12/31/2024
209518	8845 QUADIENT LEASING USA, INC.	207766	INV	01/16/2024	168.55	00402766
209520	497 SARATOGA CONVENTION & TOURISM BUR.	207767	INV	01/16/2024	500.00	CITY CENTER
209521	854 SARATOGA COUNTY ASSESSORS ASSOC.	207768	INV	01/16/2024	125.00	MORAN, CONNORS, EATON, LO
209524	16 SARATOGA COUNTY TREASURER'S OFFICE	207770	INV	01/16/2024	18,561.62	2024 WC CITY CTR
209525	14 SARATOGA SPRINGS FIREFIGHTERS	207771	INV	01/16/2024	1,000.00	2024 BUDGET
209526	14 SARATOGA SPRINGS FIREFIGHTERS	207772	INV	01/16/2024	16,799.85	2024 VISION
209527	15 SARATOGA SPRINGS PBA	207773	INV	01/16/2024	1,000.00	2024 BUDGET
209528	15 SARATOGA SPRINGS PBA	207774	INV	01/16/2024	12,000.00	2024 VISION
209529	5557 SARATOGA SPRINGS POLICE DEPARTMENT	207775	INV	01/16/2024	7,500.00	2024 FUNDS
209530	1836 SARATOGA SPRINGS POLICE LIEUTENANTS	207776	INV	01/16/2024	3,000.00	2024 VISION
209531	9254 WILLIAM SHELDON	207777	INV	01/16/2024	135.00	01/06/2024
209532	7470 RAYMOND SMITH	207778	INV	01/16/2024	265.00	01/06/2024
209533	1336 SPA.NET COMPUTER SERVICES	207779	INV	01/16/2024	599.00	01/01/2024
209534	430 TIMES UNION	207780	INV	01/16/2024	51.48	600133196
209535	6153 TOWN OF MILTON	207781	INV	01/16/2024	1,085.75	642.89-9999-240.100-18
209536	6153 TOWN OF MILTON	207782	INV	01/16/2024	562.41	190.15-2-18
209537	8308 TOWN OF WILTON COMPTROLLER	207783	INV	01/16/2024	5.18	153.14-1-10.1
209538	8308 TOWN OF WILTON COMPTROLLER	207784	INV	01/16/2024	7.77	153.14-1-1

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WARRANT: 24JAN2 01/16/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
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209539	8308 TOWN OF WILTON COMPTROLLER	207785	INV	01/16/2024	12.51 153.14-1-7
209540	8308 TOWN OF WILTON COMPTROLLER	207786	INV	01/16/2024	32.38 153.-2-22
209541	8308 TOWN OF WILTON COMPTROLLER	207787	INV	01/16/2024	203.32 153.9-2-1
209542	8308 TOWN OF WILTON COMPTROLLER	207788	INV	01/16/2024	237.86 153.17-1-15
209543	8308 TOWN OF WILTON COMPTROLLER	207789	INV	01/16/2024	250.81 153-2-20
209544	8308 TOWN OF WILTON COMPTROLLER	207790	INV	01/16/2024	444.21 153.-2-1
209545	8308 TOWN OF WILTON COMPTROLLER	207791	INV	01/16/2024	606.96 153.-2-21
209546	7291 TRITECH SOFTWARE SYSTEMS	207792	INV	01/16/2024	7,288.58 14836
209547	7350 TVC ALBANY, INC.	207793	INV	01/16/2024	1,323.50 37216
209548	7007 UNGERBOECK SYSTEMS INTERNATIONAL, LL	207794	INV	01/16/2024	15,750.79 CITY CENTER
209549	7528 VISA	207795	INV	01/16/2024	237.98 4121265990223856
209550	3346 W B MASON CO INC	207796	INV	01/16/2024	19.95 C2650013
209551	467 ZONE 5 REGIONAL LAW	207797	INV	01/16/2024	12,600.00 2024 MEMBERSHIP
				WARRANT TOTAL	152,372.29

** END OF REPORT - Generated by Donna Woods **

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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			
2024	01	104 01/16/2024	011624	TRCONSENT	BUA TRCONSENT	1	1			
1	A3051414	54573		COMM OF ACCOUNTS CS	RISK-SAFETY PROGRAMMING		.00	50,000.00	50,000.00	
	A	-30-5-1410-4-54573	-		TRANSFER RISK & SAFETY		01/16/2024			
2	A3011214	54573		MAYOR CONTRACTED SERVICES	RISK-SAFETY PROGRAMMING		50,000.00	-50,000.00	.00	
	A	-30-1-1210-4-54573	-		TRANSFER RISK & SAFETY		01/16/2024			
3	A3638184	54521		TRANSFER STATION CS	TIPPING FEES		60,000.00	19,900.00	79,900.00	
	A	-36-3-8180-4-54521	-		COVER EXPENSE		01/16/2024			
4	A3638184	54720		TRANSFER STATION CS	SERVICE CONTRACTS - PROF SERV		40,000.00	-19,900.00	20,100.00	
	A	-36-3-8180-4-54720	-		COVER EXPENSE		01/16/2024			
5	A3638184	54700		TRANSFER STATION CS	TRANSPORTATION		20,000.00	23,500.00	43,500.00	
	A	-36-3-8180-4-54700	-		COVER EXPENSE		01/16/2024			
6	A3638184	54719		TRANSFER STATION CS	PROF SERVICES LANDFILL LINE		40,000.00	-23,500.00	16,500.00	
	A	-36-3-8180-4-54719	-		COVER EXPENSE		01/16/2024			
** JOURNAL TOTAL								0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: u257

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT		REF 1	REF 2	REF 3	LINE DESC				
EFF	DATE	JNL DESC								
2024	1	104								
BUA	A3051414-54573					RISK-SAFETY PROGRAMMING	5		50,000.00	
	01/16/2024	TRCONSENT	011624	TRCONSENT		TRANSFER RISK & SAFETY				
BUA	A3011214-54573					RISK-SAFETY PROGRAMMING	5			50,000.00
	01/16/2024	TRCONSENT	011624	TRCONSENT		TRANSFER RISK & SAFETY				
BUA	A3638184-54521					TIPPING FEES	5		19,900.00	
	01/16/2024	TRCONSENT	011624	TRCONSENT		COVER EXPENSE				
BUA	A3638184-54720					SERVICE CONTRACTS - PROF SERV	5			19,900.00
	01/16/2024	TRCONSENT	011624	TRCONSENT		COVER EXPENSE				
BUA	A3638184-54700					TRANSPORTATION	5		23,500.00	
	01/16/2024	TRCONSENT	011624	TRCONSENT		COVER EXPENSE				
BUA	A3638184-54719					PROF SERVICES LANDFILL LINE	5			23,500.00
	01/16/2024	TRCONSENT	011624	TRCONSENT		COVER EXPENSE				
JOURNAL 2024/01/104 TOTAL									.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

** END OF REPORT - Generated by Donna Woods **

Public Meeting Expectations and Rules Saratoga Springs City Council

Whereas, the people of Saratoga Springs are entitled to attend public meetings of their City Council and to oversee the conducting of public business in a civil and safe environment, the following rules and procedures will be followed at meetings of the Saratoga Springs City Council.

Whereas, public meetings are considered limited public forums under the First Amendment to the United States Constitution, the government may regulate the time, place, and manner of speech at public meetings through the adoption of rules of procedure and conduct.

1. The Mayor, as presiding officer shall have, to the fullest extent allowed by New York State law, the authority to declare any person to be out of order for failure to follow their directives in this regard and/or rules detailed herein.
2. Rules of Decorum and Order:
 - a. Members of the public shall behave in a manner that is conducive to the free and courteous expression of opinion. Members of the public shall not engage in behaviors which disrupt the conduct of the meeting. Profane language, obscene gestures, threatening statements, shouting or other behavior meant to intimidate members of the council or others present at the meeting is prohibited.
 - b. Sustained noise from attendees such that others present are impeded from hearing speakers is prohibited.
 - c. Signs or other items that may block other members of the public from viewing the proceedings are prohibited.
3. Sergeant-at-Arms: The Saratoga Springs Police Department (SSPD), or any member of the SSPD, is designated as the Sergeant of Arms for the purpose of maintaining order at the Saratoga Springs City Council meetings.
4. Enforcement of Rules of Decorum:
 - a. Upon a violation of the rules of decorum, the presiding officer shall verbally request the person or persons violating a rule or rules to cease the conduct giving rise to the violation.
 - b. If the violation continues, the presiding officer shall verbally warn the person(s) that they may be required to leave the meeting room if the violation continues.
 - c. If the person(s) does not cease the violation the presiding officer shall declare the person to be out of order at which time the Sergeant-at-Arms may take steps to remove the person(s) from the meeting room. If applicable, such person may be subject to civil and/or criminal penalties that may apply to their conduct.

5. Public Input

- a. Each Regular Meeting of the City Council will have thirty (30) minutes set aside for public input, to allow members of the public to address the City Council on matters relating to City of Saratoga Springs business.
- b. Speakers will be limited to three (3) minutes. The Council requests speakers state their name and address. The Council understands there may be circumstances where a pseudonym may have to be used, which is expressly permitted. All remarks shall be directed to the City Council as a body and not at specific individual, staff, or member of the public. This time is not a dialogue with the Council. It is a time to communicate your issues/concerns/comments to all City Council Members.
- c. Members of the public may submit written public comments to the Clerk of the Council at any time by mail or electronic mail. The Clerk of the Council shall circulate any submitted written public comments to the members of the City Council and such comments shall be entered as part of the official record of such meeting.
- d. Speakers who violate the rules may be held to have forfeited the remainder of their time. Speakers may not transfer their time to other speakers, or reserve unused time.



City of Saratoga Springs, NY Contract

City Project Number: N/A City Project Name: C.R.E.A.T.E Art Program
City Department: Recreation Department Contact Person: John Hirliman City Ext. 2306
Company Name: C.R.E.A.T.E Community Studios Inc Company Address: 812 DeCamp Ave Schednctady, NY 12302
Company Telephone No.: 518-727-7941 Vendor Primary Contact: Julie Lewis Title: Director
Primary Contact Email: Julie@createcommunitystudios.org
Service to be Provided: Co-Sponsor C.R.E.A.T.E Art Program

1. **Scope of Agreement:** The City of Saratoga Springs and the Vendor, **Julie Lewis**, will co-sponsor two **Spring Art Workshops**, as described in Exhibit A. The Vendor shall provide to the City the services set forth therein. The Vendor assumes full responsibility for the provision of the services made available in this Agreement. The Vendor shall be so liable even when the Vendor subcontract the provision of a portion of the services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor 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 **May 31, 2024**. Any modification of the service performed by the Vendor shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor assume full responsibility for the provision of the services contracted for in this Agreement. The Vendor shall be so liable even when the Vendor subcontract the provision of a portion of the services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor will provide his or her own equipment and materials as necessary to perform the work except as identified within **Attachment A**. The Vendor assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted **whereby the City will pay the Vendor (organization) 80% of the revenue received less City expenses, and retain 20% of the revenue as part of the City's administrative fee**, 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 **John Hirliman** is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor is **Julie Lewis**. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Mayor, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 To Vendor: **Julie Lewis 812 DeCamp Ave Schednctady, NY 12302**
5. **Conflicts of Interest:** The Vendor 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 from the City are and shall remain the sole and exclusive property of the City and the Vendor 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. All intellectual property, created by the Vendor 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 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 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, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor 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's business.
7. **Retention of Records:** The Vendor 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 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 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's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and its staff are to be and shall remain an independent Vendor with respect to all services performed under this Agreement. The Vendor 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 or other persons, while engaged in the performance of any work or services required by the Vendor 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, its officers, agents, Vendors or employees shall in no way be the responsibility of the City; and the Vendor 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 shall procure and maintain during the term of this Agreement, at the Vendor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor 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. The Vendor 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 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 (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.

The City of Saratoga Springs requires the Vendor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement **as well as the owner of the East and West Side Rec property, Saratoga City School District:**

- **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.

It shall be an affirmative obligation of the Vendor to advise Office of Risk and Safety, City of Saratoga Springs, 15 Vanderbilt Ave, 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 Vendor 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 is to provide the City with a Certificate of Insurance naming the City as a Certificate Holder and 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 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. 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.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement. The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

10. **Indemnification:** The Vendor, 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 or its employees or anyone for whom the Vendor 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, as aforesaid. The Vendor'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 Attachment B 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 Vendor's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor'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. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor 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's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor's work. In such case, Vendor shall immediately cure the defect. If the Vendor 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 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.

14. **Vendor 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 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 Vendors. Vendors agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendors meet the following standards:

- Legal: Vendors 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 should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendors shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors shall comply with all applicable environmental laws and regulations. Where practicable, Vendors 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 of Saratoga Springs Vendor Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor 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. The Vendor 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 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 each person signing on behalf of any Vendor 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 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. **Music:** The City does not provide CD players or music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.
21. **Assignment:** The Vendor is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor's right, title, or interest therein, or the Vendor's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor assigns, conveys, sublets or otherwise disposes of the Vendor'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.
22. **Termination:** The Vendor and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and or any reason by mailing written notice to the Vendor 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 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.
23. **Default:** Vendor's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor's default.

24. **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.
25. **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.
26. **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.
27. **Modification:** This Agreement may be modified only by a writing signed by both parties.
28. **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 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 Signature:  Date: 12/8/2023

Print Name: Julianne Lewis Title: C.R.E.A.T.E. Community Studios, Saratoga Site Director

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Ron Kim Title: Mayor City Council Approval Date: _____

ATTACHMENT A

The City of Saratoga Springs Recreation Department hereinafter "City" will work with **Julie Lewis**, hereinafter "Organization" in a co-sponsorship effort for the City's C.R.E.A.T.E Art Workshop. The City of Saratoga Springs and the Organization will split revenue 80/20 less expenses.

A. The City will:

- 1) Take participants online or in person registration.
- 2) Split the revenue (after expenses) received from the registrations 80/20. The organization's portion will be paid directly to the organization.
- 3) Publicize program information in their marketing materials and on the City's Website.
- 4) Set the per participant program fee. The program participant fee will be varying based on time frame. For the Six Week Spring Art Program the cost will be \$40 for City Residents and \$50.00 for Non-City Residents. After the initial registration period, the fee will increase \$25.00 each. At anytime, the fees can be adjusted or added if both parties mutually agree. Updated fees are listed at www.saratoga-springs.org.
- 5) Conduct background checks on program staff.
- 6) Each participant for this program shall execute a hold harmless/indemnification participant agreement holding the City of Saratoga Springs harmless for participation in this scheduled activity.

B. The Organization will:

- 1) Submit volunteer application to the City for any person working the program in order for the City to conduct background checks.
- 2) Promote the program on their website and in their promotional materials. The City shall have sole authority under this agreement to determine how the program will be publicized.

C. The City and Organization Jointly will:

- 1) Provide supplies needed to facilitate the program. In the event additional supplies are needed the parties will mutually agree to furnish the supplies. The supplies purchased by the City will become the property of the City and supplies purchased by the organization will remain the property of the organization.
- 2) The Parties hereby covenant and agree to defend, indemnify and hold harmless the other Party and its officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of their negligence under this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, including all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences arising out of the negligence of their own activities.

ATTACHMENT B- City of Saratoga Springs, New York - 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.*).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2023

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 Marshall & Sterling Upstate, Inc. 25 Mohawk Avenue Scotia NY 12302	CONTACT NAME: Lisa Reed PHONE (A/C, No, Ext): (518) 384-1100 FAX (A/C, No): (518) 384-0193 E-MAIL ADDRESS: lreed@marshallsterling.com
INSURED CREATE Community Studios Inc 812 DeCamp Ave Schenectady NY 12309-6053	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2342038235**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:			PHPK2525501	04/18/2023	04/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired & Non Owned \$ 1,000,000
A	AUTOMOBILE LIABILITY <input 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			PHPK2525501	04/18/2023	04/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			PHUB853842	04/18/2023	04/18/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Saratoga Springs Recreation Department is an additional insured on a Primary and Non-Contributory basis for all those activities performed within its contracted activities for the contract as executed per endorsement PI AI SCH 1 NY 03 17.

CERTIFICATE HOLDER**CANCELLATION**

Saratoga Springs Recreation Department 15 Vanderbilt Ave Saratoga Springs NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^ ^ ^ ^ ^ ^ ^ 821094458
MARSHALL & STERLING UPSTATE
25 MOHAWK AVE
SCOTIA NY 12302



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER C.R.E.A.T.E. COMMUNITY STUDIOS INC. 812 DECAMP AVE SCHENECTADY NY 12309		CERTIFICATE HOLDER SARATOGA SPRINGS RECREATION DEPARTMENT 15 VANDERBILT AVENUE SARATOGA SPRINGS NY 12866	
POLICY NUMBER A2554 130-1	CERTIFICATE NUMBER 470841	POLICY PERIOD 08/21/2023 TO 08/21/2024	DATE 1/3/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2554 130-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 919009326



REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS ICE RINKS

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing
- Provide Certificate of Insurance (see section 15 for details)
- Make check payable to "Commissioner of Finance"

This License Agreement, dated the _____ day of _____, 202_, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: ☐ YES ☐ NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of Sections 14 and 15, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

- 1. CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, NY State Department of Health and other federal and state regulations as pertinent and shall be liable for all damages for the activities contracted for herein. A designated representative from your organization shall be responsible for checking the facilities to be utilized for your day or evening event for any physical plant deficiency. Should a deficiency exist, your organization must notify a City Recreation Representative in writing of the deficiency and the City will remedy the issue accordingly in a timely fashion.
- 2. SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The first 15 minutes of scheduled time is for the standard ice cut and any additional ice cuts needed must be submitted in writing to Department of Public Works in the Zamboni Room – for example: Request 9-12pm ice time or Ice cut is 9-9:15am. The Licensee must provide a representative on-site during the entire event and who shall be responsible for each activity scheduled and the volunteers, coaches, spectators and participants present. In the event an incident occurs, it will be the Licensee's responsibility to IMMEDIATELY notify emergency services, law enforcement, and/or the Recreation Department.

Purpose and full description of Use: _____

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates and hours and preferred fields. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide fourteen (14) days notice of any cancellation, otherwise time shall be billed at the regular rate. For example, a request to cancel ice on the 15th of any month must be submitted by the 1st of the month. The City reserves the right to cancel this Agreement at any time in event of default or violation by the licensee of any provision of this Agreement. It is the responsibility of the licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. Licensee shall notify the Recreation Department within forty-eight (48) hours of any cancellation due to inclement weather.
4. **TIMES AND DATES:** Licensee shall not enter the ice prior to their scheduled time and must exit the ice at or before their scheduled time. This includes removing all supplies, personal property and equipment from the ice. Licensee must vacate the locker room within thirty (30) minutes after their scheduled time has ended. An overtime staff fee of one (1) hour shall be added to Licensee's fee for any overtime incurred as a result of a breach of the terms of this paragraph. The charge shall be made in fifteen (15) minute increments until the organization is off the premises. If the license is the last scheduled activity for the day, the group must vacate the premises thirty (30) minutes after their scheduled time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office at 77 Mohican Street, Glens Falls, New York 12801. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Licensee shall not hang or attach anything to the interior or exterior of any building, fencing, or ice rink glass without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERAGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. Additionally all recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco products in the locker rooms and/or on the premises, the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The Licensee is responsible for leaving the locker rooms and lobby in a reasonably tidy condition. The Licensee renting the facility shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City at replacement cost value. Damages are to be repaired or paid for to the full satisfaction of the City. 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.
9. **PARKING:** Parking between the Vernon and Weibel ice rinks is strictly prohibited unless for handicap and bus parking. Licensee requiring parking access in between the Vernon and Weibel ice rinks must do so by contacting the Department of Public Works one (1) day in advance.
10. **MAINTENANCE:** The City shall maintain the ice throughout the season. The first fifteen (15) minutes of scheduled time shall be for the standard ice cut and any additional ice cuts needed must be submitted in writing to Department of Public Works in the Zamboni Room.
11. **PAYMENT AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. See ***Attachment A*** Recreation Department Fees for a list of all ice rink fees. The City will forward a statement to the Licensee upon approval of scheduled activity for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said statement is paid in full. New Licensees must make their initial payment prior to their first schedule time. Checks should be made payable to Commissioner of Finance should be sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. No online payments will be accepted without prior written approval, any fees will be charged accordingly.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in ***Attachment B*** of this Agreement.
13. **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.

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.
15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, volunteers, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.
- Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.***
- The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:
- Recreation Department, City of Saratoga Springs, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866**
- The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.
16. **SPECIAL CONDITIONS:** All posted Ice Rink Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of ice rental.
- No domestic animals or pets shall be permitted on City grounds. Service animals shall be allowed in accordance with state and federal regulatory standards.
 - No child shall be left unattended at any time without parental and/or guardian supervision.
 - Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
 - Medical staff and/or Emergency First Aid Treatment are NOT provided by the City.
 - City reserves the right to reschedule ice time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
 - Any storage units must be approved by DPW prior to their being set up. The Licensee shall assume all responsibility for these storage units, and will not hold the City responsible for any loss or theft of property of the storage units or of any items contained within.
17. **ADDITIONAL SPECIFIC CONDITIONS:** The City recognizes the importance of recreational level youth sports in its community and therefore has developed additional conditions for specific Licensees to ensure efficient utilization of City facilities and the success of the leagues providing this level of activity. Therefore **Attachment C** outlines additional specific conditions relevant to the activity of the Licensee. In consultation with each other, the Recreation Department and DPW may impose additional conditions and where it shall be mutually agreed to by the Licensee.

18. **CONTACTS:** The Licensee shall use the contacts below:

- a. **Program scheduling and information:** Recreation Department
 - i. Jill Ramos recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:** DPW Deputy
 - i. Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798
- c. **Minor on-site requests:** DPW Crew Supervisor
 - i. Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890

NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
 - i. Gary Benincasa 518-365-8890
 - ii. Joe O'Neill 518-410-6798
 - iii. John Hirliman 315-529-3405
 - iv. Rec Department Recreservations@saratoga-springs.org

19. **MUSIC:** The City does not provide music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

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 "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENT:

OF LICENSEE: Licensee Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: ☐ YES ☐ NO

Schedule Included: ☐ YES ☐ NO

Deposit: ☐ YES ☐ NO

If yes: Amount _____ Check # _____ (write cash if paid in Cash)

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A - Recreation Department Fees

City of Saratoga Springs

RECREATION DEPARTMENT FEES - 2024: Ice Rink Fee

The Ice Rink Fees will be effective on July 1, 2024

Description	Fees
ICE RINK - HOURLY RATE	
Vernon Rink City User Groups	\$ 172.00
Vernon Rink Non-City User Groups	\$ 192.00
Weibel Rink City User Groups	\$ 182.00
Weibel Rink Non-City User Groups	\$ 202.00
Spring Rate Vernon or Weibel City User Groups	\$ 197.00
Spring Rate Vernon or Weibel Non-City User Groups	\$ 207.00
Summer Rate Vernon or Weibel City User Groups	\$ 197.00
Summer Rate Vernon or Weibel Non-City User Groups	\$ 207.00
Groups such as BOCES, Waldorf school of Saratoga Springs will receive a 50% discount on rentals during off peak day time school hours Monday – Friday	
If ice is needed by other customers, they will be given priority.	
BANNERS	
Installation of Banner	\$ 50.00
Replace banner in the same location	\$ 25.00
For Profit Organization annual fee	\$ 50.00
INTERNET Organizations utilizing WIFI/internet connection	Varies
Late Payment Fees- each month for payments received more than 30 days after billing date	\$ 25.00
Returned Check Fee	\$ 25.00
Skate Rentals (each)	\$ 5.00
Online transaction fees: e-checks 1% or visa/mc/discover at 2.9% rate plus \$0.25 per transaction	

Attachment B- City of Saratoga Springs, New York - All City Contracts and Agreements

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Attachment C – Additional Special Conditions

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**REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS ICE RINKS
SARATOGA YOUTH HOCKEY**

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing
- Provide Certificate of Insurance (see section 15 for details)
- Make check payable to "Commissioner of Finance"

This License Agreement, dated the _____ day of _____, 202_, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: ☐ YES ☐ NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of Sections 14 and 15, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

1. **CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, NY State Department of Health and other federal and state regulations as pertinent and shall be liable for all damages for the activities contracted for herein. A designated representative from your organization shall be responsible for checking the facilities to be utilized for your day or evening event for any physical plant deficiency. Should a deficiency exist, your organization must notify a City Recreation Representative in writing of the deficiency and the City will remedy the issue accordingly in a timely fashion.
2. **SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The first 15 minutes of scheduled time is for the standard ice cut and any additional ice cuts needed must be submitted in writing to Department of Public Works in the Zamboni Room – for example: Request 9-12pm ice time or ice cut is 9-9:15am. The Licensee must provide a representative on-site during the entire event and who shall be responsible for each activity scheduled and the volunteers, coaches, spectators and participants present. In the event an incident occurs, it will be the Licensee's responsibility to IMMEDIATELY notify emergency services, law enforcement, and/or the Recreation Department.

Purpose and full description of Use: _____

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates and hours and preferred fields. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide fourteen (14) days notice of any cancellation, otherwise time shall be billed at the regular rate. For example, a request to cancel ice on the 15th of any month must be submitted by the 1st of the month. The City reserves the right to cancel this Agreement at any time in event of default or violation by the licensee of any provision of this Agreement. It is the responsibility of the licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. Licensee shall notify the Recreation Department within forty-eight (48) hours of any cancellation due to inclement weather.
4. **TIMES AND DATES:** Licensee shall not enter the ice prior to their scheduled time and must exit the ice at or before their scheduled time. This includes removing all supplies, personal property and equipment from the ice. Licensee must vacate the locker room within thirty (30) minutes after their scheduled time has ended. An overtime staff fee of one (1) hour shall be added to Licensee's fee for any overtime incurred as a result of a breach of the terms of this paragraph. The charge shall be made in fifteen (15) minute increments until the organization is off the premises. If the license is the last scheduled activity for the day, the group must vacate the premises thirty (30) minutes after their scheduled time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office at 77 Mohican Street, Glens Falls, New York 12801. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Licensee shall not hang or attach anything to the interior or exterior of any building, fencing, or ice rink glass without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERAGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. Additionally all recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco products in the locker rooms and/or on the premises, the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The Licensee is responsible for leaving the locker rooms and lobby in a reasonably tidy condition. The Licensee renting the facility shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City at replacement cost value. Damages are to be repaired or paid for to the full satisfaction of the City. 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.
9. **PARKING:** Parking between the Vernon and Weibel ice rinks is strictly prohibited unless for handicap and bus parking. Licensee requiring parking access in between the Vernon and Weibel ice rinks must do so by contacting the Department of Public Works one (1) day in advance.
10. **MAINTENANCE:** The City shall maintain the ice throughout the season. The first fifteen (15) minutes of scheduled time shall be for the standard ice cut and any additional ice cuts needed must be submitted in writing to Department of Public Works in the Zamboni Room.
11. **PAYMENT AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. See ***Attachment A*** Recreation Department Fees for a list of all ice rink fees. The City will forward a statement to the Licensee upon approval of scheduled activity for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said statement is paid in full. New Licensees must make their initial payment prior to their first schedule time. Checks should be made payable to Commissioner of Finance should be sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. No online payments will be accepted without prior written approval, any fees will be charged accordingly.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in ***Attachment B*** of this Agreement.
13. **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.

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, volunteers, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.

The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

Recreation Department, City of Saratoga Springs, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

16. **SPECIAL CONDITIONS:** All posted Ice Rink Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of ice rental.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals shall be allowed in accordance with state and federal regulatory standards.
- b. No child shall be left unattended at any time without parental and/or guardian supervision.
- c. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- d. Medical staff and/or Emergency First Aid Treatment are NOT provided by the City.
- e. City reserves the right to reschedule ice time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- f. Any storage units must be approved by DPW prior to their being set up. The Licensee shall assume all responsibility for these storage units, and will not hold the City responsible for any loss or theft of property of the storage units or of any items contained within.

17. **ADDITIONAL SPECIFIC CONDITIONS:** The City recognizes the importance of recreational level youth sports in its community and therefore has developed additional conditions for specific Licensees to ensure efficient utilization of City facilities and the success of the leagues providing this level of activity. Therefore **Attachment C** outlines additional specific conditions relevant to the activity of the Licensee. In consultation with each other, the Recreation Department and DPW may impose additional conditions and where it shall be mutually agreed to by the Licensee.

18. **CONTACTS:** The Licensee shall use the contacts below:

- a. **Program scheduling and information:** Recreation Department
 - i. Jill Ramos recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:** DPW Deputy
 - i. Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798
- c. **Minor on-site requests:** DPW Crew Supervisor
 - i. Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890

NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
 - i. Gary Benincasa 518-365-8890
 - ii. Joe O'Neill 518-410-6798
 - iii. John Hirliman 315-529-3405
 - iv. Rec Department Recreservations@saratoga-springs.org

19. **MUSIC:** The City does not provide music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

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 "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENT:

OF LICENSEE: Licensee Signature: _____ Date: _____

Print Name: _____ Title: _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: _____ YES _____ NO

Schedule Included: _____ YES _____ NO

Deposit: _____ YES _____ NO

If yes: Amount _____ Check # _____ (write cash if paid in Cash)

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A - Recreation Department Fees

City of Saratoga Springs

RECREATION DEPARTMENT FEES - 2024: Ice Rink Fee

The Ice Rink Fees will be effective on July 1, 2024

Description	Fees
ICE RINK - HOURLY RATE	
Vernon Rink City User Groups	\$ 172.00
Vernon Rink Non-City User Groups	\$ 192.00
Weibel Rink City User Groups	\$ 182.00
Weibel Rink Non-City User Groups	\$ 202.00
Spring Rate Vernon or Weibel City User Groups	\$ 197.00
Spring Rate Vernon or Weibel Non-City User Groups	\$ 207.00
Summer Rate Vernon or Weibel City User Groups	\$ 197.00
Summer Rate Vernon or Weibel Non-City User Groups	\$ 207.00
Groups such as BOCES, Waldorf school of Saratoga Springs will receive a 50% discount on rentals during off peak day time school hours Monday – Friday	
If ice is needed by other customers, they will be given priority.	
BANNERS	
Installation of Banner	\$ 50.00
Replace banner in the same location	\$ 25.00
For Profit Organization annual fee	\$ 50.00
INTERNET Organizations utilizing WIFI/internet connection	Varies
Late Payment Fees- each month for payments received more than 30 days after billing date	\$ 25.00
Returned Check Fee	\$ 25.00
Skate Rentals (each)	\$ 5.00
Online transaction fees: e-checks 1% or visa/mc/discover at 2.9% rate plus \$0.25 per transaction	

Attachment B- City of Saratoga Springs, New York - All City Contracts and Agreements

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Attachment C – Additional Special Conditions

with Saratoga Youth Hockey

LICENSED PREMISES: Weibel Ice Rink, 30 Weibel Avenue, Saratoga Springs, NY 12866

Dasher Boards

1. **TIME AND DATES:** The City hereby leases unto Saratoga Youth Hockey the seventy two (72) dasher boards located in the Weibel Ice Rink for the duration of one (1) ice rink season, commencing July 1, 2023 and ending June 30, 2024. The City has the right to rent any dasher boards not rented by the Licensee after November 30, 2023. The City shall only rent these dasher boards for the remainder of the season, ending June 30, 2024, so as not to limit the Licensee's ability to rent all dasher boards the following season. The Licensee shall receive written approval from the City to rent additional dasher boards after November 30, 2023.
2. **RATE:** The Licensee shall pay the City Two Hundred Dollars (\$200) per installed graphic.
3. **PAYMENT:** The Recreation Department will forward a statement to the licensee by December 31, 2023. The Licensee is to pay one lump sum to the City within thirty (30) days of the dated invoice for all rented dasher boards. Any graphics installed after the invoice must be paid for in advance of the installation. Non-payment of any fee, cost, or change shall result in the immediate termination of this agreement. Checks should be made payable to the Commissioner of Finance and returned to: Saratoga Springs Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866
4. **CANCELLATIONS:** Licensee is required to provide thirty (30) business days notice of any cancellation of this first right to rent dasher board space from the City. If signs have been placed on the dasher boards at any time, a full payment for the rented dasher board space must be made.
5. **DASHER BOARD USE:** The Licensee shall have the right to install full color graphics within the confines of each dasher board. The Licensee is responsible for the installation and removal of all graphics. Any graphics remaining on the dasher board after the expiration of this agreement will be subject to the full rate of the current year's agreement. If the current year's agreement is not reached between the Licensee and the City by July 1st of the current year the Licensee must remove any/all graphics. Licensee is required to present to the City any graphics to be installed on the dasher boards. The City has the right to reject any graphic prior to its installation that is not in normal keeping with a family oriented facility. Political advertisements on dasher boards are specifically prohibited. If any graphics have been installed prior to review, the Licensee shall be responsible for the removal of said graphic within five (5) business days.
6. **DISCLAIMER:** The City will assume no responsibility for damaged graphics.

CONCESSION STAND

1. **TIME AND DATES:** The City hereby gives permission to Saratoga Youth Hockey to operate the concession stand located in the Weibel Ice Rink for the duration of one (1) ice rink season, commencing July 1, 2023 and ending June 30, 2024.
2. **RATES:** The Licensee shall not be charged a fee to operate the concession stand and vending machines.
3. **CONCESSION STAND CLEANLINESS:** Licensee shall be responsible for keeping the concession stand and all appliances contained within the area in a clean and tidy manner, and except for normal wear and tear, shall leave the concession stand in the same condition as when first provided to the Licensee.
4. **UTILITIES:** The City shall provide electric, water, sewer, and trash service necessary so Licensee can operate the concession stand. The Department of Public Works will provide trash bags at no cost to the Licensee.
5. **ACCESS:** The City shall have access to the concession stand at all times for inspection, maintenance, repair, alteration, or other lawful purpose.
6. **REPAIRS AND RENOVATIONS:** The Licensee shall notify the Recreation Department of any maintenance related concerns, including damage to the concession stand or vending machines. Any renovations made to the concession stand by the Licensee must first be approved by the City and will thereafter become the property of the City.
7. **PERMITS:** Licensee agrees to obtain and keep in force all permits required by the New York State Department of Health. Licensee shall be responsible for any training of its managers or volunteers as may be required by the New York State Department of Health and/or other federal and state regulations at Licensee's expense, and shall fully comply with all applicable federal and state rules, regulations, and requirements as required and/or recommended by law.

8. **CONCESSION STAND USE:** The Licensee shall have the non-exclusive right to sell hot and cold food, beverages, and other sundry items from the concession stand as permitted by the Licensee's NYS Department of Health Permit. The Licensee shall not sublease the concession stand. The City reserves the right to refuse any products or services that the Licensee proposes to provide that is not in normal keeping with a family oriented facility, specifically including politically related products or services.
9. **DELIVERIES:** In cases when a representative from Saratoga Youth Hockey cannot be present during deliveries, the Department of Public Works shall be notified in advance of when concession stand deliveries will be made.
10. **PRODUCT REMOVAL:** Licensee shall remove all inventory at the termination of this agreement.
11. **RULES AND REGULATIONS:** Licensee agrees to comply with all applicable laws, rules, and regulations of city, state, and federal government as they pertain to licensee's operation of a concession stand.



REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS ICE RINKS SKIDMORE COLLEGE

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing
- Provide Certificate of Insurance (see section 15 for details)
- Make check payable to "Commissioner of Finance"

This License Agreement, dated the _____ day of _____, 202_, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: ☐ YES ☐ NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of Sections 14 and 15, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

- 1. CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, NY State Department of Health and other federal and state regulations as pertinent and shall be liable for all damages for the activities contracted for herein. A designated representative from your organization shall be responsible for checking the facilities to be utilized for your day or evening event for any physical plant deficiency. Should a deficiency exist, your organization must notify a City Recreation Representative in writing of the deficiency and the City will remedy the issue accordingly in a timely fashion.
- 2. SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The first 15 minutes of scheduled time is for the standard ice cut and any additional ice cuts needed must be submitted in writing to Department of Public Works in the Zamboni Room – for example: Request 9-12pm ice time or Ice cut is 9-9:15am. The Licensee must provide a representative on-site during the entire event and who shall be responsible for each activity scheduled and the volunteers, coaches, spectators and participants present. In the event an incident occurs, it will be the Licensee's responsibility to IMMEDIATELY notify emergency services, law enforcement, and/or the Recreation Department.

Purpose and full description of Use: _____

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates and hours and preferred fields. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide fourteen (14) days notice of any cancellation, otherwise time shall be billed at the regular rate. For example, a request to cancel ice on the 15th of any month must be submitted by the 1st of the month. The City reserves the right to cancel this Agreement at any time in event of default or violation by the licensee of any provision of this Agreement. It is the responsibility of the licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. Licensee shall notify the Recreation Department within forty-eight (48) hours of any cancellation due to inclement weather.
4. **TIMES AND DATES:** Licensee shall not enter the ice prior to their scheduled time and must exit the ice at or before their scheduled time. This includes removing all supplies, personal property and equipment from the ice. Licensee must vacate the locker room within thirty (30) minutes after their scheduled time has ended. An overtime staff fee of one (1) hour shall be added to Licensee's fee for any overtime incurred as a result of a breach of the terms of this paragraph. The charge shall be made in fifteen (15) minute increments until the organization is off the premises. If the license is the last scheduled activity for the day, the group must vacate the premises thirty (30) minutes after their scheduled time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office at 77 Mohican Street, Glens Falls, New York 12801. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Licensee shall not hang or attach anything to the interior or exterior of any building, fencing, or ice rink glass without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERAGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. Additionally all recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco products in the locker rooms and/or on the premises, the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The Licensee is responsible for leaving the locker rooms and lobby in a reasonably tidy condition. The Licensee renting the facility shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City at replacement cost value. Damages are to be repaired or paid for to the full satisfaction of the City. 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.
9. **PARKING:** Parking between the Vernon and Weibel ice rinks is strictly prohibited unless for handicap and bus parking. Licensee requiring parking access in between the Vernon and Weibel ice rinks must do so by contacting the Department of Public Works one (1) day in advance.
10. **MAINTENANCE:** The City shall maintain the ice throughout the season. The first fifteen (15) minutes of scheduled time shall be for the standard ice cut and any additional ice cuts needed must be submitted in writing to Department of Public Works in the Zamboni Room.
11. **PAYMENT AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. See ***Attachment A*** Recreation Department Fees for a list of all ice rink fees. The City will forward a statement to the Licensee upon approval of scheduled activity for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said statement is paid in full. New Licensees must make their initial payment prior to their first schedule time. Checks should be made payable to Commissioner of Finance should be sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. No online payments will be accepted without prior written approval, any fees will be charged accordingly.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in ***Attachment B*** of this Agreement.
13. **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.

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, volunteers, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.

The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

Recreation Department, City of Saratoga Springs, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

16. **SPECIAL CONDITIONS:** All posted Ice Rink Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of ice rental.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals shall be allowed in accordance with state and federal regulatory standards.
- b. No child shall be left unattended at any time without parental and/or guardian supervision.
- c. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- d. Medical staff and/or Emergency First Aid Treatment are NOT provided by the City.
- e. City reserves the right to reschedule ice time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- f. Any storage units must be approved by DPW prior to their being set up. The Licensee shall assume all responsibility for these storage units, and will not hold the City responsible for any loss or theft of property of the storage units or of any items contained within.

17. **ADDITIONAL SPECIFIC CONDITIONS:** The City recognizes the importance of recreational level youth sports in its community and therefore has developed additional conditions for specific Licensees to ensure efficient utilization of City facilities and the success of the leagues providing this level of activity. Therefore **Attachment C** outlines additional specific conditions relevant to the activity of the Licensee. In consultation with each other, the Recreation Department and DPW may impose additional conditions and where it shall be mutually agreed to by the Licensee.

18. **CONTACTS:** The Licensee shall use the contacts below:

- a. **Program scheduling and information:** Recreation Department
 - i. Jill Ramos recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:** DPW Deputy
 - i. Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798
- c. **Minor on-site requests:** DPW Crew Supervisor
 - i. Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890

NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
 - i. Gary Benincasa 518-365-8890
 - ii. Joe O'Neill 518-410-6798
 - iii. John Hirliman 315-529-3405
 - iv. Rec Department Recreservations@saratoga-springs.org

19. **MUSIC:** The City does not provide music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

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 "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENT:

OF LICENSEE: Licensee Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: _____ YES _____ NO

Schedule Included: _____ YES _____ NO

Deposit: _____ YES _____ NO

If yes: Amount _____ Check # _____ (write cash if paid in Cash)

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A - Recreation Department Fees

City of Saratoga Springs

RECREATION DEPARTMENT FEES - 2024: Ice Rink Fee

The Ice Rink Fees will be effective on July 1, 2024

Description	Fees
ICE RINK - HOURLY RATE	
Vernon Rink City User Groups	\$ 172.00
Vernon Rink Non-City User Groups	\$ 192.00
Weibel Rink City User Groups	\$ 182.00
Weibel Rink Non-City User Groups	\$ 202.00
Spring Rate Vernon or Weibel City User Groups	\$ 197.00
Spring Rate Vernon or Weibel Non-City User Groups	\$ 207.00
Summer Rate Vernon or Weibel City User Groups	\$ 197.00
Summer Rate Vernon or Weibel Non-City User Groups	\$ 207.00
Groups such as BOCES, Waldorf school of Saratoga Springs will receive a 50% discount on rentals during off peak day time school hours Monday – Friday	
If ice is needed by other customers, they will be given priority.	
BANNERS	
Installation of Banner	\$ 50.00
Replace banner in the same location	\$ 25.00
For Profit Organization annual fee	\$ 50.00
INTERNET Organizations utilizing WIFI/internet connection	Varies
Late Payment Fees- each month for payments received more than 30 days after billing date	\$ 25.00
Returned Check Fee	\$ 25.00
Skate Rentals (each)	\$ 5.00
Online transaction fees: e-checks 1% or visa/mc/discover at 2.9% rate plus \$0.25 per transaction	

Attachment B- City of Saratoga Springs, New York - All City Contracts and Agreements

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Attachment C – Additional Special Conditions

with Skidmore College

LICENSED PREMISES: Weibel Ice Rink, 30 Weibel Avenue, Saratoga Springs, NY 12866

ON ICE LOGOS

1. **DESCRIPTION:** The City has given approval to licensee to install their school logo on center ice in the Weibel Ice Rink for a period commencing July 1, 2023 and ending June 30, 2024. Licensee has been given this approval provided the following conditions are met: Licensee shall pay for and install on ice logos or writing for the City, Saratoga Springs High School Hockey, the Saratoga Springs Figure Skating Club, the Saratoga Winter Club, and Saratoga Youth Hockey.
2. **FEES:** The Licensee shall pay for and install on ice logos or writing for all interested groups.
3. **DISCLAIMER:** The City will assume no responsibility for damage to on ice logos or writing. The cost to replace any logos or writing is the responsibility of the licensee. In the event the logos or writing are removed for any reason (i.e. mechanical failure to ice refrigeration or the ice is removed for maintenance), the City will notify the licensee. The cost for reinstallation shall be mutually agreed upon if needed.



**REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS
SCOTT T. JOHNSON RECREATION CENTER**

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing Provide Certificate of Insurance
- Make check payable to "Commissioner of Finance"

This License Agreement, dated the _____ day of _____, _____ (year), is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: ☐ YES ☐ NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of Sections 13 and 14, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

1. **CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, NY State Department of Health and other federal and state regulations as pertinent and shall be liable for all damages for the activities contracted for herein.
2. **SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department at recreservations@saratoga-springs.org. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The Licensee must provide a representative on-site during the entire event and who shall be responsible for each activity scheduled and the volunteers, coaches, spectators and participants present. In the event an incident occurs, it will be the Licensee's responsibility to IMMEDIATELY notify emergency services, law enforcement, and/or the Recreation Department.

Purpose and full description of Use: _____

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates, hours, courts, concession, etc. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide fourteen (14) days written notice of any cancellation; otherwise time shall be billed at the regular rate. For example, a request to cancel ice on the 15th of any month must be submitted by the 1st of the month. The City reserves the right to cancel this Agreement at any time in event of default or violation by the licensee of any provision of this Agreement. It is the responsibility of the licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings.
4. **TIMES AND DATES:** The licensee shall not use a court prior to their scheduled time and must exit the court at or before their scheduled time. This includes removing all supplies, personal property and equipment from the court. An overtime staff fee of one (1) hour shall be added to Licensee's fee for any overtime incurred as a result of a breach of the terms of this paragraph. The charge shall be made in fifteen 15 minute increments until the organization is off the premises. If the licensee is the last scheduled activity for the day, the group must vacate the premises fifteen (15) minutes after their scheduled time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Licensee shall not hang or attach anything to the interior or exterior of any building, fencing, or gym walls without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERAGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. Additionally all recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco products in the locker rooms and/or on the premises, the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The licensee is responsible for leaving the facility and grounds in a reasonably tidy condition including the player benches. The licensee renting the facility shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City. 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. A maintenance fee applies if rental requires excessive clean up.
9. **PARKING AND VEHICLE ACCESS:** Parking in the drop area located around the parking lot circle is prohibited. Licensee requiring parking in the circle must do so by contacting the Recreation Department one (1) day in advance.
10. **MAINTENANCE:** The City shall maintain the Scott T. Johnson Rec. Center. Licensee may use the dust broom for periodic maintenance on the gym floor and shall be required to return the broom or any supplies or equipment to the location it was taken from.
11. **PAYMENTS AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. See **Attachment A** Recreation Department Fees for a list of all Scott T. Johnson Rec Center fees. The City will forward a statement to the Licensee upon approval of scheduled activity for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said statement is paid in full. New Licensees must make their initial payment prior to their first scheduled time. Checks should be made payable to Commissioner of Finance should be sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. No online payments will be accepted without prior written approval, any fees will be charged accordingly.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in **Attachment B** of this Agreement.
13. **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.

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.

The Certificate naming the City of Saratoga Springs as a Certificate Holder and as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

Recreation Department, City of Saratoga Springs, 15 Vanderbilt Ave, Saratoga Springs, NY 12866.

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

16. **SPECIAL CONDITIONS** All posted Scott T. Johnson Rec Center Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of Scott T. Johnson Rec. Center rental. By signing the agreement is an acceptance of the facility rules found on www.SaratogaRec.com.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals shall be allowed in accordance with state and federal regulatory standards.
- b. Appropriate attire is required at all time. This includes wearing a shirt/shorts and non-marking soled shoes
- c. No child shall be left unattended at any time without parental and/or guardian supervision.
- d. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- e. Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- f. Licensor reserves the right to reschedule gym time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- g. Licensee shall respect the space of other facility users. If any Licensee member or guest is found to be disturbing other facility users, i.e. bouncing balls or crowding the court, the Licensee shall cease the activity and may be subject to suspension.
- h. Please note the Spray Fountains and playgrounds are open to the public and will not be exclusive to the Licensee rental.

17. **ADDITIONAL SPECIAL CONDITIONS:** In the event the licensee is using the concession stand, the licensee shall abide by all posted rules and procedures for usage and cleaning. The City shall provide cleaning products and paper towels for the rental. The Licensee shall not use their cleaning supplies on the City's equipment.

18. **CONTACTS:** The Licensee shall use the contacts below.

- a. **Program scheduling and information:** Recreation Department
 - i. Lisa Morahan recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:** DPW Deputy
 - i. Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798
- c. **Minor on-site requests:** DPW Crew Supervisor
 - i. Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890

NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
 - i. Gary Benincasa 518-365-8890
 - ii. Joe O'Neill 518-410-6798
 - iii. John Hirliman 315-529-3405
 - iv. Rec Department recreservations@saratoga-springs.org

19. **MUSIC:** The City does not provide CD players or music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

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 "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENTS:

OF LICENSEE: Licensee Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: ____YES ____NO

Schedule Included: ____YES ____NO

Deposit: ____YES ____NO

If yes: Amount _____ Check # _____ (write cash if paid in Cash)

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A- Recreation Department Fees

2024 Scott T. Johnson Recreation Center Fees

The following fees are the standard fees for facility rental and programs. We reserve the option to raise or reduce prices to meet competition.

The Scott T. Johnson Recreation Center rental fees will be effective July 1, 2024

DESCRIPTION	FEES
<u>Junior Court Rental Per Hour</u>	
City User Groups	\$ 54.00
Non City User Groups	\$ 64.00
<u>Collegiate Court Rental Per Hour</u>	
City User Groups	\$ 89.00
Non City User Groups	\$ 99.00
<u>Junior Court Lag Rates</u>	
Doesn't apply for vacation, holiday, tournaments, games, or other rentals requiring City equipment or set up/take down July 1-Labor Day and/or M-F 8am-2:30pm on non school vac/holiday	
City User Groups	\$ 34.00
Non City User Groups	\$ 44.00
<u>Rental Set Up/Take Down Fee-</u> per hour / per court as necessary	
City User Groups	\$ 25.00
Non City User Groups	\$ 25.00
*Applies if rental requires set or take down	
<u>Kitchen / Concession Rental Per Hour</u>	
City User Groups	\$ 36.00
Non City User Groups	\$ 46.00
*Rental includes Multipurpose room.	
*Max cost \$180 per day or \$230 per day	
<u>Multipurpose/Game Room/Racquetball Rental Per Hour</u>	
City User Groups	\$ 19.00
Non City User Groups	\$ 24.00
*Max cost \$95 per day or \$120 per day. No max for Racquetball Court	
*501c3 organizations holding meetings will not be charged for room rentals if space is available	
<u>Maintenance Fee Per Hour</u>	
City User Groups	\$ 25.00
Non City User Groups	\$ 25.00
*Applies if rental requires excessive clean up	

Attachment A- Recreation Department Fees 2024 Scott T. Johnson Recreation Center Fees

DESCRIPTION	FEES
<u>Tournament Fee</u>	
4 Junior Courts (Whole Gym), Kitchen, Multipurpose Room, and Game Room	\$ 5,000.00
*Fee includes starting Saturday morning and ending Sunday Evening. Times and days are negotiable.	
*Fee includes scoreboards, player/coach benches and tables	
Non Refundable deposit with reservation form and signed Agreement (deposit deducted from invoice)	\$ 450.00
Overtime Fee per hour - Charged if scheduled more than 14 consecutive hours	\$ 45.00
<i>Final Balance and Insurance are due 30 days prior to event</i>	
<i>All additional required documents must be submitted two weeks prior</i>	
<i>Space will not be held until a signed license agreement has been submitted with your non refundable deposit</i>	
<u>Special Events</u>	\$ Varies
Craft shows, flea markets, etc...Rate is based on Contractual Agreement	
<u>Special Notes:</u>	
Reciprocated Rates:	The city will reciprocate a reduced rental rate for organization the city rents from. Such groups included but not limited to: Baseball, softball, adult basketball/volleyball/lacrosse, navy, kickboxing, inline hockey, and Boces.
Daily Fees:	Listed under Recreation Department Fees - 2024: Programs. Includes drop in rates, open gym, & programs
Lag Rates and Multiple Court Rates available upon Request	
In a case of a conflict between user groups, the City of Saratoga Springs Recreation Department schedule will take precedence	
501c3 organizations holding meetings will not be charged for room rentals if space is available.	
Returned Check	\$ 25.00
Late Payment Fees - For payments received more than 30 days after billing date	\$ 25.00
Online transaction fees: e-checks 1% or visa/mc/discover at 2.99% rate plus \$0.25 per transaction	

Attachment B- Compliance with Federal and State Regulations

City of Saratoga Springs, New York

During the performance of this contract, the Consultant, Licensee, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



EAST SIDE REC PAVILION / FIELD HOUSE RENTAL AGREEMENT

Available for Rent: Field House, Pavilion

INSTRUCTIONS: Check with Recreation Department staff for availability of space and dates via email recreservations@saratoga-springs.org. Complete this application and submit payment to the Saratoga Springs Recreation Department Office accordingly.

Applicant Name: _____ Today's Date: _____

Name of Organization (if applicable): _____

Address: _____

Primary Number: _____ E-Mail: _____

Special Event, Name and Age of Person for birthday party (optional): _____

Estimated Attendance: _____

6 picnic tables are included in the Pavilion rental; list additional set up needs (tables, chairs, other):

Is Applicant a Resident in the City of Saratoga Springs: _____ YES _____ NO *Proof of residency required

Location:

Event Date:

_____ East Side Rec Pavilion

_____ East Side Rec Field House

_____ from _____ to _____

_____ from _____ to _____

Rental Fee Check Amount \$ _____ Check Number _____

Pavilion - City Resident \$32/max 6 hours; Non City Resident \$52/max 6 hours

Field House - City Resident \$19/hour \$95/day (max 6 hours); Non City Resident \$24/hour; \$120/day (max 6 hours)

Payment must be made by cash or check only.

Payments must be made in advance of usage. Returned Check Fee: \$25.00

PLEASE RETURN APPLICATION AND CHECK PAYABLE TO COMMISSIONER OF FINANCE TO:
Saratoga Springs Recreation Department @ 15 Vanderbilt Avenue, Saratoga Springs, NY 12866

Do not fill out below this line – for Official use only

Rental Fee: _____ Check #'s: _____

RECEIVED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____

The following Rules and Special Conditions are to be followed by the Applicant. In addition, all City rules posted on SaratogaRec.com apply. Failure to comply may result in termination of this agreement and suspension of rental.

PRIVATE PARTY RULES

- NO OPEN FLAMES, HELIUM BALLOONS, CONFETTI or USE OF RICE shall be allowed on the premises.
- No tape shall be used on any wall or window; puddy tape or the like is permitted.
- Applicant/Vendor shall be responsible for clean-up of the areas used immediately following the event. Please wipe down all tables, chairs, and counters, sweep the floors, throw away all garbage, and put away all chairs and tables. User shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City.
- Applicant should call three business days prior to event to confirm date, time and set up details.

SPECIAL CONDITIONS

- No domestic animals or pets shall be permitted on City grounds. Service animals shall be allowed in accordance with state and federal regulatory standards.
- Appropriate attire is required at all time. This includes wearing a shirt/shorts and non-marking soled shoes.
- No child shall be left unattended at any time without parental and/or guardian supervision.
- Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- Licensor reserves the right to reschedule gym time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- Licensee shall respect the space of other facility users. If any Licensee member or guest is found to be disturbing other facility users, i.e. bouncing balls or crowding the court, the Licensee shall cease the activity and may be subject to suspension.
- Spray Fountains, fields and playgrounds are open to the public and not exclusive to the Licensee.
- Licensee is required to provide fourteen (14) days written notice of any cancellation; otherwise will be responsible for the entire rental. The City reserves the right to cancel this Agreement at any time in event of default or violation by the User of any provision of this Agreement. It is the responsibility of the Licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. City of Saratoga Springs facilities are usually open, regardless of inclement weather.
- Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Applicant/Vendor will be providing food or operating a concession stand or any concession, the Applicant/Vendor must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.



HOLD HARMLESS AGREEMENT

Applicant/Vendor hereby releases and discharges the City of Saratoga Springs (hereafter known as the City), located at 15 Vanderbilt Avenue, Saratoga Springs, NY, & the Saratoga Springs City School District, from any and all claims, causes of action, or liability for any injuries the applicant/vendor may suffer resulting from the applicant/vendor's participation in the City's activities or the use of the City/School District's facilities, whether or not the same arises out of, or results from, any act, omission, or conduct of any of the City/Schools's Parties. It is understood the Applicant/Vendor will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, and NY State Department of Health and they shall be liable for all damages from the activities. The Applicant/Vendor must provide an adult representative on-site during the entire event and who shall be responsible for each activity scheduled. In the event an incident occurs it is the Applicant/Vendor's responsibility to notify the Recreation Department IMMEDIATELY.

Section I. Assumption of Risk, Release, and Waiver of Liability; Indemnity concluded:

The Applicant/Vendor assumes all risks in the performance of all its activities authorized by this Agreement. Applicant/Vendor shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Applicant/Vendor hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Applicant/Vendor shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Applicant/Vendor's responsibility under this section shall not be limited to the required or available insurance coverage.

It is understood that the organization or person in charge of the activity will adhere to all rules, regulations and requirements of the City of Saratoga Springs and the Saratoga Springs City School District and shall be liable for any and all damage from the activity. I am authorized to sign on behalf of the organization. My signature hereon indicates that I have read the City's Policy & Rules and agree to abide by them.

Applicant/Vendor: _____
(Please print name)

Organization (if applicable): _____
(Please print name)

Applicant/Vendor Signature: _____
(Authorized to sign for the above)

Date: _____



SCOTT T. JOHNSON RECREATION CENTER PRIVATE PARTY APPLICATION

15 Vanderbilt Ave Saratoga Springs, NY 12866 (518) 587-3566 ext 2300 recreservations@saratoga-springs.org

Available for Rent: Gym, Multipurpose Rooms (MPR / Fitness Room)

INSTRUCTIONS: Check with Recreation Department staff for availability of space and dates via email recreservations@saratoga-springs.org. Complete this application and submit payment to the Saratoga Springs Recreation Department Office accordingly.

Applicant Name: _____ Today's Date: _____

Name of Organization (if applicable): _____

Address: _____

Primary Number: _____ E-Mail: _____

Special Event, Name and Age of Person for birthday party (optional): _____

Birthday Party sports themed parties available; includes nets, balls, paddles / racquets as available.

☐ Basketball ☐ Soccer ☐ Pickleball

Estimated Attendance: _____

Needs (tables, chairs, other): _____

Is Applicant a Resident in the City of Saratoga Springs: ☐ YES ☐ NO *Proof of residency required

See attached Fee Schedule for rates.

Location	Event Date and Time	#/hrs x hr rate= total
<input type="checkbox"/> MPR / Fitness Room	_____ from _____ to _____	___ X ___ = _____
<input type="checkbox"/> Gym	_____ from _____ to _____	___ X ___ = _____

Rental Fee Check Amount \$ _____ Check Number _____

Payment must be made by cash or check only.

Payments must be made in advance of usage. Returned Check Fee: \$25.00

**PLEASE RETURN APPLICATION AND CHECK PAYABLE TO COMMISSIONER OF FINANCE TO:
Saratoga Springs Recreation Department @ 15 Vanderbilt Avenue, Saratoga Springs, NY 12866**

Do not fill out below this line – for Official use only

RENTAL FEE: _____ CHECK #'s: _____

RECEIVED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____

The following Rules and Special Conditions are to be followed by the Applicant. In addition, all City rules posted on SaratogaRec.com apply. Failure to comply may result in termination of this agreement and suspension of rental.

PRIVATE PARTY RULES

- NO OPEN FLAMES, HELIUM BALLOONS, CONFETTI or USE OF RICE shall be allowed on the premises.
- No tape shall be used on any wall or window; putty tape or the like is permitted.
- Applicant/Vendor shall be responsible for clean-up of the areas used immediately following the event. Please wipe down all tables, chairs, and counters, sweep the floors, throw away all garbage, and put away all chairs and tables. User shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City.
- Applicant should call three business days prior to event to confirm date, time and set up details.

SPECIAL CONDITIONS

- No domestic animals or pets shall be permitted on City grounds. Service animals shall be allowed in accordance with state and federal regulatory standards.
- Appropriate attire is required at all time. This includes wearing a shirt/shorts and non-marking soled shoes.
- No child shall be left unattended at any time without parental and/or guardian supervision.
- Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- Licensor reserves the right to reschedule gym time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- Licensee shall respect the space of other facility users. If any Licensee member or guest is found to be disturbing other facility users, i.e. bouncing balls or crowding the court, the Licensee shall cease the activity and may be subject to suspension.
- Spray Fountains, fields and playgrounds are open to the public and not exclusive to the Licensee.
- Licensee is required to provide fourteen (14) days written notice of any cancellation; otherwise will be responsible for the entire rental. The City reserves the right to cancel this Agreement at any time in event of default or violation by the User of any provision of this Agreement. It is the responsibility of the Licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. City of Saratoga Springs facilities are usually open, regardless of inclement weather.
- Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Applicant/Vendor will be providing food or operating a concession stand or any concession, the Applicant/Vendor must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.



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Applicant/Vendor hereby releases and discharges the City of Saratoga Springs (hereafter known as the City), located at 15 Vanderbilt Avenue, Saratoga Springs, NY, & the Saratoga Springs City School District, from any and all claims, causes of action, or liability for any injuries the applicant/vendor may suffer resulting from the applicant/vendor's participation in the City's activities or the use of the City/School District's facilities, whether or not the same arises out of, or results from, any act, omission, or conduct of any of the City/Schools's Parties. It is understood the Applicant/Vendor will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, and NY State Department of Health and they shall be liable for all damages from the activities. The Applicant/Vendor must provide an adult representative on-site during the entire event and who shall be responsible for each activity scheduled. In the event an incident occurs it is the Applicant/Vendor's responsibility to notify the Recreation Department IMMEDIATELY.

Section I. Assumption of Risk, Release, and Waiver of Liability; Indemnity concluded:

The Applicant/Vendor assumes all risks in the performance of all its activities authorized by this Agreement. Applicant/Vendor shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Applicant/Vendor hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Applicant/Vendor shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Applicant/Vendor's responsibility under this section shall not be limited to the required or available insurance coverage.

It is understood that the organization or person in charge of the activity will adhere to all rules, regulations and requirements of the City of Saratoga Springs and the Saratoga Springs City School District and shall be liable for any and all damage from the activity. My signature hereon indicates that I have read the City's Policy & Rules and agree to abide by them.

Applicant/Vendor:

(Please print name)

Organization (if applicable):

Applicant/Vendor Signature:

(Authorized to sign for the above)

Date:

Attachment A- Recreation Department Fees

RECREATION DEPARTMENT FEES - 2024: Recreation Center Rentals

The following fees are the standard fees for facility rental and programs. We reserve the option to raise or reduce prices to meet competition.

The Recreation Center rental fees will be effective July 1, 2024

DESCRIPTION	FEES
<u>Junior Court Rental Per Hour</u>	
City User Groups	\$ 54.00
Non City User Groups	\$ 64.00
<u>Collegiate Court Rental Per Hour</u>	
City User Groups	\$ 89.00
Non City User Groups	\$ 99.00
<u>Junior Court Lag Rates</u>	
Doesn't apply to vacation, holiday, tournaments, games, and/or other rentals requiring City equipment and/or set up/take down	
July 1- Columbus Day and/or	
M-F 8-2:30pm on non School Vacation/Holidays	City User Groups \$ 34.00
	Non City User Groups \$ 44.00
<u>Rental Set Up/Take Down Fee-</u> per hour / per court as necessary	
City User Groups	\$ 25.00
Non City User Groups	\$ 25.00
*Applies if rental requires set or take down	
<u>Kitchen / Concession Rental Per Hour</u>	
City User Groups	\$ 36.00
Non City User Groups	\$ 46.00
*Rental includes Multipurpose room.	
*Max cost \$180 per day or \$230 per day	
<u>Multipurpose/Game Room/Racquetball Rental Per Hour</u>	
City User Groups	\$ 19.00
Non City User Groups	\$ 24.00
*Max cost \$95 per day or \$120 per day. No max for Racquetball Court	
<u>Maintenance Fee Per Hour</u>	
City User Groups	\$ 25.00
Non City User Groups	\$ 25.00
*Applies if rental requires excessive clean up	

Special Notes:

Reciprocated Rates: The city will reciprocate a reduced rental rate for organization the city rents from. Such groups included but not limited to: Baseball, softball, adult basketball/volleyball/lacrosse, navy, kickboxing, inline hockey, and Boces.

Daily Fees: Listed under Recreation Department Fees - 2023: Programs. Includes drop in rates, open gym, & programs

Lag Rates and Multiple Court Rates available upon Request

In a case of a conflict between user groups, the City of Saratoga Springs Recreation Department schedule will take precedence
501c3 organizations holding meetings may not be charged for room rentals if space is available.

Returned Check Fee	\$ 25.00
Late Payment Fees - for payments received more than 30 days after billing date	\$ 25.00
Online transaction fees: e-checks 1% or visa/mc/discover at 2.9% rate plus \$0.25 per transaction	



REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS FIELDS

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing (*see section 2 for details*)
- Provide Certificate of Insurance (*see section 15 for details*)
- Make check payable to "Commissioner of Finance" (*see section 11 and attachment A for details*)

This License Agreement, dated the _____ day of _____, 2024, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: ☐ YES ☐ NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of sections 14 and 15, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

- 1. CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, and NY State Department of Health and they shall be liable for all damages from the activities. A designated representative from your organization shall be responsible for checking the facilities to be utilized for your day or evening event for any physical plant deficiency. Should a deficiency exist, your organization must notify a City Recreation Representative in writing of the deficiency and the City will remedy the issue accordingly in a timely fashion.
- 2. SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The Licensee must provide a representative on-site during the entire event who shall be responsible for each activity scheduled. In the event an incident occurs it is the Licensee's responsibility to IMMEDIATELY notify the Recreation Department.

Purpose and full description of Use: _____

Select all FIELDS requesting: ☐ Scott T. Johnson Recreation Center ☐ East Side Rec ☐ West Side Rec
☐ Willard J. Grande Memorial Field (North Side) ☐ Veterans Memorial Park (Geyser)
☐ other site (specify) _____ ☐ East Side Field House ☐ East Side Pavillion

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates and hours and preferred fields. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide fourteen (14) days notice of any cancellation, otherwise time shall be billed at the regular rate. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Licensee of any provision of this Agreement. The City shall decide whether or not the rented area is usable in inclement weather and will notify the licensee via email of such closure. Failure to honor any field closure is subject to a revoking of the Licensee's field usage and removal from the premises. It is the responsibility of the Licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. Licensee shall notify the Recreation Department within 48 hrs of any cancellation due to inclement weather.
4. **TIMES AND DATES:** Licensee shall finish at or before their scheduled time. This includes removing all supplies, personal property and equipment from the rented areas. If times are not specified for field events, a game or practice slot for baseball on a large field will be considered 2 ½ hours and all other field rentals will be booked for 2 hours. If you need a longer time slot, a request in writing must be submitted. If a game runs longer than 2 ½ hours from its scheduled start time, a team will stop the game/practice at its scheduled end time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Nothing shall be attached to, or hung from, the interior or exterior of any building or fencing without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. All recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco in the dugouts and/or on the premises the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The licensee is responsible for leaving rented area and dugouts in a reasonably tidy condition. The licensee shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City. 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. A maintenance fee may apply if rental requires excessive clean up.
9. **PARKING AND VEHICLE ACCESS:** Parking and/or driving on the fields, tracks, or inside the park area is strictly prohibited. All equipment, supplies, and deliveries shall be carried into the park. Licensee requesting vehicle access must do so by contacting the Department of Public Works 1 day in advance. If the Licensee or a licensee representative violates this policy, the Licensee shall receive a warning for the 1st offense, a \$50 fee for the 2nd offense, and repeated violations may result in the termination of this agreement or additional fees.
10. **MAINTENANCE:** The City shall maintain the fields throughout the season as weather and use allows. During the Licensee's regular and playoff season, the City shall prepare and line the fields for the games. The City only lines fields Monday through Friday. If consecutive games will be played on the same field, then the City shall only line the field for the first game of the day. If the Licensee desires to have a field lined on a weekend and/or outside the normal regular and playoff season, the Licensee shall submit the request a minimum of 3 days prior to the event for the Department of Public Work's approval. If the request is not granted the Licensee is responsible for the lining and prepping of the field.
11. **PAYMENTS AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. See **Attachment A** Recreation Department Fees for a list of all field fees. The City will forward a statement to the Licensee upon approval of scheduled activity for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said statement is paid in full. New Licensees must make their initial payment prior to their first schedule time. Checks should be made payable to Commissioner of Finance and sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. No online payments will be accepted without prior written approval and any fees will be charged accordingly.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in **Attachment B** of this Agreement.
13. **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.

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.

The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

Recreation Department, City of Saratoga Springs, 15 Vanderbilt Ave, Saratoga Springs, NY 12866.

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

Licensee requesting the use of East Side or West Side Recreation Park must also provide a Certificate of Insurance naming the Saratoga Springs School District as an Additional Insured that meets the same requirements as described above. The Certificate naming the Saratoga Springs School District as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent should be addressed to the attention of:

Business Manager, Saratoga Springs School District, Three Blue Streak Boulevard, Saratoga Springs, NY 12866.

16. **SPECIAL CONDITIONS:** All posted Park Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of field rental.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals are allowed.
- b. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- c. Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- d. Licensor reserves the right to reschedule field time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- e. Licensee shall be responsible for purchase of sport activity equipment.

17. **ADDITIONAL SPECIFIC CONDITIONS:** The City recognizes the importance of recreational level youth sports in its community and therefore has developed additional conditions for specific licensees to ensure efficient utilization of City facilities and the success of the leagues providing this level of activity. Therefore **Attachment C** outlines additional specific conditions relevant to the activity of the licensee. In consultation with each other, the Recreation Department and DPW may impose additional conditions and where it shall be mutually agreed to by the Licensee.

18. **CONTACTS:** The Licensee shall use the contacts below.

- a. **Program scheduling and information:** Recreation Department
 - i. Lisa Morahan recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:**
DPW Deputy Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798
- c. **Minor on-site requests:**
DPW Crew Supervisor Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890
NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
 - i. Gary Benincasa 518-365-8890
 - ii. Joe O'Neill 518-410-6798
 - iii. John Hirliman 315-529-3405
 - iv. Rec Department Recreservations@saratoga-springs.org

19. **MUSIC:** The City does not provide CD players or music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

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 "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENT:

OF LICENSEE: Licensee Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: ☐ YES ☐ NO

Schedule Included: ☐ YES ☐ NO

Deposit: ☐ YES ☐ NO

 If yes: Amount _____ Check # _____ (write cash if paid in Cash)

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A- Recreation Department Fees

RECREATION DEPARTMENT FEES - 2024: Field User Agreement Fees

Field/Facilities in this Rate Fee Include: East Side, West Side, South Side, Willard J. Grande Memorial (North Side) Fields, Veteran's Memorial Park (Geyser). All practice and game schedules must be submitted to the recreation department prior to using any field/facility

DESCRIPTION	FEES
<u>Field Use Fee</u>	
City User Group: <i>Games will be scheduled either in 2hr blocks or 2 1/2 hour blocks unless organizations arrange otherwise with Rec Dept. in writing. Youth Groups under 18 years of age are not charged for practices unless lining and/or set up is needed</i>	\$ 25.00
Non City User Group:	\$ 30.00
<u>Saratoga/Wilton Youth Baseball & Saratoga Springs Miss Softball & Little League</u>	
Hourly Game Fee Rate:	\$ 15.00
<u>Public and private schools inside the Saratoga Springs City School District</u>	
Hourly Game Fee Rate: <i>No charge for Saratoga Springs City School District on East and West Side Rec per City and School Agreement</i>	\$ 20.00
<u>Saratoga Springs Pop Warner</u>	
Hourly Game Fee Rate:	\$ 25.00
Hourly Practice Fee Rate: Includes tee ball lights	\$ 15.00
<u>Additional Fees</u>	
Light Fee per game/practice	\$ 50.00
Port-A-John Tournament Fee-min. one per site required	\$ Varies
Surcharge Fee added if Organizations do not Clean up after games/practices	\$ 50.00
Parking Violation Fee:	\$ 50.00+
Other Fields	Varies
<u>Pavillon Rental Per Day (max 6 hrs)</u>	
City User Group	\$ 32.00
Non City User Group	\$ 52.00
<u>Outdoor Courts Hourly Fee</u>	
City User Group	\$ 23.00
Non City User Group	\$ 28.00
<u>Field House Hourly Fee</u>	
City User Group	\$ 19.00
Non City User Group	\$ 24.00
*Max cost \$95 per day or \$120 per day	
<u>Field Rentals Fees for Camp Programs</u>	
For Profit Organizations for five weekdays fee	\$ 380.00
Not-For-Profit Organizations for five weekdays fee	\$ 255.00
<u>Payment Schedule</u>	
Initial Fee shall be paid with signed user agreement before a schedule is accepted.	
New groups shall pay in full prior to use.	
Returning User groups will be billed any balances at the end of each month.	
It is the responsibility of the Rental groups to review all invoices and within 30 days report any discrepancies to the Recreation Department.	
Groups that do not make payment promptly will be billed and payments will be due all up front before the season begins until they are deemed in good standing.	
Additional fees must be pre-paid before field/facility usage	
Online Transaction Fees- e-checks 1% or visa/mc/discover at 2.9% rate plus \$0.25 per transaction	
Returned Check Fee	\$ 25.00
Late Payment Fees Each month for payment received more than 30 days after billing date	\$ 25.00

Attachment B- City of Saratoga Springs, New York- 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 § 471, 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.*).



REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS FIELDS SARATOGA MISS SOFTBALL

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing (*see section 2 for details*)
- Provide Certificate of Insurance (*see section 15 for details*)
- Make check payable to "Commissioner of Finance" (*see section 11 and attachment A for details*)

This License Agreement, dated the _____ day of _____, 2024, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: ☐ YES ☐ NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of sections 14 and 15, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

- 1. CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, and NY State Department of Health and they shall be liable for all damages from the activities. A designated representative from your organization shall be responsible for checking the facilities to be utilized for your day or evening event for any physical plant deficiency. Should a deficiency exist, your organization must notify a City Recreation Representative in writing of the deficiency and the City will remedy the issue accordingly in a timely fashion.
- 2. SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The Licensee must provide a representative on-site during the entire event who shall be responsible for each activity scheduled. In the event an incident occurs it is the Licensee's responsibility to IMMEDIATELY notify the Recreation Department.

Purpose and full description of Use: _____

Select all FIELDS requesting: ☐ Scott T. Johnson Recreation Center ☐ East Side Rec ☐ West Side Rec
☐ Willard J. Grande Memorial Field (North Side) ☐ Veterans Memorial Park (Geyser)
☐ other site (specify) _____ ☐ East Side Field House ☐ East Side Pavillion

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates and hours and preferred fields. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide fourteen (14) days notice of any cancellation, otherwise time shall be billed at the regular rate. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Licensee of any provision of this Agreement. The City shall decide whether or not the rented area is usable in inclement weather and will notify the licensee via email of such closure. Failure to honor any field closure is subject to a revoking of the Licensee's field usage and removal from the premises. It is the responsibility of the Licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. Licensee shall notify the Recreation Department within 48 hrs of any cancellation due to inclement weather.
4. **TIMES AND DATES:** Licensee shall finish at or before their scheduled time. This includes removing all supplies, personal property and equipment from the rented areas. If times are not specified for field events, a game or practice slot for baseball on a large field will be considered 2 ½ hours and all other field rentals will be booked for 2 hours. If you need a longer time slot, a request in writing must be submitted. If a game runs longer than 2 ½ hours from its scheduled start time, a team will stop the game/practice at its scheduled end time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Nothing shall be attached to, or hung from, the interior or exterior of any building or fencing without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. All recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco in the dugouts and/or on the premises the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The licensee is responsible for leaving rented area and dugouts in a reasonably tidy condition. The licensee shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City. 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. A maintenance fee may apply if rental requires excessive clean up.
9. **PARKING AND VEHICLE ACCESS:** Parking and/or driving on the fields, tracks, or inside the park area is strictly prohibited. All equipment, supplies, and deliveries shall be carried into the park. Licensee requesting vehicle access must do so by contacting the Department of Public Works 1 day in advance. If the Licensee or a licensee representative violates this policy, the Licensee shall receive a warning for the 1st offense, a \$50 fee for the 2nd offense, and repeated violations may result in the termination of this agreement or additional fees.
10. **MAINTENANCE:** The City shall maintain the fields throughout the season as weather and use allows. During the Licensee's regular and playoff season, the City shall prepare and line the fields for the games. The City only lines fields Monday through Friday. If consecutive games will be played on the same field, then the City shall only line the field for the first game of the day. If the Licensee desires to have a field lined on a weekend and/or outside the normal regular and playoff season, the Licensee shall submit the request a minimum of 3 days prior to the event for the Department of Public Work's approval. If the request is not granted the Licensee is responsible for the lining and prepping of the field.
11. **PAYMENTS AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. See **Attachment A** Recreation Department Fees for a list of all field fees. The City will forward a statement to the Licensee upon approval of scheduled activity for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said statement is paid in full. New Licensees must make their initial payment prior to their first schedule time. Checks should be made payable to Commissioner of Finance and sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. No online payments will be accepted without prior written approval and any fees will be charged accordingly.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in **Attachment B** of this Agreement.
13. **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. Facility

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.

The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

Recreation Department, City of Saratoga Springs, 15 Vanderbilt Ave, Saratoga Springs, NY 12866.

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

Licensee requesting the use of East Side or West Side Recreation Park must also provide a Certificate of Insurance naming the Saratoga Springs School District as an Additional Insured that meets the same requirements as described above. The Certificate naming the Saratoga Springs School District as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent should be addressed to the attention of:

Business Manager, Saratoga Springs School District, Three Blue Streak Boulevard, Saratoga Springs, NY 12866.

16. **SPECIAL CONDITIONS:** All posted Park Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of field rental.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals are allowed.
- b. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- c. Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- d. Licensor reserves the right to reschedule field time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- e. Licensee shall be responsible for purchase of sport activity equipment.

17. **ADDITIONAL SPECIFIC CONDITIONS:** The City recognizes the importance of recreational level youth sports in its community and therefore has developed additional conditions for specific licensees to ensure efficient utilization of City facilities and the success of the leagues providing this level of activity. Therefore **Attachment C** outlines additional specific conditions relevant to the activity of the licensee. In consultation with each other, the Recreation Department and DPW may impose additional conditions and where it shall be mutually agreed to by the Licensee.

18. **CONTACTS:** The Licensee shall use the contacts below.

- a. **Program scheduling and information:** Recreation Department
 - i. Lisa Morahan recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:**
DPW Deputy Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798
- c. **Minor on-site requests:**
DPW Crew Supervisor Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890
NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
 - i. Gary Benincasa 518-365-8890
 - ii. Joe O'Neill 518-410-6798
 - iii. John Hirliman 315-529-3405
 - iv. Rec Department Recreservations@saratoga-springs.org

19. **MUSIC:** The City does not provide CD players or music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

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 "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENT:

OF LICENSEE: Licensee Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: ☐ YES ☐ NO

Schedule Included: ☐ YES ☐ NO

Deposit: ☐ YES ☐ NO

 If yes: Amount _____ Check # _____ (write cash if paid in Cash)

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A- Recreation Department Fees

RECREATION DEPARTMENT FEES - 2024: Field User Agreement Fees

Field/Facilities in this Rate Fee Include: East Side, West Side, South Side, Willard J. Grande Memorial (North Side) Fields Veteran's Memorial Park (Geyser). All practice and game schedules must be submitted to the recreation department prior to using any field/facility

DESCRIPTION	FEES
<u>Field Use Fee</u>	
City User Group: <i>Games will be scheduled either in 2hr blocks or 2 1/2 hour blocks unless organizations arrange otherwise with Rec Dept. in writing. Youth Groups under 18 years of age are not charged for practices unless lining and/or set up is needed</i>	\$ 25.00
Non City User Group:	\$ 30.00
<u>Saratoga/Wilton Youth Baseball & Saratoga Springs Miss Softball & Little League</u>	
Hourly Game Fee Rate:	\$ 15.00
<u>Public and private schools inside the Saratoga Springs City School District</u>	
Hourly Game Fee Rate: <i>No charge for Saratoga Springs City School District on East and West Side Rec per City and School Agreement</i>	\$ 20.00
<u>Saratoga Springs Pop Warner</u>	
Hourly Game Fee Rate:	\$ 25.00
Hourly Practice Fee Rate: Includes tee ball lights	\$ 15.00
<u>Additional Fees</u>	
Light Fee per game/practice	\$ 50.00
Port-A-John Tournament Fee-min. one per site required	\$ Varies
Surcharge Fee added if Organizations do not Clean up after games/practices	\$ 50.00
Parking Violation Fee:	\$ 50.00+
Other Fields	Varies
<u>Pavillon Rental Per Day (max 6 hrs)</u>	
City User Group	\$ 32.00
Non City User Group	\$ 52.00
<u>Outdoor Courts Hourly Fee</u>	
City User Group	\$ 23.00
Non City User Group	\$ 28.00
<u>Field House Hourly Fee</u>	
City User Group	\$ 19.00
Non City User Group	\$ 24.00
*Max cost \$95 per day or \$120 per day	
<u>Field Rentals Fees for Camp Programs</u>	
For Profit Organizations for five weekdays fee	\$ 380.00
Not-For-Profit Organizations for five weekdays fee	\$ 255.00
<u>Payment Schedule</u>	
Initial Fee shall be paid with signed user agreement before a schedule is accepted.	
New groups shall pay in full prior to use.	
Returning User groups will be billed any balances at the end of each month.	
It is the responsibility of the Rental groups to review all invoices and within 30 days report any discrepancies to the Recreation Department.	
Groups that do not make payment promptly will be billed and payments will be due all up front before the season begins until they are deemed in good standing.	
Additional fees must be pre-paid before field/facility usage	
Online Transaction Fees- e-checks 1% or visa/mc/discover at 2.9% rate plus \$0.25 per transaction	
Returned Check Fee	\$ 25.00
Late Payment Fees Each month for payment received more than 30 days after billing date	\$ 25.00

Attachment B- City of Saratoga Springs, New York- 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.*).

Attachment C- Additional Special Conditions with Saratoga Miss Softball

Advertising

1. Licensee has permission to place sponsor/advertising signs uniformly along the temporary outfield fence, the batting cage and backstop fences on the softball fields. No signs are to be attached to the perimeter fencing. Signs can be put up 5 days before opening day and must be taken down 5 days after the conclusion of the Fall Season. Licensee will be solely responsible for the maintenance, condition, and storage of the signs. Any change to the current sign or placement of the signs requires approval from the Department of Public Works prior to the installation. Signs that are not kept up to Park standards (hanging straight with all necessary attachments in the proper order and follow section 3 of this agreement) will be removed by DPW.
2. DPW reserves the right to refuse any and all banners, flyers or other marketing or promotional materials that are not in normal keeping with a family oriented facility in a public park, specifically including political advertisements.
3. The Licensee shall not be charged a fee for the rights to hang signs.
4. Licensee has permission to hang windscreens on the permit fences of the dugout, foul lines and outfield fences given the same Park standards are met.

Concession Stand

5. Licensee may fully operate the concession stand, provided it fully complies with all terms of this agreement.
6. DPW will open and close the park seasonally at no expense to the Licensee.
7. The Licensee will be responsible for the maintenance of the concession stand. Repairs and renovation to the premises is at the expense of the Licensee unless agreed upon by both parties. Any maintenance related concerns, damages to the premises, and/or facility repairs shall be brought to DPW's attention prior to addressing the issue unless deemed an emergency. In the event of an emergency the Licensee shall notify DPW as soon as applicable.
8. The Licensee is responsible for cost and maintenance of the fire extinguishers.
9. The Licensee shall not be charged a fee for the use of the concession stand.
10. Licensee agrees to obtain and keep in force all permits required by New York State Department of Health, and Licensee shall be responsible for any training of its managers or volunteers as may be required by the New York State Department of Health, all at Licensee's expense, and shall fully comply with all applicable rules, regulations and requirements of the New York State Department of Health. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427.
11. Licensee shall have the non exclusive right to sell hot and cold food, beverages and other sundry items from indoor concession stands as permitted by the Licensee's Department of Health Permit. The Licensee shall not sublease the concession stand.
12. The Recreation Department reserves the right to refuse any and all products or services which Licensee proposes to provide that are not in normal keeping with a family oriented facility in a public park.
13. Licensee shall remove all inventory of food and beverages at the termination of this agreement, and all perishable items at the end of each season.
14. Licensee's appliances and other significant items of personal property necessary for the conduct of its business shall be listed and emailed to the Recreation Department so that it may be maintained by the City for purposes of inventory.
15. Licensee shall be responsible for daily cleaning of the concession stand, including equipment and appliances, and property in the vicinity of the concession stands, and Licensee shall return the premises in the same condition as when first provided to Licensee, except for normal wear and tear.

16. Licensee agrees to comply with all applicable laws, rules and regulations of the City, state and federal government as they pertain to Licensee's operation of the concession stands.
17. The City shall provide electric, water, sewer and trash service necessary to operate the leased concession stand, without cost to Licensee. DPW will provide trash bags, free of charge, to the Licensee. Jointly the garbage bins shall be emptied and the trash shall be placed in front of the garage doors, located near the concession stand. DPW shall pick up the trash daily.
18. DPW will open, close and clean the adjacent restroom facilities during Park hours. DPW shall provided restroom supplies including cleaning and products accessible to the Licensee and jointly the bathrooms shall be inspected, stocked, and cleaned during the Licensee's use of the park.
19. DPW shall have access to the premises at any time for inspection, maintenance, repair, alteration or any other lawful purpose.
20. Except as provided herein, or as agreed upon by the parties, all improvements to the concession stand, including the installation of large appliances, shall be property of the City, and Licensee shall not install or locate any new equipment on the premises without the prior written approval of DPW.

Conditions of Use of the Park

21. The Licensee shall have the right to install temporary outfield fencing on the 4 softball fields. The Licensee is responsible for the installation and maintenance of the fence, the fence may be installed April to October, or the end of Fall ball. Additionally, the Licensee shall maintain (i.e., cut and trim) all areas within 8 feet from the installed fencing, while the fencing is up. The City reserves the right to have the Licensee remove the fence for Recreation Department needs including but not limited to programming and other rentals. The Recreation Department shall give the Licensee at least 48hrs notice to remove the fence.
22. The Licensee is granted permission to have two (2) storage sheds permanently on the premises. The Sheds shall not be moved from its location without prior written approval from DPW. The sheds are the sole responsibility of the Licensee and shall be maintained in a neat manor by the Licensee. Repairs and renovation to the sheds are at the expense of the Licensee.
23. The Licensee shall place all liners, pallets, and/or other equipment in the storage sheds. All items left unattended, not previously approved in writing by DPW, on the property shall be removed at the expense of the Licensee by DPW.
24. DPW is responsible for the irrigation system and infield dirt. The City will purchase the infield mix and do any repairs to the fields and irrigation system.
25. The Licensee is responsible for maintaining the scoreboard in good working order. In the event the scoreboard malfunction, the Licensee shall notify DPW. DPW shall coordinate any repairs. The cost of the repairs will be mutually agreed upon if needed.
26. The Licensee is responsible for maintaining the batting cages including the inside of the cage.
27. DPW shall fertilize the park and the Licensee shall be required to comply with the dates selected by the City. The Recreation Department shall provide advance notice. In event of weather related changes to the schedule, the Recreation Department shall notify the Licensee of the new date as soon as possible.



REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS FIELDS SARATOGA SPRINGS LITTLE LEAGUE

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing (*see section 2 for details*)
- Provide Certificate of Insurance (*see section 15 for details*)
- Make check payable to "Commissioner of Finance" (*see section 11 and attachment A for details*)

This License Agreement, dated the _____ day of _____, 2024, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: ☐ YES ☐ NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of sections 14 and 15, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

- 1. CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, and NY State Department of Health and they shall be liable for all damages from the activities. A designated representative from your organization shall be responsible for checking the facilities to be utilized for your day or evening event for any physical plant deficiency. Should a deficiency exist, your organization must notify a City Recreation Representative in writing of the deficiency and the City will remedy the issue accordingly in a timely fashion.
- 2. SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The Licensee must provide a representative on-site during the entire event who shall be responsible for each activity scheduled. In the event an incident occurs it is the Licensee's responsibility to IMMEDIATELY notify the Recreation Department.

Purpose and full description of Use: _____

Select all FIELDS requesting: ☐ Scott T. Johnson Recreation Center ☐ East Side Rec ☐ West Side Rec
☐ Willard J. Grande Memorial Field (North Side) ☐ Veterans Memorial Park (Geyser)
☐ other site (specify) _____ ☐ East Side Field House ☐ East Side Pavillion

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates and hours and preferred fields. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide fourteen (14) days notice of any cancellation, otherwise time shall be billed at the regular rate. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Licensee of any provision of this Agreement. The City shall decide whether or not the rented area is usable in inclement weather and will notify the licensee via email of such closure. Failure to honor any field closure is subject to a revoking of the Licensee's field usage and removal from the premises. It is the responsibility of the Licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. Licensee shall notify the Recreation Department within 48 hrs of any cancellation due to inclement weather.
4. **TIMES AND DATES:** Licensee shall finish at or before their scheduled time. This includes removing all supplies, personal property and equipment from the rented areas. If times are not specified for field events, a game or practice slot for baseball on a large field will be considered 2 ½ hours and all other field rentals will be booked for 2 hours. If you need a longer time slot, a request in writing must be submitted. If a game runs longer than 2 ½ hours from its scheduled start time, a team will stop the game/practice at its scheduled end time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Nothing shall be attached to, or hung from, the interior or exterior of any building or fencing without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. All recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco in the dugouts and/or on the premises the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The licensee is responsible for leaving rented area and dugouts in a reasonably tidy condition. The licensee shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City. 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. A maintenance fee may apply if rental requires excessive clean up.
9. **PARKING AND VEHICLE ACCESS:** Parking and/or driving on the fields, tracks, or inside the park area is strictly prohibited. All equipment, supplies, and deliveries shall be carried into the park. Licensee requesting vehicle access must do so by contacting the Department of Public Works 1 day in advance. If the Licensee or a licensee representative violates this policy, the Licensee shall receive a warning for the 1st offense, a \$50 fee for the 2nd offense, and repeated violations may result in the termination of this agreement or additional fees.
10. **MAINTENANCE:** The City shall maintain the fields throughout the season as weather and use allows. During the Licensee's regular and playoff season, the City shall prepare and line the fields for the games. The City only lines fields Monday through Friday. If consecutive games will be played on the same field, then the City shall only line the field for the first game of the day. If the Licensee desires to have a field lined on a weekend and/or outside the normal regular and playoff season, the Licensee shall submit the request a minimum of 3 days prior to the event for the Department of Public Work's approval. If the request is not granted the Licensee is responsible for the lining and prepping of the field.
11. **PAYMENTS AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. See **Attachment A** Recreation Department Fees for a list of all field fees. The City will forward a statement to the Licensee upon approval of scheduled activity for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said statement is paid in full. New Licensees must make their initial payment prior to their first schedule time. Checks should be made payable to Commissioner of Finance and sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. No online payments will be accepted without prior written approval and any fees will be charged accordingly.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in **Attachment B** of this Agreement.
13. **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. Facility

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.

The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

Recreation Department, City of Saratoga Springs, 15 Vanderbilt Ave, Saratoga Springs, NY 12866.

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

Licensee requesting the use of East Side or West Side Recreation Park must also provide a Certificate of Insurance naming the Saratoga Springs School District as an Additional Insured that meets the same requirements as described above. The Certificate naming the Saratoga Springs School District as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent should be addressed to the attention of:

Business Manager, Saratoga Springs School District, Three Blue Streak Boulevard, Saratoga Springs, NY 12866.

16. **SPECIAL CONDITIONS:** All posted Park Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of field rental.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals are allowed.
- b. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- c. Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- d. Licensor reserves the right to reschedule field time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- e. Licensee shall be responsible for purchase of sport activity equipment.

17. **ADDITIONAL SPECIFIC CONDITIONS:** The City recognizes the importance of recreational level youth sports in its community and therefore has developed additional conditions for specific licensees to ensure efficient utilization of City facilities and the success of the leagues providing this level of activity. Therefore **Attachment C** outlines additional specific conditions relevant to the activity of the licensee. In consultation with each other, the Recreation Department and DPW may impose additional conditions and where it shall be mutually agreed to by the Licensee.

18. **CONTACTS:** The Licensee shall use the contacts below.

- a. **Program scheduling and information:** Recreation Department
 - i. Lisa Morahan recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:**
DPW Deputy Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798
- c. **Minor on-site requests:**
DPW Crew Supervisor Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890
NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
 - i. Gary Benincasa 518-365-8890
 - ii. Joe O'Neill 518-410-6798
 - iii. John Hirliman 315-529-3405
 - iv. Rec Department Recreservations@saratoga-springs.org

19. **MUSIC:** The City does not provide CD players or music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

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 "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENT:

OF LICENSEE: Licensee Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: _____ YES _____ NO

Schedule Included: _____ YES _____ NO

Deposit: _____ YES _____ NO

 If yes: Amount _____ Check # _____ (write cash if paid in Cash)

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A- Recreation Department Fees

RECREATION DEPARTMENT FEES - 2024: Field User Agreement Fees

Field/Facilities in this Rate Fee Include: East Side, West Side, South Side, Willard J. Grande Memorial (North Side) Fields Veteran's Memorial Park (Geyser). All practice and game schedules must be submitted to the recreation department prior to using any field/facility

DESCRIPTION	FEES
<u>Field Use Fee</u>	
City User Group: <i>Games will be scheduled either in 2hr blocks or 2 1/2 hour blocks unless organizations arrange otherwise with Rec Dept. in writing. Youth Groups under 18 years of age are not charged for practices unless lining and/or set up is needed</i>	\$ 25.00
Non City User Group:	\$ 30.00
<u>Saratoga/Wilton Youth Baseball & Saratoga Springs Miss Softball & Little League</u>	
Hourly Game Fee Rate:	\$ 15.00
<u>Public and private schools inside the Saratoga Springs City School District</u>	
Hourly Game Fee Rate: <i>No charge for Saratoga Springs City School District on East and West Side Rec per City and School Agreement</i>	\$ 20.00
<u>Saratoga Springs Pop Warner</u>	
Hourly Game Fee Rate:	\$ 25.00
Hourly Practice Fee Rate: Includes tee ball lights	\$ 15.00
<u>Additional Fees</u>	
Light Fee per game/practice	\$ 50.00
Port-A-John Tournament Fee-min. one per site required	\$ Varies
Surcharge Fee added if Organizations do not Clean up after games/practices	\$ 50.00
Parking Violation Fee:	\$ 50.00+
Other Fields	Varies
<u>Pavillon Rental Per Day (max 6 hrs)</u>	
City User Group	\$ 32.00
Non City User Group	\$ 52.00
<u>Outdoor Courts Hourly Fee</u>	
City User Group	\$ 23.00
Non City User Group	\$ 28.00
<u>Field House Hourly Fee</u>	
City User Group	\$ 19.00
Non City User Group	\$ 24.00
*Max cost \$95 per day or \$120 per day	
<u>Field Rentals Fees for Camp Programs</u>	
For Profit Organizations for five weekdays fee	\$ 380.00
Not-For-Profit Organizations for five weekdays fee	\$ 255.00
<u>Payment Schedule</u>	
Initial Fee shall be paid with signed user agreement before a schedule is accepted.	
New groups shall pay in full prior to use.	
Returning User groups will be billed any balances at the end of each month.	
It is the responsibility of the Rental groups to review all invoices and within 30 days report any discrepancies to the Recreation Department.	
Groups that do not make payment promptly will be billed and payments will be due all up front before the season begins until they are deemed in good standing.	
Additional fees must be pre-paid before field/facility usage	
Online Transaction Fees- e-checks 1% or visa/mc/discover at 2.9% rate plus \$0.25 per transaction	
Returned Check Fee	\$ 25.00
Late Payment Fees Each month for payment received more than 30 days after billing date	\$ 25.00

Attachment B- City of Saratoga Springs, New York- 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 § 471, 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.*).

Attachment C- Additional Special Conditions **with Saratoga Springs Little League**

Advertising

1. Licensee has permission to place sponsor/advertising signs uniformly along the permanent outfield, backstop, and foul line fences on the minor, major, and tee ball fields. No signs are to be attached to the perimeter fencing. Signs can be put up 5 days before opening day and must be taken down 5 days after the conclusion of the Fall Season. Licensee will be solely responsible for the maintenance, condition, and storage of the signs. Any change to the current sign or placement of the signs requires approval from DPW prior to the installation. Signs that are not kept up to Park standards (hanging straight with all necessary attachments in the proper order and follow section 3 of this agreement) will be removed by DPW.
2. DPW reserves the right to refuse any and all banners, flyers or other marketing or promotional materials that are not in normal keeping with a family oriented facility in a public park, specifically including political advertisements.
3. The Licensee shall not be charged a fee for the rights to hang signs.
4. Licensee has permission to hang windscreens on the permit fences of the dugout, foul lines and outfield fences given the same Park standards are met.

Concession Stand

5. Licensee may fully operate the concession stand, provided it fully complies with this agreement.
6. DPW will open and close the park seasonally at no expense to the Licensee.
7. The Licensee will be responsible for the maintenance of the concession stand. Repairs and renovation to the premises is at the expense of the Licensee unless agreed upon by both parties. Any maintenance related concerns, damages to the premises, and/or facility repairs shall be brought to DPW's attention prior to addressing the issue unless deemed an emergency. In the event of an emergency the Licensee shall notify the DPW as soon as applicable.
8. The Licensee is responsible for cost and maintenance of the fire extinguishers.
9. The Licensee shall not be charged a fee for the use of the concession stand.
10. Licensee agrees to obtain and keep in force all permits required by New York State Department of Health, and Licensee shall be responsible for any training of its managers or volunteers as may be required by the New York State Department of Health, all at Licensee's expense, and shall fully comply with all applicable rules, regulations and requirements of the New York State Department of Health. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427.
11. Licensee shall have the non exclusive right to sell hot and cold food, beverages and other sundry items from indoor concession stands as permitted by the Licensee's Department of Health Permit. The Licensee shall not sublease the concession stand.
12. The Recreation Department reserves the right to refuse any and all products or services which Licensee proposes to provide that are not in normal keeping with a family oriented facility in a public park.
13. Licensee shall remove all inventory of food and beverages at the termination of this agreement, and all perishable items at the end of each season.
14. Licensee's appliances and other significant items of personal property necessary for the conduct of its business shall be listed and emailed to the Recreation Department so that it may be maintained by the City for purposes of inventory.
15. Licensee shall be responsible for daily cleaning of the concession stand, including equipment and appliances, and property in the vicinity of the concession stands, and Licensee shall return the premises in the same condition as when first provided to Licensee, except for normal wear and tear.
16. Licensee agrees to comply with all applicable laws, rules and regulations of the City, state and federal government as they pertain to Licensee's operation of the concession stands.

17. The licensee shall pay the electric directly to the energy company.
18. The City shall provide water, sewer and trash service necessary to operate the leased concession stand, without cost to Licensee. DPW will provide trash bags, free of charge, to the Licensee. Jointly the garbage bins shall be emptied and the trash shall be placed next to the front entrance gate, near Coach Waldron Way gate. DPW shall pick up the trash daily.
19. The Licensee shall be responsible for cleaning, stocking, and general upkeep of the restrooms attached to the concession stand. The licensee shall keep the restrooms locked when the licensee is not on site.
20. DPW shall have access to the premises at any time for inspection, maintenance, repair, alteration or any other lawful purpose.
21. Except as provided herein, or as agreed upon by the parties, all improvements to the concession stand, including the installation of large appliances, shall be property of the City, and Licensee shall not install or locate any new equipment on the premises without the prior written approval of DPW.

Conditions of Use of the Park

22. The Licensee is granted permission to use the old concession stand as storage. The building is the sole responsibility of the Licensee and shall be maintained in a neat manor by the Licensee. Repairs and renovation to the building are at the expense of the Licensee.
23. The Licensee shall place all liners, pallets, and/or other equipment in storage. All items left unattended, not previously approved in writing by DPW, on the property shall be removed at the expense of the Licensee by DPW.
24. DPW is responsible for the irrigation system and infield dirt. The City will purchase the infield mix and do any repairs to the fields.
25. The Licensee is responsible for the bases.
26. The licensee is responsible for maintaining the scoreboard in good working order. In the event the scoreboard malfunctions, the Licensee shall notify DPW. DPW shall coordinate any repairs. The cost of the repairs will be mutually agreed upon if needed.
27. The Licensee is responsible for maintaining the batting cages including the inside of the cage.
28. DPW shall fertilize the park and the Licensee shall be required to comply with the dates selected by the City. The Recreation Department shall provide advance notice. In event of weather related changes to the schedule, the Recreation Department shall notify the Licensee of the new date as soon as possible.



**REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS FIELDS
SARATOGA SPRINGS POP WARNER**

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing (*see section 2 for details*)
- Provide Certificate of Insurance (*see section 15 for details*)
- Make check payable to "Commissioner of Finance" (*see section 11 and attachment A for details*)

This License Agreement, dated the _____ day of _____, 2024, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: ☐ YES ☐ NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of sections 14 and 15, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

1. **CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, and NY State Department of Health and they shall be liable for all damages from the activities. A designated representative from your organization shall be responsible for checking the facilities to be utilized for your day or evening event for any physical plant deficiency. Should a deficiency exist, your organization must notify a City Recreation Representative in writing of the deficiency and the City will remedy the issue accordingly in a timely fashion.
2. **SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The Licensee must provide a representative on-site during the entire event who shall be responsible for each activity scheduled. In the event an incident occurs it is the Licensee's responsibility to IMMEDIATELY notify the Recreation Department.

Purpose and full description of Use: _____

Select all FIELDS requesting: ☐ Scott T. Johnson Recreation Center ☐ East Side Rec ☐ West Side Rec
☐ Willard J. Grande Memorial Field (North Side) ☐ Veterans Memorial Park (Geyser)
☐ other site (specify) _____ ☐ East Side Field House ☐ East Side Pavillion

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates and hours and preferred fields. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide fourteen (14) days notice of any cancellation, otherwise time shall be billed at the regular rate. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Licensee of any provision of this Agreement. The City shall decide whether or not the rented area is usable in inclement weather and will notify the licensee via email of such closure. Failure to honor any field closure is subject to a revoking of the Licensee's field usage and removal from the premises. It is the responsibility of the Licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. Licensee shall notify the Recreation Department within 48 hrs of any cancellation due to inclement weather.
4. **TIMES AND DATES:** Licensee shall finish at or before their scheduled time. This includes removing all supplies, personal property and equipment from the rented areas. If times are not specified for field events, a game or practice slot for baseball on a large field will be considered 2 ½ hours and all other field rentals will be booked for 2 hours. If you need a longer time slot, a request in writing must be submitted. If a game runs longer than 2 ½ hours from its scheduled start time, a team will stop the game/practice at its scheduled end time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Nothing shall be attached to, or hung from, the interior or exterior of any building or fencing without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. All recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco in the dugouts and/or on the premises the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The licensee is responsible for leaving rented area and dugouts in a reasonably tidy condition. The licensee shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City. 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. A maintenance fee may apply if rental requires excessive clean up.
9. **PARKING AND VEHICLE ACCESS:** Parking and/or driving on the fields, tracks, or inside the park area is strictly prohibited. All equipment, supplies, and deliveries shall be carried into the park. Licensee requesting vehicle access must do so by contacting the Department of Public Works 1 day in advance. If the Licensee or a licensee representative violates this policy, the Licensee shall receive a warning for the 1st offense, a \$50 fee for the 2nd offense, and repeated violations may result in the termination of this agreement or additional fees.
10. **MAINTENANCE:** The City shall maintain the fields throughout the season as weather and use allows. During the Licensee's regular and playoff season, the City shall prepare and line the fields for the games. The City only lines fields Monday through Friday. If consecutive games will be played on the same field, then the City shall only line the field for the first game of the day. If the Licensee desires to have a field lined on a weekend and/or outside the normal regular and playoff season, the Licensee shall submit the request a minimum of 3 days prior to the event for the Department of Public Work's approval. If the request is not granted the Licensee is responsible for the lining and prepping of the field.
11. **PAYMENTS AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. See ***Attachment A*** Recreation Department Fees for a list of all field fees. The City will forward a statement to the Licensee upon approval of scheduled activity for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said statement is paid in full. New Licensees must make their initial payment prior to their first schedule time. Checks should be made payable to Commissioner of Finance and sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. No online payments will be accepted without prior written approval and any fees will be charged accordingly.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in ***Attachment B*** of this Agreement.
13. **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.

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.

The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

Recreation Department, City of Saratoga Springs, 15 Vanderbilt Ave, Saratoga Springs, NY 12866.

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

Licensee requesting the use of East Side or West Side Recreation Park must also provide a Certificate of Insurance naming the Saratoga Springs School District as an Additional Insured that meets the same requirements as described above. The Certificate naming the Saratoga Springs School District as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent should be addressed to the attention of:

Business Manager, Saratoga Springs School District, Three Blue Streak Boulevard, Saratoga Springs, NY 12866.

16. **SPECIAL CONDITIONS:** All posted Park Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of field rental.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals are allowed.
- b. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- c. Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- d. Licensor reserves the right to reschedule field time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- e. Licensee shall be responsible for purchase of sport activity equipment.

17. **ADDITIONAL SPECIFIC CONDITIONS:** The City recognizes the importance of recreational level youth sports in its community and therefore has developed additional conditions for specific licensees to ensure efficient utilization of City facilities and the success of the leagues providing this level of activity. Therefore **Attachment C** outlines additional specific conditions relevant to the activity of the licensee. In consultation with each other, the Recreation Department and DPW may impose additional conditions and where it shall be mutually agreed to by the Licensee.

18. **CONTACTS:** The Licensee shall use the contacts below.

- a. **Program scheduling and information:** Recreation Department
 - i. Lisa Morahan recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:**
DPW Deputy Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798
- c. **Minor on-site requests:**
DPW Crew Supervisor Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890
NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
 - i. Gary Benincasa 518-365-8890
 - ii. Joe O'Neill 518-410-6798
 - iii. John Hirliman 315-529-3405
 - iv. Rec Department Recreservations@saratoga-springs.org

19. **MUSIC:** The City does not provide CD players or music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

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 "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENT:

OF LICENSEE: Licensee Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: ☐ YES ☐ NO

Schedule Included: ☐ YES ☐ NO

Deposit: ☐ YES ☐ NO

 If yes: Amount _____ Check # _____ (write cash if paid in Cash)

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A- Recreation Department Fees

RECREATION DEPARTMENT FEES - 2024: Field User Agreement Fees

Field/Facilities in this Rate Fee Include: East Side, West Side, South Side, Willard J. Grande Memorial (North Side) Fields Veteran's Memorial Park (Geyser). All practice and game schedules must be submitted to the recreation department prior to using any field/facility

DESCRIPTION	FEES
<u>Field Use Fee</u>	
City User Group: <i>Games will be scheduled either in 2hr blocks or 2 1/2 hour blocks unless organizations arrange otherwise with Rec Dept. in writing. Youth Groups under 18 years of age are not charged for practices unless lining and/or set up is needed</i>	\$ 25.00
Non City User Group:	\$ 30.00
<u>Saratoga/Wilton Youth Baseball & Saratoga Springs Miss Softball & Little League</u>	
Hourly Game Fee Rate:	\$ 15.00
<u>Public and private schools inside the Saratoga Springs City School District</u>	
Hourly Game Fee Rate: <i>No charge for Saratoga Springs City School District on East and West Side Rec per City and School Agreement</i>	\$ 20.00
<u>Saratoga Springs Pop Warner</u>	
Hourly Game Fee Rate:	\$ 25.00
Hourly Practice Fee Rate: Includes tee ball lights	\$ 15.00
<u>Additional Fees</u>	
Light Fee per game/practice	\$ 50.00
Port-A-John Tournament Fee-min. one per site required	\$ Varies
Surcharge Fee added if Organizations do not Clean up after games/practices	\$ 50.00
Parking Violation Fee:	\$ 50.00+
Other Fields	Varies
<u>Pavillon Rental Per Day (max 6 hrs)</u>	
City User Group	\$ 32.00
Non City User Group	\$ 52.00
<u>Outdoor Courts Hourly Fee</u>	
City User Group	\$ 23.00
Non City User Group	\$ 28.00
<u>Field House Hourly Fee</u>	
City User Group	\$ 19.00
Non City User Group	\$ 24.00
*Max cost \$95 per day or \$120 per day	
<u>Field Rentals Fees for Camp Programs</u>	
For Profit Organizations for five weekdays fee	\$ 380.00
Not-For-Profit Organizations for five weekdays fee	\$ 255.00
<u>Payment Schedule</u>	
Initial Fee shall be paid with signed user agreement before a schedule is accepted.	
New groups shall pay in full prior to use.	
Returning User groups will be billed any balances at the end of each month.	
It is the responsibility of the Rental groups to review all invoices and within 30 days report any discrepancies to the Recreation Department.	
Groups that do not make payment promptly will be billed and payments will be due all up front before the season begins until they are deemed in good standing.	
Additional fees must be pre-paid before field/facility usage	
Online Transaction Fees- e-checks 1% or visa/mc/discover at 2.9% rate plus \$0.25 per transaction	
Returned Check Fee	\$ 25.00
Late Payment Fees Each month for payment received more than 30 days after billing date	\$ 25.00

Attachment B- City of Saratoga Springs, New York- 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.*).

Attachment C- Additional Special Conditions

with Saratoga Springs Pop Warner

Advertising

1. Licensee has permission to place sponsor/advertising signs uniformly along the fence surrounding the football field and the football field seating area. No signs are to be attached to the perimeter fencing. Signs in this section may be attached to the inside section of the fence and must face toward the playing field. Signs can be put up 5 days before opening day and must be taken down 5 days after the conclusion of the Fall Season. Licensee will be solely responsible for the maintenance, condition, and storage of the signs. Any change to the current sign or placement of the signs requires approval from the Department of Public Works prior to the installation. Signs that are not kept up to Park standards (hanging straight with all necessary attachments in the proper order and follow section 3 of this agreement) will be removed by DPW.
2. DPW reserves the right to refuse any and all banners, flyers or other marketing or promotional materials that are not in normal keeping with a family oriented facility in a public park, specifically including political advertisements.
3. The Licensee shall not be charged a fee for the rights to hang signs.

Concession Stand

4. Licensee may fully operate the concession stand between the dates of July 16th through December 31st, provided it fully complies with all terms of this agreement. The concession stand shall be turned over, in good order as described in the lease, to Saratoga/Wilton Youth Baseball after December 31st and they shall operate the concession stand until July 15th.
5. DPW will open and close the park seasonally at no expense to the Licensee
6. The Licensee will be responsible for the maintenance of the concession stand. Repairs and renovation to the premises is at the expense of the Licensee unless agreed upon by both parties. Any maintenance related concerns, damages to the premises, and/or facility repairs shall be brought to DPW's attention prior to addressing the issue unless deemed an emergency. In the event of an emergency the Licensee shall notify DPW as soon as applicable.
7. The Licensee is responsible to share the cost equally with Saratoga/Wilton Youth Baseball for the cost and maintenance of the fire extinguishers.
8. The Licensee shall not be charged a fee for the use of the concession stand.
9. Licensee agrees to obtain and keep in force all permits required by New York State Department of Health, and Licensee shall be responsible for any training of its managers or volunteers as may be required by the New York State Department of Health, all at Licensee's expense, and shall fully comply with all applicable rules, regulations and requirements of the New York State Department of Health. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427.
10. Licensee shall have the non exclusive right to sell hot and cold food, beverages and other sundry items from indoor concession stands as permitted by the Licensee's Department of Health Permit. The Licensee shall not sublease the concession stand.
11. The Recreation Department reserves the right to refuse any and all products or services which Licensee proposes to provide that are not in normal keeping with a family oriented facility in a public park.
12. Licensee shall remove all inventory of food and beverages at the termination of this agreement, and all perishable items at the end of each season unless mutually agreed upon with Saratoga/Wilton Youth Baseball to transfer items to Saratoga/Wilton Youth Baseball.
13. Licensee's appliances and other significant items of personal property necessary for the conduct of its business shall be listed and emailed to the Recreation Department to be maintained by the City for purposes of inventory.
14. Licensee shall be responsible for daily cleaning of the concession stand, including equipment and appliances, and property in the vicinity of the concession stands, and Licensee shall return the premises in the same condition as when first provided to Licensee, except for normal wear and tear.

15. Licensee agrees to comply with all applicable laws, rules and regulations of the City, state and federal government as they pertain to Licensee's operation of the concession stands.
16. The City shall provide electric, water, sewer and trash service necessary to operate the leased concession stand, without cost to Licensee. DPW will provide trash bags, free of charge, to the Licensee. Jointly the garbage bins shall be emptied and the trash shall be placed next to the concession stand. DPW shall pick up the trash daily.
17. DPW will open, close and clean the attached restroom facilities during Park hours. DPW shall provide restroom supplies including cleaning and products accessible to the Licensee and jointly the bathrooms shall be inspected, stocked, and cleaned during the Licensee's use of the park.
18. DPW shall have access to the premises at any time for inspection, maintenance, repair, alteration or any other lawful purpose.
19. Except as provided herein, or as agreed upon by the parties, all improvements to the concession stand, including the installation of large appliances, shall be property of the City, and Licensee shall not install or locate any new equipment on the premises without the prior written approval of DPW.

Conditions of Use of the Park

20. The Licensee is granted permission to have one (1) storage unit under the grandstand. The unit is the sole responsibility of the Licensee and shall be maintained in a neat manor by the Licensee. Repairs and renovation to the shed is at the expense of the Licensee.
21. The Licensee shall place all equipment, other than the blocking pads, in storage. All items left unattended, not previously approved in writing by DPW, on the property shall be removed at the expense of the Licensee by DPW. At the request of the Licensee, DPW will move the blocking pads at the start of the season to a location desired by the Licensee, and return the blocking pads back to its winter location at the end of the season.
22. The Licensee shall be granted permission to bring portable lights onto the Park for the use during practices. DPW shall provide a key for the tee ball lights to allow use of the lights. The fee will be included in the practice fee upon scheduling.
23. DPW is responsible for the playing field, irrigation system, and goal post. The City will make any repairs needed to these items.
24. The Licensee is responsible for maintaining the scoreboard in good working order. In the event the scoreboard malfunction, the Licensee shall notify the City. The City shall coordinate any repairs. The cost of the repairs will be mutually agreed upon if needed.
25. DPW shall fertilize the park and the Licensee shall be required to comply with the dates selected by the City. The Recreation Department shall provide advance notice. In event of weather related changes to the schedule, the Recreation Department shall notify the Licensee of the new date as soon as possible.



**REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS FIELDS
SARATOGA/WILTON YOUTH BASEBALL**

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing (*see section 2 for details*)
- Provide Certificate of Insurance (*see section 15 for details*)
- Make check payable to "Commissioner of Finance" (*see section 11 and attachment A for details*)

This License Agreement, dated the _____ day of _____, 2024, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: ☐ YES ☐ NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of sections 14 and 15, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

1. **CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, and NY State Department of Health and they shall be liable for all damages from the activities. A designated representative from your organization shall be responsible for checking the facilities to be utilized for your day or evening event for any physical plant deficiency. Should a deficiency exist, your organization must notify a City Recreation Representative in writing of the deficiency and the City will remedy the issue accordingly in a timely fashion.
2. **SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The Licensee must provide a representative on-site during the entire event who shall be responsible for each activity scheduled. In the event an incident occurs it is the Licensee's responsibility to IMMEDIATELY notify the Recreation Department.

Purpose and full description of Use: _____

Select all FIELDS requesting: ☐ Scott T. Johnson Recreation Center ☐ East Side Rec ☐ West Side Rec
☐ Willard J. Grande Memorial Field (North Side) ☐ Veterans Memorial Park (Geyser)
☐ other site (specify) _____ ☐ East Side Field House ☐ East Side Pavillion

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates and hours and preferred fields. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide fourteen (14) days notice of any cancellation, otherwise time shall be billed at the regular rate. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Licensee of any provision of this Agreement. The City shall decide whether or not the rented area is usable in inclement weather and will notify the licensee via email of such closure. Failure to honor any field closure is subject to a revoking of the Licensee's field usage and removal from the premises. It is the responsibility of the Licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. Licensee shall notify the Recreation Department within 48 hrs of any cancellation due to inclement weather.
4. **TIMES AND DATES:** Licensee shall finish at or before their scheduled time. This includes removing all supplies, personal property and equipment from the rented areas. If times are not specified for field events, a game or practice slot for baseball on a large field will be considered 2 ½ hours and all other field rentals will be booked for 2 hours. If you need a longer time slot, a request in writing must be submitted. If a game runs longer than 2 ½ hours from its scheduled start time, a team will stop the game/practice at its scheduled end time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Nothing shall be attached to, or hung from, the interior or exterior of any building or fencing without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. All recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco in the dugouts and/or on the premises the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The licensee is responsible for leaving rented area and dugouts in a reasonably tidy condition. The licensee shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City. 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. A maintenance fee may apply if rental requires excessive clean up.
9. **PARKING AND VEHICLE ACCESS:** Parking and/or driving on the fields, tracks, or inside the park area is strictly prohibited. All equipment, supplies, and deliveries shall be carried into the park. Licensee requesting vehicle access must do so by contacting the Department of Public Works 1 day in advance. If the Licensee or a licensee representative violates this policy, the Licensee shall receive a warning for the 1st offense, a \$50 fee for the 2nd offense, and repeated violations may result in the termination of this agreement or additional fees.
10. **MAINTENANCE:** The City shall maintain the fields throughout the season as weather and use allows. During the Licensee's regular and playoff season, the City shall prepare and line the fields for the games. The City only lines fields Monday through Friday. If consecutive games will be played on the same field, then the City shall only line the field for the first game of the day. If the Licensee desires to have a field lined on a weekend and/or outside the normal regular and playoff season, the Licensee shall submit the request a minimum of 3 days prior to the event for the Department of Public Work's approval. If the request is not granted the Licensee is responsible for the lining and prepping of the field.
11. **PAYMENTS AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. See ***Attachment A*** Recreation Department Fees for a list of all field fees. The City will forward a statement to the Licensee upon approval of scheduled activity for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said statement is paid in full. New Licensees must make their initial payment prior to their first schedule time. Checks should be made payable to Commissioner of Finance and sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. No online payments will be accepted without prior written approval and any fees will be charged accordingly.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in ***Attachment B*** of this Agreement.
13. **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.

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.

The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

Recreation Department, City of Saratoga Springs, 15 Vanderbilt Ave, Saratoga Springs, NY 12866.

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

Licensee requesting the use of East Side or West Side Recreation Park must also provide a Certificate of Insurance naming the Saratoga Springs School District as an Additional Insured that meets the same requirements as described above. The Certificate naming the Saratoga Springs School District as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent should be addressed to the attention of:

Business Manager, Saratoga Springs School District, Three Blue Streak Boulevard, Saratoga Springs, NY 12866.

16. **SPECIAL CONDITIONS:** All posted Park Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of field rental.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals are allowed.
- b. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- c. Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- d. Licensor reserves the right to reschedule field time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- e. Licensee shall be responsible for purchase of sport activity equipment.

17. **ADDITIONAL SPECIFIC CONDITIONS:** The City recognizes the importance of recreational level youth sports in its community and therefore has developed additional conditions for specific licensees to ensure efficient utilization of City facilities and the success of the leagues providing this level of activity. Therefore **Attachment C** outlines additional specific conditions relevant to the activity of the licensee. In consultation with each other, the Recreation Department and DPW may impose additional conditions and where it shall be mutually agreed to by the Licensee.

18. **CONTACTS:** The Licensee shall use the contacts below.

- a. **Program scheduling and information:** Recreation Department
 - i. Lisa Morahan recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:**
DPW Deputy Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798
- c. **Minor on-site requests:**
DPW Crew Supervisor Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890
NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
 - i. Gary Benincasa 518-365-8890
 - ii. Joe O'Neill 518-410-6798
 - iii. John Hirliman 315-529-3405
 - iv. Rec Department Recreservations@saratoga-springs.org

19. **MUSIC:** The City does not provide CD players or music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

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 "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENT:

OF LICENSEE: Licensee Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: _____ YES _____ NO

Schedule Included: _____ YES _____ NO

Deposit: _____ YES _____ NO

 If yes: Amount _____ Check # _____ (write cash if paid in Cash)

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A- Recreation Department Fees

RECREATION DEPARTMENT FEES - 2024: Field User Agreement Fees

Field/Facilities in this Rate Fee Include: East Side, West Side, South Side, Willard J. Grande Memorial (North Side) Fields Veteran's Memorial Park (Geyser). All practice and game schedules must be submitted to the recreation department prior to using any field/facility

DESCRIPTION	FEES
<u>Field Use Fee</u>	
City User Group: <i>Games will be scheduled either in 2hr blocks or 2 1/2 hour blocks unless organizations arrange otherwise with Rec Dept. in writing. Youth Groups under 18 years of age are not charged for practices unless lining and/or set up is needed</i>	\$ 25.00
Non City User Group:	\$ 30.00
<u>Saratoga/Wilton Youth Baseball & Saratoga Springs Miss Softball & Little League</u>	
Hourly Game Fee Rate:	\$ 15.00
<u>Public and private schools inside the Saratoga Springs City School District</u>	
Hourly Game Fee Rate: <i>No charge for Saratoga Springs City School District on East and West Side Rec per City and School Agreement</i>	\$ 20.00
<u>Saratoga Springs Pop Warner</u>	
Hourly Game Fee Rate:	\$ 25.00
Hourly Practice Fee Rate: Includes tee ball lights	\$ 15.00
<u>Additional Fees</u>	
Light Fee per game/practice	\$ 50.00
Port-A-John Tournament Fee-min. one per site required	\$ Varies
Surcharge Fee added if Organizations do not Clean up after games/practices	\$ 50.00
Parking Violation Fee:	\$ 50.00+
Other Fields	Varies
<u>Pavillon Rental Per Day (max 6 hrs)</u>	
City User Group	\$ 32.00
Non City User Group	\$ 52.00
<u>Outdoor Courts Hourly Fee</u>	
City User Group	\$ 23.00
Non City User Group	\$ 28.00
<u>Field House Hourly Fee</u>	
City User Group	\$ 19.00
Non City User Group	\$ 24.00
*Max cost \$95 per day or \$120 per day	
<u>Field Rentals Fees for Camp Programs</u>	
For Profit Organizations for five weekdays fee	\$ 380.00
Not-For-Profit Organizations for five weekdays fee	\$ 255.00
<u>Payment Schedule</u>	
Initial Fee shall be paid with signed user agreement before a schedule is accepted.	
New groups shall pay in full prior to use.	
Returning User groups will be billed any balances at the end of each month.	
It is the responsibility of the Rental groups to review all invoices and within 30 days report any discrepancies to the Recreation Department.	
Groups that do not make payment promptly will be billed and payments will be due all up front before the season begins until they are deemed in good standing.	
Additional fees must be pre-paid before field/facility usage	
Online Transaction Fees- e-checks 1% or visa/mc/discover at 2.9% rate plus \$0.25 per transaction	
Returned Check Fee	\$ 25.00
Late Payment Fees Each month for payment received more than 30 days after billing date	\$ 25.00

Attachment B- City of Saratoga Springs, New York- 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 § 471, 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.*).

Attachment C- Additional Special Conditions

with Saratoga /Wilton Youth Baseball

Advertising

1. Licensee has permission to place sponsor/advertising signs uniformly along the outfield, batting cage, and backstop fences on the minor, major, and tee ball fields. No signs are to be attached to the perimeter fence with the exception of a section on Lake Avenue which serves as both the perimeter fence and outfield fence of the Minor field. Signs in this section may be attached to the inside section of the fence and must face toward the playing field. Signs can be put up 5 days before opening day and must be taken down 5 days after the conclusion of the Fall Season. Licensee will be solely responsible for the maintenance, condition, and storage of the signs. Any change to the current sign or placement of the signs requires approval from the Department of Public Works prior to the installation. Signs that are not kept up to Park standards (hanging straight with all necessary attachments in the proper order and follow section 3 of this agreement) will be removed by DPW.
2. DPW reserves the right to refuse any and all banners, flyers or other marketing or promotional materials that are not in normal keeping with a family oriented facility in a public park, specifically including political advertisements.
3. The Licensee shall not be charged a fee for the rights to hang signs.
4. Licensee has permission to hang windscreens on the permit fences of the dugout, foul lines and outfield fences given the same Park standards are met.

Concession Stand

5. Licensee may fully operate the concession stand between the dates of January 1st through July 15th, provided it fully complies with this agreement. The concession stand shall be turned over, in good order as described in the lease, to Saratoga Springs Pop Warner after July 15th and they shall operate the concession stand until the end of the year.
6. DPW will open and close the park seasonally at no expense to the Licensee.
7. The Licensee will be responsible for the maintenance of the concession stand. Repairs and renovation to the premises is at the expense of the Licensee unless agreed upon by both parties. Any maintenance related concerns, damages to the premises, and/or facility repairs shall be brought to DPW's attention prior to addressing the issue unless deemed an emergency. In the event of an emergency the Licensee shall notify DPW as soon as applicable.
8. The Licensee is responsible to share the cost equally with Saratoga Springs Pop Warner for the cost and maintenance of the fire extinguishers.
9. The Licensee shall not be charged a fee for the use of the concession stand.
10. Licensee agrees to obtain and keep in force all permits required by New York State Department of Health, and Licensee shall be responsible for any training of its managers or volunteers as may be required by the New York State Department of Health, all at Licensee's expense, and shall fully comply with all applicable rules, regulations and requirements of the New York State Department of Health. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427.
11. Licensee shall have the non exclusive right to sell hot and cold food, beverages and other sundry items from indoor concession stands as permitted by the Licensee's Department of Health Permit. The Licensee shall not sublease the concession stand.
12. The Recreation Department reserves the right to refuse any and all products or services which Licensee proposes to provide that are not in normal keeping with a family oriented facility in a public park.
13. Licensee shall remove all inventory of food and beverages at the termination of this agreement, and all perishable items at the end of each season unless mutually agreed upon with Saratoga Springs Pop Warner to transfer items to Saratoga Springs Pop Warner.
14. Licensee's appliances and other significant items of personal property necessary for the conduct of its business shall be listed and emailed to the Recreation Department so that it may be maintained by the City for purposes of inventory.

15. Licensee shall be responsible for daily cleaning of the concession stand, including equipment and appliances, and property in the vicinity of the concession stands, and Licensee shall return the premises in the same condition as when first provided to Licensee, except for normal wear and tear.
16. Licensee agrees to comply with all applicable laws, rules and regulations of the City, state and federal government as they pertain to Licensee's operation of the concession stands.
17. The City shall provide electric, water, sewer and trash service necessary to operate the leased concession stand, without cost to Licensee. DPW will provide trash bags, free of charge, to the Licensee. Jointly the garbage bins shall be emptied and the trash shall be placed next to the concession stand. DPW shall pick up the trash daily.
18. DPW will open, close and clean the attached restroom facilities during Park hours. DPW shall provide restroom supplies including cleaning and products accessible to the Licensee and jointly the bathrooms shall be inspected, stocked, and cleaned during the Licensee's use of the park.
19. DPW shall have access to the premises at any time for inspection, maintenance, repair, alteration or any other lawful purpose.
20. Except as provided herein, or as agreed upon by the parties, all improvements to the concession stand, including the installation of large appliances, shall be property of the City, and Licensee shall not install or locate any new equipment on the premises without the prior written approval of DPW.

Conditions of Use of the Park

21. The Licensee is granted permission to use the storage unit located in the maintenance building. The storage unit is the sole responsibility of the Licensee and shall be maintained in a neat manor by the Licensee. Repairs and renovation to this area such as shelving and lights are at the expense of the Licensee.
22. The Licensee shall place all liners, pallets, and/or other equipment in storage. All items left unattended, not previously approved in writing by DPW, on the property shall be removed at the expense of the Licensee by DPW.
23. DPW is responsible for the irrigation system and infield dirt. The City will purchase the infield mix and do any repairs to the fields.
24. The Licensee is responsible for the bases.
25. The Licensee shall pay for operating the athletic field lights. The fee will be based on the current electric service charge and actual usage by the licensee.
26. The Licensee is responsible for maintaining the scoreboard in good working order. In the event the scoreboard malfunctions, the Licensee shall notify the DPW. DPW shall coordinate any repairs. The cost of the repairs will be mutually agreed upon if needed.
27. The Licensee is responsible for maintaining the batting cages including the inside of the cage.
28. DPW shall fertilize the park and the Licensee shall be required to comply with the dates selected by the City. The Recreation Department shall provide advance notice. In event of weather related changes to the schedule, the Recreation Department shall notify the Licensee of the new date as soon as possible.



REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS FIELDS WILTON WARRIORS

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing (*see section 2 for details*)
- Provide Certificate of Insurance (*see section 15 for details*)
- Make check payable to "Commissioner of Finance" (*see section 11 and attachment A for details*)

This License Agreement, dated the _____ day of _____, 2024, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: ☐ YES ☐ NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of sections 14 and 15, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

- 1. CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, and NY State Department of Health and they shall be liable for all damages from the activities. A designated representative from your organization shall be responsible for checking the facilities to be utilized for your day or evening event for any physical plant deficiency. Should a deficiency exist, your organization must notify a City Recreation Representative in writing of the deficiency and the City will remedy the issue accordingly in a timely fashion.
- 2. SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The Licensee must provide a representative on-site during the entire event who shall be responsible for each activity scheduled. In the event an incident occurs it is the Licensee's responsibility to IMMEDIATELY notify the Recreation Department.

Purpose and full description of Use: _____

Select all FIELDS requesting: ☐ Scott T. Johnson Recreation Center ☐ East Side Rec ☐ West Side Rec
☐ Willard J. Grande Memorial Field (North Side) ☐ Veterans Memorial Park (Geyser)
☐ other site (specify) _____ ☐ East Side Field House ☐ East Side Pavillion

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates and hours and preferred fields. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide fourteen (14) days notice of any cancellation, otherwise time shall be billed at the regular rate. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Licensee of any provision of this Agreement. The City shall decide whether or not the rented area is usable in inclement weather and will notify the licensee via email of such closure. Failure to honor any field closure is subject to a revoking of the Licensee's field usage and removal from the premises. It is the responsibility of the Licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. Licensee shall notify the Recreation Department within 48 hrs of any cancellation due to inclement weather.
4. **TIMES AND DATES:** Licensee shall finish at or before their scheduled time. This includes removing all supplies, personal property and equipment from the rented areas. If times are not specified for field events, a game or practice slot for baseball on a large field will be considered 2 ½ hours and all other field rentals will be booked for 2 hours. If you need a longer time slot, a request in writing must be submitted. If a game runs longer than 2 ½ hours from its scheduled start time, a team will stop the game/practice at its scheduled end time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Nothing shall be attached to, or hung from, the interior or exterior of any building or fencing without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. All recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco in the dugouts and/or on the premises the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The licensee is responsible for leaving rented area and dugouts in a reasonably tidy condition. The licensee shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City. 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. A maintenance fee may apply if rental requires excessive clean up.
9. **PARKING AND VEHICLE ACCESS:** Parking and/or driving on the fields, tracks, or inside the park area is strictly prohibited. All equipment, supplies, and deliveries shall be carried into the park. Licensee requesting vehicle access must do so by contacting the Department of Public Works 1 day in advance. If the Licensee or a licensee representative violates this policy, the Licensee shall receive a warning for the 1st offense, a \$50 fee for the 2nd offense, and repeated violations may result in the termination of this agreement or additional fees.
10. **MAINTENANCE:** The City shall maintain the fields throughout the season as weather and use allows. During the Licensee's regular and playoff season, the City shall prepare and line the fields for the games. The City only lines fields Monday through Friday. If consecutive games will be played on the same field, then the City shall only line the field for the first game of the day. If the Licensee desires to have a field lined on a weekend and/or outside the normal regular and playoff season, the Licensee shall submit the request a minimum of 3 days prior to the event for the Department of Public Work's approval. If the request is not granted the Licensee is responsible for the lining and prepping of the field.
11. **PAYMENTS AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. See **Attachment A** Recreation Department Fees for a list of all field fees. The City will forward a statement to the Licensee upon approval of scheduled activity for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said statement is paid in full. New Licensees must make their initial payment prior to their first schedule time. Checks should be made payable to Commissioner of Finance and sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. No online payments will be accepted without prior written approval and any fees will be charged accordingly.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in **Attachment B** of this Agreement.
13. **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. Facility

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.

The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

Recreation Department, City of Saratoga Springs, 15 Vanderbilt Ave, Saratoga Springs, NY 12866.

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

Licensee requesting the use of East Side or West Side Recreation Park must also provide a Certificate of Insurance naming the Saratoga Springs School District as an Additional Insured that meets the same requirements as described above. The Certificate naming the Saratoga Springs School District as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent should be addressed to the attention of:

Business Manager, Saratoga Springs School District, Three Blue Streak Boulevard, Saratoga Springs, NY 12866.

16. **SPECIAL CONDITIONS:** All posted Park Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of field rental.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals are allowed.
- b. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- c. Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- d. Licensor reserves the right to reschedule field time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- e. Licensee shall be responsible for purchase of sport activity equipment.

17. **ADDITIONAL SPECIFIC CONDITIONS:** The City recognizes the importance of recreational level youth sports in its community and therefore has developed additional conditions for specific licensees to ensure efficient utilization of City facilities and the success of the leagues providing this level of activity. Therefore **Attachment C** outlines additional specific conditions relevant to the activity of the licensee. In consultation with each other, the Recreation Department and DPW may impose additional conditions and where it shall be mutually agreed to by the Licensee.

18. **CONTACTS:** The Licensee shall use the contacts below.

- a. **Program scheduling and information:** Recreation Department
 - i. Lisa Morahan recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:**
DPW Deputy Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798
- c. **Minor on-site requests:**
DPW Crew Supervisor Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890
NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
 - i. Gary Benincasa 518-365-8890
 - ii. Joe O'Neill 518-410-6798
 - iii. John Hirliman 315-529-3405
 - iv. Rec Department Recreservations@saratoga-springs.org

19. **MUSIC:** The City does not provide CD players or music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

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 "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENT:

OF LICENSEE: Licensee Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: ____ YES ____ NO

Schedule Included: ____ YES ____ NO

Deposit: ____ YES ____ NO

 If yes: Amount _____ Check # _____ (write cash if paid in Cash)

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A- Recreation Department Fees

RECREATION DEPARTMENT FEES - 2024: Field User Agreement Fees

Field/Facilities in this Rate Fee Include: East Side, West Side, South Side, Willard J. Grande Memorial (North Side) Fields Veteran's Memorial Park (Geyser). All practice and game schedules must be submitted to the recreation department prior to using any field/facility

DESCRIPTION	FEES
<u>Field Use Fee</u>	
City User Group: <i>Games will be scheduled either in 2hr blocks or 2 1/2 hour blocks unless organizations arrange otherwise with Rec Dept. in writing. Youth Groups under 18 years of age are not charged for practices unless lining and/or set up is needed</i>	\$ 25.00
Non City User Group:	\$ 30.00
<u>Saratoga/Wilton Youth Baseball & Saratoga Springs Miss Softball & Little League</u>	
Hourly Game Fee Rate:	\$ 15.00
<u>Public and private schools inside the Saratoga Springs City School District</u>	
Hourly Game Fee Rate: <i>No charge for Saratoga Springs City School District on East and West Side Rec per City and School Agreement</i>	\$ 20.00
<u>Saratoga Springs Pop Warner</u>	
Hourly Game Fee Rate:	\$ 25.00
Hourly Practice Fee Rate: Includes tee ball lights	\$ 15.00
<u>Additional Fees</u>	
Light Fee per game/practice	\$ 50.00
Port-A-John Tournament Fee-min. one per site required	\$ Varies
Surcharge Fee added if Organizations do not Clean up after games/practices	\$ 50.00
Parking Violation Fee:	\$ 50.00+
Other Fields	Varies
<u>Pavillon Rental Per Day (max 6 hrs)</u>	
City User Group	\$ 32.00
Non City User Group	\$ 52.00
<u>Outdoor Courts Hourly Fee</u>	
City User Group	\$ 23.00
Non City User Group	\$ 28.00
<u>Field House Hourly Fee</u>	
City User Group	\$ 19.00
Non City User Group	\$ 24.00
*Max cost \$95 per day or \$120 per day	
<u>Field Rentals Fees for Camp Programs</u>	
For Profit Organizations for five weekdays fee	\$ 380.00
Not-For-Profit Organizations for five weekdays fee	\$ 255.00
<u>Payment Schedule</u>	
Initial Fee shall be paid with signed user agreement before a schedule is accepted.	
New groups shall pay in full prior to use.	
Returning User groups will be billed any balances at the end of each month.	
It is the responsibility of the Rental groups to review all invoices and within 30 days report any discrepancies to the Recreation Department.	
Groups that do not make payment promptly will be billed and payments will be due all up front before the season begins until they are deemed in good standing.	
Additional fees must be pre-paid before field/facility usage	
Online Transaction Fees- e-checks 1% or visa/mc/discover at 2.9% rate plus \$0.25 per transaction	
Returned Check Fee	\$ 25.00
Late Payment Fees Each month for payment received more than 30 days after billing date	\$ 25.00

Attachment B- City of Saratoga Springs, New York- 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.*).

Attachment C- Additional Special Conditions

With Saratoga-Wilton Warriors

Storage

- 1. Licensee is granted use of the shed at Willard J. Grande Memorial Field (North Side) at the time of the rental. The shed should be kept in neat and orderly condition. The City is not liable for theft, loss, or damage incurred. Any damages that may result from use of the shed are the responsibility of the Licensee. At any time the City reserves the right to rescind the offer to house equipment and will provide a 14-day notice to allow time for removal. After 14 days the Licensee is subject to the surcharge fee of \$50 per day.**



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: _____
City Department: Accounts Department Contact Person: David Eaton City Ext. 2551
Company Name: Fitzgerald, Morris, Baker & Firth, PC
Company Address: 16 Pearl Street, Glens Falls, NY 12801
Company Telephone No.: 518-745-1400 Company Fax No.: 518-745-1576
Vendor and/or Service Provider Primary Contact: John D. Aspland, Jr Esq. Title: Managing Partner
Primary Contact Email: _____
Service to be Provided: Legal Services Relating to Article 7 Litigation
Remit Name (if different from above): _____
Remit Address: P.O. Box 2017, Glens Falls, NY 12801

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for legal services relating to article 7 litigation, the Vendor and/or Service Provider submitted proposals dated December 16, 2008 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by December 31, 2024. The contract may be renewed for additional (1) one year terms for as long as the parties agree. 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 \$170.00 per hour, not to exceed \$15,500, 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 Fitzgerald, Morris, Baker & Firth, PC. 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: Fitzgerald, Morris, Baker & Firth, PC
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 and 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 21, 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: [Signature] Date: 12/28/23

Print Name: John D. Asplund, Jr. Title: Managing Partner

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: John Safford Title: Mayor City Council Approval Date: _____

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parsons & Associates, Inc. Lawyers Professional Liability 440 S Warren Street, Ste 704 Syracuse, NY 13202	CONTACT NAME:	
	PHONE (A/C, No, Ext): 315 472-5420	FAX (A/C, No): 3154723222
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED FitzGerald Morris Baker Firth PC 68 Warren St PO Box 2017 Glens Falls, NY 12801	INSURER A : Continental Casualty Co (BP)	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
		NAIC # 20443C

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
	GENERAL LIABILITY <input type="checkbox"/> 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						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Prof			596778474	04/01/2023	04/01/2024	\$3,000,000 /\$3,000,000 \$15,000 Per Claim Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Lawyers professional Liability

CERTIFICATE HOLDER City of Saratoga Springs, 474 Broadway, Suite 14 Saratoga Springs, NY 12866	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2023

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 DeMattos Insurance Agency Inc Po Box 2022 Glens Falls, NY 12801	CONTACT NAME: Anthony J DeMattos Jr VP
	PHONE (A/C, No, Ext): 518-798-0057 FAX (A/C, No): 518-798-1684
	E-MAIL ADDRESS: tonydemo@demattosinsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED Fitzgerald Morris Baker Firth PC Title North Inc Po Box 2017 68 Warren St Glens Falls, NY 12801	INSURER A: TRAVELERS CASUALTY&SURETY CO OF IL
	INSURER B: TRAVELERS INDEMNITY COMPANY
	INSURER C: MASSACHUSETTS BAY INS CO
	INSURER D: CNA
	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 WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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	Y	6800W181081	12/23/2023	12/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>	Y	Y	6800W181081	12/23/2023	12/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP0W181100	12/23/2023	12/23/20234	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WDS-H450254-02	12/23/2023	12/23/2024	<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 Liability (E&O)			596778474	04/01/2023	04/01/2024	per occ 3,000,000 per agg 3,000,000 Ded per claim 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Saratoga Springs(cert holder) is an additional insured per general liability on a primary and non-contributory basis with a written contract ,agreement or permit. . Waiver of Subrogation applies in favor of certificate holder with a written contract ,agreement or permit .

CERTIFICATE HOLDER

CANCELLATION

CITY OF SARATOGA SPRINGS 474 BROADWAY Suite 14 Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Chapter 65

Amusement Devices

[HISTORY: Adopted by the City Council of the City of Saratoga Springs 6-4-1996. Amendments noted where applicable.]

GENERAL REFERENCES

Curfew — See Ch. **96**.

Entertainment — See Ch. **109**.

Games of chance — See Ch. **123**.

Peace and good order — See Ch. **162**.

Zoning — See Ch. **240**.

§ 65-1 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

COIN-CONTROLLED AMUSEMENT DEVICE

Any mechanical or electronic device used or designed to be operated for amusement or recreation by the insertion of a coin, by the payment of money or by the payment of any other consideration, except for coin-controlled mechanical or electronic music machines of the type commonly known as "jukeboxes."

DISTRIBUTE

One or more individuals, a partnership, a company, an association of persons or a corporation who or which allows or permits a coin-operated amusement device owned by another to be placed, distributed or located in his place of business under his control.

OPERATOR

One or more individuals, a partnership, a company, an association of persons or a corporation who or which owns, places, distributes or locates in any place, other than his own place of business, a coin-controlled amusement device.

OWNER

Any one or more individuals, a partnership, a company, an association of persons or a corporation who or which actually owns and has title to any coin-controlled amusement device and who or which receives all the profits from the operation of such device or machine used and operated in his own place of business.

PERSON

One or more individuals, a partnership, a company, an association of persons or a corporation.

§ 65-2 Approval and license required.

- A. Notwithstanding any other provision of this chapter, no person shall place or deliver for use or permit the use of any coin-controlled amusement device upon any premises in the City of Saratoga Springs

until:

- (1) The location of the establishment or premises where the devices shall be located shall have been approved by the Commissioner of Public Safety and the Commissioner of Accounts.
 - (2) A license in accordance with this section to use or permit the use of such device upon any premises within said City has been obtained from the Commissioner of Accounts by the owner or operator of such device.
- B. No license shall be granted for any establishment or premises where such device is to be operated if located within 500 feet of the lot lines of a public or private school, unless otherwise approved by the Commissioner of Accounts.

§ 65-3 Application for license.

- A. The owner or distributor of any such coin-controlled amusement device who desires to distribute or place any such device for use shall make application to the Commissioner of Accounts for such permission upon blanks to be furnished by him, giving the following information:
- (1) The name and address of the owner or distributor and such additional information as the Commissioner of Accounts may require.
 - (2) The location of the establishment where the device or devices are to be located, the business name of the establishment (if applicable) and the number of devices to be located at that establishment.
 - (3) The name and residence of the person having responsible charge of the premises upon which the device is proposed to be located for use and the location of said premises by street and number.
- B. The Commissioner of Accounts may require such further information as he may deem reasonably necessary. In addition, the Commissioner of Accounts shall have the authority to require a fire inspection in appropriate cases where such inspection would not otherwise be required.

§ 65-4 Issuance of license.

The Commissioner of Accounts, upon the receipt of any such application, may issue a license to the applicant to place and permit the use upon the premises designated in the application of the coin-controlled amusement device described therein, in the manner therein specified and in accordance with the provisions of this chapter.

§ 65-5 Fees; expiration of license.

- A. The Commissioner of Accounts shall not issue a license hereunder until the [sum of \$30]fee for each licensed device shall have been paid to the City of Saratoga Springs for each device up to and including 10 in number. If more than 10 machines or devices are to be licensed, then the total fee shall [to] be [paid-shall be \$300]calculated, plus an additional surcharge [\$25] per device licensed for said premises after number 10. For licenses issued after July 1 in any year, the license fees shall be 50% of those heretofore stated in this subsection.
- B. All licenses issued under this chapter shall expire on the 31st day of December next succeeding the date of their issuance.
- C. (Reserved)
- D. Fees shall be established from time to time by the City Council for the licensure of Amusement Devices. A schedule of all such fees will be available for review in the Office of the City Clerk and on the City's webpage.

E. Payment of the applicable fees under this section shall be due upon filing or renewal of the application.

§ 65-6 Amendment of licenses.

A licensee may, at any time, apply to the Commissioner of Accounts for an amendment to increase or decrease the number of devices in operation at an approved location and/or to add one or more locations to his license. Any application for such an amendment shall be subject to the same review, approval and regulation as the original license and shall be accompanied by any fees required under § 65-5 for any devices added. The Commissioner of Accounts may, in his discretion, require such additional information about the amendment as he may deem reasonably necessary.

§ 65-7 Revocation of license; hearing.

- A. The Commissioner of Accounts may revoke any license issued by him under this chapter for violation of any of the sections of this chapter. The Commissioner shall notify the license holder, in writing, of his intent to revoke the license and shall, if requested by the license holder, hold a hearing to determine the propriety of revoking the license. He shall then notify the license holder, in writing, of his determination after the hearing is held.
- B. The Commissioner of Accounts may, at any time, hold a hearing to determine the propriety of issuing or renewing a license under this chapter. He shall notify the applicant, in writing, of his determination after the hearing is held.

§ 65-8 Penalties for offenses.

- A. Any operator or owner who violates any of the provisions of this chapter, in addition to the revocation of his license, shall be subject to a fine not to exceed \$500. Each day on which such violation continues shall constitute a separate offense.
- B. Any distributee who, having knowledge that an unlicensed coin-controlled amusement device is in operation in his place of business or any place under his control, allows or permits said device to remain there in operation shall be subject to a fine not to exceed \$500.

§ 65-9 Seizure of devices.

In the event that a renewal of license has not been obtained 30 days after expiration or 10 days after an unlicensed device is noted, the Commissioner of Accounts will send a certified letter, return receipt requested, to the owner or operator of said machines and a certified letter, return receipt requested, to the business owner of the premises stating that the device will have to be licensed or removed within 30 days. If there is no response to the certified letter, return receipt requested, advising of unlicensed devices, the City may confiscate said devices and have said devices removed from the premises at the device-owner's expense and stored. If, after 30 days of seizure, the devices are still in storage and unlicensed, the devices may be sold at public auction to the highest bidder.

§ 65-10 Nonprofit owners.

The provisions of this chapter shall not apply to an owner which shall be a not-for-profit or educational corporation chartered under the Not-For-Profit Corporation Law of the State of New York or under § 213 of the Education Law of the State of New York.

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Chapter 72

Auctions

[HISTORY: Adopted by the City Council of the City of Saratoga Springs as Ch. 9 of the 1970 Code. Amendments noted where applicable.]

GENERAL REFERENCES

General penalty — See Ch. 1, Art. III.

Pawnbrokers — See Ch. 159.

Peddling and soliciting — See Ch. 165.

§ 72-1 License required; fees. [Amended 4-4-1994 by L.L. No. 1-1994]

No person, business or association shall conduct an auction in the City of Saratoga Springs without first obtaining a license from the Commissioner of Accounts of said City and paying a license fee [of \$25] per auction.

A. Fees shall be established from time to time by the City Council for the licensure of auctions. A schedule of all such fees will be available for review in the Office of the City Clerk and on the City's webpage.

B. Payment of the applicable fee under this section shall be due upon filing or renewal of the application.

§ 72-2 Prohibited hours. [Amended 7-18-1977]

No auction shall be conducted in the City of Saratoga Springs between the hours of 1:00 a.m. and 8:00 a.m., except for the public sale of horses.

§ 72-3 Time limit for filing application. [Amended 4-4-1994 by L.L. No. 1-1994]

Application for a license must be filed 10 working days prior to the date of the auction.

§ 72-4 Applicability. [Amended 7-6-1970; 4-4-1994 by L.L. No. 1-1994]

The provisions of this chapter shall not apply to sales of real estate.

§ 72-5 Penalties for offenses. [Amended 7-6-1970; 4-4-1994 by L.L. No. 1-1994]

Any person, firm or corporation violating any of the provisions of this chapter shall be subject to the penalties set forth in Chapter 1, General Provisions, Article III, of this Code.

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Chapter 140

Junk Dealers

[HISTORY: Adopted by the City Council of the City of Saratoga Springs as Ch. 65 of the 1970 Code. Amendments noted where applicable.]

GENERAL REFERENCES

General penalty — See Ch. 1, Art. III.

Auctions — See Ch. 72.

Pawnbrokers — See Ch. 159.

Peddling and soliciting — See Ch. 165.

§ 140-1 License required; application; fee; expiration.

No person, association, partnership, firm or corporation shall engage in the business of buying or selling old metal, papers, rags, clothing, magazines, bottles, rubber or junk, which business is herein designated a junk business and which person, association, partnership, firm or corporation so engaged is hereby designated a junk dealer, unless such junk dealer shall have complied with the provision of this chapter and obtained a license so to do from the Commissioner of Accounts of the City of Saratoga Springs, New York, for which license shall be paid to the Commissioner of Accounts [the sum of \$5] and which license shall expire on June 30 of each year.

A. Fees shall be established from time to time by the City Council for the licensure of Junk Dealers. A schedule of all such fees will be available for review in the Office of the City Clerk and on the City's webpage.

B. Payment of the applicable fee under this section shall be due upon filing or renewal of the application.

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§ 140-2 Eligibility for license.

[Amended 4-4-1994 by L.L. No. 1-1994]

No person, association, partnership, firm or corporation shall be entitled to or receive such license who or which, and in case of a partnership, firm or association any member of which, has been convicted of larceny or knowingly receiving stolen property or of a violation of this chapter.

§ 140-3 Statement from sellers.

On purchasing any pig or pigs of metal, any copper wire, brass car journals or any brass, copper, lead or other metal, every junk dealer shall cause to be subscribed by the person from whom the same is purchased a statement as to when, where and from whom he obtained such article, also his age, residence by City, village or town and the street and number thereof, if any, and otherwise such description as will reasonably locate said seller, his occupation and name of his employer, if any, and the place of employment or business, which statement, to which shall be added a list describing such article or articles, the junk dealer shall forthwith file in the office of the Chief of Police within 24 hours after such purchase.

§ 140-4 Separation of goods.

Every junk dealer shall, on purchasing any of the property described in the last section, place and keep each separate purchase in a separate and distinct pile, bundle or package in the usual place of business of such junk dealer, without removing, melting, cutting or destroying any article thereof, for a period of five days immediately succeeding such purchase, on which package, bundle or pile shall be placed and kept by such junk dealer a tag bearing the name and residence of the seller with the date, hour and place of purchase and the weight thereof.

§ 140-5 Penalties for offenses.

[Amended 4-4-1994 by L.L. No. 1-1994]

Any person violating any of the provisions of this chapter shall be subject, upon conviction, to the penalties set forth in Chapter 1, General Provisions, Article III, of this Code.

§ 140-6 Suspension or revocation of license.

In addition to the fine, imprisonment or both authorized by this chapter, any licensee shall be subject to the suspension or revocation of his license upon conviction for any violation of this chapter. The County Judge, City Judge or Commissioner of Accounts may, in his discretion, suspend or revoke a license granted under any provision of this chapter, pending or in advance of the criminal prosecution of the licensee.

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Chapter 163

Pedalbuses

[HISTORY: Adopted by the City Council of the City of Saratoga Springs 8-4-2015. Amendments noted where applicable.]

GENERAL REFERENCES

Traffic Violations Bureau — See Ch. **45**.

Bicycles — See Ch. **75**.

Buses — See Ch. **89**.

Parades — See Ch. **151**.

Play vehicles — See Ch. **168**.

Taxicabs — See Ch. **215**.

Vehicles and traffic — See Ch. **225**.

§ 163-1 **Purposes.**

The purposes of this chapter are to regulate the pedalbus industry; to set basic safety standards, operating procedures and insurance requirements; to accommodate another low-emission means of transportation while enhancing the passenger experience; and to promote the general health, safety and welfare.

§ 163-2 **Definitions.**

In this chapter, unless the context otherwise requires a different meaning:

HELPER MOTOR

A device with:

- A. A maximum piston displacement of 50 cubic centimeters or less;
- B. A brake horsepower of 1 1/2 or less; and
- C. A maximum speed of 25 miles per hour or less on a flat surface with less than a one-percent grade.

NIGHTTIME

The period between sunset and sunrise.

OPERATOR

The person in physical control of a pedalbus.

OWNER

A person who owns or holds an ownership interest in a pedalbus.

PEDALBUS

A device that transports passengers, is powered by one or more individuals (with or without a helper motor), and that is not a pedicab as defined in Chapter **200** of the Code of the City of Saratoga Springs.

RESERVATION

A prearranged agreement for service for a specific date, time period, number of passengers, contact information, and/or any other information relevant to the operation of the pedalbuses, made in writing or over the company's website.

TOWING VEHICLE

A vehicle that has the capacity to safely and efficiently tow the pedalbus.

§ 163-3 Required safety equipment.

It is unlawful to operate a pedalbus without:

- A. Using two lamps on the front that emit a constant white light to illuminate a person or vehicle at least 50 feet to the front during nighttime.
- B. Using two lamps on the front that emit a constant white light visible from at least 500 feet to the front during nighttime.
- C. Having two lamps on the front that emit a constant amber light visible from at least 50 feet to the front during nighttime.
- D. Using a New York State Department of Transportation-approved red reflector on the rear visible from at least 50 to 300 feet to the rear when the reflector is directly in front of lawful motor vehicle upper beams during nighttime.
- E. Using a lamp on the rear that emits a constant red light visible from at least 1,000 feet to the rear during nighttime.
- F. Having a slow-moving vehicle emblem on the rear: a truncated equilateral triangle at least 14 inches high with a red reflective border at least 1 3/4 inches in width and a fluorescent orange center.
- G. Front and rear working directional signals.
- H. A braking system capable of stopping the pedalbus safely.
- I. A mirror located to reflect to the operator a view of the road at least 200 feet to the rear.
- J. A horn audible from at least 50 feet away.

§ 163-4 Size limitations.

It is unlawful to operate a pedalbus that:

- A. Is wider than 96 inches (eight feet) at its widest point.
- B. Is longer than 264 inches (22 feet) at its longest point.
- C. Carries more than 16 passengers and one driver.

§ 163-5 Inspection; prohibited conditions.

- A. Each pedalbus owned and/or operated under a license shall be subject to inspection at license application, license renewal, and at any other times reasonably requested by the City's Code

Enforcement Officers.

B. It is unlawful to operate a pedalbus that has:

- (1) Exposed rust;
- (2) Ripped upholstery or fabric;
- (3) Exposed wood that is not in good condition;
- (4) Seats that are not sturdy or properly secured to the pedalbus;
- (5) One or more pedal wheels whose mechanisms are not working properly; and/or
- (6) The lack thereof of any safety equipment mandated by this chapter.

§ 163-6 Operation; prohibited acts.

- A. Owners/operators must have the physical ability to move the pedalbus as needed if not propelled by pedal power. The pedalbus must be moved by a vehicle that has the capacity to tow the pedalbus in a safe and reasonable manner and be insured for commercial automobile insurance.
- B. Owners/operators must at all times comply with the New York State Vehicle and Traffic Law when operating the pedalbus.
- C. No animal, reptile, amphibian or birds shall be allowed as passengers while the pedalbus is in operation.
- D. Owners/operators shall be legally liable for the safety of all participants, occupants, customers while the pedalbus is in operation.
- E. It is unlawful for an operator to operate a pedalbus:
 - (1) By riding other than on or astride a permanent regular seat attached to the pedalbus.
 - (2) No person shall be allowed to stand on any part of the pedalbus while the pedalbus is in motion.
 - (3) Carrying more passengers than the number of seats available.
 - (4) In a manner that results in damage to public property.
 - (5) In a manner that results in colliding with a pedestrian.
 - (6) Obstructing pedestrian traffic on a sidewalk.
 - (7) Equipped with a siren, whistle or air horn.
 - (8) With any sound amplification system (other than a horn) which disturbs the comfort of any person of reasonable sensibilities in the vicinity of the operation of the pedalbus.
 - (9) Without a clearly visible manufacturer's serial or identification number on the pedalbus.
 - (10) Carrying anything that prevents the operator from keeping at least one hand on the steering wheel.
 - (11) Knowingly permitting another to attach his/her person, bicycle, coaster, sled, toy vehicle, roller skates, skateboard, scooter or other rolling device to the pedalbus.
 - (12) With any trailer or other rolling device attached to the pedalbus.

- (13) Knowingly permitting passengers to smoke or possess or consume alcohol or any illegal substances while riding the pedalbus. Each pedalbus shall prominently display signage that indicates smoking, alcohol and/or illegal drugs are expressly prohibited.
- (14) While possessing or consuming alcohol, or while under the influence of alcoholic beverages or controlled substances.
- (15) Between 10:00 p.m. and 7:00 a.m.
- (16) On a street or alley that has been closed by the City to motor vehicles.
- (17) On a street with a posted speed limit greater than 30 miles per hour, except for crossing that street.
- (18) On a street or public area that has been ordered closed to pedalbuses by the Department of Public Safety.
- (19) Containing signage that is prohibited by the Zoning Ordinance.
- (20) Left unattended unless locked and with brakes activated.

§ 163-7 Parking.

- A. A pedalbus may be parked only in compliance with New York State and City parking regulations applicable to vehicles. Parking a pedalbus in a City-designated bus stop, bus stand, taxicab stand or other public carrier stand is prohibited.
- B. Pedalbuses shall pick up and discharge passengers only in parking lots or similar off-street areas shown on a map approved by the City Council, as may be amended by the Council from time to time and placed on file in the Department of Accounts, office of the City Clerk. The City's Traffic Safety Division shall have authority to determine if an area is unsafe for picking up and discharging passengers.
- C. The intentional pickup or discharge of passengers anywhere other than the designated parking lots or similar off-street area, or intentional use of an area designated as unsafe, shall be cause for the revocation or suspension of an owner's or driver's pedalbus license under this chapter.

§ 163-8 Reserved parties only.

- A. A pedalbus may operate for previously reserved parties only, and may not solicit or accept substitute or additional passengers at any time.
- B. Upon request, the operator of a pedalbus shall show the reservation to a law enforcement officer.
- C. The owner must obtain all applicable tax and business licenses to operate a pedalbus. A copy of the license(s) must be displayed on the pedalbus, visible to passengers and the public.

§ 163-9 Driver's license and other required documents.

- A. It is unlawful for an operator to operate a pedalbus without having in possession a valid New York State Class E driver's license and being at least 21 years old.
- B. It is unlawful for an operator to fail to display the license or other required documents, including the reservation and proof of insurance, to a law enforcement officer or code enforcement officer upon request.
- C. The driver's license of the operator may not be canceled, revoked or suspended by the New York State Department of Motor Vehicles.

§ 163-10 Insurance required.

- A. The owner shall maintain at all times a commercial general liability insurance policy in the amount of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, including personal injury, commercial automobile insurance with a combined single limit of \$1,000,000 and New York State statutory workers' compensation and employers' liability insurance.
- B. The insurance company issuing the policy shall be authorized to issue commercial liability policies in New York State by the New York State Department of Insurance.
- C. The policy shall designate, by manufacturer's serial or identification number, all pedalbuses and the commercial vehicle used to tow the pedalbus in an emergency situation for which coverage is granted.
- D. The policy shall insure the person named in the policy and any other person operating the pedalbus with the express or implied permission of the named insured against any liability arising out of the ownership, maintenance or use of the pedalbus in New York.
- E. The policies shall name the City as an additional insured on a primary and noncontributory basis and as a certificate holder.

§ 163-11 Route restrictions.

The Commissioner of Public Safety or his/her designee shall be responsible for designating the routes for pedalbuses.

§ 163-12 Application for license.

- A. The following is required for an application for a pedalbus owner's license:
 - (1) An application for an owner's license under this chapter shall be filed in the office of the City Clerk. The application shall be signed and sworn to by the applicant and shall contain the following information:
 - (a) The name, address, and telephone number of the company, and, if the company is a partnership or operating under an assumed name, a certified copy of the certificate of partnership or assumed name or names, and, if the applicant is a corporation, the names and addresses of all corporate officers and stockholders.
 - (b) A publicly listed telephone number maintained by the company.
 - (c) The name, home address, telephone number and date of birth of the applicant and each driver who will drive the pedalbus and/or towing vehicle for the applicant, and a copy of each driver's valid New York State Class E motor vehicle driver's license.
 - (d) Insurance.
 - [1] The owner shall maintain at all times a commercial general liability insurance policy in the amount of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, including personal injury, commercial automobile insurance with a combined single limit of \$1,000,000 and New York State statutory workers' compensation and employers' liability insurance. The insurance company issuing the policy shall be authorized to issue commercial liability policies in New York State by the New York State Department of Insurance. The policy shall designate, by manufacturer's serial or identification number, all pedalbuses and the commercial vehicle used to tow the pedalbus in an emergency situation for which coverage is granted. The policy shall insure the person named in the policy and any other person operating the pedalbus and/or towing vehicle with the express or implied permission of the named insured against any liability arising out of the ownership, maintenance or use of the pedalbus in New York. The policy shall name the City as an additional insured on a primary and noncontributory basis and as a certificate holder.

- [2] A fully executed hold harmless agreement, in a form satisfactory to the City, by which the applicant shall indemnify and save harmless the City and its agents and employees from and against all claims, damages, loss and expense (including but not limited to attorney's fees) arising out of or resulting from the licensed activity, sustained by any person or persons, provided that any such claims, 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 or negligent act or omission of the applicant, or the applicant's employees, agents, or subcontractors.
- (e) Four color photographs (one of each side, front, and back) of each pedalbus to be used by the applicant, and a description of each such pedalbus, including length, width, colors and passenger capacity. Detailed schematics must be provided for each vehicle.
 - (f) Four color photographs (one of each side, front, and back) of each towing vehicle to be used by the applicant and the New York State Department of Motor Vehicles registration for each towing vehicle.
 - (g) The full name, current home address, current phone number, and copy of each towing vehicle operator's valid New York State driver's license.
 - (h) An affidavit from the applicant stating that each pedalbus and towing vehicle for which a license is requested complies with all requirements of the New York Vehicle and Traffic Law.
- (2) The Saratoga Springs Police Department shall investigate the applicant's qualifications and background. The Police Department shall initiate a criminal history record search through the State Division of Criminal Justice Services (DCJS) by submitting the applicant's fingerprints and required procedures fee, which shall be paid by the applicant. The results of the criminal history record search shall be reviewed by the Chief of Police, or by a member of the Police Department designated by the Chief of Police.
- B. The following is required for an application for a pedalbus driver's license:
- (1) An application for a driver's license shall be filed in the office of the City Clerk. The application shall be signed and sworn to by the applicant and shall contain the following information:
 - (a) Proof that the applicant is at least 21 years old.
 - (b) Proof that the applicant is the holder of a valid New York State Class E motor vehicle driver's license.
 - (c) A copy of the applicant's driving record obtained from the New York State Department of Motor Vehicles.
 - (d) A statement that the applicant is in good health and not subject to any infirmity of mind or body that might render the applicant incapable or unfit to safely operate a pedalbus.
 - (e) A statement that the applicant is able to communicate effectively in English.
 - (f) A statement that the applicant does not unlawfully use any drug or controlled substance.
 - (g) A set of the applicant's fingerprints, to be taken by the Saratoga Springs Police Department
- C. The Saratoga Springs Police Department shall be responsible for the investigation the applicant's qualifications and background. The Police Department shall initiate a criminal history record search through the State Division of Criminal Justice Services (DCJS) by submitting the applicant's fingerprints and required procedures fee, which shall be paid by the applicant. The results of the criminal history record search shall be reviewed by the Chief of Police, or by a member of the Police Department designated by the Chief of Police.

- D. No driver's license shall be issued to any applicant who fails to meet the standards established in Article 23-A of the Corrections Law of the State of New York.
- E. No driver's license shall be issued to any applicant who has been convicted of the crime of criminal sale of a controlled substance, in any degree as established in the Penal Law.

§ 163-13 Consideration of factors for license; denial; hearing.

Upon consideration of the factors listed in § 163-12 above, the Commissioner of Accounts may issue a license to the applicant. Each license shall expire on December 31 in the year issued. The Commissioner of Accounts shall have authority to impose reasonable conditions upon any license issued. The Commissioner may also refuse to issue a license to an applicant based upon a determination that the application is incomplete, or that it contains false information, or that the applicant fails to satisfactorily meet the requirements stated in those sections. Denial of an application shall be sent to the applicant, in writing, at the address indicated on the application by certified mail. Upon the applicant's written request, a hearing may be conducted at which the applicant may provide evidence that he or she should be issued a license.

§ 163-14 Responsibility of owner.

It is unlawful for an owner to permit a pedalbus to be operated, parked or maintained in violation of any of the provisions of this chapter.

§ 163-15 Penalties for offenses.

- A. A first violation of this chapter may be punished by a fine of up to \$150 per violation.
- B. A second or subsequent violation of this chapter within one year of conviction of a first violation may be punished, in addition to any other penalties authorized by law, by a fine of up to \$300 per violation and suspension of the applicant's license or licenses issued under this chapter.

§ 163-16 Suspension or revocation of license.

- A. Owner's license.
 - (1) Revocation or suspension. An owner's license may be revoked or suspended, upon due notice, by the Commissioner of Accounts for the following reasons:
 - (a) The licensee becomes ineligible for a pedalbus owner's license under the criteria embodied in Article 23-A of the Correction Law of the State of New York.
 - (b) The licensee permits the operation of a pedalbus by an operator not licensed under the provisions of this chapter.
 - (c) Violation of any provision of this chapter or any rule or regulation established by the Commissioner of Accounts pursuant to this chapter.
 - (d) The licensee engages in any other conduct which evidences his or her inability to safely engage in the business of operating a pedalbus or which evidences a disregard for public safety.
 - (e) Failure to maintain appropriate insurance for all his/her licensed pedalbuses as required by New York State law.
 - (f) Failure to maintain appropriate insurance and registration for all his/her towing vehicles as required by New York State law.
 - (2) Procedure. The following procedure(s) will be followed when revoking or suspending a pedalbus owner's license:

- (a) A pedalbus owner against whom suspension or revocation is proposed shall be sent written notice, by certified mail, to the address listed on his or her application. Said notice shall state the reason for the proposed suspension or revocation and shall state the date by which the pedalbus owner may request a hearing, except that said date shall not be more than 15 days after the date of the written notice. Request for a hearing shall be in writing to the Commissioner of Accounts. The hearing shall be held no later than 30 days following receipt of the written request, unless the licensee requests an adjournment of the hearing date. Failure to request a hearing by the date specified shall result in a waiver of such hearing, and the suspension or revocation shall then take effect.
- (b) Pre-hearing suspension. The license of a pedalbus owner against whom suspension or revocation is proposed may be suspended immediately as part of the issuance of the written notice, pending the hearing and determination.
- (3) Any such suspension or revocation shall be noted on the license, together with a statement of the reasons thereof, and the pedalbus owner shall be deprived of his or her pedalbus license by the Commissioner of Accounts. Notice of such suspension or revocation shall be sent to the licensee at the address listed on the application by certified mail. A second suspension for the same reason he or she presents reasons satisfactory to the Commissioner of Accounts in writing.

B. Driver's license.

- (1) Revocation or suspension. A pedalbus driver's license may be revoked or suspended, upon due notice by the Commissioner of Accounts, for the following reasons:
 - (a) The licensee becomes ineligible for a pedalbus license under the criteria embodied in Article 23-A of the Correction Law of the State of New York.
 - (b) Violation of any provision of this chapter or any rule or regulation established by the Commissioner of Accounts pursuant to this chapter.
 - (c) A pedalbus driver's license shall be suspended or revoked automatically during any period in which the pedalbus driver's New York State driver's license is suspended, revoked, expired, or has any conditions attached to it by the New York State Department of Motor Vehicles that prohibit the licensee from driving or operating a pedalbus.
 - (d) A pedalbus driver's license may be suspended upon the pedalbus driver's arrest or conviction of a violation of any provision of § 1192 of the Vehicle and Traffic Law.
 - (e) Any other conduct which evidences the inability of the driver to safely operate a pedalbus or which evidences a disregard for public safety.
- (2) Procedure. The following procedure(s) will be followed when revoking or suspending a pedalbus driver's license:
 - (a) A pedalbus driver against whom revocation or suspension is proposed shall be sent written notice thereof, by certified mail, at the address listed on his or her application. Said notice shall state the reason for the proposed suspension or revocation and shall state the date by which the pedalbus driver may request a hearing, except that said date shall not be more than 15 days after the date of the written notice. Request for a hearing shall be in writing to the Commissioner of Accounts. The hearing shall be held no later than 30 days following receipt of the written request, unless the licensee requests an adjournment of the hearing date. Failure to request a hearing by the date specified shall result in a waiver of such hearing, and the suspension or revocation shall then take effect.
 - (b) Pre-hearing suspension. The license of a pedalbus driver against whom suspension or revocation is

proposed may be suspended immediately as part of the issuance of the written notice, pending the hearing and determination.

- (3) Any such suspension shall be noted on the license, together with a statement of the reasons thereof, and the pedalbus driver shall be deprived of his or her pedalbus license by the Commissioner of Accounts. Notification of such suspension or revocation shall be sent to the licensee at the address indicated on the application by certified mail. A second suspension for the same reason shall automatically revoke the license. No pedalbus driver whose pedalbus license has been revoked shall be eligible to reapply for a license under this chapter for a period of 12 months following the effective date of the suspension or revocation, unless he or she presents reasons satisfactory to the Commissioner of Accounts in writing.

§ 163-17 Issuance of license.

Upon the completion of all reviews by the Office of Risk and Safety and the Department of Public Safety, and upon determining that the provisions of this chapter have been complied with, the Commissioner of Accounts shall have authority to issue a pedalbus license. The Commissioner shall also have authority to impose reasonable conditions in the public interest upon any pedalbus license issued. Any conditions imposed shall be plainly noted on or attached to the issued pedalbus license. Each pedalbus owner's license shall indicate the name of the pedalbus company, the address of the pedalbus company, the name of the applicant, the fee paid, the date of issuance, date of expiration, the signature of the Commissioner of Accounts, the date of inspection by Code Enforcement, the number of pedalbuses licensed and their seating capacities. Each pedalbus driver's license shall indicate the driver's name, date of issuance, date of expiration, driver's photograph, and the license number of the pedalbus company for whom he/she works.

§ 163-18 Fees.

- A. Fees shall be established from time to time by the City Council for the licensure of pedalbus and for pedalbus drivers. A schedule of all such fees will be available for review in the Office of the City Clerk and on the City's webpage.
- B. Payment of the applicable fee under this section shall be due upon filing or renewal of the application(s).

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Chapter 165

Peddling and Vending

[HISTORY: Adopted by the City Council of the City of Saratoga Springs 3-20-2018. Amendments noted where applicable.]

GENERAL REFERENCES

Handbills and posters — See Ch. **132**.

Newsracks — See Ch. **145**.

Noise — See Ch. **148**.

Pawnbrokers — See Ch. **159**.

Vehicles and traffic — See Ch. **225**.

§ 165-1 **Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

CITY CLERK

The City Clerk of the City of Saratoga Springs.

FARM AND FOOD PRODUCT

Any agricultural, horticultural, forest, or other product of the soil or water, including but not limited to craft brews, farm or micro produced wines or hard ciders, fruits, vegetables, eggs, dairy products, meat and meat products, poultry and poultry products, fish and fish products, grain and grain products, honey, nuts, preserves, maple sap products, apple cider, fruit juice, wine, ornamental or vegetable plants, nursery products, flowers, firewood and Christmas trees.

FARMER'S MARKET

Any building, structure or place, the property of a municipal corporation or under lease to or in possession of a public or private agency, individual or business used or intended to be used by two or more producers for the direct sale of a diversity of farm and food products (defined above), from producers to consumers and food buyers.

FOOD TRUCK

A registered motor vehicle designed to be mobile, portable and not permanently attached to the ground from which food (either prepackaged or prepared on site) is sold or given away.

ICE CREAM AND OTHER FROZEN CONFECTIONS

Vendors allowed in residential neighborhoods that are given permission to utilize a specific route approved by the City, but that may not stop or idle for more than 15 minutes at any time, that sell ice cream and other frozen confections. All noise ordinances and traffic and parking laws must be followed.

LICENSE

A license issued pursuant to this chapter.

LICENSEE

Any person holding a license.

MINOR

Any person under the age of 18.

PERSON

Includes individuals, corporations, partnerships, associations, and all other legal entities, whether acting as principal or agent.

PRIVATE SITE

Any privately owned or leased property.

PRODUCER

Any person or persons who grow, produce, or cause to be grown or produced any farm or food products in New York State.

PUBLIC OR PRIVATE AGENCY

Any agency of federal, state or local government, regional market authority, public benefit corporation, not-for-profit corporation, cooperative corporation or educational institution.

PUBLIC PLACE

All publicly owned and/or managed land that includes, but shall not be limited to, streets, sidewalks, parking, outdoor passive and active recreation areas (whether paved or unpaved), and bike paths.

REFRESHMENT

Any food, fruit, or other edible commodity or soft drink or carbonated beverage or water that is bottled.

SPECIAL EVENT

Any festival, parade, race, fundraiser, or other event taking place on public property and that is open to the public governed by Chapter **199A**.

VENDOR

Any person engaged in the selling or offering for sale of, or engaged in purchasing or offering to purchase for commercial purposes, refreshments or merchandise, in a public place or private site.

§ 165-2 Exemptions.

Nothing in this chapter shall apply to any of the following:

- A. Sales conducted pursuant to any statute or by order of any court.
- B. Any person selling merchandise at wholesale to dealers in such articles.
- C. Any person selling his or her own personal property at a garage sale held at his or her private residence, provided that no such garage sale may be conducted for more than four days in a month.
- D. Persons who sell newspapers or horse racing information.

§ 165-2.1 Limited exemptions.

- A. Limited racetrack exemption for minors.
- (1) There shall be an exemption for minors who sell bottled water and/or writing instruments during the Saratoga Thoroughbred Racing Meet in the following areas adjacent to the Saratoga Race Track in the

green space between the NYRA fence and the sidewalk:

- (a) The east side of Frank Sullivan Place for a distance of 550 feet south of its intersection with Lincoln Avenue.
 - (b) The north side of Lincoln Avenue for a distance of 250 feet west of its intersection with Frank Sullivan Place.
 - (c) The east side of Nelson Avenue between Wright Street and Gridley Street, with the exception of 50 feet from the intersection of Nelson Avenue and Wright Street, where no vending will be allowed.
 - (2) A minor shall occupy no more than nine square feet of area, and shall not in any event obstruct the orderly passage of pedestrians or vehicles across streets and sidewalks.
 - (3) A minor shall sell only between the hours of 7:00 a.m. and 7:00 p.m. each day.
 - (4) A minor shall remove all merchandise and equipment each day upon leaving.
 - (5) No minor shall be granted exclusive occupancy of any particular location within the permitted area. If minors cannot cooperate in establishing locations each day, the Commissioner of Public Safety, or his or her designee, shall have authority to establish a fair and equitable procedure for the assignment of locations.
 - (6) The parent or guardian of each minor shall register by filing an application with the Department of Accounts, and shall include a signed statement indicating:
 - (a) That the minor has the parent or guardian's permission to engage in vending pursuant to this exemption.
 - (b) The parent or guardian shall provide proof of age.
 - (c) That the parent or guardian intends to relieve the City from liability for all injuries and claims of any kind arising out of the vending activity.
 - (d) That the parent or guardian shall hold the City harmless from all causes of action arising out of the vending activity.
 - (e) That the parent or guardian assumes responsibility for the minor's vending activity and shall, if the minor is under 14 years of age, accompany the minor at all times during the vending activity.
 - (f) That, if the minor is at least 14 years of age, the minor holds appropriate working papers in accordance with state law. A copy of the working papers shall be submitted with the application.
 - (7) All duly registered individuals shall be issued an identification badge generated by the City, which shall be worn at all times during the vending activity.
- B. Limited exemption for charitable organizations.
- (1) There shall be an exemption for persons operating a sale on behalf of any charitable organization or not-for-profit corporation, as that term is defined in the Not-For-Profit Corporation Law, except that such persons shall be required to obtain a vendor license, at no cost, and shall be subject to all the restrictions set forth in City Code Chapter **199A**.
- C. Limited exemption for special events.
- (1) There shall be an exemption for persons whose vending activity is described in a special event license

issued under City Code Chapter **199A**, except that any such person shall:

- (a) Comply with all restrictions set forth in City Code Chapter **199A**.
- (b) Comply with any and all additional restrictions as may be imposed by the City to reasonably provide for public health and safety.
- (c) Provide the required insurance and an executed application as required.
- (d) If selling food, provide proof of certification required by the New York State Department of Health.

§ 165-3 License required; application.

Every vendor herein defined shall obtain a license pursuant to this chapter; however, any person under the employ of a license holder shall not require a separate license.

A. Application.

- (1) Every person who wishes to obtain a license under this chapter shall make application to the Commissioner of Accounts on forms provided by the Commissioner. Each application shall state:
 - (a) The name, address and phone number of the applicant.
 - (b) If the applicant is an agent, the name, address, and phone number of the person, firm, corporation or legal entity that he or she represents, and the names, addresses and phone numbers of all vendors participating in the application.
 - (c) A detailed description of the goods, wares or merchandise that the applicant will sell or trade in, along with a description of any vehicles or devices to be used by the applicant.
 - (d) A detailed map of the area or areas within the City where the applicant proposes to conduct his or her activities.
 - (e) The hours of the day that the applicant proposes to conduct business as described within the application.
 - (f) Any other information as may be required by the City to properly and adequately review the application.
 - (g) A copy of a New York sales tax certificate.
 - (h) A New York State Department of Health Department certificate: Please note that any vendor who will be selling or distributing food must go through the Saratoga County Health Department.
 - (i) A description of the mobile vending unit, including the unit's dimensions (length and width), and a copy of the vehicle registration. A photographic image of the unit is optional.
 - (j) A written waste disposal plan for all trash, water, grease, and other materials. City staff will review the description, and modifications may be required before a license will be issued.
 - (k) Proof of 501(c)(3) designation, if applicable.
- (2) Copy of the Fire Department license for solid, liquid, or gas-fired cooking/heating appliances, if applicable.
- (2) The Department of Accounts shall refer the application to the Department of Public Works, Office of Risk and Safety, the Department of Public Safety and the Design Review Commission for review, evaluation and approvals. Approvals may include any modifications and/or restrictions in the interest of

public health, safety and welfare.

- (3) Applications for licenses under this chapter may be made at any time and shall be valid until December 31 of that year, unless a shorter period of validity shall be specified on the license by the Commissioner of Accounts.
- (4) The Commissioner of Accounts shall have authority to refer any application to the Saratoga Springs Police Department for the making of such investigation of the applicant as the Department deems necessary for the protection of the public good. The Saratoga Springs Police Department shall inform the Accounts Department of any information that would legally prohibit the Commissioner of Accounts from approving such application.
- (5) Each application shall be accompanied by two recent photographs of the applicant, or, if the applicant is not an individual, two photographs of the person who will be conducting the vending activities. In any case where more than one person will be conducting the vending activities, two photographs of each person must be submitted. All photographs must be of passport size and requirements.
- (6) Insurance:
 - (a) The applicant shall maintain at all times a commercial general liability insurance policy in the amount of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, including personal injury; commercial automobile insurance with a combined single limit of \$1,000,000 and New York State statutory workers' compensation and employer's liability and disability insurance or waiver of same from the New York State Workers' Compensation Bureau is required per New York State law. 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) The insurance company issuing the policy shall be licensed and admitted to do business in New York State.
 - (c) The policy shall designate, by manufacturer, year, make, model and vehicle or serial identification number, all commercial vehicles for which coverage is granted.
 - (d) The policy shall insure the person named in the policy and any other person using any equipment and/or vehicle with the express or implied permission of the named insured against any liability arising out of the ownership, maintenance or use of the applicant's activities in New York.
 - (e) The policies shall name the City as an additional insured on a primary and noncontributory basis.

§ 165-4 Issuance of license; rules and regulations.

- A. Upon the completion of the foregoing requirements to the satisfaction of the Department of Public Works, Office of Risk and Safety, the Department of Public Safety and the Design Review Commission, the Commissioner of Accounts shall issue the applicant a license. Except as hereinafter provided, no license shall be refused except for a stated reason as to why the application is not satisfactory.
- B. The Commissioner of Accounts, in accordance with the laws of the City, may impose conditions upon the use of any license, including but not limited to the times of day, days of the week, and geographical limits within which the licensee may perform the activities permitted by the license.
- C. A license shall not be assignable. Any holder of a license who permits it to be used by any other person and any person who uses a license granted to any other person shall each be guilty of a violation of this chapter.

- D. Whenever a license shall be lost or destroyed on the part of the licensee or his or her agent or employee, a duplicate license, subject to all the terms and conditions of the original, may be issued by the Commissioner of Accounts upon the filing by the licensee of an affidavit setting forth the circumstances of the loss.
- E. Each license shall be assigned a number and shall indicate the licensee's name and address, the date of issue, the expiration date, the goods, wares or merchandise to be sold or traded in, the amount of the fee paid, and the vehicles or other devices used by the licensee.
- F. No license shall be issued to a person under 18 years of age, except that a license holder shall be permitted to employ persons under 18 years of age.
- G. No licensee who has had his or her license revoked shall make another application until a period of at least 12 months shall have elapsed since the revocation, unless he or she can demonstrate to the satisfaction of the Commissioner of Accounts good cause for the earlier submittal of an application.

§ 165-5 License fees.

- A. License fees shall be established [on an annual basis by resolution of the City Council] from time to time by the City Council for the licensure of auctions. A schedule of all such fees will be available for review in the Office of the City Clerk and on the City's webpage., with the exception of veterans licensed by the County of Saratoga and/or New York State under Article 4 of the General Business Law.
- B. A person 65 years of age or older may make application to waive the fee for any license required by this chapter, and the Commissioner of Accounts shall grant such waiver upon the applicant's submitting satisfactory proof of age. Such waiver shall be rescinded if at any time the applicant shall cease to be the sole person engaged in the licensed activity.

C. Payment of the applicable fee under this section shall be due upon filing or renewal of the application.

§ 165-6 Restrictions.

A licensed vendor shall:

- A. Not falsely or fraudulently misrepresent any article or articles offered for sale or offer for sale any unwholesome, tainted or contaminated merchandise.
- B. Permit the City Code Enforcement Administrator to inspect any equipment used or foods offered for sale at any time.
- C. Horns and bells.
 - (1) Not blow a horn, ring a bell or use any other noisemaking device to attract public attention, except when required to do so by the New York State Vehicle and Traffic Law, or by other applicable law.
 - (2) For purposes of this subsection, noise made by such a licensee shall not be continuous and uninterrupted, nor shall it be of a type that a reasonable person, under the circumstances, would not tolerate.
- D. Not position himself or herself nor place any object in such a manner so as to obstruct any street, sidewalk or public place and shall keep the area within 10 feet of his or her vending operation clean and free from debris.
- E. Comply with any requirements or regulations promulgated by the City. It shall be the responsibility of the licensee to obtain information about any such standards from City's website or obtain a paper copy upon request from the City Clerk's office.

- F. Display his or her photo license prominently at all times while engaging in the licensed activity.
- G. Not sell anywhere in the T-6 Downtown Business District, except as may be allowed under the terms of this chapter and/or a special event permit.
- H. Not supply any outdoor seating associated with the vending activity.

§ 165-7 Records.

It shall be the duty of the Commissioner of Accounts to keep a record of all applications and all licenses granted under the provisions of this chapter, giving the number and date of each license, the name and address of the licensee, the amount of the license fee paid and also the date of revocation of all licenses revoked.

§ 165-8 Application of Zoning Ordinance.

Nothing in this chapter shall be construed as granting the Commissioner of Accounts any power to confer rights upon license holders to do or perform any activity in contravention of any duly adopted zoning regulations or ordinances in effect in the City of Saratoga Springs.

§ 165-9 Outdoor food vending.

The purpose of this policy is to establish a uniform City policy for the purpose of vending fresh, prepared and prepackaged food products to the general public. Retail or service-based vending will not be covered under this policy. The regulations in this section shall be in addition to and not in limitation of other regulations in this chapter.

A. Types of outdoor food vending permitted.

(1) Licenses may be issued for outdoor food vending only in the following circumstances:

- (a) Outdoor food vending as part of a farmers market as specified in § **165-9B**.
- (b) Outdoor food vending in connection with a special event permit issued under Chapter **199A** of the City Code.
- (c) Outdoor food vending in a privately owned parking lot or other private property pursuant to § **165-9C**.
- (d) Outdoor food vending of ice cream and other frozen confectionary products pursuant to § **165-9D**.
- (e) Outdoor food vending at specified locations established by resolution of the City Council and specified on a list of approved vending locations.

B. Farmers markets. Farmers markets are defined and governed by the New York State Department of Agriculture and Markets (NYSDAM) and shall be permitted to sell farm and farm-produced foods as defined within this chapter. The participants of farmers markets operating within the corporate boundaries of the City shall abide by and prominently display as required by law the following New York State Agency requirements in addition to the licensing requirements previously stipulated herein. The aforementioned regulatory list is subject to regulatory changes and is not meant to be all-inclusive:

- (1) Fresh produce: No permits, licenses or certificates are required per New York State regulation if the produce is raw, cut and unprocessed.
- (2) New York State Tax Department: A valid New York State sales tax certificate is required to be prominently displayed at each farmers market booth.
- (3) New York State Department of Health:

- (a) Food service permits are required if the majority of the products sold are a food service item that is made for immediate consumption.
 - (b) All processed foods sold must be from an approved source that is produced under a New York State Department of Agriculture and Markets 20-C license or New York State DOH permit.
 - (c) Individual vending licenses shall be required if the New York State DOH requires a food service permit. Food demonstrations that include hot prepared foods shall require a permit from the New York State Department of Health per their regulations. The permit shall be prominently posted for view.
 - (d) Proof of this licensure must be submitted for each participant as part of the vendor's licensure.
 - (e) A vending license shall be required of any vendor required to obtain a New York State DOH food preparation certificate.
- (4) New York State Liquor Authority (farm breweries, craft breweries, farm wineries, farm cideries and farm distilleries):
- (a) All New York State alcohol vendors must enforce age restrictions regarding sales and sampling at farmers markets.
 - (b) Vendors must obtain a one-time or annual tasting permit from the New York State Liquor Authority (SLA) and submit their brand label for approval prior to any taste testing.
 - (c) The SLA requires a farm distillery license and a marketing permit if the vendor sells distilled products by the bottle. These permits must be prominently displayed at all times.
- (5) New York State Agriculture and Markets Law Article 20-C governs the manufacture and bottling of nonalcoholic cider and fruit juice. Apple cider and related products sold must meet the criteria of New York State Agriculture and Markets Law § 214-n.
- (6) The New York State Department of Agriculture and Markets, Division of Milk Control and Dairy Services, Part II permits govern milk, milk products, cheese and other dairy products. Permits issued by NYSDAM should be prominently displayed as required by regulation.
- (7) USDA (meats): All meats sold are governed under the USDA and must be marked with the USDA legend or as "Processed at an NYSDAM Facility."
- (8) New York State Department of Environmental Conservation (freshwater fish):
- (a) No permit, license or certificate is required if a freshwater fisherman is selling whole or nonprotected species.
 - (b) An Article 20C license from the NYSDAM is required if fish is pan-ready.
 - (c) A New York State Department of Environmental Conservation food fish and crustacean dealers and shippers license is required to resell marine fish purchased from a licensed fisherman if reselling the fish at the farmers market.
- (9) All pet foods and treats sold must be registered with the New York State Department of Agriculture and Markets. Proof of registration must be posted at the farmers market. All products sold must be the New York State criteria for minimum labeling requirements.
- (10) Animals shall be restricted within a farmers market per the NYSDAM regulations. All live animals for display should be kept segregated and located downwind from foods being sold in the market.

C. Outdoor vending on private property:

- (1) Licenses may be issued to individuals who seek a license to vend on private property.
- (2) The license shall include written authorization from the property owner to conduct the vending activity.
- (3) Licenses shall be issued only in areas permitted by the City's Zoning Ordinance.
- (4) This subsection shall not apply to outdoor food vending for residential properties in connection with catering activities at private events not open to the public.

D. Ice cream vendors:

- (1) May be allowed in residential neighborhoods, as approved by the Commissioner of Accounts or designee.
- (2) Must submit a map with the application showing the route(s) that will be followed.
- (3) Shall submit to a mandatory background check by the Saratoga Springs Police Department.
- (4) May not stop for more than 15 minutes at a time. New York State Vehicle and Traffic laws must be adhered to at all times.
- (5) Must abide by existing City Noise Ordinance regulations and New York State Vehicle and Traffic laws.

§ 165-10 Penalties for offenses.

Any person who, by himself or herself or by an agent or employee, shall act as a vendor as herein defined, without a license or other approval granted herein, or who shall violate any of the provisions of this chapter, or who, having had a license revoked or suspended, shall continue to act as a vendor, shall, upon conviction, be subject to the penalties set forth in Chapter 1, General Provisions, Article III, of the Code.

§ 165-11 Revocation of license.

The Commissioner of Accounts may, upon due notice, revoke or suspend any license or other approval granted or issued herein for a violation of any of the provisions of this chapter or for any other act or omission that demonstrates the licensee's inability to safely and properly conduct the licensed activity. When a license shall be revoked or suspended, no refund of any portion of the license fee shall be made. Notice of such revocation or suspension and the reason or reasons therefor, in writing, shall be served by the Commissioner of Accounts upon the licensee or mailed to the licensee's address as stated on the application. If the license is revoked or terminated for cause, the license period shall end immediately, and no refund will be issued. Notice of proposed suspension or revocation of a license for street vending shall be given in writing, setting forth specifically the grounds of the complaint. Any applicant whose license is revoked under this regulation may not reapply for another license until the expiration of one year from the date of revocation.

§ 165-12 Appeal process for revocation of license.

- A. The Commissioner of Accounts shall have the right to suspend, terminate or reinstate a vending license. Such decisions shall become effective immediately.
- B. The vendor shall have a right to an appeal hearing on the proposed revocation or suspension before the Department of Accounts or its designee no later than 10 days after requesting such a hearing in writing.

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Chapter 199A

Special Events

[HISTORY: Adopted by the City Council of the City of Saratoga Springs 12-20-2005. Amendments noted where applicable.]

GENERAL REFERENCES

Alcoholic beverages — See Ch. **61**.

Demonstrations — See Ch. **98**.

Firearms — See Ch. **115**.

Noise — See Ch. **148**.

Parades — See Ch. **151**.

Streets and sidewalks — See Ch. **203**.

Temporary structures — See Ch. **216**.

Zoning — See Ch. **240**.

Article I

General Provisions

It shall be lawful, as defined in this chapter, to hold or cause to be held a special event by first obtaining a special event permit from the Commissioner of Accounts. Persons holding a permit for a parade, as that term is defined in Chapter 151 of the City Code, shall not be required to obtain an additional permit under this chapter for the activity covered by the special event permit.

§ 199A-1 Definitions; compliance with other provisions.

- A. A "special event" is any event, occasion or celebration open to the public and held in or upon any public right-of-way, public street, public park or other public place or conducted in such a manner as to significantly impede public access to any public right-of-way, public street, public park or other public place.
- B. Any person, corporation, partnership or other entity applying for a permit under this chapter, if installing/erecting a temporary structure, must comply with Chapter **216** of the City Code entitled "Temporary Structures."
- C. Any person, corporation, partnership or other entity applying for a permit under this chapter must comply with Chapter **148** of the City Code entitled "Noise."
- D. Any person, corporation, partnership or other entity applying for a permit under this chapter must comply with Chapter **61** of the City Code entitled "Alcoholic Beverages."
- E. The following definitions shall apply to this chapter:

AWNING/CANOPY

A structure resembling a roof.

BANNER

Any sign, as defined herein, hung above a street, from a building, bridge structure or a vehicle or towed by a vehicle, including but not limited to an aircraft, watercraft or trailer.

CITY

The City of Saratoga Springs, New York.

CITY CLERK

The City Clerk of the City of Saratoga Springs, New York.

PARADE

Any procession of any kind in a public place in the City of Saratoga Springs that is intended to attract public attention and that does not comply with normal traffic regulations and control.

PUBLIC PLACE

Any place to which the public has unrestricted access, but "public place" shall not mean the interior floor space of any building or any space covered by part of a building's permanent roof.

SIGNS

Any display of words, symbols or other visual images made of cloth, paper, plastic, cardboard or other material or any combination of such display.

TEMPORARY STRUCTURE

A tent, awning, canopy or other device, with or without sides, used to cover an area.

TENT

A collapsible shelter, with or without sides, made of fabric, nylon or canvas stretched and sustained by poles and used as a temporary structure.

§ 199A-2 Applicability.

The following activities shall not require a permit under this article:

A. Funeral processions.

§ 199A-3 Prohibited items or activities.

A. The following items or activities are prohibited:

- (1) Banners. Banners, as defined, are prohibited.
- (2) Explosives, fireworks or pyrotechnics. No person shall carry or possess any kind or mixture of explosives, fireworks or pyrotechnics.
- (3) Flammable or combustible liquids or gases. Flammable or combustible liquids, compressed gases or gases cannot be carried or possessed.
- (4) Injury, physical. The conduct of the special event is not reasonably likely to cause physical injury to persons or property.
- (5) Interference with emergency services. The special event will not unduly interfere with proper fire and police protection or emergency services to contiguous areas of such assembly areas.

- (6) Obscene material. No person shall display, carry or possess any obscene material as defined by § 235.20 of the NYS Penal Law.
- (7) Noxious materials. No person shall use, carry or possess any noxious material of any kind or strength while participating in a special event.
- (8) Projectile launchers. Projectile launchers or other devices commonly used for the purpose of launching, hurling, or throwing any object, liquid, material or substance cannot be carried or possessed.
- (9) Sidewalks (blocking). No person or group of persons shall block any lawful use of a public sidewalk or any ingress to or egress from any building by standing within 15 feet of said doorway or entrance or any driveway to any building.
- (10) Signs. No sign or combination of signs shall render impassable any public way or any ingress to or egress from any public way, or render passage to, from or across a public way unreasonably difficult or hazardous. Posters, plaques or notices mounted on a support or hand held, constructed solely of cloth, paper, plastic or cardboard material no greater than 1/4 inch thick are permitted. Signs must be of such size and construction as to be safely carried and displayed.
- (11) Sirens or air horns. No person shall use, carry or possess any hand-carried or vehicle-mounted siren or air horn.
- (12) Strong acid or base chemicals in solid, liquid or gas. No persons shall use, carry or possess any acidic or basic chemical regardless of its physical state.
- (13) Traffic (blocking). No person shall block or otherwise interfere with highway, road or rail traffic to include ingress to or egress from a building or onto property.

§ 199A-4 Restricted use items or activities.

A. The following items or activities have restricted use:

- (1) Flyovers. Flyovers and aircraft trailing banners are not permitted unless requested for in the permit application in advance. A copy of the FAA authorization permit is required to be filed with the permit application.
- (2) Firearms. Firearm use or carry, real or replica, whether for ceremonial use as in a color guard or not, must be approved in advance by the Police Department.
- (3) Sound-producing or amplifying devices. The use of any sound-producing or amplifying devices is permitted if the sound is so as not to be heard at 250 feet and beyond the special event. The use of said equipment must also comply with restrictions and limitations contained in the Noise Ordinance of the City of Saratoga Springs.
- (4) Electricity. Electrical connections are not publicly available from the City. The use of an electric generator is prohibited. Electrical connections from private property are permitted, provided such connections shall have been inspected by a certified Electrical Inspector as to safety and compliance with the National Electrical Code. A copy of the inspection shall be filed with the Commissioner of Accounts prior to said use.

Article II

Permits

§ 199A-5 Application.

A. Applications for such permit shall be made to the Commissioner of Accounts on the forms provided by

the Commissioner.

- B. Weekly, monthly or yearly permits for recurring special events may be applied for and granted by the Commissioner of Accounts. Such application shall include a schedule for each day of the special event, together with any other information the Commissioner of Accounts may deem necessary. All such permits shall expire at the end of the calendar year in which they are granted.
- C. Filing period. An application for a special event shall be filed with the Commissioner of Accounts not fewer than 60 business days before the date on which it is proposed to conduct such special event. However, if the special event is a parade, or a walking, running or biking race, the application shall be filed not fewer than 90 days before the date on which it is proposed to conduct such special event in order to obtain the necessary approval from state and local highway authorities. **[Amended 12-20-2016]**
- D. For any event that will attract 5,000 or more persons, the applicant must also obtain a permit from the NYS Department of Health and include it with the application. A safety plan, as required by the Department of State must also be included with the application.

§ 199A-6 Fees.

[Amended 7-5-2022]

Fees under this chapter shall be established from time to time by [resolution of] the City Council for the licensure of Special Events. A schedule of all such fees will be available for review in the Office of the City Clerk and on the City's webpage. 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. The Accounts Department shall issue the invoice for said fees at the time of permit issuance. Payment is due no later than 30 days after the event date.

A. Payment of the applicable fee under this section shall be due upon filing or renewal of the application.

§ 199A-7 Responsibility for cleanup.

The Commissioner of Public Works shall have the authority, in situations where it is determined that the proposed special event is of such magnitude or character that it will generate an excessive or extraordinary amount of debris upon the public ways, to require an agreement from the applicant stating that the applicant shall be responsible for the costs of cleanup of the public ways after the special event. The Commissioner may enter into any agreement with the applicant as may be necessary for this purpose.

§ 199A-8 Insurance.

The applicant shall provide proof of insurance to the Commissioner of Accounts as follows:

- A. Proof of commercial general liability insurance, including completed products and operations and personal injury liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be included as an additional insured on said insurance.
- B. In the event a motorized vehicle shall be utilized in the permitted event, commercial automobile liability in the combined single limit of \$1,000,000 shall be required for all non-owned, hired and/or owned vehicles. The City shall be included as an additional insured on said insurance.
- C. Proof of statutory workers' compensation and employer's liability insurance for all employees participating in the event.
- D. A fully executed hold harmless agreement, in a form satisfactory to the City, by which the applicant shall indemnify and save harmless the City and its agents and employees from and against all claims, damages, loss and expense (including but not limited to attorney's fees) arising out of or resulting from

the licensed activity, sustained by any person or persons, provided that any such claims, 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 or negligent act or omission of the applicant, or the applicant's employees, agents, or subcontractors.

§ 199A-9 Issuance; applicability of zoning laws.

If the Commissioner of Accounts finds that all applicable provisions of this chapter have been complied with or will be complied with by the applicant, a permit may be issued to hold a special event conditional upon such reasonable limitations and requirements as may be deemed necessary for the protection of the public health, safety and welfare. Nothing in this chapter shall be construed as granting the Commissioner of Accounts any power to confer rights upon permit holders to do any act or conduct any business or activity in contravention of any zoning ordinance or regulation in effect in the City of Saratoga Springs. It shall be the responsibility of the permit holder to determine if the activity complies with the applicable zoning laws.

§ 199A-10 Standards for issuance.

The Commissioner of Accounts shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, it is found that:

- A. The conduct of the special event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route.
- B. The conduct of the special event will not require the diversion of so great a number of police officers of the City to properly manage the line of movement and the areas contiguous thereto as to prevent normal police protection to the rest of the City.
- C. The conduct of such special event will not require the diversion of so great a number of emergency services as to prevent normal emergency service to portions of the City other than that occupied by the proposed line of march and areas contiguous thereto.
- D. The issuance of a special event permit under this chapter shall not be construed as granting authorization to conduct activities defined as "demonstration" in Chapter **98** or "parade" in Chapter **151** of the Code of the City of Saratoga Springs.

§ 199A-11 Change of permit.

The City shall be empowered to change the date/time of the special event should such a change be in the best interest of the City. If the applicant refuses to accept such changes and chooses to cancel the special event, all fees paid by the applicant shall be refunded.

§ 199A-12 Notice to officials.

[Amended 7-5-2022]

Immediately upon the application for a special event permit, the Commissioner of Accounts shall send a copy of the special event application to the City Council and their designated representatives.

§ 199A-13 Contents.

Each special event permit shall state the following information:

- A. The starting time and ending time.
- B. Location of the special event and the portions of the streets to be traversed that may be occupied by the special event.
- C. The name of the responsible party and telephone number.

- D. Such other information as the Commissioner of Accounts shall find necessary to the enforcement of this chapter.

§ 199A-14 Duties of permit holder.

- A. The permit holder hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.
- B. Possession of permit. The special event chairperson or the person heading or leading such activity shall carry the special permit upon his/her person during the conduct of such special event.

§ 199A-15 Revocation.

The Commissioner of Accounts may revoke any permit for violation of any of the provisions of this chapter. Notice of such revocation and the reason or reasons therefor shall be served upon the person named in the permit application or by mailing the same to the address given on the permit application.

Article III Enforcement; When Effective

§ 199A-16 Penalties for offenses.

- A. Any person or other legal entity who violates any of the provisions of this chapter shall be subject to the penalties set forth in Chapter 1, General Provisions, Article III, General Penalty, of this Code. Both the Police Department and Code Administration shall have the authority to enforce the provisions of this chapter and to issue appearance tickets for violations thereof.
- B. This chapter shall take effect the day after publication as provided by the provisions of the City Charter of the City of Saratoga Springs, New York.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 200

Special Livery Vehicles

[HISTORY: Adopted by the City Council of the City of Saratoga Springs 8-5-2003; amended in its entirety 5-17-2005. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Demonstrations — See Ch. **98**.

Parades — See Ch. **151**.

Streets and sidewalks — See Ch. **203**.

Taxicabs — See Ch. **215**.

Vehicles and traffic — See Ch. **225**.

Article I

Intent; Definitions; General Operating Requirements

§ 200-1 **Legislative intent.**

The Saratoga Springs City Council finds that the public interest will be served by the reasonable regulation of specialized livery services. Such services can provide a novel and entertaining way to enjoy local attractions and events. However, their frequent use by the public generates a substantial need for licensing, regulation, and supervision. This chapter is intended to create reasonable regulations for special livery vehicles.

§ 200-2 **Definitions.**

The following terms shall have the meanings indicated:

CARRIAGE

A special livery vehicle for hire drawn by equine and carrying passengers only.

DRIVER

Any person who drives a special livery vehicle for hire, whether such person is the owner of said vehicle or an employee of the owner of said vehicle.

EQUINE

Any member of the family Equidae, including horses, mules, and asses.

HUMANE CARE

The provision of adequate food, water, shelter and medical care consistent with the normal requirements and feeding habits of the equine's size, species and breed.

LICENSE

Permission granted by the City of Saratoga Springs to any person, firm, corporation, or other legal entity to engage in activities described in this chapter.

MOTORIZED SPECIAL LIVERY VEHICLE

Any special livery vehicle powered entirely or in part by a motor or engine. The term shall include all motorized vehicles used as special livery vehicles and not as taxicabs as defined in Chapter **215** of the City Code.

OWNER

Any person, firm, corporation or legal entity that engages in the business of operating special livery vehicles for hire.

PEDICAB

A special livery vehicle for hire powered exclusively by human power through a drive train and having three or more wheels.

SPECIAL LIVERY VEHICLE

Any conveyance, powered by motor, animal or otherwise, hired by persons for entertainment or recreational purposes and not intended or operated as a means of public transportation.

VETERINARIAN

Any person licensed by the State of New York to practice veterinary medicine and who specializes in equine or large animal medicine.

§ 200-3 General operating requirements.

No person shall own, operate, drive or offer for rental in the City of Saratoga Springs any manner of special livery vehicle unless such special livery vehicle is of a kind or type regulated under this chapter and all required licenses have been obtained.

Article II Equine-Drawn Carriages

§ 200-4 Licenses required.

- A. No person, firm, corporation or legal entity shall engage in the business for profit of operating any equine-drawn carriage or equine-drawn carriages for hire in the City of Saratoga Springs without first obtaining an owner's license as described in this article.
- B. No person shall act as a driver of an equine drawn carriage for hire in the City of Saratoga Springs without first obtaining a valid driver's license as described in this article.
- C. No license shall be required for any person, firm, corporation or legal entity who engages in the business for profit of operating any equine-drawn carriage or equine-drawn carriages for hire, or who drives said carriage or carriages, as part of a special event as permitted by Chapter 69 of the City Code, or as part of a parade as permitted by Chapter **151** of the City Code, or in any circumstance where said carriage or carriages are hired for private use upon private property or upon property owned by the State of New York, except that persons, firms, corporations or legal entities who operate carriages under any of the aforementioned circumstances shall comply with operating regulations in § **200-8E, F, H, I, J, K, M, P, Q, S, T, W, X, Z** and **AA** of this article.

§ 200-5 Application for owner's license.

- A. An application for an owner's license under this article shall be filed in the office of the Commissioner of Accounts. The application shall be signed and sworn to by the applicant and shall contain the following information:
 - (1) The name, address, and telephone number of the applicant, and, if the applicant is a partnership or operating under an assumed name, a certified copy of the certificate of partnership or assumed name or

names, and, if the applicant is a corporation, the names and addresses of all corporate officers and stockholders.

- (2) A publicly listed telephone number maintained by the applicant.
 - (3) The name, home address, telephone number and date of birth of each driver who will drive carriages for the applicant, and a copy of each driver's valid state motor vehicle driver's license.
 - (4) Insurance.
 - (a) Proof of commercial general liability insurance, including personal injury liability insurance specific to equine-drawn carriages for hire in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be included as an additional insured on said insurance.
 - (b) Proof of statutory workers' compensation and employer's liability insurance for all employees.
 - (c) A fully executed hold harmless agreement, in a form satisfactory to the City, by which the applicant shall indemnify and save harmless the City and its agents and employees from and against all claims, damages, loss and expense (including, but not limited to, attorney's fees) arising out of or resulting from the licensed activity, sustained by any person or persons, provided that any such claims, 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 or negligent act or omission of the applicant, or the applicant's employees, agents, or subcontractors.
 - (5) One or more photographs of each carriage to be used by the applicant, and a description of each such carriage, including length, width, passenger capacity and number of equine used.
 - (6) A sworn affidavit from the owner stating that the applicant has inspected each carriage and is qualified to determine whether such carriage is in safe operating condition, and has determined that the carriage is in safe operating condition.
 - (7) A New York State tax identification certificate.
 - (8) Proof of annual health inspection for each equine used, together with proof of good health from a veterinarian, including proof of a negative Coggins test and a rabies vaccination.
 - (9) A set of the applicant's fingerprints, or, if the applicant is a legal entity other than an individual, a set of fingerprints of the chief executive officer or chief representative of that legal entity, to be taken by the Saratoga Springs Police Department.
 - (10) Any other information deemed necessary by the Commissioner of Accounts for the reasonable review of the application.
- B. The Saratoga Springs Police Department shall investigate the applicant's qualifications and background. The Police Department shall initiate a criminal history record search through the State Division of Criminal Justice Services (DCJS) by submitting the applicant's fingerprints and required procedures fee, which shall be paid by the applicant to the DCJS. The results of the criminal history record search shall be reviewed by the Chief of Police, or by a member of the Police Department designated by the Chief of Police.

§ 200-6 Application for driver's license.

- A. An application for a driver's license shall be filed in the office of the Commissioner of Accounts. The application shall be signed and sworn to by the applicant and shall contain the following information:
- (1) Proof that the applicant is at least 18 years old.

- (2) Proof that the applicant is the holder of a valid state motor vehicle driver's license.
 - (3) A copy of the applicant's driving record obtained from the Department of Motor Vehicles.
 - (4) A statement that the applicant is in good health and not subject to any infirmity of mind or body that might render the applicant incapable or unfit to safely operate an equine-drawn carriage.
 - (5) A statement that the applicant is able to communicate effectively in English.
 - (6) A statement that the applicant does not unlawfully use any drug or controlled substance.
 - (7) A sworn affidavit from the applicant, and, if the applicant is not the owner of the carriage, a sworn affidavit from the owner, stating that the applicant is competent to safely drive an equine-drawn carriage, has knowledge and experience in driving such carriages, and has knowledge of proper equine grooming, care, nutrition, and equipment.
 - (8) A set of the applicant's fingerprints, or, if the applicant is a legal entity other than an individual, a set of fingerprints of the chief executive officer or chief representative of that legal entity, to be taken by the Saratoga Springs Police Department.
- B. No driver's license shall be issued to any applicant who fails to meet the standards established in Article 23-A of the Corrections Law of the State of New York. In addition to and not in limitation of the foregoing, no driver's license shall be issued to any applicant who is at the time of application under indictment for a felony anywhere in the United States, or who has been convicted of a felony anywhere in the United States within the past five years preceding the application, or who has been convicted of two or more misdemeanors within the past two years preceding the application.
- C. No license shall be issued to any applicant who has been convicted of any of the following crimes: robbery, rape, sexual abuse, aggravated sexual abuse, or course of sexual conduct against a child, or of the crime of assault with intent to commit any of the aforementioned crimes.
- D. No driver's license shall be issued to any applicant who has been convicted of the crime of criminal sale of a controlled substance in any degree as established in the Penal Law.
- E. No driver's license shall be issued to any applicant who has been convicted of any offense involving mistreatment, torture or cruelty to animals as provided in Article 26 of the Agriculture and Markets Law.
- F. The Saratoga Springs Police Department shall investigate the applicant's qualifications and background. The Police Department shall initiate a criminal history record search through the State Division of Criminal Justice Services (DCJS) by submitting the applicant's fingerprints and required procedures fee, which shall be paid by the applicant, to the DCJS. The results of the criminal history record search shall be reviewed by the Chief of Police, or by a member of the Police Department designated by the Chief of Police.

§ 200-7 Issuance of license.

- A. Upon consideration of the factors listed in §§ **200-5** and **200-6** above, the Commissioner of Accounts may issue a license to the applicant. Each license shall expire on December 31 in the year issued. The Commissioner of Accounts shall have authority to impose reasonable conditions upon any license issued. The Commissioner may also refuse to issue a license to an applicant based upon a determination that the applicant fails to satisfactorily meet the requirements stated in those sections, or that the issuance of the license would adversely affect public health, safety and welfare. Denial of an application shall be sent to the applicant in writing at the address indicated on the application. Upon the applicant's written request, a hearing may be conducted at which the applicant may provide evidence that he or she

should be issued a license.

- B. In the event that the number of applicants exceeds the number of licenses that the Commissioner of Accounts has determined to be the maximum allowable in the interest of public health, safety and welfare, the Commissioner shall have the authority to conduct a lottery or other fair and equitable selection process to determine which applicants shall receive the available licenses.

§ 200-8 Operating regulations.

Every equine-drawn carriage operated under this article shall comply with the following regulations:

- A. All carriages shall follow established schedules as adopted in Addendum A and amended from time to time.
- B. Carriages shall be driven in the traffic lane closest to the curb, except when necessary in emergencies to make way for vehicular and pedestrian traffic.
- C. Carriages shall not operate between the hours of 1:00 a.m. and 7:00 a.m.
- D. Carriages shall operate only during the hours as adopted in Addendum A.
- E. No person shall ride on the back of any equine used to draw a carriage.
- F. Two drivers, or one driver and one assistant to the driver shall remain with each carriage at all times while in operation.
- G. Each driver shall display a photo license at all times while the carriage is in operation.
- H. A driver shall not drive a carriage when a passenger is standing in the carriage or is in any way not seated securely and safely within the carriage.
- I. Every driver shall provide humane care to every equine under his or her control.
- J. Every equine that shall draw a carriage shall be in good health and shall be not less than three nor more than 20 years old.
- K. Every equine that shall draw a carriage shall be not more than six months pregnant.
- L. Each owner of an equine or equines shall provide proof each year showing that the equine is in good health. The proof shall identify each equine according to a Coggins test or other test generally accepted in veterinary practice.
- M. No equine shall be left unattended.
- N. No equine shall be worked more than eight hours in a twenty-four-hour period.
- O. No equine shall be worked more than five days within a seven-day period.
- P. No equine shall be worked if the temperature is above 90° F. or below 18° F.
- Q. No equine shall draw more than twice its body weight. For purposes of this regulation, weight drawn shall include carriage, passengers and driver.
- R. Each equine shall be groomed daily prior to starting work.
- S. Each equine shall have hooves properly trimmed and studded shoes correctly fitted.

- T. All carriages shall be equipped with an overcheck rein and shall be in safe mechanical condition.
- U. Each carriage shall be originally constructed as a passenger carriage. A carriage's wheelbase shall not exceed 14 feet. A carriage's overall chassis length, exclusive of shafts and equine, shall not exceed 28 feet. A carriage's overall width shall not exceed 78 inches.
- V. No carriage shall be drawn by more than two equine, except carriages permitted as part of a special event under City Code Chapter 69, or as part of a parade permitted under City Code Chapter 151.
- W. All carriages shall be equipped with electric front and rear lamps as required by § 1223 of the Vehicle and Traffic Law, and shall be equipped with an orange triangle as required for slow-moving vehicles under the Vehicle and Traffic Law. Reflective bands shall be placed on the legs of each equine.
- X. Each carriage shall be equipped with a device of the type commonly known as a "diaper" and used to contain animal waste. Each person operating a carriage shall promptly clean up solid waste spills produced by equines under his or her control. Each person shall maintain at a readily accessible location a supply of disinfectant agent and shall use said agent to disinfect all animal waste spills produced by equines under his or her control.
- Y. Each driver shall have a radio or cellular communication system.
- Z. Each carriage shall be equipped with brakes on at least the two rearmost wheels.
- AA. Each carriage shall be equipped with a sign, affixed to the rear of the carriage, with the words "Keep Back 25 feet" in letters not less than three inches high.

§ 200-9 License fees.

[The following fees shall be paid for licenses under this article:] Fees shall be established from time to time by the City Council for the licensure of Special Livery Vehicles and Special Livery Drivers' Licenses. A schedule of all such fees will be available for review in the Office of the City Clerk and on the City's website

A. Payment of the applicable fees under this section shall be due upon filing or renewal of the application.

[License]	[Fee]
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[Owner's license]	[\$250, plus \$50 for each additional carriage]
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[Driver's license]	
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[Initial application]	[\$10]
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[Each renewal]	[\$35]
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§ 200-10 Suspension or revocation of license.

The Commissioner of Accounts may, upon due notice, revoke, suspend or refuse to renew any license issued for a violation of any of the provisions of this article or for any other act or omission that demonstrates the licensee's inability to safely and properly conduct the licensed activity. When a license shall be revoked or suspended, no refund of any portion of the license fee shall be made. Notice of such revocation, suspension or refusal to renew and the reason or reasons therefor in writing shall be served by the Commissioner of Accounts upon the licensee or mailed to the licensee's address as stated on the application.

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§ 200-11 Penalties for offenses.

Any person who, by himself or herself or by an agent or employee, shall conduct any activity described in this article, without a license, or who shall violate any of the provisions of this article, or who, having had a license revoked or suspended, shall continue to conduct any activity described in this article, shall, upon conviction, be subject to the penalties set forth in Chapter 1, General Provisions, Article III, of the Code.

Article III
Motorized Vehicles

§ 200-12 Licenses required.

- A. No person, firm, corporation or legal entity shall engage in the business for profit of operating a motorized special livery vehicle for hire in the City of Saratoga Springs, without first obtaining an owner's license as described in this article.
- B. No person shall act as a driver of a motorized special livery vehicle without first obtaining a driver's license as described in this article.
- C. No license shall be required for any person, firm, corporation or legal entity who engages in the business for profit of operating a motorized special livery vehicle for hire, or who drives said vehicle or vehicles, as part of a special event as permitted by Chapter 69 of the City Code or in any circumstance where said vehicle of vehicles are hired for private use upon private property or upon property owned by the State of New York.

§ 200-13 Application for owner's license.

- A. An application for an owner's license under this article shall be filed in the office of the Commissioner of Accounts. The application shall be signed and sworn to by the applicant and shall contain the following information:
 - (1) The name, address, and telephone number of the applicant, and, if the applicant is a partnership or operating under an assumed name, a certified copy of the certificate of partnership or assumed name or names, and, if the applicant is a corporation, the names and addresses of all corporate officers and stockholders.
 - (2) A publicly listed telephone number maintained by the applicant.
 - (3) The name, home address, telephone number and date of birth of each driver who will drive vehicles for the applicant, and a copy of each driver's valid New York State motor vehicle driver's license of Class E.
 - (4) Insurance.
 - (a) Proof of commercial general liability insurance, including personal injury liability insurance specific to motorized vehicles for hire in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and \$1,000,000 combined single-limit automobile liability insurance for owned, nonowned and hired vehicles. The City shall be included as an additional insured on said insurance.
 - (b) Proof of statutory workers' compensation and employer's liability insurance for all employees.
 - (c) A fully executed hold harmless agreement, in a form satisfactory to the City, by which the applicant shall indemnify and save harmless the City and its agents and employees from and against all claims, damages, loss and expense (including but not limited to attorney's fees) arising out of or resulting from the licensed activity, sustained by any person or persons, provided that any such claims, 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 or negligent act or omission of the applicant, or the applicant's employees, agents, or subcontractors.

- (5) One or more photographs of each vehicle to be used by the applicant, and a description of each such vehicle, including length, width, and passenger capacity.
 - (6) A New York State tax identification certificate.
 - (7) Proof that the applicant is the holder of a valid New York State motor vehicle driver's license of Class E.
 - (8) A copy of the applicant's driving record obtained from the Department of Motor Vehicles.
 - (9) An affidavit from the applicant stating that each vehicle for which a license is requested complies with all requirements of the New York Motor Vehicle and Traffic Law.
 - (10) A set of the applicant's fingerprints, or, if the applicant is a legal entity other than an individual, a set of fingerprints of the chief executive officer or chief representative of that legal entity, to be taken by the Saratoga Springs Police Department.
- B. The Saratoga Springs Police Department shall investigate the applicant's qualifications and background. The Police Department shall initiate a criminal history record search through the State Division of Criminal Justice Services (DCJS) by submitting the applicant's fingerprints and required procedures fee, which shall be paid by the applicant, to the DCJS. The results of the criminal history record search shall be reviewed by the Chief of Police, or by a member of the Police Department designated by the Chief of Police.

§ 200-14 Application for driver's license.

- A. An application for a driver's license shall be filed in the office of the Commissioner of Accounts. The application shall be signed and sworn to by the applicant and shall contain the following information:
- (1) Proof that the applicant is at least 18 years old.
 - (2) Proof that the applicant is the holder of a valid New York State motor vehicle driver's license of Class E.
 - (3) A copy of the applicant's driving record obtained from the Department of Motor Vehicles.
 - (4) A statement that the applicant is in good health and not subject to any infirmity of mind or body that might render the applicant incapable or unfit to safely operate a motorized vehicle.
 - (5) A statement that the applicant is able to communicate effectively in English.
 - (6) A statement that the applicant does not use unlawfully any drug or controlled substance.
 - (7) A set of the applicant's fingerprints, or, if the applicant is a legal entity other than an individual, a set of fingerprints of the chief executive officer or chief representative of that legal entity, to be taken by the Saratoga Springs Police Department.
- B. The Saratoga Springs Police Department shall investigate the applicant's qualifications and background. The Police Department shall initiate a criminal history record search through the State Division of Criminal Justice Services (DCJS) by submitting the applicant's fingerprints and required procedures fee, which shall be paid by the applicant, to the DCJS. The results of the criminal history record search shall be reviewed by the Chief of Police, or by a member of the Police Department designated by the Chief of Police.
- C. No driver's license shall be issued to any applicant who fails to meet the standards established in Article 23-A of the Corrections Law of the State of New York. In addition to and not in limitation of the foregoing, no driver's license shall be issued to any applicant who is at the time of application under indictment for a felony anywhere in the United States, or who has been convicted of a felony anywhere

in the United States within the past five years preceding the application, or who has been convicted of two or more misdemeanors within the past two years preceding the application or who has been convicted of more than one moving violation in the past year.

- D. No licenses shall be issued to any applicant who has been convicted of any of the following crimes: robbery, rape, sexual abuse, aggravated sexual abuse, or course of sexual conduct against a child, or of the crime of assault with intent to commit any of the aforementioned crimes.
- E. No driver's license shall be issued to any applicant who has been convicted of the crime of criminal sale of a controlled substance in any degree as established in the Penal Law.

§ 200-15 **Issuance of license.**

Upon consideration of the factors listed in §§ 200-13 and 200-14 above, the Commissioner of Accounts may issue a license to the applicant. Each license shall expire on December 31 in the year issued. The Commissioner of Accounts shall have authority to impose reasonable conditions upon any license issued. The Commissioner may also to issue a license to an applicant based upon a determination that the applicant fails to satisfactorily meet the requirements stated in those sections. Denial of an application shall be sent to the applicant in writing at the address indicated on the application. Upon the applicant's written request, a hearing may be conducted at which the applicant may provide evidence that he or she should be issued a license.

§ 200-16 **Fees.**

[The following fees shall be paid for licenses under this article:] Fees shall be established from time to time by the City Council for the licensure of Special Livery Vehicles and Special Livery Drivers' Licenses. A schedule of all such fees will be available for review in the Office of he City Clerk and on the City's website

B. Payment of the applicable fees under this section shall be due upon filing or renewal of the application.

[License]	[Fee]
[Owner's] [license]	[\$250, plus \$50 for each additional vehicle]
[Driver's] [license]	
[Initial] application 1	[\$10]
[Each] [renewal]	[\$35]

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§ 200-17 **Construal of provisions.**

- A. Nothing in this article shall be construed so as to supersede any provision of the New York State Vehicle and Traffic Law, and/or any regulation of the New York State Insurance Department, and/or any provision of City Code Chapter 225, entitled "Vehicles and Traffic." No license granted under this article shall be construed so as to give permission to the licensee to do any act or engage in any activity contrary to the aforementioned state and City laws.

§ 200-18 Suspension or revocation of license.

The Commissioner of Accounts may, upon due notice, revoke, suspend or refuse to renew any license issued for a violation of any of the provisions of this article or for any other act or omission that demonstrates the licensee's inability to safely and properly conduct the licensed activity. When a license shall be revoked or suspended, no refund of any portion of the license fee shall be made. Notice of such revocation, suspension or refusal to renew and the reason or reasons therefor in writing shall be served by the Commissioner of Accounts upon the licensee or mailed to the licensee's address as stated on the application.

§ 200-19 Penalties for offenses.

Any person who, by himself or herself or by an agent or employee, shall conduct any activity described in this article, without a license, or who shall violate any of the provisions of this article, or who, having had a license revoked or suspended, shall continue to conduct any activity described in this article, shall, upon conviction, be subject to the penalties set forth in Chapter 1, General Provisions, Article III, of the Code.

**Article IV
Pedicabs**

§ 200-20 License required.

- A. No person, firm, corporation or legal entity shall engage in the business for profit of operating a pedicab for hire in the City of Saratoga Springs without first obtaining an owner's license as described in this article.
- B. No person shall act as a driver of a pedicab without first obtaining a driver's license as described in this article.

§ 200-21 Application for owner's license.

- A. An application for an owner's license under this article shall be filed in the office of the Commissioner of Accounts. The application shall be signed and sworn to by the applicant and shall contain the following information:
 - (1) The name, address, and telephone number of the applicant, and, if the applicant is a partnership or operating under an assumed name, a certified copy of the certificate of partnership or assumed name or names, and, if the applicant is a corporation, the names and addresses of all corporate officers and stockholders.
 - (2) A publicly listed telephone number maintained by the applicant.
 - (3) The name, home address, telephone number and date of birth of each driver who will drive pedicabs for the applicant, and a copy of each driver's valid New York State motor vehicle driver's license.
 - (4) Insurance.
 - (a) Proof of commercial general liability insurance, including personal injury liability insurance specific to pedicabs for hire in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be included as an additional insured on said insurance.
 - (b) Proof of statutory workers' compensation and employer's liability insurance for all employees.
 - (c) A fully executed hold harmless agreement, in a form satisfactory to the City, by which the applicant shall indemnify and save harmless the City and its agents and employees from and against all claims, damages, loss and expense (including but not limited to attorney's fees) arising out of or resulting from the licensed activity, sustained by any person or persons, provided that any such claims, 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 or negligent act or omission of the applicant, or the applicant's

employees, agents, or subcontractors.

- (5) One or more photographs of each pedicab to be used by the applicant, and a description of each such vehicle, including length, width, and passenger capacity.
 - (6) A New York State tax identification certificate.
 - (7) Proof that the applicant is the holder of a valid motor vehicle driver's license. **[Amended 7-3-2007]**
 - (8) A copy of the applicant's driving record obtained from the Department of Motor Vehicles.
 - (9) An affidavit from the applicant stating that each vehicle for which a license is requested complies with all requirements of the New York Vehicle and Traffic Law.
 - (10) A set of the applicant's fingerprints, or, if the applicant is a legal entity other than an individual, a set of fingerprints of the chief executive officer or chief representative of that legal entity, to be taken by the Saratoga Springs Police Department.
- B. The Saratoga Springs Police Department shall investigate the applicant's qualifications and background. The Police Department shall initiate a criminal history record search through the State Division of Criminal Justice Services (DCJS) by submitting the applicant's fingerprints and required procedures fee, which shall be paid by the applicant, to the DCJS. The results of the criminal history record search shall be reviewed by the Chief of Police, or by a member of the Police Department designated by the Chief of Police.

§ 200-22 Application for driver's license.

- A. An application for a driver's license shall be filed in the office of the Commissioner of Accounts. The application shall be signed and sworn to by the applicant and shall contain the following information:
- (1) Proof that the applicant is at least 18 years old.
 - (2) Proof that the applicant is the holder of a valid motor vehicle driver's license. **[Amended 7-3-2007]**
 - (3) A copy of the applicant's driving record obtained from the Department of Motor Vehicles.
 - (4) A statement that the applicant is in good health and not subject to any infirmity of mind or body that might render the applicant incapable or unfit to safely operate a pedicab.
 - (5) A statement that the applicant is able to communicate effectively in English.
 - (6) A statement that the applicant does not unlawfully use any drug or controlled substance.
 - (7) A set of the applicant's fingerprints, or, a set of fingerprints of the chief executive officer or chief representative of that legal entity, to be taken by the Saratoga Springs Police Department.
- B. The Saratoga Springs Police Department shall investigate the applicant's qualifications and background. The Police Department shall initiate a criminal history record search through the State Division of Criminal Justice Services (DCJS) by submitting the applicant's fingerprints and required procedures fee, which shall be paid by the applicant, to the DCJS. The results of the criminal history record search shall be reviewed by the Chief of Police, or by a member of the Police Department designated by the Chief of Police.
- C. No driver's license shall be issued to any applicant who fails to meet the standards established in Article 23-A of the Corrections Law of the State of New York. In addition to and not in limitation of the foregoing, no driver's license shall be issued to any applicant who is at the time of application under

indictment for a felony anywhere in the United States, or who has been convicted of a felony anywhere in the United States within the past five years preceding the application, or who has been convicted of two or more misdemeanors within the past two years preceding the application, or who has been convicted of more than one moving violation in the past year.

- D. No licenses shall be issued to any applicant who has been convicted of any of the following crimes: robbery, rape, sexual abuse, aggravated sexual abuse, or course of sexual conduct against a child, or of the crime of assault with intent to commit any of the aforementioned crimes.
- E. No driver's license shall be issued to any applicant who has been convicted of the crime of criminal sale of a controlled substance, in any degree as established in the Penal Law.

§ 200-23 **Issuance of license.**

Upon consideration of the factors listed in §§ 200-21 and 200-22 above, the Commissioner of Accounts may issue a license to the applicant. Each license shall expire on December 31 in the year issued. The Commissioner of Accounts shall have authority to impose reasonable conditions upon any license issued. The Commissioner may also to issue a license to an applicant based upon a determination that the applicant fails to satisfactorily meet the requirements stated in those sections. Denial of an application shall be sent to the applicant in writing at the address indicated on the application. Upon the applicant's written request, a hearing may be conducted at which the applicant may provide evidence that he or she should be issued a license.

§ 200-24 **Fees.**

[The following fees shall be paid for licenses under this article:] Fees shall be established from time to time by the City Council for the licensure of Special Livery Vehicles and Special Livery Drivers' Licenses. A schedule of all such fees will be available for review in the Office of the City Clerk and on the City's website

C. Payment of the applicable fees under this section shall be due upon filing or renewal of the application.

[License	[Fee
[Owner's]	[\$250.]
[license]	[plus \$50]
	[for each]
	[additiona
	ll]
	vehicle]
[Driver's]	
[license]	
Initial]	\$10]
application	
l	
[Each]	\$35]
[renewal]	

§ 200-25 Construal of provisions.

Nothing in this article shall be construed so as to supersede any provision of the New York State Vehicle and Traffic Law, and/or any regulation of the New York State Insurance Department, and/or any provision of City Code Chapter **225** entitled "Vehicles and Traffic." No license granted under this article shall be construed so as to give permission to the licensee to do any act or engage in any activity contrary to the aforementioned state and City laws.

§ 200-26 Suspension or revocation of license.

The Commissioner of Accounts may, upon due notice and following a hearing, revoke, suspend or refuse to renew any license issued for a violation of any of the provisions of this article or for any other act or omission that demonstrates the licensee's inability to safely and properly conduct the licensed activity. When a license shall be revoked or suspended, no refund of any portion of the license fee shall be made. Notice of such revocation, suspension or refusal to renew and the reason or reasons therefor in writing shall be served by the Commissioner of Accounts upon the licensee or mailed to the licensee's address as stated on the application.

§ 200-27 Penalties for offenses.

Any person who, by himself or herself or by an agent or employee, shall conduct any activity described in this article without a license, or who shall violate any of the provisions of this article, or who, having had a license revoked or suspended, shall continue to conduct any activity described in this article, shall, upon conviction, be subject to the penalties set forth in Chapter **1**, General Provisions, Article **III**, of the Code.

§ 200-28 Operating regulations.

Every pedicab operated under this article shall comply with the following regulations:

- A. Each pedicab driver shall be in a physical condition to safely operate and control the pedicab at all times.
- B. Each pedicab shall be equipped with a radio or cellular communication device.
- C. Each pedicab shall be equipped with a battery- or generator-powered white front light visible for at least 500 feet, red taillights visible for at least 300 feet, at least one light on each side visible for at least 200 feet, reflective tires or wheels, brake lights, a horn or other audible signal that can be heard for at least 100 feet, and hydraulic or mechanical brakes capable of causing the vehicle to skid on dry clean pavement.
- D. Pedicabs shall illuminate headlights and taillights when operating after sunset, and when operating in fog or in inclement weather.
- E. No person shall attach any trailer, sidecar, or other auxiliary vehicle to any pedicab.
- F. All pedicabs shall follow established schedules as adopted in Addendum B and amended from time to time.
- G. Pedicabs shall be driven in the traffic lane closest to the curb, except when necessary in emergencies to make way for vehicular and pedestrian traffic.
- H. Pedicabs shall not operate between the hours of 1:00 a.m. and 7:00 a.m.
- I. Passengers and drivers shall remain seated at all times while the pedicab is in motion. No person shall stand on any part of a pedicab while the pedicab is in motion. No person shall ride on the back of any pedicab.
- J. Pedicabs shall be equipped with seat belts for all passengers under age five and helmets for all

passengers under age 14.

- K. Pedicabs shall be equipped with a reflective orange triangle as required for slow-moving vehicles.
- L. Pedicabs shall be kept clean and in good working order.
- M. Pedicabs shall be of heavy steel-frame construction with wheels not less than 26 inches in diameter. No pedicab shall be operated under this article that is not, in the opinion of the Traffic Safety Division, safe for use upon the public highways.
- N. Each pedicab shall have a sign affixed to the back reading "Keep Back 25 feet" in letters not less than three inches high.
- O. No pedicab shall be left unattended unless locked and with brakes activated.
- P. Each pedicab driver shall wear neat and clean attire, including a collared shirt, and shall display his or her photo identification card on his or her person.
- Q. Each pedicab driver shall carry a copy of this article while on duty.
- R. Each pedicab driver shall notify police in case of accident or injury.
- S. Each driver shall post a schedule of fares in the pedicab and shall give a receipt to each passenger upon request.
- T. No owner or driver shall allow passengers to smoke or to drink alcoholic beverages. Each pedicab shall feature a sign or logo indicating that smoking and drinking alcoholic beverages is prohibited.
- U. The Commissioner of Accounts shall have authority to reject or cause the removal of any banners, noisemakers, pennants, flags, or other devices attached to any pedicab that would, in the Commissioner's judgment, obstruct or distract drivers and/or pedestrians so as to cause a danger or hazard.
- V. Each pedicab shall be subject to inspection at all times by the Code Administrator and/or by the Police Department.
- W. No pedicab shall be in any manner leased, loaned, given, or transferred for use by any person, firm, corporation, or legal entity, unless and until such person, firm, corporation or legal entity is duly licensed and insured as an owner or driver under this article.

Article V Advertising on Special Livery Vehicles

§ 200-29 **Purpose; construal of provisions.**

- A. The purpose of this article is to establish reasonable criteria for the display of advertising and commercial messages on special livery vehicles licensed under this chapter. It is in the public interest that such advertising or commercial messages should not obstruct or distract drivers and/or pedestrians so as to cause a danger or hazard.
- B. Nothing in this article shall be construed to prohibit any form of constitutionally protected speech or expression.

§ 200-30 **Regulations.**

The following regulations shall apply to all advertising on special livery vehicles:

- A. Advertising shall be displayed only on a single fixed flat sign or panel, not larger than 20 inches by 28 inches, attached to or painted on the back of the special livery vehicle. No three-dimensional, illuminated or moving displays shall be permitted. In addition, a pedicab owner may display his or her company logo on the sides of each pedicab owned by that company, in a space not larger than two square feet.
- B. Letters and numbers shall be not more than 12 inches in height nor more than six inches wide.
- C. Advertising shall not be displayed on the top of the roof, canopy or cover of a special livery vehicle.
- D. All advertising proposed shall be submitted to the Commissioner of Accounts for review.
- E. The Commissioner of Accounts shall have authority to reject or cause the removal of any advertising which is in violation of this article or which, in the Commissioner's judgment, would obstruct or distract drivers and/or pedestrians so as to cause a danger or hazard.

Article VI Review of Provisions

§ 200-31 **Schedule for review.**

The Commissioner of Accounts shall cause the provisions of this chapter to be reviewed ~~from time to time,~~
[and reconsidered in January of every other year.] Nothing in this section shall be construed so as to prohibit the Commissioner of Accounts from reviewing said provisions [more frequently,] at the Commissioner's discretion.

Attachments:

[200a Addendum A Equine Carriages](#)

[200b Addendum B Pedicabs](#)

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Chapter 218

Trailer Parks

[HISTORY: Adopted by the City Council of the City of Saratoga Spring as indicated in article histories. Amendments noted where applicable.]

GENERAL REFERENCES

General penalty — See Ch. 1, Art. III.

Zoning — See Ch. 240.

Article I

Coach Parks

[Adopted as Ch. 121, Art. I, of the 1970 Code]

§ 218-1 Definitions.

As used in this article, the following terms shall have the meanings indicated:

COACH PARK

Any site, lot, field or tract of ground upon which five or more trailer coaches are placed, except for sale, and shall include any building, tent, vehicle or enclosure used or intended to be used as part of the equipment of such park.

PARK UNIT

A lot or plot of ground in any coach park of definite size and clearly indicated by the corner markers which shall be assigned to one trailer coach or tow car.

TRAILER COACH

Any vehicle designed for use or capable of being used as a dwelling or sleeping quarters for one or more persons, whether propelled by its own power or the power of another vehicle to which it may be attached.

§ 218-2 Enforcement.

It shall be the duty of the Department of Public Safety to enforce all of the provisions of this article, and, for the purpose of securing enforcement thereof, the Health Officer or any of his duly authorized representatives shall have the right and is hereby empowered to enter upon the premises of any coach park now operating or which may hereafter be operated within the City of Saratoga Springs, New York, to inspect the same and all accommodations connected therewith.

§ 218-3 License required; application; fees.

[Amended 4-4-1994 by L.L. No. 1-1994]

- A. No person, firm or corporation, being the owner or occupant of any land in the City of Saratoga Springs, shall use or permit the use of said land as a coach park without a license therefor as hereinafter provided.

B. The application for each park license shall be in writing and signed by the applicant. It shall state:

- (1) The name and address of the applicant.
- (2) The name and address of the owner of the property.
- (3) The description of the premises, including a drawing or sketch showing the layout and location of all units, buildings, boundaries, landmarks and lot numbers.

C. The application shall be filed with the Commissioner of Accounts, who will transmit it to the Department of Public Safety for action.

D. It shall be the duty of the Department of Public Safety to act promptly on all applications and return the same to the Commissioner of Accounts, who will issue a license if approved or notify the applicant if disapproved and the reason therefor.

E. The applicant for a coach park license shall, at the time of issuance of such license, pay to the Commissioner of Accounts an annual fee [of \$10] plus an additional fee [\$10] per unit/lot [fee].

F. All applications for renewal of a license will contain all the information outlined above.

G. Fees shall be established from time to time by the City Council for the licensure of Special Livery Vehicles and Special Livery Drivers' Licenses. A schedule of all such fees will be available for review in the Office of the City Clerk and on the City's website

H. Payment of the applicable fees under this section shall be due upon filing or renewal of the application.

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§ 218-4 **Park plan.**

- A. The coach park shall be laid out so that no unit will be more than 300 feet from the toilets and service buildings provided for herein.
- B. Each park will be subdivided into rectangular-shaped units at least 60 feet by 80 feet, clearly marked and numbered and so arranged that they are accessible to a well kept roadway.
- C. Each coach unit shall be furnished with an electric service outlet conveniently located and equipped with an externally operated switch or fuse block of capacity ample to meet the demands of the electrical equipment used in the coach. Aerial service lines shall be at least 12 feet off the ground. Lead lines shall be at least seven feet off the ground or buried.

§ 218-5 **Water supply.**

- A. An adequate year-round supply of pure water approved by the State Department of Health shall be provided in convenient locations in the park.
- B. No common drinking vessel shall be provided.

§ 218-6 **Wastewater disposal.**

- A. Wastes from showers, toilets and laundries shall be wasted into a municipal sewage system where available; where not available, into a private disposal plant or septic tank system approved by the State Department of Health.
- B. All coach kitchen sinks, washbasins, lavatories, baths or shower drains located in any coach park shall empty into an approved receptacle or disposal system. It shall be the duty of the park operator to keep

such systems in good operating condition at all times so that they create neither a nuisance nor menace to health. Sewer connections in unoccupied units will be closed to prevent odors. No water or waste will be allowed to fall on the ground from a trailer coach.

§ 218-7 Rubbish disposal.

Each coach park shall be provided with substantial flytight metal garbage containers from which the contents shall be removed at least once each week by the park operators. Containers shall be kept in a sanitary condition and covers kept on at all times.

§ 218-8 Sanitary facilities.

- A. There shall be provided separate toilet rooms for each sex. Flush toilets provided with an adequate water supply shall be enclosed in separate compartments and be of standard construction and design and shall be provided for each sex in the ratio of one toilet for each 10 units or fraction thereof. As an alternate, each male toilet room may have one flush urinal and one flush toilet for each 20 park units or fraction thereof.
- B. Toilet rooms shall contain lavatories in the ratio of one lavatory to every two or less water closets.

§ 218-9 Records; inspections.

- A. Each operator of a coach park shall keep a record of all guests noting:
 - (1) The name and address of each occupant.
 - (2) The license numbers of all units.
 - (3) The state issuing such license.
 - (4) The date of departure of guests.
- B. The park shall keep the registry available for inspection at any time by any authorized person and shall not destroy such a registry before the expiration of 12 months from the date of registration.

§ 218-10 Revocation of license.

If, upon inspection by the Department of Public Safety, the Health Officer or his representative, it is found that the park is not being maintained in a clean and sanitary condition or is not being conducted in accordance with the provisions of this article, the Department of Public Safety may revoke the license subject to a hearing before the Health Officer.

§ 218-11 Penalties for offenses.

[Amended 4-4-1994 by L.L. No. 1-1994]

Every agent, engineer, builder, contractor, owner, tenant or other person who commences, takes part in or assists in any violation hereof or who constructs, maintains or uses any building, structure or premises by which any provision of this article is violated shall be guilty of a misdemeanor and shall be punishable as set forth in Chapter 1, General Provisions, Article III, of this Code for each violation thereof. Each day that a violation of this article is committed or is permitted to exist shall constitute a separate offense.

**Article II
Placement Within Tax Districts**

[Adopted as Ch. 121, Art. II, of the 1970 Code]

§ 218-12 Approval required.

[Amended 7-27-1981]

No person, firm or corporation shall occupy as a place or residence or business any automobile trailer or other type of mobile home in the Inside Tax District and that portion of the Outside Tax District for a period longer than two hours unless such automobile trailer or mobile home is located in a coach park approved by the Department of Public Safety.

§ 218-13 Definitions.

As used in this article, the following terms shall have the meanings indicated:

AUTOMOBILE TRAILER or MOBILE HOME

Any vehicle used or designed to be used for business, residence or sleeping quarters, arranged to be movable and propelled either by its own power or the power of another power-driven source or vehicle to which it may be attached.

COACH PARK

Any site, lot, field or tract of ground upon which five or more automobile trailers or mobile homes may be placed, except for sale, and shall include any building, tent, vehicle or enclosure used or intended to be used as part of the equipment of such park.

§ 218-14 Foundations.

Any automobile trailer or mobile home now located in this City and being used for business, residence or sleeping quarters must have its wheels removed and be placed on a permanent foundation and connected to the City sewer and water systems or connected with the sewer system or a septic tank and an approved water supply and comply in all respects with the requirements of the Building and Plumbing Codes of the City of Saratoga Springs within 60 days from the adoption of this article or must be removed from the premises where they are now located.

§ 218-15 Exemptions.

[Amended 5-19-2020]

The provisions of §§ **218-12** and **218-14** of this article shall not apply to a trailer used exclusively as a contractor's office, placed upon premises during the period of actual construction on said premises, nor to temporary dwellings used by farm workers, when such dwellings are placed on active farmland within a New York State established agricultural district. All such temporary dwellings shall remain subject to the authority of the Zoning and Building Inspector, or such other official as may be designated by the City for that purpose.

§ 218-16 Construal of provisions.

Nothing in this article contained shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred or any cause or causes of action accrued or existing under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired or affected by this article.

§ 218-17 Enforcement; penalties for offenses.

[Amended 7-27-1981]

- A. It shall be the duty of the Department of Public Safety to enforce the provisions of this article.
- B. Any person found guilty of violating any provision of this article shall be subject to the penalties set forth in Chapter **1**, General Provisions, Article **III**, of this Code. Every such violation shall constitute a separate offense and be punishable as such hereunder. **[Amended 4-4-1994 by L.L. No. 1-1994]**

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Chapter 228

Vessels and Waters

[HISTORY: Adopted by the City Council of the City of Saratoga Springs 5-18-1992. Amendments noted where applicable.]

Article I

Speed and Operation of Vessels

§ 228-1 **Intent.**

The provisions of this chapter are intended to regulate the speed and operation of vessels while being operated or driven upon any waters within the City of Saratoga Springs. This chapter is enacted in accordance with the provisions of § 46-a of the Navigation Law of the State of New York.

§ 228-2 **Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

VESSEL

Includes every description of a floating craft or other contrivance used on or capable of being used as a means of transportation in the water.

§ 228-3 **Speed and operation.**

[Amended 7-21-1998]

No vessel shall be operated on any part of the following described waterways located within the City of Saratoga Springs: beginning at a point on the western shore of Saratoga Lake, said point being more specifically described as North 1,113,157, East 661,414; thence northeasterly along the western shore of Saratoga Lake and Fish Creek to a point, said point being more specifically defined as North 1,114,630, East 663,580; thence southeasterly along an azimuth of 54°, 09 minutes, to a point, said point being more specifically defined as North 1,114,235, East 664,115; thence southwesterly along the center line of Saratoga Lake and Fish Creek to a point more specifically described as North 1,112,937, East 662,178; thence easterly along an azimuth of 73°, 54 minutes, to the point or place of beginning (all coordinates refer to the New York State Plane Coordinate System, East Zone), in a manner or at a speed that causes a wake that unreasonably interferes with or endangers a dock, pier, raft, float, vessel or other property or endangers the health, safety and welfare of any person, but in no event at a speed exceeding five miles per hour.

§ 228-4 **Exceptions.**

The provisions of § 228-3 above shall not apply to any of the following:

- A. An authorized agent of the federal, state or municipal government when operating a vessel while responding to an emergency situation. **[Amended 7-17-2001]**
- B. A vessel actually competing in a regatta or boat race authorized under § 34 of the Navigation Law of the State of New York.

§ 228-5 **Enforcement.**

Any person authorized to enforce the provisions of the Navigation Law may enforce the provisions of this chapter.

§ 228-6 Penalties for offenses.

Any person who operates a vessel in violation of this chapter shall be guilty of a violation punishable to the same extent as a violation of § 45 of the Navigation Law of the State of New York.

**Article II
Public Launching Facilities**

[Added 7-3-2007]

§ 228-7 Intent.

The intent of this article is to establish a basis for permitting and regulating activity on any facility established by the City of Saratoga Springs for use by the public to launch vessels. Nothing in this article is to be construed as superseding any provision of the Navigation Law of the State of New York.

§ 228-8 Definitions.

As used in this article, the following terms shall have the meanings indicated:

PUBLIC LAUNCHING FACILITY

Any facility established by the City of Saratoga Springs for use by individuals licensed by the City to launch vessels into a body of water.

RESIDENT OF THE CITY

Any individual who owns, or lawfully possesses for a period of three months or more, one or more residential dwelling units within the City.

§ 228-9 License required; application.

- A. No individual shall use any public launching facility without first obtaining a license therefor from the Commissioner of Accounts.
- B. An application for a license to use a public launching facility shall be filed in the Office of the Commissioner of Accounts. The application shall be signed by the applicant and shall contain the following information:
 - (1) The name, address, and telephone number of the applicant.
 - (2) The name, address, and telephone number of each person in the applicant's household who will be using the public launching facility.
 - (3) Satisfactory proof that the applicant is a resident of the City.
 - (4) Any other information deemed necessary by the Commissioner of Accounts for the reasonable review of the application.

§ 228-10 Issuance of license.

Upon review of the submitted application, and upon a finding that the applicant has provided all information required, the Commissioner of Accounts shall issue a license to the applicant. The Commissioner shall have authority to impose reasonable conditions on any license issued. The Commissioner shall also have authority to refuse to issue a license based upon a determination that the applicant has not satisfactorily met the requirements for same, or that the issuance of the license would adversely affect public health, safety, and welfare.

§ 228-11 Regulations for use.

Every licensee under this article shall comply with regulations established by the City Council and

incorporated as Addendum A of this article.

§ 228-12 Fees.

[Amended 9-17-2013]

Fees under this article shall be as established from time to time by [resolution of]-the City Council[.] for licensure under this code. A schedule of all such fees will be available for review in the Office of the City Clerk and on the City's webpage.

A. Payment of the applicable fee under this section shall be due upon filing or renewal of the application.

§ 228-13 Penalties for offenses.

Any persons who, by himself or herself or by an agent or employee, shall conduct any activity described in this article without a license, or who shall violate any of the provisions of this article, or who, having had a license revoked or suspended, shall continue to conduct any activity described in this article, shall, upon conviction, be subject to the penalties set forth in Chapter **1**, General Provisions, Article **III**, of the Code.

Attachments:

[228a Regs for Use](#)

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SECTION 1. Article I - III of Chapter 136 of the Code of the City of Saratoga Springs, entitled "Lodging, Eating and Drinking Establishments and Cabaret - is hereby amended to read (new material underlined, old material in brackets):

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 136

Lodging and Eating and Drinking Establishments

[HISTORY: Adopted by the City Council of the City of Saratoga Springs 4-20-2004; amended in its entirety 4-5-2012. Subsequent amendments noted where applicable.]

Article I

Lodging Establishments

§ 136-1 Definitions.

As used in this article, the following terms shall have the meanings indicated:

BED-AND-BREAKFAST

A private residential structure, either owner-occupied or under the supervision of a resident manager, in which rooms and meals are made available to lodgers for compensation and incidental to the residential use. Bed-and-breakfast establishments are classified as follows:

- A. Level 1: not more than five rooms, not more than 10 lodgers, food served only to lodgers.
- B. Level 2: more than five but not more than 10 rooms, not more than 20 lodgers, food served only to lodgers.

HOTEL/MOTEL

A public building or group of public buildings in which more than six rooms are made available to lodgers for compensation for any rental period, which has a lobby and a register, and that may offer food service for compensation to lodgers or to both lodgers and the public. Food service to the public shall require a food establishment license pursuant to Article **II** of this chapter.

INN

A private residential building in which more than 10 but not more than 25 rooms are made available to not more than 50 lodgers for compensation; food served only to lodgers.

ROOMING HOUSE

A single-family or two-family private residential structure, owner-occupied or under the supervision of a resident manager, in which rooms are made available to lodgers for compensation and in which food may also be provided to lodgers for compensation. Rooming houses shall provide lodging to people for a rental period of no less than 28 consecutive days. A rooming house may have a common kitchen facility available to lodgers but shall have no kitchen or dining facilities in any guestroom. Rooming houses are classified as follows:

- A. Neighborhood rooming house, as classified in Article **II**, Use Schedule, of the Zoning Ordinance, Level I: no more than four rooms.
- B. Corridor rooming house, as classified in Article **II**, Use Schedule, of the Zoning Ordinance, Level II:

more than four rooms but not more than 10 rooms.

§ 136-2 Lodging establishment permit required.

No person, corporation, firm or other entity shall engage in the business of operating a bed-and-breakfast, rooming house, inn, hotel or motel in the City of Saratoga Springs unless and until a lodging establishment permit for such an establishment has been obtained pursuant to this article.

§ 136-3 Construal of provisions.

- A. Nothing in this article shall be construed so as to supersede or limit any of the provisions of the New York State Building and Fire Codes, the New York Public Health Law and Sanitary Codes, the New York State Workers' Compensation Law, the Zoning Ordinance of the City of Saratoga Springs, or any law which imposes a tax of any kind upon any of the establishments described by this chapter. It shall be the responsibility of each applicant to determine if his or her lodging establishment is in compliance with all applicable laws.
- B. No license issued under this article shall be construed as granting authority for any event, celebration or other gathering, whether social or business related, that includes persons who are not lodgers at the lodging establishment, nor for any event defined as a "special event" under the Zoning Ordinance of the City or under Chapter 69 of the City Code.

§ 136-4 Application for permit.

An application for a lodging establishment permit shall be made in writing on forms provided by the Commissioner of Accounts and shall include the following information:

A. General information.

- (1) Name, address, and telephone number of the applicant(s).
- (2) Type of lodging establishment applied for and services provided to lodgers.
- (3) Location of the establishment by street address, with telephone number.
- (4) Name of the owner(s) of the property, address of the owner(s) and telephone number(s).
- (5) The locations, together with a narrative description, of all fire protection equipment to be used on the premises.
- (6) If applicable, the bars or other similar service locations where alcoholic beverages will be served in the establishment.

B. Insurance. **[Amended 11-5-2012; 2-5-2013]**

- (1) A certificate of insurance for commercial general liability insurance, including personal injury liability insurance, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the City of Saratoga Springs as an additional insured. The City shall be included as an additional insured on said insurance for the permit process.
- (2) Proof of New York State statutory workers' Compensation and employers' liability insurance for all employees, or a waiver of same as permitted by law.
- (3) (Reserved)
- (4) If the applicant will employ security guards, proof from the New York State Department of State, Division of Licensing Services, that the applicant complies with the requirements of the Article 7-A of

the General Business Law relative to the employment of security guards.

- C. A fully executed hold-harmless agreement, in a form satisfactory to the City, by which the applicant shall indemnify and save harmless the City and its agents and employees from and against all claims, damages, loss and expense (including but not limited to attorney's fees), arising out of or resulting from the licensed activity, sustained by any person or persons, provided that any such claims, 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 applicant, or the applicant's employees, agents or subcontractors.
- D. If the establishment will employ security guards:
 - (1) Proof of registration and licensure from the New York State Division of Criminal Justice Services that the applicant has a security guard license authorizing the applicant to employ security guards at the establishment.
 - (2) The locations of any fixed stations for security guards to be maintained at the establishment.
 - (3) A description of a distinctive identifying uniform, emblem or other identification to be worn on the person of all security guard personnel at all times when employed on the premises. All such identification must show the name of the establishment and must be in a form approved by the Department of Public Safety.
 - (4) Proof of New York State certification for all persons employed as security guards, to be submitted within five business days of the commencement of employment.
- E. Proof of all other certifications, licenses or authorizations required under New York State law or regulations.
- F. Any additional information reasonably necessary for the Commissioner of Accounts to review the application.
- G. The application shall also include a detailed set of plans which shall show:
 - (1) A floor plan indicating the location of all rooms, hallways, doors, windows, reception areas, kitchen facilities, bathroom facilities, and exits.
 - (2) The location of the structure relative to the parcel or parcels of land, and relative to adjacent streets, sidewalks, and public ways.
 - (3) The location of any on-site parking facilities.
 - (4) A narrative summary of all proposed uses on the premises.

§ 136-5 Application to be reviewed.

The application shall be submitted to the Commissioner of Accounts. Upon receipt, the Commissioner shall refer the application for the lodging establishment to the Building Department, the Office of Risk and Safety, and the Department of Public Safety for comments and recommendations. The Building Department and the Department of Public Safety shall have authority to impose such restrictions and/or modifications upon the application that will ensure compliance with all applicable laws and regulations of the State of New York and of the City of Saratoga Springs.

§ 136-6 Issuance of permit.

Upon the completion of all reviews by the Building Department, the Office of Risk and Safety, and the Department of Public Safety and upon determining that the provisions of this article have been complied

with, the Commissioner of Accounts shall have authority to issue a lodging establishment permit. The Commissioner shall also have authority to impose reasonable conditions in the public interest upon any lodging establishment permit issued. Any conditions imposed shall be plainly noted on or attached to the issued lodging establishment permit. Each lodging establishment permit shall indicate the name of the lodging establishment, the name of the applicant, the fee paid, the type of lodging establishment, the location of the lodging establishment, the expiration date of the lodging establishment permit, the date of issue, the signature of the Commissioner of Accounts, the date of fire inspection and the number of the health certificate issued to the lodging establishment.

§ 136-7 Fees.

[Fees for lodging establishment permits under this article shall be as follows:] Fees shall be established from time to time by the City Council for the licensure of lodging establishments. A schedule of all such fees will be available for review in the Office of the City Clerk and on the City's webpage.

A. Payment of the applicable fee under tis section shall be due upon filing or renewal of the lodging annual license.

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Lodging Establishments, All Categories

Number of Rooms	<u>See City Fee Schedule</u>
5 or fewer	[\$25]
6 to 10	[\$50]
11 to 25	[\$75]
26 to 100	[\$100]
100 or above	[\$150]

§ 136-8 Record of lodgers.

Each holder of a lodging establishment permit under Article I of this chapter shall keep an accurate record of the names and addresses of lodgers who occupy rooms in the lodging establishment. This record shall also identify which rooms in the establishment were occupied each day or part thereof and how many persons occupied each room.

§ 136-9 (Reserved)

Article II

Eating and Drinking Establishments

§ 136-10 Definitions.

As used in this article, the following terms shall have the meanings indicated:

EATING AND DRINKING ESTABLISHMENT

- A. Any establishment where food and/or drink or ingredients are mixed, combined, cooked or otherwise prepared and then served or made available, for a charge, to persons.
- B. Exclusions. The following activities shall be excluded from the definition of "eating and drinking establishment" in Subsection A above:

- (1) Any food service that is not subject to regulation and permit from the State of New York.
- (2) Service of food prepared and served or made available by a caterer pursuant to regulations of the Department of Health.
- (3) Service of food by a church, fraternal or membership organization or other similar not-for-profit organization, provided such food service is done only on an occasional basis.
- (4) Service of food by a school or by an establishment that provides medical care and/or treatment.

§ 136-11 Eating and drinking establishment permit required.

No person, corporation, firm or other entity shall engage in the business of operating an eating and drinking establishment in the City of Saratoga Springs unless and until an eating and drinking establishment permit has been obtained pursuant to this article.

§ 136-12 Application for permit.

An application for an eating and drinking establishment permit shall be made in writing on forms provided by the Commissioner of Accounts and shall include the following information:

A. General information.

- (1) Name, address, and telephone number of the applicant(s).
- (2) Type of eating and drinking establishment applied for and services provided to customers.
- (3) Location of the establishment by street address, with telephone number.
- (4) Name of the owner(s) of the property, address of the owner(s) and telephone number(s).
- (5) The locations, together with a narrative description, of all fire protection equipment to be used on the premises.
- (6) If applicable, the bars or other similar service locations where alcoholic beverages will be served in the establishment.

B. Insurance. [Amended 11-5-2012; 2-5-2013]

- (1) A certificate of insurance for commercial general liability insurance, including personal injury liability insurance, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the City of Saratoga Springs as an additional insured. The City shall be included as an additional insured on said insurance for the permit process.
- (2) Proof of New York State statutory workers' compensation and employers' liability insurance for all employees, or a waiver of same as permitted by law.
- (3) (Reserved)
- (4) If the applicant will employ security guards, proof from the New York State Department of State, Division of Licensing Services, that the applicant complies with the requirements of the Article 7-A of the General Business Law relative to the employment of security guards.

C. A fully executed hold-harmless agreement, in a form satisfactory to the City, by which the applicant shall indemnify and save harmless the City and its agents and employees from and against all claims, damages, loss and expense (including but not limited to attorney's fees), arising out of or resulting from the licensed activity, sustained by any person or persons, provided that any such claims, 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 applicant, or the applicant's employees, agents or subcontractors.

D. If the establishment will employ security guards:

- (1) Proof of registration and licensure from the New York State [Division of Criminal Justice Services][Department of State Division of Licensing] that the applicant has a security guard license authorizing the applicant to employ security guards at the establishment.
- (2) The locations of any fixed stations for security guards to be maintained at the establishment.
- (3) A description of a distinctive identifying uniform, emblem or other identification to be worn on the person of all security guard personnel at all times when employed on the premises. All such identification must show the name of the establishment and must be in a form approved by the Department of Public Safety.
- (4) Proof of New York State certification for all persons employed as security guards, to be submitted within five business days of the commencement of employment.

E. Proof of all other certifications, licenses or authorizations required under New York State law or regulations.

F. Any additional information reasonably necessary for the Commissioner of Accounts to review the application.

G. The application shall also include a detailed set of plans which shall show:

- (1) A floor plan indicating the location of all rooms, hallways, doors, windows, reception areas, kitchen facilities, bathroom facilities, and exits.
- (2) The location of the structure relative to the parcel or parcels of land, and relative to adjacent streets, sidewalks, and public ways.
- (3) The location of any on-site parking facilities.
- (4) A narrative summary of all proposed uses on the premises.

§ 136-13 Application to be reviewed.

The application shall be submitted to the Commissioner of Accounts. Upon receipt, the Commissioner shall refer the eating and drinking establishment application to the Building Department, the Office of Risk and Safety, and the Department of Public Safety for comments and recommendations. The Building Department and the Department of Public Safety shall have authority to impose such restrictions or modifications upon the eating and drinking establishment application that will ensure compliance with all applicable laws and regulations of the State of New York and of the City of Saratoga Springs.

§ 136-14 Issuance of permit.

Upon the completion of all reviews by the Building Department, the Office of Risk and Safety, and the Department of Public Safety and upon determining that the provisions of this article have been complied with, the Commissioner of Accounts shall have authority to issue an eating and drinking establishment permit. The Commissioner shall also have authority to impose reasonable conditions in the public interest upon any eating and drinking establishment permit issued. Any conditions imposed shall be plainly noted on or attached to the issued eating and drinking establishment permit. Each eating and drinking establishment permit shall indicate the name of the eating and drinking establishment, the name of the applicant, the fee

paid, the type of the eating and drinking establishment, the location of the eating and drinking establishment, the expiration date of the eating and drinking establishment permit, the date of issue, the signature of the Commissioner of Accounts, the date of fire inspection and the number of the health certificate issued to the eating and drinking establishment.

§ 136-15 Fees.

[Fees for permits under this article shall be as follows:] Fees shall be established from time to time by the City Council for the initial and subsequent registration of eating & drinking establishments. A schedule of all such fees will be available for review in the office of the City Clerk and on the City's webpage.

A. ——— [Eating and drinking establishment: \$100.] Payment of the applicable fee under this section shall be due upon filing or renewal of the Chapter 136 application.

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§ 136-16 Regulations for eating and drinking establishments.

An eating and drinking establishment authorized and operated pursuant to this chapter shall:

- A. If applicable, prominently display at all times all licenses and authorization issued by the New York State Liquor Authority for the dispensing and sale of alcoholic beverages.
- B. If applicable, prominently display its license from the New York State [Division of Criminal Justice Services] Department of State Division of Licensing for the employment of security guards on the premises.
- C. Prominently display at all times all licenses and authorizations issued by the New York State Department of Health for the service of food and drink.

Article III Cabarets

§ 136-17 Definitions.

As used in this article, the following terms shall have the meanings indicated:

CABARET

- A. Any room, place or space wherein musical entertainment, singing, dancing or other form of amusement or entertainment is presented.
- B. Exclusions. The following activities shall be excluded from the definition of "cabaret" above:
 - (1) A church, fraternal or membership organization or other similar not-for-profit organization, provided such cabaret is done only on an occasional basis.
 - (2) An establishment that provides medical care and/or treatment.

§ 136-18 Cabaret permit required.

No person, corporation, firm or other entity shall engage in the business of operating a cabaret unless and until a cabaret permit has been obtained pursuant to this article.

§ 136-19 Application for permit.

An application for a cabaret permit shall be made in writing on forms provided by the Commissioner of Accounts and shall include the following information:

- A. General information.

- (1) Name, address, and telephone number of the applicant(s).
- (2) Type of cabaret applied for and services provided to customers.
- (3) Location of the establishment by street address, with telephone number.
- (4) Name of the owner(s) of the property, address of the owner(s) and telephone number(s).
- (5) The locations, together with a narrative description, of all fire protection equipment to be used on the premises.
- (6) If applicable, the bars or other similar service locations where alcoholic beverages will be served in the establishment.

B. Insurance. **[Amended 11-5-2012; 2-5-2013]**

- (1) A certificate of insurance for commercial general liability insurance, including personal injury liability insurance, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the City of Saratoga Springs as an additional insured. The City shall be included as an additional insured on said insurance for the permit process.
- (2) Proof of New York State S-[s]tatutory W[w]orkers' Compensation and employers' liability insurance for all employees, or a waiver of same as permitted by law.
- (3) (Reserved)
- (4) If the applicant will employ security guards, proof from the New York State Department of State, Division of Licensing Services, that the applicant complies with the requirements of the Article 7-A of the General Business Law relative to the employment of security guards.

C. A fully executed hold harmless agreement, in a form satisfactory to the City, by which the applicant shall indemnify and save harmless the City and its agents and employees from and against all claims, damages, loss and expense (including but not limited to attorney's fees), arising out of or resulting from the licensed activity, sustained by any person or persons, provided that any such claims, 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 applicant, or the applicant's employees, agents or subcontractors.

D. If the establishment will employ security guards:

- (1) Proof of registration and licensure from the New York State [Division of Criminal Justice Services]Department of State Division of Licensing that the applicant has a security guard license authorizing the applicant to employ security guards at the establishment.
- (2) The locations of any fixed stations for security guards to be maintained at the establishment.
- (3) A description of a distinctive identifying uniform, emblem or other identification to be worn on the person of all security guard personnel at all times when employed on the premises. All such identification must show the name of the establishment and must be in a form approved by the Department of Public Safety.
- (4) Proof of New York State certification for all persons employed as security guards, to be submitted within five business days of the commencement of employment.

E. Proof of all other certifications, licenses or authorizations required under New York State law or

regulations.

- F. Any additional information reasonably necessary for the Commissioner of Accounts to review the application.
- G. The application shall also include a detailed set of plans which shall show:
 - (1) A floor plan indicating the location of all rooms, hallways, doors, windows, reception areas, kitchen facilities, bathroom facilities, and exits.
 - (2) The location of the structure relative to the parcel or parcels of land, and relative to adjacent streets, sidewalks, and public ways.
 - (3) The location of any on-site parking facilities.
 - (4) A narrative summary of all proposed uses on the premises.

§ 136-20 Regulations for cabarets.

A cabaret authorized and operated pursuant to this chapter shall:

- A. If applicable, prominently display at all times all licenses and authorization issued by the New York State Liquor Authority for the dispensing and sale of alcoholic beverages.
- B. If applicable, prominently display its license from the [\[New York State Division of Criminal Justice Services\]](#)[\[NYS Department of State Division of Licensing\]](#) for the employment of security guards on the premises.
- C. Prominently display at all times all licenses and authorizations issued by the New York State Department of Health for the service of food and drink.

§ 136-21 Application to be reviewed.

The application for a cabaret permit shall be submitted to the Commissioner of Accounts. Upon receipt, the Commissioner shall refer the application to the Building Department, the Office of Risk and Safety, and the Department of Public Safety for comments and recommendations. The Building Department and the Department of Public Safety shall have authority to impose such restrictions and/or modifications upon the application that will ensure compliance with all applicable laws and regulations of the State of New York and of the City of Saratoga Springs.

§ 136-22 Issuance of permit.

Upon the completion of all reviews by the Building Department, the Office of Risk and Safety, and the Department of Public Safety and upon determining that the provisions of this article have been complied with, the Commissioner of Accounts shall have authority to issue a cabaret permit. The Commissioner shall also have authority to impose reasonable conditions in the public interest upon any cabaret permit issued. Any conditions imposed shall be plainly noted on or attached to the issued cabaret permit. Each cabaret permit shall indicate: the name of the establishment, the name of the applicant, the fee paid, the type of establishment, the location of the establishment, the expiration date of the permit, the date of issue, the signature of the Commissioner of Accounts, the date of fire inspection, and the number of the health certificate issued to the establishment.

§ 136-23 Fees.

[\[Fees for permits under this article shall be as follows:\]](#)

- A. [\[Cabaret, all: \\$150.\] Fees shall be established from time to time by the City Council for the initial and subsequent registration of eating & drinking establishments with cabaret. A schedule of all](#)

such fees will be available for review in the office of the City Clerk and on the City's webpage.

B. Payment of the applicable fee under this section shall be due upon filing or renewal of the Chapter 136 application.

Article IV Sidewalk Cafes

§ 136-24 Definitions.

For purposes of this article, the term "sidewalk cafe" shall mean any service of food and/or drink operated, in whole or in part, on a sidewalk or other public property of the City of Saratoga Springs. The regulations in this article shall be in addition to and not in limitation of other regulations in this chapter.

§ 136-25 Sidewalk cafe permit required.

Any person, firm or corporation may operate a sidewalk cafe (hereinafter called "cafe") within the City of Saratoga Springs on any sidewalk within the public right-of-way adjacent to the applicant's place of business upon obtaining a sidewalk cafe permit from the Commissioner of Accounts [(hereinafter called "Commissioner")] of the City of Saratoga Springs.

§ 136-26 Application for permit; fee.

Each applicant for a sidewalk cafe permit under this article shall submit [four] a [copies] rendering of the plans for a sidewalk cafe to the Commissioner of Accounts, together with a nonrefundable fee of \$15. Such plans shall show:

- A. Has met all the application requirements for an eating and drinking establishment license.
- B. Has obtained the approval of the Building Inspector for any railing, flooring or other support or enclosure used in the assembly, operation or enclosure of the sidewalk café. No such railing, flooring or other support or enclosure shall be considered an erection of, an addition to, or a structural alteration of a building or structure unless such railing, flooring, or other support or enclosure is permanently attached to such building or structure. [Amended 9-4-2012 by L.L. No. 2-2012]
- C. For sidewalk cafes that did not have a valid sidewalk café permit on or before July 1, 1992, beginning on January 1, 1993, has obtained the approval of the Design Review Commission (DRC) if the sidewalk café is located in the public right-of-way within any area designated in § 240-7.5.12 (Architectural review districts). The DRC shall use the review criteria for such plans relating to a sidewalk cafe's specific location, size and structure for its compatibility of scale, design and material as set forth in either § 240-7.4 or 240-7.5, whichever is applicable. The DRC shall only have advisory review over colors used for the sidewalk café. Any alteration in the plans for a sidewalk café requires approval from the DRC. Once approval is granted by the DRC, the approved plans are valid and do not require annual approval. The DRC shall only review applications which have the written approval from the Departments of Public Works and Public Safety and the Building Department as specified in § 136-26. Unless this chapter is amended in the future, all sidewalk café structures that have a valid sidewalk café permit on or before July 1, 1992, shall not be subject to the approval of the DRC, except that all modifications to such structures shall be subject to the approval of the DRC. [Amended 9-4-2012 by L.L. No. 2-2012]
- D. For sidewalk cafes that did not have a valid sidewalk cafe permit on or before July 1, 1992, beginning on January 1, 1993, that the applicant has obtained the approval of the Design Review Commission (DRC) if the sidewalk cafe is located in the public right-of-way within any area designated in § 240-7.20 (City landmark or historic districts) or § 240-8.14 (Architectural review districts). The DRC shall

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Chapter 101A

Dog Licensing

[HISTORY: Adopted by the City Council of the City of Saratoga Springs 12-7-2010 by L.L. No. 5-2010. Amendments noted where applicable.]

GENERAL REFERENCES

Dogs and other animals — See Ch. **101**.

§ 101A-1 **Purpose.**

The purpose of this chapter is to provide for the licensing and identification of dogs in the City of Saratoga Springs.

§ 101A-2 **Application.**

- A. This chapter shall apply to all dogs in all areas of the City of Saratoga Springs, except those specifically exempted in this section.
- B. Any dog harbored within the City of Saratoga Springs which is owned by a resident of New York City or licensed by the City of New York, or which is owned by a nonresident of New York State and licensed by a jurisdiction outside the State of New York, shall for a period of 30 days after said dog's arrival to the City of Saratoga Springs be exempt from the provisions of this chapter.
- C. This chapter shall not apply to any dog that is under the age of four months and that is not at large.
- D. This chapter shall not apply to any dog that is confined in a pound or shelter maintained by or under contract or agreement with the state or any City, county, town or village, or duly incorporated society for the prevention of cruelty to animals, duly incorporated humane society or duly incorporated dog protective association.
- E. This chapter shall not apply to any dog confined to a facility devoted to the treatment of sick animals, or to any dog confined for the purposes of research to the premises of a college or educational or research institution, or to any dog confined to the premises of any person or legal entity engaged in the business of breeding or raising dogs for profit and licensed as a Class A dealer under the Federal Laboratory Animal Welfare Act.
- F. The provisions in § **101A-6** relative to identification of dogs shall not apply to any dog while it is being presented in a dog show or similar public exhibition.

§ 101A-3 **Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

AT LARGE

Being unaccompanied in a public place or on private property without the consent of the property's owner.

DOG

Any member of the species *Canis familiaris*.

DOG CONTROL OFFICER

Any person authorized by the City of Saratoga Springs to assist in the enforcement of this chapter.

GUIDE DOG

Any dog that is trained or in the process of being trained to aid a person who is blind and is used for that purpose.

HEARING DOG

Any dog trained or in the process of being trained to aid a person with a hearing impairment and is used for that purpose.

IDENTIFICATION TAG

A tag issued by the City of Saratoga Springs which sets forth an identification number, together with the name of the City, the State of New York, contact information, including telephone number for the City, and such other information as the City may deem appropriate.

OWNER

Any person or legal entity that harbors or keeps any dog, or is entitled to claim lawful possession of any dog.

OWNER OF RECORD

The person in whose name the dog was last licensed in the City of Saratoga Springs, except that if any license is issued on the application of a person under 18 years of age, the owner of record shall be deemed to be the parent or guardian of that person. If it cannot be determined in whose name any dog was last licensed, or if the owner of record has filed a change of ownership statement under § **101A-7** of this chapter, the owner shall be deemed to be the owner of record, except that if the owner is under 18 years of age, the owner of record shall be deemed to be the parent or guardian of that person.

PERSON

Any individual or legal entity.

POLICE WORK DOG

Any dog harbored and utilized by a federal, state or municipal law enforcement agency.

SERVICE DOG

Any dog that is trained or is in the process of being trained to aid a person with a disability, provided that dog will be owned by such person or that person's parent, guardian, or other legal representative.

THERAPY DOG

Any dog that is trained or in the process of being trained to aid the emotional and physical health of patients and is used for that purpose.

WAR DOG

Any dog that has been honorably discharged from the United States Armed Forces.

WORKING SEARCH DOG

Any dog trained to aid in the search of missing persons and is used for that purpose.

§ 101A-4 Licensing of dogs.

- A. All dogs four months of age or older, unless otherwise exempted, shall be licensed. Application for a license shall be made to the City Clerk on forms authorized by the City Clerk.

- B. The owner of the dog shall complete and return the application together with the application fee, any applicable surcharges and any additional fees as may be required by this chapter.
- C. Licenses shall be valid for one year. Each license shall expire on the last day of the month one year from the month the license was issued. Licenses shall not be transferable.
- D. Each license application shall be accompanied either by proof that the dog has been vaccinated against rabies, or, in lieu thereof, by a statement signed by a licensed veterinarian that such vaccination would endanger the dog's life.
- E. Application may be made for a purebred license on forms provided by the City for that purpose.

§ 101A-5 License fees.

The license fee for each dog license issued pursuant to this chapter shall be [:]established from ime to time by the City Council. A schedule of all such fees will be available for review in the Office of he City Clerk and on the City's webpage.

- A. [Three dollars for each spayed or neutered dog and \$12] Fees shall be established for each unspayed or unneutered dog, except that this fee shall not be required for any guide dog, working search dog, war dog, hearing dog, police work dog or therapy dog, and any license so exempt from this fee shall be conspicuously marked. Any owner providing satisfactory proof that he or she is over the age of 65 years shall not be required to pay this fee.
- B. [Forty dollars] Purebred dog fee for each purebred license for up to 10 dogs.
- C. In addition to any other fees imposed by this section, there shall be an additional surcharge of \$1 for each altered dog and \$3 for each unaltered dog. Such surcharges shall be remitted to the Department of Agriculture and Markets for deposit in the state animal population control fund under § 117-a of the Agriculture and Markets Law.
- D. [Three dollars] Fee for each identification tag issued as a replacement for a lost tag.

E. Payment of the applicable fee under this section shall be due upon filing or renewal of the application.

§ 101A-6 Identification of dogs.

- A. Each dog licensed pursuant to this chapter shall be assigned, at the time the dog is first licensed, a City identification number. Such identification number shall be carried by the dog on an identification tag which shall be affixed to a collar on the dog at all times.
- B. No identification tag shall be affixed to the collar of any dog other than the dog to which it has been assigned.
- C. The holder of a purebred license shall affix a tag bearing the number of the purebred license to the collar of each dog harbored pursuant to the purebred license. Such tags shall be affixed only to the collar of a dog owned by the holder of a purebred license and harbored on that person's premises. Such tags may be removed while a dog is participating in a dog show or similar public exhibition.

§ 101A-7 Change of ownership; lost or stolen dog.

- A. In the event of a change in the ownership of any dog licensed under this chapter, or in the change in the address of the owner of record of any such dog, the owner of record shall, within 10 days of the change, file with the City Clerk a written report of the change. The owner of record shall remain liable for any violation of this chapter until the report has been filed or until the dog is licensed in the name of the new owner.

- B. If any licensed dog is lost or stolen, the owner of record shall, within 10 days of the discovery of the loss or theft, file with the City Clerk a written report of the loss or theft. The owner of record shall not be liable for any violation of this chapter committed after the report is filed.
- C. In the event of a licensed dog's death, the owner of record shall notify the City Clerk prior to the time for renewal of licensure.

§ 101A-8 Enforcement; authority of Dog Control Officer.

- A. There shall be one or more dog control officers designated to assist with the enforcement of this chapter.
- B. Every designated Dog Control Officer, and any police officer, shall have the authority to issue appearance tickets pursuant to § 150.20 of the Criminal Procedure Law for violations of this chapter, to serve a summons and to serve and execute any other order or process, including but not limited to appearance tickets, uniform appearance tickets, and simplified information in furtherance of the provisions of this chapter.
- C. Any dog control officer or police officer, when acting pursuant to this chapter, shall make and maintain a complete record of any seizure and subsequent disposition of any dog. Such record shall include, but not be limited to, a description of the dog, the day and hour of seizure, the identification number of the dog, if any, the location where seized, the reason for the seizure, and the owner's name and address, if known.

§ 101A-9 Pound or shelter for dogs.

The City of Saratoga Springs shall have authority at any time to establish a pound or shelter for dogs, or, in lieu of establishing and maintaining such a pound or shelter, the City shall have authority to contract for pound or shelter services from time to time with any other municipality or any humane society or like organization, or to establish a pound or shelter jointly with any other municipality or appropriate organization.

§ 101A-10 Seizure of unlicensed dogs.

- A. Any dog control officer or police officer, when acting pursuant to this section, shall have authority to seize:
 - (1) Any dog that has no identification tag and that is not on the owner's premises.
 - (2) Any dog that is not licensed, whether on or off the owner's premises.
- B. Each dog seized pursuant to this chapter shall be properly sheltered, fed and watered for the redemption period as herein provided.
- C. A seized dog may be redeemed by its owner if the owner produces proof of licensing and identification and pays the impoundment fees required by § 117 of the Agriculture and Markets Law (no longer a cap on these fees — City can decide what to charge).
- D. Any seized dog that remains unredeemed by its owner at the end of the statutory redemption period shall be made available for adoption or euthanized as per the provisions of § 117 of the Agriculture and Markets Law.

§ 101A-11 Penalties for offenses.

- A. It shall be a violation of this section for:
 - (1) Any owner to fail to license any dog.
 - (2) Any owner to fail to have any dog identified as required by this chapter.

- (3) Any person to knowingly affix to any dog any false or improper identification tag.
- (4) Any person to knowingly furnish false or misleading information on any application form or other form required by this chapter.
- (5) Any owner to fail to notify the City of any change of ownership or address as required by this chapter.
- B. Any dog control officer or police officer shall have authority to bring an action against any person or legal entity that has committed a violation of this chapter.
- C. Violations of this chapter shall be punishable by a fine of not less than \$25, except that where the person or entity is found to have previously violated this chapter within the preceding five years, the fine shall be not less than \$50, and where the person or entity is found to have previously violated this chapter twice or more within the preceding five years, the fine shall be not less than \$100.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 151

Parades

[HISTORY: Adopted by the City Council of the City of Saratoga Springs 12-20-2005. Amendments noted where applicable.]

GENERAL REFERENCES

Alcoholic beverages — See Ch. **61**.

Demonstrations — See Ch. **98**.

Entertainment — See Ch. **109**.

Noise — See Ch. **148**.

Peace and good order — See Ch. **162**.

Special events — See Ch. **199A**.

Streets and sidewalks — See Ch. **203**.

Vehicles and traffic — See Ch. **225**.

Article I

General Provisions

It shall be lawful, as defined in this chapter, for any person, firm, corporation or other legal entity to hold or cause to be held a parade by first obtaining a parade permit from the Commissioner of Accounts.

§ 151-1 Definitions; compliance with other provisions.

- A. A "parade" is any procession of any kind in a public place in the City of Saratoga Springs that is intended to attract public attention and that does not comply with normal traffic regulations and control.
- B. Any person, corporation, partnership or other entity applying for a permit under this chapter must comply with Chapter **61** of the City Code entitled "Alcoholic Beverages."
- C. Any person, corporation, partnership or other entity applying for a permit under this chapter must comply with Chapter **148** of the City Code entitled "Noise."
- D. The following definitions shall apply to this chapter:

BANNER

Any sign, as defined herein, hung above a street, from a building, bridge structure or a vehicle or towed by a vehicle, including but not limited to an aircraft, watercraft or trailer.

CITY

The City of Saratoga Springs, New York.

CITY CLERK

The City Clerk of the City of Saratoga Springs, New York.

PERSON

Any person, firm, partnership, association, corporation, company or organization of any kind.

PUBLIC PLACE

Any place to which the public has unrestricted access, but "public place" shall not mean the interior floor space of any building or any space covered by part of a building's permanent roof.

SIGNS

Any display of words, symbols or other visual images made of cloth, paper, plastic, card board or other material or any combination of such display.

SPECIAL EVENT

An event, occasion or celebration open to the public and held in or upon any public right-of-way, public street, public park or other public place or conducted in such a manner as to significantly impede public access to any public right-of-way, public street, public park or other public place.

§ 151-2 Applicability.

This chapter shall not apply to:

- A. Funeral processions.
- B. Wedding processions.
- C. Students going to and from school or classes or participating in educational activities, provided that such conduct is under the immediate supervision and direction of the proper school authorities. This exception does not apply to parades organized by a school or anybody thereof more than 24 hours prior to its occurrence.
- D. A governmental agency acting within the scope of its functions.

§ 151-3 Prohibited items or activities.

A. The following items or activities are prohibited:

- (1) Alcoholic beverages. Alcoholic beverages in any open container cannot be carried or possessed by participants of the parade.
- (2) Explosives, fireworks or pyrotechnics. No person shall carry or possess any kind or mixture of explosives, fireworks or pyrotechnics.
- (3) Facial coverings. Facial coverings, regardless of the material of which they are made, are not permitted to cover the face from the chin area to the forehead.
- (4) Fencing material. Materials commonly used for fencing on property, or a safety zone including barricades and which could be used to obstruct governmental administration shall not be carried or possessed during a parade unless placed at a parade site by governmental agencies to control parade participants and continue to allow free access to sidewalks and other public places as allowed by statute, law, code or ordinance.

- (5) Flammable or combustible liquids or gases. Flammable or combustible liquids, compressed gases or gases cannot be carried or possessed.
- (6) Gas masks. Gas masks or similar devices designed to filter air breathed and protect the respiratory tract and face against the irritating, noxious or poisonous gases cannot be carried, possessed or worn.
- (7) Injury, physical. The conduct of the special event is not reasonably likely to be cause physical injury to persons or property.
- (8) Interference with emergency services. The special event will not unduly interfere with property, fire and police protection or emergency services to contiguous areas of such assembly areas.
- (9) Obscene material. No person shall display, carry or possess any obscene material as defined by § 235.20 of the NYS Penal Law.
- (10) Noxious materials. No person shall use, carry or possess any noxious material of any kind or strength while participating in a parade.
- (11) Plastic or metal pipe. It is unlawful to carry or possess any length of plastic pipe more than 1/4 inch thick. Any metal pipe, metal angle iron, box steel, flat steel or similar plastic material is not permitted.
- (12) Projectile launchers. Projectile launchers or other devices commonly used for the purpose of launching, hurling, or throwing any object, liquid, material or substance cannot be carried or possessed.
- (13) Sidewalks (blocking). No person or group of persons shall block any lawful use of a public sidewalk or any ingress to or egress from any building by standing within 15 feet of said doorway or entrance or any driveway to any building.
- (14) Signs. No sign or combination of signs shall render impassable any public way or any ingress to or egress from any public way, or render passage to, from or across a public way unreasonably difficult or hazardous. Posters, plaques or notices mounted on a support or hand held, constructed solely of cloth, paper, plastic or cardboard material no greater than 1/4 inch thick are permitted. Signs must be of such size and construction as to be safely carried and displayed.
- (15) Splinter groups. No person or small group is permitted to break off the main group to stage smaller parade or picketing unless a new and separate permit is first obtained.
- (16) Strong acid or base chemicals in solid, liquid or gas. No persons shall use, carry or possess any acidic or basic chemical regardless of its physical state.
- (17) Traffic (blocking). No person shall block or otherwise interfere with highway, road or rail traffic to include ingress to or egress from a building or onto property.
- (18) Wood or wood products. No person shall carry or possess any length of lumber, wood or wood lath unless the wood object is blunted at both ends, is 1/4 inch or less in thickness and two inches or less in width or, if not generally rectangular in shape, does not exceed 3/4 inch at its thickest.

§ 151-4 Restricted use items or activities.

A. The following items or activities have restricted use:

- (1) Flyovers. Flyovers and aircraft trailing banners are not permitted unless requested for in the permit application in advance. A copy of the FAA authorization permit is required to be filed with the permit application.
- (2) Firearms. Firearm use or carry, real or replica, whether for ceremonial use as in a color guard or not,

must be approved by the Police Department.

- (3) Sound-producing or amplifying devices. The use of any sound-producing or amplifying devices is permitted if the sound is so as not to be heard at 250 feet and beyond the parade. The use of said equipment must also comply with restrictions and limitations contained in Chapter **148** of the City Code entitled "Noise."
- (4) Electricity. Electrical connections are not publicly available from the City. The use of an electric generator is prohibited. Electrical connections from private property are permitted, provided such connections shall have been inspected by a certified Electrical Inspector as to safety and compliance with the National Electrical Code. A copy of the inspection shall be filed with the Commissioner of Accounts prior to said use.

Article II Permits

§ 151-5 **Application.**

- A. Applications for such permit shall be made to the Commissioner of Accounts on the forms provided by the Commissioner.
- B. Filing period. An application for a parade permit shall be filed with the Commissioner of Accounts not less than 30 days before the date on which it is proposed to conduct the parade.
- C. For any event that will attract 5,000 or more persons the applicant must obtain a permit from the NYS Department of Health and include it with the application. A safety plan, as required by the Department of State, must also be included with the application.

§ 151-6 **Fees.**

- A. ~~A.~~ There shall be no fee for any fraternal, civic, veterans and school organizations, or other organizations or entities that the Commissioner of Accounts determines to be in the public interest.
- B. [All other persons: \$50.] Fees shall be established from time to time by the City Council for the licensure of auctions. A schedule of all such fees will be available for review in the Office of the City Clerk and on the City's webpage.
- C. Payment of the applicable fee under this section shall be due upon filing or renewal of the application.

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§ 151-7 **Responsibility for cleanup.**

The Commissioner of Public Works shall have the authority, in situations where he determines that the proposed parade is of such magnitude or character that it will generate an excessive or extraordinary amount of debris upon the public ways, to require an agreement from the applicant stating that the applicant shall be responsible for the costs of cleanup of the public ways after the parade. The Commissioner of Public Works may enter into any agreement with the applicant as may be necessary.

§ 151-8 **Insurance.**

The applicant shall provide proof of insurance to the Commissioner of Accounts as follows:

- A. Proof of commercial general liability insurance, including completed products and operations and personal injury liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be included as an additional insured on said insurance.
- B. In the event a motorized vehicle shall be utilized in the permitted event, commercial automobile liability in the combined single limit of \$1,000,000 shall be required for all non-owned, hired and/or owned vehicles. The City shall be included as an additional insured on said insurance.

- C. Proof of statutory workers' compensation and employer's liability insurance for all employees participating in the event.
- D. A fully executed hold harmless agreement, in a form satisfactory to the City, by which the applicant shall indemnify and save harmless the City and its agents and employees from and against all claims, damages, loss and expense (including but not limited to attorney's fees) arising out of or resulting from the licensed activity, sustained by any person or persons, provided that any such claims, 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 or negligent act or omission of the applicant, or the applicant's employees, agents, or subcontractors.

§ 151-9 Issuance.

If the Commissioner of Accounts finds that all applicable provisions of this chapter have been complied with or will be complied with by the applicant, a permit shall be issued to hold a parade conditional upon such reasonable limitations and requirements as may be deemed necessary for the protection of the public health, safety and welfare.

§ 151-10 Standards for issuance.

The Commissioner of Accounts shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, it is found that:

- A. The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route.
- B. The conduct of the parade will not require the diversion of so great a number of police officers of the City to properly manage the line of movement and the areas contiguous thereto as to prevent normal police protection to the rest of the City.
- C. The conduct of such parade will not require the diversion of so great a number of emergency services to portions of the City other than that occupied by the proposed line of march and areas contiguous thereto.
- D. The conduct of the parade is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance.
- E. The issuance of a parade permit under this chapter shall not be construed as granting authorization to conduct activities defined as "demonstration" in Chapter 69 or "special events" in Chapter 98 of the Code of the City of Saratoga Springs.

§ 151-11 Interference with parade; parking on route.

- A. Driving through parades. Except in emergencies, no driver of a vehicle shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade, unless directed to do so by a police officer.
- B. Parking on the parade route. The Commissioner of Public Safety shall have the power and authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of a route of a parade. The Commissioner of Public Safety shall have posted signs to the effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this chapter.

§ 151-12 Change of permit.

The City shall be empowered to change the date, time or parade route should such a change be in the best interest of the public health, safety or welfare. If the applicant refuses to accept such changes and chooses to cancel the parade, all fees paid by the applicant shall be refunded.

§ 151-13 Notice to officials.

Immediately upon the application for a parade permit, the Commissioner of Accounts shall send a copy of the parade permit application to the following:

- A. Mayor.
- B. Commissioner of Accounts.
- C. Commissioner of Public Safety.
- D. Fire Chief.
- E. Commissioner of Finance.
- F. Commissioner of Public Works.
- G. Police Chief.
- H. Risk and Safety [Manager].

§ 151-14 Contents of permit.

The parade permit shall state the following information:

- A. The starting and ending times.
- B. The portions of the streets to be traversed that may be occupied by the parade.
- C. The maximum length of the parade in miles or fractions thereof.
- D. The name of the responsible party and telephone number.
- E. Such other information as the Commissioner of Accounts may find necessary to the enforcement of this chapter.

§ 151-15 Duties of permit holder.

- A. The permit holder hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.
- B. Possession of permit. The parade chairperson or the person heading or leading such activity shall carry the parade permit upon his/her person during the conduct of such parade.

§ 151-16 Revocation of permit.

The Commissioner of Accounts shall have the authority to revoke a parade permit for violation of any of the provisions of this chapter. Notice of such revocation and the reason or reasons therefor shall be served upon the person named in the permit application or by mailing the same to the address given on the permit application.

Article III

Enforcement; When Effective

§ 151-17 Penalties for offenses; when effective.

- A. Any person or other legal entity who violates any of the provisions of this chapter shall be subject to the penalties set forth in Chapter I, General Provisions, Article III, General Penalty of this Code. Both the Police Department and Code Administration shall have the authority to enforce the provisions of this chapter and to issue appearance tickets for violations thereof.

- B. This chapter shall take effect the day after publication as provided by the provisions of the City Charter of the City of Saratoga Springs, New York.



City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
474 Broadway – Suite 14
Saratoga Springs, New York 12866
Telephone 518-587-3550 ext: 2560

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 Assistant City Attorney **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 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.

Extension of Bid

Prior to an extension of bid being placed on the Accounts Department agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A signed letter from the vendor agreeing to the extension of bid under the same terms, conditions, and prices.
- A memo from your department's commissioner/mayor requesting the extension of bid be placed on Commissioner of Accounts' agenda; and
- A copy of the page from the previous year's bid showing the bid can be extended; and
- the Assistant Purchasing Agent **must** review and agree the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Assistant City Attorney **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor continues to meet all 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: Public Works

Project or Item Being Awarded: IFB2023-60 Transit Mix Concrete

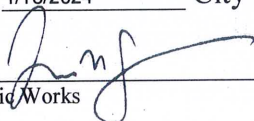
Item Being Extended: _____

Vendor Who Won the Bid: Palette Stone Corp

Budget Line Item: ~~A3330121~~ A3335014 ~~54180~~ 54100 _____ \$ Unit Bid Prices

Budget Line Item: A3335014 54180 _____ \$ Unit Bid Prices

Commissioner of Public Works: Please add to the 1/16/2024 City Council Agenda, the bid award for
IFB2023-60 Transit Mix Concrete


Commissioner of Public Works _____ 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

Assistant City Attorney: Vendor being awarded the bid or the bid being extended has _____ / has not _____ met all insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Assistant City Attorney.

Assistant City Attorney

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.**

Transit Mix Concrete IFB 2023-60 Bid Results

	Total Bid	Purchasing
Palette Stone Corporation	\$1,549.00	Meets requirements.
David Santos		
269 Ballard Road		
Wilton, NY 12831		
dsantos@dacollins.com		
Bonded Concrete, Inc.	\$2,112.00	Meets requirements.
Philip Clemente		
PO Box 189		
Watervliet, NY 12189		
Sales@BondedConcrete.com		

Request for Certification of Sufficient Funds

Submittal Date: 1/5/2024

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: Palette Stone Corp

Project: Transit Mix Concrete

Appropriation	Amount for Approval:	Current Amount Available:	Pend Trans:
A3335014-54180	\$25,000.00	\$90,000.00	
A3335014-54100	\$30,000.00	\$75,000.00	
Total:	\$55,000.00	\$165,000.00	

DS
MS



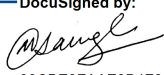
Department Head Signature

1/5/24

Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:

00CBE3FAAE9B4F8...

1/5/2024

Commissioner of Finance

Approval Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2023

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 Arthur J. Gallagher Risk Management Services, LLC 30 Century Hill Drive Suite 200 Latham NY 12110	CONTACT NAME: Heather Bearder PHONE (A/C, No, Ext): 518-869-3535 E-MAIL ADDRESS: heather_bearder@ajg.com	FAX (A/C, No): 518-869-3580
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Co of America		25674
INSURER B: Guardian Life Ins Co of America		64246
INSURER C: Liberty Mutual Fire Insurance Company		23035
INSURER D: Starr Indemnity & Liability Company		38318
INSURER E: Liberty Mutual Insurance Company		23043
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1902188758**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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TB2641446071024	1/1/2024	1/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2641446071034	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	1000588162241	1/1/2024	1/1/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
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 <input checked="" type="checkbox"/> N	Y N/A	WA564D446071014	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B A	NY Disability Inland Marine - Blanket BR Inland Marine - Leased & Rented			00923815 QT6308R820653TIL24	1/1/2024 1/1/2024	1/1/2025 1/1/2025	Continuous Blanket Builders Risk Leased & Rented Equip Statutory \$1,000,000 \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractor Pollution Liability - Berkley Assurance Company - NAIC Code: 39462 - Effective Date: 1/1/2024 - Expiration Date: 1/1/2025 - Policy #PCAB50239170124 - \$10,000,000 Each Claim/Aggregate.
Contractor Professional Liability - Berkley Assurance Company - NAIC Code: 39462 - Effective Date: 1/1/2024 - Expiration Date: 1/1/2025 - Policy #PCAB50239170124 - \$5,000,000 Each Claim/Aggregate.
Project: Transit Mix Concrete
City of Saratoga Springs is added to the General Liability, Automobile Liability and Umbrella/Excess Liability as an Additional Insured on a Primary and Non-Contributory basis if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs 474 Broadway Saratoga Springs NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Re: Award of Bid- Transit Mix IFB2023-60

From : Stefanie Richards <stefanie.richards@saratoga-springs.org>

Fri, Jan 05, 2024 11:44 AM

Subject : Re: Award of Bid- Transit Mix IFB2023-60

To : Ben Nygard <ben.nygard@saratoga-springs.org>

Cc : Lisa Ribis <lisa.ribis@saratoga-springs.org>, Barbara Brindisi <barbara.brindisi@saratoga-springs.org>, Stacy Connors <stacy.connors@saratoga-springs.org>, Dillon Moran <dillon.moran@saratoga-springs.org>

Purchasing requirements have been met.

Thanks

----- Original Message -----

From: "Ben Nygard" <ben.nygard@saratoga-springs.org>

To: "Lisa Ribis" <lisa.ribis@saratoga-springs.org>, "Stephanie Richards" <stefanie.richards@saratoga-springs.org>

Cc: "Barbara Brindisi" <barbara.brindisi@saratoga-springs.org>, "Stacy Connors" <stacy.connors@saratoga-springs.org>, "Dillon Moran" <dillon.moran@saratoga-springs.org>

Sent: Friday, January 5, 2024 11:32:21 AM

Subject: Award of Bid- Transit Mix IFB2023-60

Good morning,

DPW is requesting review and inclusion of the attached award of bid on the accounts agenda for 1/16/24.

thank you,

Ben Nygard
DPW Purchasing Coordinator
City of Saratoga Springs
474 Broadway, Ste 12
Saratoga Springs, NY 12866
Ph: (518) 587-3550, ext. 2569

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Re: Award of Bid- Transit Mix IFB2023-60

From : Dillon Moran <dillon.moran@saratoga-springs.org> Thu, Jan 11, 2024 10:00 AM
Subject : Re: Award of Bid- Transit Mix IFB2023-60
To : Ben Nygard <ben.nygard@saratoga-springs.org>
Cc : Stefanie Richards <stefanie.richards@saratoga-springs.org>, Lisa Ribis <lisa.ribis@saratoga-springs.org>, Barbara Brindisi <barbara.brindisi@saratoga-springs.org>, Stacy Connors <stacy.connors@saratoga-springs.org>

Risk and safety approves.

Kind Regards,

Dillon Moran
Commissioner of Accounts
City of Saratoga Springs

> On Jan 5, 2024, at 2:02 PM, Ben Nygard <ben.nygard@saratoga-springs.org> wrote:

>
> Good afternoon,
>
> Attached is an updated AOB.
>
> thanks,
>
> Ben Nygard
> DPW Purchasing Coordinator
> City of Saratoga Springs
> 474 Broadway, Ste 12
> Saratoga Springs, NY 12866
> Ph: (518) 587-3550, ext. 2569
>

> ----- Original Message -----

> From: "Dillon Moran" <dillon.moran@saratoga-springs.org>
> To: "Ben Nygard" <ben.nygard@saratoga-springs.org>
> Cc: "Stefanie Richards" <stefanie.richards@saratoga-springs.org>, "Lisa Ribis" <lisa.ribis@saratoga-springs.org>, "Barbara Brindisi" <barbara.brindisi@saratoga-springs.org>, "Stacy Connors" <stacy.connors@saratoga-springs.org>
> Sent: Friday, January 5, 2024 12:55:45 PM
> Subject: Re: Award of Bid- Transit Mix IFB2023-60
>
> Ben

> Product only shouldn't be but if they are driving vehicles onto city property, we need coverage.
> Please check with Mike V to see what history has been and we will follow that precedent.
>
> Kind Regards,
>
> Dillon Moran
> Commissioner of Accounts
> City of Saratoga Springs
>
> > On Jan 5, 2024, at 12:53 PM, Ben Nygard <ben.nygard@saratoga-springs.org> wrote:
> >
> > Good afternoon,
> >
> > This is a product only contract. Please confirm if insurance is still needed.
> >
> > thanks,
> >
> > Ben Nygard
> > DPW Purchasing Coordinator
> > City of Saratoga Springs
> > 474 Broadway, Ste 12
> > Saratoga Springs, NY 12866
> > Ph: (518) 587-3550, ext. 2569
> >
> > ----- Original Message -----
> > From: "Dillon Moran" <dillon.moran@saratoga-springs.org>
> > To: "Stefanie Richards" <stefanie.richards@saratoga-springs.org>
> > Cc: "Ben Nygard" <ben.nygard@saratoga-springs.org>, "Lisa Ribis" <lisa.ribis@saratoga-springs.org>, "Barbara Brindisi" <barbara.brindisi@saratoga-springs.org>, "Stacy Connors" <stacy.connors@saratoga-springs.org>
> > Sent: Friday, January 5, 2024 12:49:56 PM
> > Subject: Re: Award of Bid- Transit Mix IFB2023-60
> >
> > Ben
> > I need a COI for the awardees.
> >
> > Kind Regards,
> >
> > Dillon Moran
> > Commissioner of Accounts
> > City of Saratoga Springs
> >
> > > On Jan 5, 2024, at 11:44 AM, Stefanie Richards <stefanie.richards@saratoga-springs.org> wrote:
> > >
> > > Purchasing requirements have been met.

> > >
> > > Thanks
> > >
> > > ----- Original Message -----
> > > From: "Ben Nygard" <ben.nygard@saratoga-springs.org>
> > > To: "Lisa Ribis" <lisa.ribis@saratoga-springs.org>, "Stephanie
Richards" <stefanie.richards@saratoga-springs.org>
> > > Cc: "Barbara Brindisi" <barbara.brindisi@saratoga-springs.org>, "Stacy
Connors" <stacy.connors@saratoga-springs.org>, "Dillon Moran"
<dillon.moran@saratoga-springs.org>
> > > Sent: Friday, January 5, 2024 11:32:21 AM
> > > Subject: Award of Bid- Transit Mix IFB2023-60
> > >
> > > Good morning,
> > >
> > > DPW is requesting review and inclusion of the attached award of bid on
the accounts agenda for 1/16/24.
> > >
> > > thank you,
> > >
> > > Ben Nygard
> > > DPW Purchasing Coordinator
> > > City of Saratoga Springs
> > > 474 Broadway, Ste 12
> > > Saratoga Springs, NY 12866
> > > Ph: (518) 587-3550, ext. 2569
> > >
> > >
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>

> <PaletteStoneAOB-Transitmix.pdf>

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City of Saratoga Springs

Blend & Extend Electric Supply Pricing Proposal

QUOTE
DATE:
1/11/2024



The purpose of this proposal is to evaluate the available options of lowering your current contract rate with your retail energy supplier in order to realize any potential savings as soon as possible. If current market conditions are more favorable than when the original contract was signed, some suppliers will allow you to **blend** the lower market rate with your contract rate, assuming that you are willing to **extend** your contract with them further into the future.

CURRENT PROVIDER INFORMATION		BLEND & EXTEND QUOTE INFORMATION	
Supply Provider:	Constellation	Projected Start Date:	February 2024
Electric Rate (\$/kWh):	\$0.12963	Months Remaining on Contract:	7
Annual Contract Expense:	\$1,037,103	Utility:	NGRID Upstate / NIMO - NY
Product:	Fixed	Number of Accounts:	120
Contract End Date:	September 2024	Annual kWh:	8,000,488

EVALUATION OF BLEND & EXTEND OPTIONS					
Available Options	Contract End Date	Rate (\$/kWh)	Annual Contract Expense	Annual Savings (%)	Total B&E Contract Savings (\$)
Take No Action	September 2024	\$0.12963	\$1,037,103	-	-
31 Month Blend & Extend	September 2026	\$0.10819	\$865,573	↓ 16.5%	↓ \$443,120
34 Month Blend & Extend	December 2026	\$0.10816	\$865,333	↓ 16.6%	↓ \$486,683
43 Month Blend & Extend	September 2027	\$0.10810	\$864,853	↓ 16.6%	↓ \$617,231
46 Month Blend & Extend	December 2027	\$0.10808	\$864,693	↓ 16.6%	↓ \$660,907

BLEND & EXTEND QUOTE PRESENTATION								
Extension From Original End Date (Months)	Blend & Extend Offers (\$/kWh)	Blend & Extend Contract Term		Total Term of Blend & Extend Contract (Months)	Savings Against Contract Rate (\$)	Savings Realized Feb-24 - Sep-24	Savings Realized Sep-24 - End of Extension	Total Blend & Extend Contract Savings
		Start Date	End Date					
24	\$0.10819	Feb-2024	Sep-2026	31	\$0.02144	\$100,059	\$343,061	\$443,120
27	\$0.10816	Feb-2024	Dec-2026	34	\$0.02147	\$100,199	\$386,484	\$486,683
36	\$0.10810	Feb-2024	Sep-2027	43	\$0.02153	\$100,479	\$516,752	\$617,231
39	\$0.10808	Feb-2024	Dec-2027	46	\$0.02155	\$100,573	\$560,334	\$660,907

INVOICE TYPES

- **Single (POR):** The account(s) would be invoiced through the utility, with the supplier of choice's charges displayed as its own line item. This is typically the simplest option as you will receive an invoice directly from the utility as well as make a single payment to the utility for each account.
- **Single:** The account(s) would be invoices by the supplier of choice for both the supply charges as well as the utility's charges for delivery and taxes. Only a single payment will need to be made to the supplier of choice.
- **Dual:** The account(s) would receive two separate invoices every month; one from the supplier of choice for all supply charges, and another from the utility for delivery and taxes.

USAGE HISTORY

Historical Usage (kWh)

Month	Usage (kWh)
January	670,000
February	610,000
March	630,000
April	610,000
May	640,000
June	690,000
July	720,000
August	710,000
September	620,000
October	640,000
November	610,000
December	670,000

NOTES AND DISCLAIMERS

- Pricing as quoted is typically valid on the Quote Date; however, unforeseen market conditions could invalidate pricing without notice.
- These offers are presented on behalf of the named providers and are accurate to the best knowledge of EnergyNext, Inc..
- EnergyNext, Inc. is not responsible for any changes relative to this offer that are unknown to us.
- Historical annual kWh is determined by calculating the last 12 months of usage as provided from the local utility.
- This proposal incorporates all costs except meter rentals, facility costs, delivery costs, and any city, county, or state sales tax and gross receipts tax (which are not subject to deregulation).
- This analysis is only for the named client's review and the client agrees not to share this proprietary information with any third parties unless required by law. Either party breaking this covenant will be liable for damages.
- All suppliers retain the ability to adjust prices due to a change in law imposed by a Governmental Authority or the regional Independent System Operator ("ISO").
- All savings and expense impact figures displayed in the above proposal are estimates based on historical usage.

City of Saratoga Springs

Detailed Account Information



ACCOUNT INFORMATION					
Utility	Account Number	Service Address	Annual Usage	% of Usage	Start Date
NGRID Upstate / NIMO - NY	0017161009	West Ave, Saratoga Springs, NY 12866	935	0.01%	February 2024
NGRID Upstate / NIMO - NY	0030049006	Grove St Saratoga Springs, NY 12866	1,451	0.02%	February 2024
NGRID Upstate / NIMO - NY	0059027011	10 Crescent St, Saratoga Springs, NY 12866	756	0.01%	February 2024
NGRID Upstate / NIMO - NY	0246088004	13 Station LN, Saratoga Springs, NY 12866	15,273	0.19%	February 2024
NGRID Upstate / NIMO - NY	0283025007	Van Dam St, Saratoga Springs, NY 12866	1,233	0.02%	February 2024
NGRID Upstate / NIMO - NY	0313008016	000 West Ave, Saratoga Springs, NY 12866	960	0.01%	February 2024
NGRID Upstate / NIMO - NY	0327144007	Broadway, Saratoga Springs, NY 12866	1,684	0.02%	February 2024
NGRID Upstate / NIMO - NY	0405042006	Lincoln Ave, Saratoga Springs, NY 12866	1,023	0.01%	February 2024
NGRID Upstate / NIMO - NY	0411109003	Lake Ave, Saratoga Springs, NY 12866	1,675	0.02%	February 2024
NGRID Upstate / NIMO - NY	0435002038	17 Westbury Dr, Saratoga Springs, NY 12866	7,355	0.09%	February 2024
NGRID Upstate / NIMO - NY	0503058008	Union Ave, Saratoga Springs, NY 12866	1,693	0.02%	February 2024
NGRID Upstate / NIMO - NY	0521018002	Broadway, Saratoga Springs, NY 12866	1,648	0.02%	February 2024
NGRID Upstate / NIMO - NY	0547049007	Lake Ave, Saratoga Springs, NY 12866	38	0.00%	February 2024
NGRID Upstate / NIMO - NY	0560227009	Myrtle St, Saratoga Springs, NY 12866	1,488	0.02%	February 2024
NGRID Upstate / NIMO - NY	0571061008	Excelsior Ave, Saratoga Springs, NY 12866	1,463	0.02%	February 2024
NGRID Upstate / NIMO - NY	0597017000	Church St, Saratoga Springs, NY 12866	9,906	0.12%	February 2024
NGRID Upstate / NIMO - NY	0687611105	Hutchins Rd, Ballston Spa, NY 12020			February 2024
NGRID Upstate / NIMO - NY	0702556107	Weibel Ave, Saratoga Springs, NY 12866	40,345	0.50%	February 2024
NGRID Upstate / NIMO - NY	0707611103	162 Hathorn BLVD, Ballston Spa, NY 12020	1,400	0.02%	February 2024
NGRID Upstate / NIMO - NY	0782556101	Weibel Ave, Saratoga Springs, NY 12866	918	0.01%	February 2024
NGRID Upstate / NIMO - NY	0921366109	297 Broadway, Saratoga Springs, NY 12866	23,041	0.29%	February 2024
NGRID Upstate / NIMO - NY	1108000005	Hamilton St, Saratoga Springs, NY 12866	92	0.00%	February 2024
NGRID Upstate / NIMO - NY	1162077000	00 Ballston Ave, Saratoga Springs, NY 12866	9,841	0.12%	February 2024
NGRID Upstate / NIMO - NY	1263154008	Circular St, Saratoga Springs, NY 12866	855	0.01%	February 2024
NGRID Upstate / NIMO - NY	1267614103	Lake Ave, Saratoga Springs, NY 12866	1,136	0.01%	February 2024
NGRID Upstate / NIMO - NY	1287614109	Doton Ave, Saratoga Springs, NY 12866	5,113	0.06%	February 2024
NGRID Upstate / NIMO - NY	1386160006	Outside Energy Only, Saratoga Springs, NY 12866	211,959	2.65%	February 2024
NGRID Upstate / NIMO - NY	1392615110	616 Crescent Ave, Saratoga Springs, NY 12866	948	0.01%	February 2024
NGRID Upstate / NIMO - NY	1400169003	Broadway, Saratoga Springs, NY 12866	2,601	0.03%	February 2024
NGRID Upstate / NIMO - NY	1402320031	Caroline St, Saratoga Springs, NY 12866	384	0.00%	February 2024
NGRID Upstate / NIMO - NY	1407142019	115 Ballston Ave, Saratoga Springs, NY 12866	972	0.01%	February 2024
NGRID Upstate / NIMO - NY	1482020021	68 Lake Ave, Saratoga Springs, NY 12866	1,041	0.01%	February 2024
NGRID Upstate / NIMO - NY	1542585018	Ballston Ave, Saratoga Springs, NY 12866	1,148	0.01%	February 2024
NGRID Upstate / NIMO - NY	1599079009	Broadway, Saratoga Springs, NY 12866	3,698	0.05%	February 2024
NGRID Upstate / NIMO - NY	1623023013	West Ave, Saratoga Springs, NY 12866	1,904	0.02%	February 2024
NGRID Upstate / NIMO - NY	1693017016	00 W Circular St, Saratoga Springs, NY 12866	1,835	0.02%	February 2024
NGRID Upstate / NIMO - NY	1753006013	00 West Ave, Saratoga Springs, NY 12866	1,107	0.01%	February 2024
NGRID Upstate / NIMO - NY	1842648016	6 Woodlawn Ave, Charging Station, Saratoga Springs, NY 12866	23,469	0.29%	February 2024
NGRID Upstate / NIMO - NY	1861366100	Broadway, Congress Park, Saratoga Springs, NY 12866	34,518	0.43%	February 2024
NGRID Upstate / NIMO - NY	1961366102	25 Congress St, Saratoga Springs, NY 12866	187,720	2.35%	February 2024
NGRID Upstate / NIMO - NY	2107614104	Van Dam St, Saratoga Springs, NY 12866	1,067	0.01%	February 2024
NGRID Upstate / NIMO - NY	2251091006	Church St, Saratoga Springs, NY 12866	1,672	0.02%	February 2024
NGRID Upstate / NIMO - NY	2299133012	20 Crescent St, Saratoga Springs, NY 12866	756	0.01%	February 2024
NGRID Upstate / NIMO - NY	2334013108	Adams St, Pump Station, Saratoga Springs, NY 12866	54,710	0.68%	February 2024
NGRID Upstate / NIMO - NY	2338893102	58 Excelsior Ave, Gar, Saratoga Springs, NY 12866	24,856	0.31%	February 2024
NGRID Upstate / NIMO - NY	2487117002	Nelson Ave, Saratoga Springs, NY 12866	855	0.01%	February 2024
NGRID Upstate / NIMO - NY	2556435102	Broadway, Saratoga Springs, NY 12866	90	0.00%	February 2024
NGRID Upstate / NIMO - NY	2756441104	Lake Ave, Saratoga Springs, NY 12866	37	0.00%	February 2024
NGRID Upstate / NIMO - NY	2827614104	Lexington Rd, Saratoga Springs, NY 12866	4,249	0.05%	February 2024
NGRID Upstate / NIMO - NY	2973832103	Tamarack TRL, Saratoga Springs, NY 12866	5,360	0.07%	February 2024
NGRID Upstate / NIMO - NY	3029024103	Division St, Saratoga Springs, NY 12866	513	0.01%	February 2024
NGRID Upstate / NIMO - NY	3160157007	Broadway, Saratoga Springs, NY 12866	1,706	0.02%	February 2024
NGRID Upstate / NIMO - NY	3251014000	W Circular St, Saratoga Springs, NY 12866	1,035	0.01%	February 2024
NGRID Upstate / NIMO - NY	3296440100	106 High Rock Ave, Peerless Govn Sprng, Saratoga Springs, NY 12866	29,363	0.37%	February 2024
NGRID Upstate / NIMO - NY	3331069010	30 Crescent St, Saratoga Springs, NY 12866	756	0.01%	February 2024
NGRID Upstate / NIMO - NY	3349171001	Broadway, Saratoga Springs, NY 12866	4,551	0.06%	February 2024
NGRID Upstate / NIMO - NY	3362555103	124 Hathorn BLVD, Pump Hathorn Center Station, Saratoga Springs, NY 12866	9,223	0.12%	February 2024
NGRID Upstate / NIMO - NY	3415219101	Out Grand Ave, Saratoga Springs, NY 12866	14,541	0.18%	February 2024
NGRID Upstate / NIMO - NY	3475034008	Lake Ave, Saratoga Springs, NY 12866	1,747	0.02%	February 2024
NGRID Upstate / NIMO - NY	3529025100	Casino Dr, Saratoga Springs, NY 12866	2,814	0.04%	February 2024
NGRID Upstate / NIMO - NY	3620164000	Grand Ave, Saratoga Springs, NY 12866	493	0.01%	February 2024
NGRID Upstate / NIMO - NY	3629041008	Beekman St, Saratoga Springs, NY 12866	1,424	0.02%	February 2024
NGRID Upstate / NIMO - NY	3653663107	Outside Lighting, Saratoga Springs, NY 12866	273,904	3.42%	February 2024
NGRID Upstate / NIMO - NY	3837107000	W Fenlon St, Saratoga Springs, NY 12866	1,307	0.02%	February 2024
NGRID Upstate / NIMO - NY	3927076009	Lake Ave, Saratoga Springs, NY 12866	1,613	0.02%	February 2024
NGRID Upstate / NIMO - NY	3970213107	Broadway, Saratoga Springs, NY 12866	973	0.01%	February 2024
NGRID Upstate / NIMO - NY	4115219106	61 Rip Van Ln, Ballston Spa, NY 12020	1,411	0.02%	February 2024
NGRID Upstate / NIMO - NY	4259136031	00 Walton St, Parking Garage, Saratoga Springs, NY 12866	47,276	0.59%	February 2024
NGRID Upstate / NIMO - NY	4270045008	9 Worth St, Saratoga Springs, NY 12866	1,834	0.02%	February 2024
NGRID Upstate / NIMO - NY	4347614102	Lake Ave, Saratoga Springs, NY 12866	19,985	0.25%	February 2024
NGRID Upstate / NIMO - NY	4353881100	Inside, Saratoga Springs, NY 12866	652,904	8.16%	February 2024
NGRID Upstate / NIMO - NY	4420163000	Webster St, Saratoga Springs, NY 12866	493	0.01%	February 2024

City of Saratoga Springs

Detailed Account Information



ACCOUNT INFORMATION					
Utility	Account Number	Service Address	Annual Usage	% of Usage	Start Date
NGRID Upstate / NIMO - NY	4589025109	Cady Hill Rd, Saratoga Springs, NY 12866	11,890	0.15%	February 2024
NGRID Upstate / NIMO - NY	4643098019	147 Geyser Rd, Saratoga Springs, NY 12866	10,063	0.13%	February 2024
NGRID Upstate / NIMO - NY	4669024018	29 Division St, Saratoga Springs, NY 12866			February 2024
NGRID Upstate / NIMO - NY	4688817105	High Rock Ave, HR Farmers Market, Saratoga Springs, NY 12866	321	0.00%	February 2024
NGRID Upstate / NIMO - NY	4742597006	Caroline St, Saratoga Springs, NY 12866	384	0.00%	February 2024
NGRID Upstate / NIMO - NY	4869024102	Division St, Saratoga Springs, NY 12866	12,610	0.16%	February 2024
NGRID Upstate / NIMO - NY	4920655003	91 Geyser Rd, Saratoga Springs, NY 12866	15,352	0.19%	February 2024
NGRID Upstate / NIMO - NY	4953007008	Putnam St, Gar, Saratoga Springs, NY 12866	28,995	0.36%	February 2024
NGRID Upstate / NIMO - NY	5022347016	41 Marion Ave, Saratoga Springs, NY 12866	5,879	0.07%	February 2024
NGRID Upstate / NIMO - NY	5080373007	Crescent St, Saratoga Springs, NY 12866	493	0.01%	February 2024
NGRID Upstate / NIMO - NY	5229025106	Geyser Rd, Saratoga Springs, NY 12866	18,269	0.23%	February 2024
NGRID Upstate / NIMO - NY	5322225002	Ballston Ave, TFLT Union, Saratoga Springs, NY 12866	11,321	0.14%	February 2024
NGRID Upstate / NIMO - NY	5340957007	Washington ST, Saratoga Springs, NY 12866	1,827	0.02%	February 2024
NGRID Upstate / NIMO - NY	5380060001	Congress St, Saratoga Springs, NY 12866	11,445	0.14%	February 2024
NGRID Upstate / NIMO - NY	5868053002	Lake Ave, Saratoga Springs, NY 12866	1,707	0.02%	February 2024
NGRID Upstate / NIMO - NY	5985224105	30 Weibel Ave, Saratoga Springs, NY 12866	1,321,365	16.52%	February 2024
NGRID Upstate / NIMO - NY	6043801105	73 Ingersoll Rd, Saratoga Springs, NY 12866	260,960	3.26%	February 2024
NGRID Upstate / NIMO - NY	6093057013	5 Tommy Luther Dr, Saratoga Springs, NY 12866	12	0.00%	February 2024
NGRID Upstate / NIMO - NY	6320436017	15 Vanderbilt Ave, Saratoga Springs, NY 12866	336,240	4.20%	February 2024
NGRID Upstate / NIMO - NY	6331426107	Hathorn BLVD, Ballston Spa, 12020	331,040	4.14%	February 2024
NGRID Upstate / NIMO - NY	6479093104	60 Lake Ave, Saratoga Springs, NY 12866	76,018	0.95%	February 2024
NGRID Upstate / NIMO - NY	6600961006	Congress St, Saratoga Springs, NY 12866	1,198	0.01%	February 2024
NGRID Upstate / NIMO - NY	6618892109	111 Excelsior Ave, Electric, Saratoga Springs, NY 12866	2,371,051	29.64%	February 2024
NGRID Upstate / NIMO - NY	6650213108	166 West Ave, Saratoga Springs, NY 12866	59,484	0.74%	February 2024
NGRID Upstate / NIMO - NY	7034013107	Union Ave, Saratoga Springs, NY 12866	1,836	0.02%	February 2024
NGRID Upstate / NIMO - NY	7092076006	Division St, Saratoga Springs, NY 12866	378	0.00%	February 2024
NGRID Upstate / NIMO - NY	7220164006	Washington ST, Saratoga Springs, NY 12866	1,979	0.02%	February 2024
NGRID Upstate / NIMO - NY	7480165005	Ballston Ave, Saratoga Springs, NY 12866	1,690	0.02%	February 2024
NGRID Upstate / NIMO - NY	7562554104	10 Franklin St, Saratoga Springs, NY 12866	27,515	0.34%	February 2024
NGRID Upstate / NIMO - NY	7603069019	00 Ormandy LN, Streetlights, Saratoga Springs, NY 12866	28,154	0.35%	February 2024
NGRID Upstate / NIMO - NY	7760171003	Ballston Ave, Saratoga Springs, NY 12866	1,573	0.02%	February 2024
NGRID Upstate / NIMO - NY	8442177002	Putnam St, Saratoga Springs, NY 12866	1,284	0.02%	February 2024
NGRID Upstate / NIMO - NY	8857052029	00 Ormandy LN, Saratoga Springs, NY 12866	15,575	0.19%	February 2024
NGRID Upstate / NIMO - NY	8980591015	Church St, Saratoga Springs, NY 12866	9,842	0.12%	February 2024
NGRID Upstate / NIMO - NY	9022295002	6 Woodlawn Ave, Saratoga Springs, NY 12866	100,830	1.26%	February 2024
NGRID Upstate / NIMO - NY	9120459000	Geyser Rd, Saratoga Springs, NY 12866	799	0.01%	February 2024
NGRID Upstate / NIMO - NY	9187614105	Henning Rd, Saratoga Springs, NY 12866	3,655	0.05%	February 2024
NGRID Upstate / NIMO - NY	9231424104	Geyser Rd, Saratoga Springs, NY 12866	42,193	0.53%	February 2024
NGRID Upstate / NIMO - NY	9251424100	49 Geyser Rd, Saratoga springs, NY 12866	27,405	0.34%	February 2024
NGRID Upstate / NIMO - NY	9256440104	High Rock Ave, Pump, Saratoga Springs, NY 12866	5,061	0.06%	February 2024
NGRID Upstate / NIMO - NY	9283131009	Circular St, Saratoga Springs, NY 12866	759	0.01%	February 2024
NGRID Upstate / NIMO - NY	9420326002	Washington ST, Saratoga Springs, NY 12866	4,431	0.06%	February 2024
NGRID Upstate / NIMO - NY	9560191003	Division St, Saratoga Springs, NY 12866	1,923	0.02%	February 2024
NGRID Upstate / NIMO - NY	9633878108	Inside, Saratoga Springs, NY 12866	368,482	4.61%	February 2024
NGRID Upstate / NIMO - NY	9739094108	Circular St, Saratoga Springs, NY 12866	1,499	0.02%	February 2024
NGRID Upstate / NIMO - NY	9808816103	474 Broadway, City Hall, Saratoga Springs, NY 12866	693,800	8.67%	February 2024
NGRID Upstate / NIMO - NY	9859094106	Lake Ave, Saratoga Springs, NY 12866	37	0.00%	February 2024
NGRID Upstate / NIMO - NY	9890212100	Lake Ave, Saratoga Springs, NY 12866	3,720	0.05%	February 2024



Participatory Budgeting Committee Application



Please complete the application in its entirety. This application is a public document open for inspection and reproduction by any person. Personal contact information will be redacted prior to public release. *Committee members must be residents of Saratoga Springs, or be applying as a representative of a non-profit organization located in Saratoga Springs.*

Full Name _____

Address Line 1 _____

Address Line 2 _____

City/State/Zip Code _____

Telephone Number _____

Email Address _____

Why are you interested in joining the Participatory Budgeting Committee?

What expertise, skills or unique perspective do you bring to the committee?

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
- ☐ Writing/designing program materials
- ☐ Evaluation of community projects
- ☐ Evaluation of the PB process and program design
- ☐ Other (please describe)

What would you like to see the PB program accomplish?

The committee typically meets twice monthly between 5 and 7pm. Does this fit your schedule? Are you able to attend occasional outreach events in the community?

Are you a current or former Saratoga Springs employee?

- ☐ Yes
- ☐ No

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. Please read carefully and check the box.

- ☐ **I certify that all statements made in this application are true and complete, and subject to verification. 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 _____

For more information, contact:

Heather Crocker
Deputy Commissioner of Finance
(518) 587-3550, ext. 2571
heather.crocker@saratoga-springs.org

Please return this application to:

Deputy Commissioner of Finance
City of Saratoga Springs
City Hall
474 Broadway – Suite 15
Saratoga Springs, NY 12866
Or email to:
samantha.clemmey@saratoga-springs.org



**CITY OF
SARATOGA SPRINGS**

**OFFICE OF THE
COMMISSIONER OF FINANCE**

**FINANCE POLICIES
2024**

Amended & Approved, January 16, 2024

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I. Accounting, Auditing, & Financial Reporting

The City shall maintain a system of financial monitoring, control, and reporting for all operations and funds in order to provide an effective means of ensuring that overall goals and objectives are met and to ensure timely reporting of financial information.

Accounting

City Charter 4.3.1: “The Commissioner of Finance shall maintain and supervise the general accounting system for the City government and each of its offices, departments, and entities in accordance with the uniform system of accounts prescribed by the State Comptroller. The Commissioner shall keep books for and, together with the Council, exercise financial budgetary control over each office, department, and entity.”

1. The City will maintain its accounting records in accordance with state and federal laws as well as the City Charter. Budgetary reporting will be in accordance with the City Charter and the State’s budget laws and regulations and compatible with the needs of financial reporting.
2. The Commissioner of Finance shall make procedural decisions to specific accounting treatments, such as estimates, interpretation of accounting principles, and the design of the general ledger and chart of accounts.
3. The City does maintain procedural policies, which follow in other sections of this manual, for accounting items such as, Fund Balance, Investments and Debt. Guidance on Accounts Receivables can be found in the Finance Policy and Procedure Manual.

Auditing

An independent audit provides a reasonable assurance that the financial statements are reliable. The audit shall encompass all City operations.

City Charter 4.3.3: “The City shall have a financial statement and single audit conducted annually by an independent auditing firm. The Commissioner of Finance shall solicit proposals from accounting firms on the basis of scope of services approved by the Council, which shall award the contract on the basis of best services offered at most reasonable cost. The Commissioner or the Commissioner's designee shall coordinate the annual audit, which shall be made available to the public not later than five business days after issuance by the independent auditors, and not later than the first public hearing on the upcoming budget. The annual audit shall be accompanied by a management letter, and the Commissioner of Finance or the Commissioner's designee shall coordinate a response, which shall be made available for public review not later than 45 business days after the issuance of the letter.”

1. The audit contract may be for a period of three to five years.

2. Other financial audits conducted by State or Federal agencies will be coordinated with the Commissioner of Finance. Required responses to audits will be coordinated by the Commissioner of Finance and reports will be released timely.

Financial Reporting

City Charter 4.3.9: "The Commissioner of Finance shall submit to the Council, for each quarter, a written financial report on the status of the City's financial plan. Such financial plan shall include a comparison of estimated and actual income and expenditures to date and shall be submitted within 45 days after the end of each quarter. Each quarterly summary shall be forwarded to the City Clerk's office and shall be available for public review."

1. Quarterly financial reports will be submitted to the City Council as stated above and presented at a City Council meeting. Quarterly reports will be reported on a cash basis, provide an actual to budget comparison for all funds, and a summary of the activity.
2. The City will annually report its financial condition and results of operations in accordance with State regulations and generally accepted accounting principles (GAAP) applicable to governments. Reporting in conformity with GAAP makes the City's information more accessible to outside stakeholders.
3. Copies of the quarterly financial reports and annual audit shall be made available on the City's website and distributed to interested parties, such as Financial Advisors, State, and Federal agencies, as deemed necessary.

City Charter 4.3.8: "If at any time during the fiscal year it appears probable to the Commissioner of Finance that revenues available will be insufficient to meet the amount appropriated, the Commissioner shall report this to the Council without delay. The Commissioner shall indicate the estimated shortfall, the remedial action taken by the Commissioner, and the Commissioner's recommendations for steps to be taken to eliminate or reduce the shortfall. The Council shall take such further action it deems necessary to prevent or minimize any deficit, and for that purpose may by resolution reduce one or more appropriation as allowed by law."

In addition, any major budgetary exceptions, positive or negative, will be reported timely by the Commissioner of Finance to the City Council and advise of the impact and propose any necessary action.

II. INVESTMENT POLICY– City Charter Section 4.2.4

I. SCOPE

This investment policy applies to all moneys and other financial resources available for deposit and investment by the City on its own behalf or on the behalf of any other entity or individual.

II. OBJECTIVES

The primary objectives of the City's investment activities are, in priority order,

- To conform with all applicable federal, state and other legal requirements
- To adequately safeguard principal
- To provide sufficient liquidity to meet all operating requirements; and
- To obtain a reasonable rate of return.

III. DELEGATION OF AUTHORITY

The City Council's responsibility for administration of the investment program is delegated to the Commissioner of Finance, or the appropriate designee of the Commissioner of Finance, who shall establish written procedures for the operation of the investment program consistent with these investment policies. Such procedures shall include internal controls to provide a satisfactory level of accountability based upon records incorporating description and amounts of investments, the fund(s) for which they are held, the place(s) where kept, and other relevant information, including dates of sale or disposition and amounts realized. In addition, the internal control procedures shall describe the responsibilities of authority for key individuals involved in the investment program.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the City to govern effectively.

Investments shall be made with prudence, diligence, skill, judgment and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from any personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the policy of the City to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

The City Council shall establish appropriate limits for the amount of investments which can be made with each financial institution or dealer, and shall evaluate this listing at least annually.

VI. INTERNAL CONTROLS

It is the policy of the City for all moneys collected by any officer or employee of the government to transfer those funds to the Commissioner of Finance within five (5) business days of deposit, or as established in the applicable internal controls for cash receipting policy adopted by the City Council, or within the time period specified in law, whichever is shorter.

The Commissioner of Finance is responsible for establishing and maintaining internal control procedures to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization, properly recorded, and managed in compliance with applicable laws and regulations.

VII. DESIGNATION OF DEPOSITARIES

The banks and trust companies that are authorized for the deposit of moneys, and the maximum amount which may be kept on deposit at any time, are:

Depository Name	Maximum Amount
Adirondack Trust Company	\$50,000,000.00
NBT Bank	\$10,000,000.00
Saratoga National Bank & Trust Company	\$10,000,000.00

VIII. SECURING DEPOSITS AND INVESTMENTS

All deposits and investments at a bank or trust company, including all demand deposits, certificates of deposit and special time deposits (hereinafter, collectively, "deposits") made by officers of the City that are in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured by:

1. By a pledge of "eligible securities" with an aggregate "market value", (as provided by General Municipal Law, §10) that is at least equal to the aggregate amount of deposits by the officers. See schedule A of this policy for a listing of "eligible securities".

IX. COLLATERALIZATION AND SAFEKEEPING

Eligible securities used for collateralizing deposits made by officers of the City shall be held by a third party bank or trust company and subject to security and custodial agreements.

The security agreement shall provide that eligible securities (or the pro rata portion of a pool of eligible securities) are being pledged to secure such deposits together with agreed-upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities (or the pro rata portion of a pool of eligible securities) may be sold, presented for payment, substituted or released and the events which will enable the City to exercise its rights against the pledged securities.

In the event that the securities are not registered or inscribed in the name of the City, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the City or its custodial bank or trust company. Whenever eligible securities delivered to the custodial bank or trust company are transferred by the entities on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of the obligations, then the records of the custodial bank or trust company shall be required to show, at all times, the interest of the City in the securities (or the pro rata portion of a pool of eligible securities) as set forth in the security agreement.

The custodial agreement shall provide that securities (or the pro rata portion of a pool of eligible securities) will be held by the bank or trust company as agent of, and custodian for, the City, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt, substantiation or release of the collateral and it shall provide for the frequency of revaluation of collateral by the custodial bank or trust company and for the substitution of collateral when a change in the rating of a security may cause ineligibility. The security and custodial agreements shall include all other provisions necessary to provide the City with a perfected security interest in the eligible securities and to otherwise secure the City's interest in the collateral, and may contain other provisions that the City Council deems necessary.

X. PERMITTED INVESTMENTS

As authorized by General Municipal Law, §11, the City authorizes the Commissioner of Finance to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York
- Obligations of the United States of America
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America
- Obligations of the State of New York

- Certificates of Deposit obtained through a depository institution that has a main office or branch office in the State of New York and that contractually agrees to place the funds in federally insured depository institutions through a qualified Reciprocal Deposit program such as the Certificate of Deposit Account Registry Service, or CDARS.
- Savings and/or demand deposit accounts placed through a depository institution that has a main office or branch in the State of New York and that contractually agrees to place funds in federally insured depository institutions through a qualified Reciprocal Deposit program such as the savings option of the Insured Cash Sweep service, or ICS.

All investment obligations shall be payable or redeemable at the option of the City within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable in any event at the option of the City within two years of the date of purchase. Time deposit accounts and certificates of deposit shall be payable within such times as the proceeds will be needed to meet the expenditures for which the moneys were obtained, and shall be secured as provided in Sections VIII and IX herein.

Except as may otherwise be provided in a contract with bondholders, any moneys of the City authorized to be invested may be commingled for investment purposes, provided that any investment of commingled moneys shall be payable or redeemable at the option of the City within such times as the proceeds shall be needed to meet expenditures for which such moneys were obtained, or as otherwise specifically provided in General Municipal Law section 11. The separate identity of the sources of these funds shall be maintained at all times and income received shall be credited on a pro rata basis to the fund or account from which moneys were invested.

Any obligation that provides for the adjustment of its interest rate on set dates to be payable or redeemable on the date on which the principal amount can be recovered through demand by the holder.

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

All financial institutions and dealers with which the City transacts business shall be creditworthy, and have an appropriate level of experience, capitalization, size, and other factors that make the financial institution or the dealer and qualified to transact business with the City. The Commissioner of Finance shall evaluate the financial position and maintain a listing of proposed depositories, trading partners and custodians. Recent Reports of Condition and Income (call reports) shall be obtained for the proposed banks, and security dealers that are not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York federal Reserve Bank, as primary dealer.

The City shall maintain a list of financial institutions and dealers approved for investment purposes, and establish appropriate limits to the amounts of investments that can be made with each financial institution.

XII. PURCHASE OF INVESTMENTS

The Commissioner of Finance is authorized to contract for the purchase of investments:

1. Directly from an authorized trading partner
2. By participation in a cooperative investment agreement with other authorized municipal corporations pursuant to Article 5-G of the General Municipal Law and in accordance with the Article 3-A of the General Municipal Law.

All purchased obligations, unless registered or inscribed in the name of the City, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the City by the bank or trust company.

Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, §10 (3)(a). The agreement shall provide that securities held by the bank or trust company, as agent of, and custodian for, the City, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing for any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to secure the City's perfected interest in the securities, and the agreement may also contain other provisions that the City Council deems necessary. The security and custodial agreements shall also include all other provisions necessary to provide the City with a perfected interest in securities.

The Commissioner of Finance can direct the bank or trust company to register and hold the evidences of the investments in the name of its nominee, or may deposit or authorize the bank or trust company to deposit, or arrange for their deposit with a federal reserve bank or other book-entry transfer system operated by a federally regulated entity. The records of the bank or trust company shall show, at all times, the ownership of such evidences of investments, and they shall be, when held in the possession of the bank or trust company, at all times, kept separate from the assets of the bank or trust company. All evidences of the investments delivered to a bank or trust company shall be held by the bank or trust company pursuant to a written custodial agreement as set forth in the General Municipal Law Section 10(3) (a), and as described earlier in this section. When any such evidences of the investments are so registered in the name of a nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

XIII. COURIER SERVICE

The Commissioner of Finance may, subject to approval of the City Council by resolution, enter into a contract with a courier service for the purpose of causing the deposit of public funds with a bank or trust company. The courier service shall be required to obtain a surety bond for the full amount entrusted to the courier, payable to the City and executed by an insurance company authorized to do business in the State of New York, with a claims-paying ability that is rated in the highest rating category by at least two nationally recognized statistical rating organizations, to insure against any loss of public deposits entrusted to the courier service for the deposit or failure to deposit the full amount entrusted to the courier service.

The City may agree with the depository bank or trust company that the bank or trust company will reimburse all or part of, but not more than, the actual cost incurred by the City in transporting items for deposit through a courier service. Any such reimbursement agreement shall apply only to a specified deposit transaction, and may be subject to such terms, conditions and limitations as the bank or trust company deems necessary to ensure sound banking practices, including, but not limited to, any terms, conditions or limitations that may be required by the banking department or other federal or State authority.

XIV. ANNUAL REVIEW AND AMENDMENTS

The City shall review this investment policy annually, and it shall have the power to amend this policy at any time.

XV. DEFINITIONS

The terms “public funds”, “public deposits”, “bank”, “trust company”, “eligible securities”, “eligible surety binds”, and “eligible letter of credit” shall have the same meanings as set forth in General Municipal Law Section 10.

Schedule A
Schedule of Eligible Securities for Collateralizing Deposits and Investments in excess of FDIC
Coverage (See Investment Policy, Section VIII)
City of Saratoga Springs
January 2024

1. Obligations issued, or fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
2. Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of insurance or guaranty.
3. Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of this State or obligations of any public benefit corporation, which under a Specific State statute may be accepted as security for deposit of public moneys.
4. Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
5. Obligations of the Commonwealth of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
6. Obligations of counties, cities and other governmental entities of another state having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
7. Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
8. Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
9. Commercial paper and bankers' acceptances issued by a bank (other than the Bank with which the money is being deposited or invested) rated in the highest short-term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
10. Zero-coupon obligations of the United States government marketed as "Treasury STRIPS".
11. Obligations issued or fully guaranteed by the International Bank of Reconstruction and Development, the Inter-American Bank, the Asian Development Bank, and the African Development Bank.

III. DEBT

Purpose:

The purpose of this policy is to set forth the City's policy in regard to structuring, issuing and maintaining debt in order to achieve the most cost effective method of financing for the taxpayers. This policy does not apply to debt issued by the City Center Authority.

Conditions for Debt Issuances:

The City will consider the use of debt financing for one-time capital improvement projects, following the recommendation of the Capital Committee and approval of the City Council. The asset(s) being financed must meet the criteria outlined in the City's Capitalization Policy. RIDER

Restrictions on Long Term Debt Issuances:

Factors that favor pay as you go financing, instead of long term debt financing, include circumstances where:

- The project can be adequately funded from available current revenues and fund balances.
- The project can be completed in an acceptable timeframe given the available resources.
- Additional debt levels could adversely affect the City's credit rating or repayment resources.
- Market conditions are unstable or suggest difficulties in marketing debt.

Financial Limitations:

The City will adhere to Charter limitations on bonding capacities as outlined in section 11.2 of Title 11 and the Local Finance Law.

Long-Term Debt Structuring:

1. The debt repayment schedule shall be structured so as to achieve substantially level or declining annual payments, to aid in budgeting and planning, whenever possible.
2. The City will not issue debt for a longer amortization period than the period of probable usefulness of the asset, determined in accordance with section 11.00 of the Local Finance Law.
3. Debt payments will be budgeted and levied for in the debt service fund, except payments of water, sewer or special assessment district debt, which will be budgeted and levied in their respective funds.

Long-Term Debt Issuance:

1. The authority to issue debt is given to the Commissioner of Finance in Title 4 of the City Charter.
2. Long-term debt shall be issued when deemed necessary and adequate based on such factors as trends in financial performance, service levels, tax and revenue base, and impact of debt on the financial outlook of the City. The timing of the bond issuance will be coordinated with the Capital Committee called for under section L of Title 3 of the City Charter, the City's Financial Advisor and the City's Bond Counsel. Short term debt shall be

issued when deemed necessary and adequate based on cash flow, financial performance, and any other factors as deemed necessary by the Commissioner of Finance.

3. The sale of debt shall be sold publicly, unless the amount being issued does not exceed \$5,000,000 (five million dollars) or if the bonds are being sold to the US Government or to another purchaser described in section 57.00 of the Local Finance Law, in which case a negotiated sale may be used.
4. Credit ratings will be obtained when deemed necessary by the Commissioner of Finance and in consultation with the City's Financial Advisor. Credit ratings generally will not be used for private placement debt.
5. When deemed necessary by the Commissioner of Finance, the City may contract with financial advisors and bond counsels to aid in the planning, issuance and management of debt.

Debt Management: (Refer to the City's Post Issuance Policy for further details on Debt Management.)

1. The City shall pay all interest and debt repayments in accordance with the terms of a bond or note.
2. The proceeds from the sale of debt shall be invested, deposited and used by the Commissioner of Finance in accordance with Title 4 of the City Charter, the City's Investment Policy, and in accordance with the Local Finance Law and the General Municipal Law. Proceeds will be invested separately and distinctly from other City funds and in accordance with the City's Post Issuance Policy.
3. The City will maintain a policy of full disclosure in financial reports and bond or note prospectuses and in accordance with the City's Post Issuance Policy.
4. The City will maintain communications with bond rating agencies, fiscal advisors and bond counsels and continue to strive for improvements in the City's bond rating.
5. The City will seek refinancing of outstanding debt if it is determined that the City will benefit by reduced interest expense over the remaining life of the bonds or to reduce principal outstanding to achieve debt service savings when resources are available.
6. A calculation of the City's debt limit and future bonding capacity shall be prepared annually and included in the Comprehensive budget called for under section 4.4.4 of Title 4 of the City Charter.

RIDER

The City will also consider the use of debt financing for cash flow purposes when necessary, as authorized by the Local Finance Law.

Review:

This policy shall be reviewed annually by the City Council.

IV. CYBER SECURITY BREACH NOTIFICATION

The City of Saratoga Springs values the protection of private information of individuals. The City of Saratoga Springs is required to notify an individual when there has been or is reasonably believed to have been a compromise of the individual's private information in compliance with the Information Security Breach and Notification Act and this policy. This policy is consistent with the State Technology Law, section 208, as added by Chapters 442 and 491 of the laws of 2005. This policy requires notification to impacted New York residents and non-residents.

1. The City of Saratoga Springs, after consulting with Cyber Security and Critical Infrastructure Coordination ("CSCIC") to determine the scope of the breach and restoration measures, shall notify an individual when it has been determined that there has been, or is reasonably believed to have been a compromise of private information through unauthorized disclosure.

"Private information" shall mean personal information in combination with any one or more of the following data elements, when either the personal information or the data element is not encrypted or encrypted with an encryption key that has also been acquired:

- social security number;
- driver's license number or non-driver identification card number;
- or account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account.
- birthdate

"Private information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

2. A compromise of private information shall mean the unauthorized acquisition of unencrypted computerized data with private information.
3. If encrypted data is compromised along with the corresponding encryption key, the data shall be considered unencrypted and thus fall under the notification requirements.
4. Notification may be delayed if a law enforcement agency determines that the notification impedes a criminal investigation. In such case, notification will be delayed only as long as needed to determine that notification no longer compromises any investigation.
5. The City of Saratoga Springs will notify the affected individual. Such notice shall be directly provided to the affected persons by one of the following methods:

- Written notice;
 - Electronic notice, provided that the person to whom notice is required has expressly consented to receiving said notice in electronic form and a log of each such notification is kept by the City of Saratoga Springs personnel who notifies affected persons in such form;
 - Telephone notification provided that a log of each such notification is kept by the City of Saratoga Springs personnel who notifies affected persons; or
 - Substitute notice, if the City of Saratoga Springs demonstrates to the State Attorney General that the cost of providing notice would exceed two hundred fifty thousand dollars, or that the affected class of subject persons to be notified exceeds five hundred thousand, or the City of Saratoga Springs does not have sufficient contact information. Substitute notice shall consist of all the following:
 - A. E-mail notice when the City of Saratoga Springs has an e-mail address for the subject persons
 - B. conspicuous posting of the notice on the City of Saratoga Springs's web site page, if the City of Saratoga Springs maintains one; and
 - C. notification to major statewide media
6. The City of Saratoga Springs shall notify CSCIC as to the timing, content, and distribution of the notices and approximate number of affected persons.
 7. The City of Saratoga Springs shall notify the Attorney General and the Consumer Protection Board, whenever notification to a New York resident is necessary, as to the timing, content, and distribution of the notices and approximate number of affected persons.
 8. Regardless of the method by which notice is provided, such notice shall include contact information for the City of Saratoga Springs personnel making the notification and a description of the categories of information that were, or are reasonably believed to have been, acquired by a person without valid authorization, including specification of which of the elements of personal information and private information were, or are reasonably believed to have been, so acquired.
 9. This policy also applies to information maintained on behalf of the City of Saratoga Springs by a third party. In the event of a breach of information being stored by a 3rd party, the City will coordinate with the 3rd party to make sure that notice is being provided in compliance with this policy.
 10. When more than five thousand New York residents are to be notified at one time, the City of Saratoga Springs shall notify the consumer reporting agencies as to the timing, content, and distribution of the notices and the approximate number of affected individuals. This notice, however, will be made without delaying notice to the individuals.

V. FUND BALANCE

1. General Fund

A. Purpose:

For increased financial stability, the City of Saratoga Springs (City) desires to manage its financial resources by establishing a fund balance policy for the General Fund. This will ensure the City maintains a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls, unexpected one-time expenditures, emergencies and disasters.

B. Background:

The Governmental Accounting Standards Board (GASB) issued GASB Statement Number 54, Fund Balance Reporting and Governmental Fund Type Definitions. Statement 54 abandons the reserved and unreserved classifications of fund balance and replaces them with five new classifications for Governmental Funds: non-spendable, restricted, committed, assigned and unassigned. The last three classifications comprise the unrestricted fund balance. The statement went into effect June 30, 2011.

In April 2011 the Office of the State Comptroller (OSC) issued guidance on Fund Balance Reporting and Governmental Fund Type Definitions. The guidance addressed how the changes in GASB 54 were being implemented in the Annual Update Document and the effects on local government reporting.

C. Definitions:

1. Fund Balance – Consists of the measurement of available resources and represents the difference between total assets and total liabilities.
2. Non-spendable – Consists of the amounts that cannot be spent because they are in a non-spendable form.
3. Restricted – Consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by certain creditors, grantors, contributors, or laws and regulations of other governments; or through constitutional provisions or enabling legislation.
4. Committed (Unrestricted) – Consists of amounts constrained to specific purposes by a government itself using its highest level decision making authority (City Council). The City Council must take formal action before the end of the fiscal year to add or remove a constraint.

5. Assigned (Unrestricted) – Consists of amounts that are subject to a purpose constraint that represents an intended use established by the government’s highest level decision making authority (City Council), or by the Council’s designated body or official. The purpose of the assignment must be narrower than the purpose of the general fund. In funds other than the general fund, assigned fund balance will be the residual amount of fund balance.
6. Unassigned (Unrestricted) – This consists of all balances remaining after considering the other four categories for the general fund and could result in a surplus or a deficit. Use is least constrained in this category. In funds other than the general fund, the unassigned classification should only be used to report a deficit balance.

D. Classifications:

1. Non-spendable
 - prepaid insurance
 - inventory
2. Restricted (Reserves)
 - Capital Reserves
 - Tax Stabilization Reserves
 - Debt Reserves
 - Repair Reserves
 - Insurance Reserve
 - Retirement Reserves
 - and other reserves allowed by State statutes.
3. Committed (Unrestricted)
4. Assigned (Unrestricted)
 - OSC believes that formal actions by the governing boards (resolutions, ordinances, and local laws) constitute a constraint of resources and will result in an assignment of resources.
 - Encumbrances will typically be considered an assignment of fund balance.
5. Unassigned (Unrestricted)
 - All other unassigned fund balances.

E. Policy:

1. Reserves

- a. The City shall strive to maintain a level of reserves to guard its citizens against a service disruption because reserves are essential to dealing with unforeseen emergencies or changes in condition
- b. Funding of reserves can come from surplus funds (excess of revenues over expenditures or one-time revenues) or other sources as designated by the City Council.
- c. All expenditures from or uses of reserve will require prior Council approval by adoption of Use of Reserve Resolution.
- d. Reserves shall only be used for the purpose in which they are intended.

2. Unassigned (Unrestricted) Fund Balance

- a. The unrestricted unassigned fund balance range for the General Fund shall be not less than 10.00% and not more than 25.00% of the total adopted budgeted expenditures of the General Fund.
- b. The Commissioner of Finance shall annually calculate and verify the City Council's compliance with this policy. In determining compliance, the following formula will be used: the audited balance available in the unrestricted unassigned fund balance of the City's General Fund for the most recently audited fiscal year, divided by the adopted expenditure budget for the ensuing fiscal year for the City's General Fund.
- c. The Commissioner of Finance shall report annually to the City Council the results of the calculation and make recommendations for the use of funds in the event of a surplus or the replenishment of funds in the event of a deficit.
- d. **Surplus:** In the event the unrestricted unassigned fund balance of the City's general fund exceeds the maximum requirements, the excess may be utilized for any lawful purpose approved by the City Council. In order to minimize the long term effect of such use, the excess shall be appropriated to fund one time expenditures or expenses which do not result in recurring operating costs, or other onetime costs including the establishment or increase in legitimate restrictions (reserves) of fund balance.
- e. **Deficit:** In the event the unrestricted unassigned fund balance for the City's general fund falls below the minimum requirement of 10% for any fiscal year, the Commissioner of Finance shall prepare and submit to the City Council a plan to restore the balance to the minimum target level in the next budget year or other appropriate period of time.

3. Application of Funds:

In instances where expenditures are incurred that will require the funding sources to be comprised of two or more types of fund balance categories, the order of exhaustion of the fund will be as follows:

1. Restricted
2. Committed
3. Assigned
4. Unassigned

F. Review:

This policy will be presented by the Commissioner of Finance annually for review and adoption by the City Council.

2. Water and Sewer Funds

A. Purpose:

For increased financial stability, the City of Saratoga Springs (City) desires to manage its financial resources by establishing a fund balance policy for the Water and Sewer Funds. This will ensure the City maintains a prudent level of financial resources to protect against reducing service levels or raising rates and fees because of temporary revenue shortfalls, unexpected one-time expenditures, emergencies and disasters.

B. Background:

The Governmental Accounting Standards Board (GASB) issued GASB Statement Number 54, Fund Balance Reporting and Governmental Fund Type Definitions. Statement 54 abandons the reserved and unreserved classifications of fund balance and replaces them with five new classifications for Governmental Funds: non-spendable, restricted, committed, assigned and unassigned. The last three classifications comprise the unrestricted fund balance. The statement went into effect June 30, 2011.

In April 2011 the Office of the State Comptroller (OSC) issued guidance on Fund Balance Reporting and Governmental Fund Type Definitions. The guidance addressed how the changes in GASB 54 were being implemented in the Annual Update Document and the effects on local government reporting.

C. Definitions:

1. Fund Balance – Consists of the measurement of available resources and represents the difference between total assets and total liabilities.
2. Non-spendable – Consists of the amounts that cannot be spent because they are in a non-spendable form.
3. Restricted – Consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by certain creditors, grantors, contributors, or laws and regulations of other governments; or through constitutional provisions or enabling legislation.
4. Committed (Unrestricted) – Consists of amounts constrained to specific purposes by a government itself using its highest level decision making authority (City Council). The City Council must take formal action before the end of the fiscal year to add or remove a constraint.

5. Assigned (Unrestricted) – Consists of amounts that are subject to a purpose constraint that represents an intended use established by the government’s highest level decision making authority (City Council), or by the Council’s designated body or official. The purpose of the assignment must be narrower than the purpose of the general fund. In funds other than the general fund, assigned fund balance will be the residual amount of fund balance.
6. Unassigned (Unrestricted) – This consists of all balances remaining after considering the other four categories for the general fund and could result in a surplus or a deficit. Use is least constrained in this category. In funds other than the general fund, such as the Water and Sewer funds, the unassigned classification should only be used to report a deficit balance.

D. Classifications:

1. Non-spendable
 - prepaid insurance
 - inventory
2. Restricted (Reserves)
 - Capital Reserves
 - Tax Stabilization Reserves
 - Debt Reserves
 - Repair Reserves
 - Insurance Reserve
 - Retirement Reserves
 - and other reserves allowed by State statutes.
3. Committed (Unrestricted)
 - OSC believes that in most cases, local governments will not have committed fund balance to report primarily due to the fact that reserves are allowed by State statutes.
4. Assigned (Unrestricted)
 - OSC believes that formal actions by the governing boards (resolutions, ordinances, and local laws) constitute a constraint of resources and will result in an assignment of resources.
 - Encumbrances will typically be considered an assignment of fund balance.
 - Residual amount of fund balances.
5. Unassigned (Unrestricted)
 - All deficit fund balances.

E. Policy:

1. Reserves

- a. The City shall strive to maintain a level of reserves to guard its users against a service disruption because reserves are essential to dealing with unforeseen emergencies or changes in condition
- b. Funding of reserves can come from surplus funds (excess of revenues over expenditures or one-time revenues) or other sources as designated by the City Council.
- c. All expenditures from or uses of reserve will require prior Council approval by adoption of Use of Reserve Resolution.
- d. Reserves shall only be used for the purpose in which they are intended.

2. Assigned) Fund Balance – Residual amounts

- a. The assigned fund balance residual amounts range for the Water and Sewer Funds shall be not less than 10.00% and not more than 25.00% of the total adopted budgeted expenditures of the Water and Sewer Funds, respectively.
- b. The Commissioner of Finance shall annually calculate and verify the City Council's compliance with this policy. In determining compliance, the following formula will be used: the audited balance available in the assigned fund balance residual amount of the City's Water and Sewer Funds for the most recently audited fiscal year, divided by the adopted expenditure budget for the ensuing fiscal year for the City's Water and Sewer Funds, respectively.
- c. The Commissioner of Finance shall report annually to the City Council the results of the calculation and make recommendations for the use of funds in the event of a surplus or the replenishment of funds in the event of a deficit.
- d. **Surplus:** In the event the assigned fund balance residual amounts of the City's Water and/or Sewer funds exceeds the maximum requirements, the excess may be utilized for any lawful purpose approved by the City Council. In order to minimize the long term effect of such use, the excess shall be appropriated to fund one time expenditures or expenses which do not result in recurring operating costs, or other onetime costs including the establishment or increase in legitimate restrictions (reserves) of fund balance.
- e. **Deficit:** In the event the assigned fund balance residual amount or the unassigned fund balance for the City's Water and Sewer Funds falls below the minimum requirement of 10% for any fiscal year, the Commissioner of Finance shall prepare and submit to the City Council a plan to restore the balance to the minimum target level in the next budget year or other appropriate period of time.

3. Application of Funds:

In instances where expenditures are incurred that will require the funding sources to be comprised of two or more types of fund balance categories, the order of exhaustion of the fund will be as follows:

1. Restricted
2. Committed
3. Assigned

F. Review:

This policy will be presented by the Commissioner of Finance annually for review and adoption by the City Council.

VI. POST-ISSUANCE COMPLIANCE PROCEDURE AND POLICY FOR TAX-EXEMPT GOVERNMENTAL BONDS

Purpose

The City of Saratoga Springs, Saratoga County, New York (the "City") issues tax-exempt governmental bonds pursuant to the New York State Local Finance Law. As an issuer of tax-exempt governmental bonds, the City is required by the terms of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated under the Code (the "Treasury Regulations"), to take certain actions subsequent to the issuance of such bonds to ensure the continuing tax-exempt status of such bonds. In addition, Section 6001 of the Code and Section 1.6001-1(a) of the Treasury Regulations impose record retention requirements on the City with respect to its tax-exempt governmental bonds. This Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds (this "Policy") has been developed to ensure that the City complies with its post-issuance obligations under applicable provisions of the Code and the Treasury Regulations.

Procedure

1. Responsible Persons. The Commissioner of Finance shall be the person primarily responsible for ensuring that the City successfully carries out its post-issuance obligations under applicable provisions of the Code and the Treasury Regulations. The Commissioner of Finance shall be assisted by other City staff and officials when appropriate. The Commissioner of Finance shall also be assisted in carrying out its post-issuance obligations by the following firms:
 - a. Bond Counsel (the law firm primarily responsible for providing bond counsel services to the City).
 - b. Financial Advisor (the firm primarily responsible for providing financial advisory services to the City).
 - c. Paying Agent (the person, firm or City official primarily responsible for providing paying agent services to the City).
 - d. Rebate Analyst (the firm primarily responsible for providing rebate analyst services to the City).

The Commissioner of Finance shall be responsible for assigning post-issuance compliance responsibilities to other staff of the City, Bond Counsel, the Financial Advisor, the Paying Agent and the Rebate Analyst. The Commissioner of Finance shall utilize such other professional service organizations as are necessary to ensure compliance with the post-issuance obligations of the City. The Commissioner of Finance shall provide training and educational resources to any City staff that are responsible for ensuring compliance with any portion of the post-issuance requirements of this Policy.

2. Post-Issuance Compliance Actions. The Commissioner of Finance shall take the following post-issuance compliance actions or shall verify that the following post-issuance compliance actions have been taken on behalf of the City with respect to each issue of tax-exempt governmental bonds:
- a. The Commissioner of Finance shall prepare a transcript of principal documents (this action will be the primary responsibility of Bond Counsel).
 - b. The Commissioner of Finance shall file with the Internal Revenue Service (the "IRS"), within the time limit imposed by Section 149(e) of the Code and applicable Treasury Regulations, Form 8038-G, Information Return for Tax-Exempt Governmental Obligations, or Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales (this action will be the primary responsibility of Bond Counsel).
 - c. The Commissioner of Finance shall prepare an "allocation memorandum" for each issue of tax-exempt governmental bonds in accordance with Section 1.148-6(d)(1) of the Treasury Regulations which accounts for the allocation of the proceeds of such bonds to expenditures not later than the earlier of:
 - i. eighteen (18) months after the later of (A) the date the expenditure is paid, or (B) the date the project that is financed by such bond issue is placed in service; or
 - ii. the date sixty (60) days after the earlier of (A) the fifth anniversary of the issue date of such bond issue, or (B) the date sixty (60) days after the retirement of such bond issue.

Preparation of the allocation memorandum will be the primary responsibility of the Commissioner of Finance (in consultation with the Financial Advisor and Bond Counsel).

- d. The Commissioner of Finance, in consultation with Bond Counsel, shall identify proceeds of tax-exempt governmental bonds which must be yield-restricted and shall monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted.

The Commissioner of Finance, in consultation with Bond Counsel, shall determine whether the City is subject to the rebate requirements of Section 148(f) of the Code with respect to each issue of tax-exempt governmental bonds. The Commissioner of Finance, in consultation with Bond Counsel, shall determine with respect to each issue of tax-exempt governmental bonds whether the City is eligible for any of the temporary periods for unrestricted investments and whether the City is eligible for any of the spending exceptions to the rebate requirements. Prior to the fifth anniversary of the date of issuance of each issue of tax-exempt governmental bonds, the Commissioner of Finance shall consult with the Rebate Analyst to arrange for calculations of the rebate requirements with respect to such bond issue. If a rebate payment is required to be paid by the City, the Commissioner of Finance shall prepare or cause to be prepared Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate, and submit such Form

8038-T to the IRS with the required rebate payment. If the City is authorized to recover a rebate payment previously paid, the Commissioner of Finance shall prepare or cause to be prepared Form 8038-R, Request for Recovery of Overpayments Under Arbitrage Rebate Provisions, with respect to such rebate recovery and submit such Form 8038-R to the IRS.

3. Procedures for Monitoring, Verification and Inspections. The Commissioner of Finance shall institute such procedures as the Commissioner of Finance shall deem necessary and appropriate to monitor the use of the proceeds of tax-exempt governmental bonds, to verify that certain post-issuance compliance actions have been taken by the City and to provide for the inspection of the facilities financed with the proceeds of such bonds. At a minimum, the Commissioner of Finance shall establish the following procedures:
 - a. The Commissioner of Finance shall monitor the use of the proceeds of tax-exempt governmental bonds to (i) ensure compliance with the expenditure and investment requirements under the temporary period provisions set forth in Section 1.148-2(e) of the Treasury Regulations; (ii) ensure compliance with the safe harbor restrictions on the acquisition of investments set forth in Section 1.148-5(d) of the Treasury Regulations; (iii) ensure that the investments of any yield-restricted funds do not exceed the yield to which such investments are restricted; and (iv) determine whether there has been compliance with the spend-down requirements under the spending exceptions to the rebate requirements set forth in Section 1.148-7 of the Treasury Regulations.
 - b. The Commissioner of Finance shall monitor the use of all bond-financed facilities in order to (i) determine whether private business uses of such bond-financed facilities have exceeded the *de minimus* limits set forth in Section 141(b) of the Code as a result of leases and subleases, licenses, management contracts, research contracts, naming rights agreements or other arrangements which provide special legal entitlements to nongovernmental persons; and (ii) determine whether private security or payments that exceed the *de minimus* limits set forth in Section 141(b) of the Code have been provided by nongovernmental persons with respect to such bond-financed facilities. The Commissioner of Finance shall provide training and educational resources to any City staff that have the primary responsibility for the operation, maintenance or inspection of bond-financed facilities and as to the limitations on the private security or payments with respect to bond-financed facilities.
 - c. The Commissioner of Finance shall undertake the following with respect to each outstanding issue of tax-exempt governmental bonds: (i) an annual review of the books and records maintained by the City with respect to such bonds; and (ii) an annual physical inspection of the facilities financed with the proceeds of such bonds, conducted by the Commissioner of Finance with the assistance of any City staff who have the primary responsibility for the operation, maintenance or inspection of such bond-financed facilities.
4. Record Retention Requirements. The Commissioner of Finance shall collect and retain the following records with respect to each issue of tax-exempt governmental bonds and with respect to the facilities financed with the proceeds of such bonds: (i) audited financial statements of the City; (ii) appraisals, demand surveys or feasibility studies with respect to the facilities financed with the proceeds of such bonds; (iii) publications, brochures and newspaper

articles related to the bond financing; (iv) Paying Agent or trustee statements; (v) records of all investments and the gains (or losses) from such investments; (vi) Paying Agent or trustee statements regarding investments and investment earnings; (vii) reimbursement resolutions and expenditures reimbursed with the proceeds of such bonds; (viii) allocations of proceeds to expenditures (including costs of issuance) and the dates and amounts of such expenditures (including requisitions, draw schedules, draw requests, invoices, bills and cancelled checks with respect to such expenditures); (ix) contracts entered into for the construction, renovation or purchase of bond-financed facilities; (x) an asset list or schedule of all bond-financed depreciable property and any depreciation schedules with respect to such assets or property; (xi) records of the purchases and sales of bond-financed facilities; (xii) private business uses of bond-financed facilities that arise subsequent to the date of issue through leases and subleases, licenses, management contracts, research contracts, naming rights agreements or other arrangements which provide special legal entitlements to nongovernmental persons and copies of any such agreements or instruments; (xiii) arbitrage rebate reports and records of rebate and yield reduction payments; (xiv) resolutions or other actions taken by the City Council with respect to such bonds subsequent to the date of issue of such bonds; (xv) formal elections authorized by the Code or the Treasury Regulations that are taken with respect to such bonds; (xvi) relevant correspondence, including letters, faxes or e-mails, relating to such bonds; (xvii) documents relating to guaranteed investment contracts or certificates of deposit, credit enhancement transactions and financial derivatives entered into subsequent to the date of issue of such bonds; (xviii) bidding of financial products for investment securities; (xix) copies of each Form 8038-T and Form 8038-R filed with the IRS and any other forms or documents filed with the IRS; (xx) the transcript of proceedings prepared with respect to such bonds, including but not limited to (A) official statements, private placement documents or other offering documents, (B) minutes and resolutions, orders, ordinances or other similar authorizations for the issuance of such bonds, and (C) certification of the issue price of such bonds; and (xxi) documents related to government grants associated with the construction, renovation or purchase of bond-financed facilities.

The records collected by the Commissioner of Finance shall be stored in any format deemed appropriate by the Commissioner of Finance and shall be retained for a period equal to the life of the tax-exempt governmental bonds with respect to which the records are collected (which shall include the life of any bonds issued to refund any portion of such tax-exempt governmental bonds or to refund any refunding bonds) plus three (3) years. The Commissioner of Finance shall also collect and retain reports of any IRS examination of the City or any of its bond financings.

5. Remedies. In consultation with Bond Counsel, the Commissioner of Finance shall become acquainted with the remedial actions (including redemption or defeasance) under Section 1.141-12 of the Treasury Regulations to be utilized in the event that private use of bond-financed facilities exceeds the *de minimus* limits under Section 141(b)(1) of the Code. In consultation with Bond Counsel, the Commissioner of Finance shall become acquainted with the Tax Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31, 2008-11 I.R.B. 592, to be utilized as a means for an issuer to correct any post-issuance infractions of the Code and the Treasury Regulations with respect to outstanding tax-exempt governmental bonds.

6. Continuing Disclosure Obligations. In addition to its post-issuance obligations under applicable provisions of the Code and the Treasury Regulations, the City has agreed to provide continuing disclosure, such as annual financial information and material event notices, pursuant to an undertaking to provide continuing disclosure or similar document prepared by Bond Counsel and made a part of the transcript of proceedings with respect to each issue of tax-exempt governmental bonds that is subject to such continuing disclosure requirements. The undertaking to provide continuing disclosure is executed by the City to assist the underwriters of such bonds in meeting their obligations under Rule 15c2-12 of the Securities and Exchange Commission. The continuing disclosure obligations of the City are governed by the undertaking to provide continuing disclosure and by the terms of Rule 15c2-12. The Commissioner of Finance is primarily responsible for undertaking such continuing disclosure obligations and monitoring compliance with such obligations.
7. Other Post-Issuance Actions. If, after consultation with Bond Counsel, the Financial Advisor, the Rebate Analyst, the Mayor, the City Attorney or the City Council, the Commissioner of Finance determines that any additional action not identified in this Policy must be taken by the Commissioner of Finance to ensure the continuing tax-exempt status of any issue of tax-exempt governmental bonds, the Commissioner of Finance shall take such action. If, after consultation with Bond Counsel, the Financial Advisor, the Rebate Analyst, the Mayor, the City Attorney or the City Council, the Commissioner of Finance determines that this Policy must be amended or supplemented to ensure the continuing tax-exempt status of any issue of tax-exempt governmental bonds, the Commissioner of Finance shall recommend to the City Council that this Policy be so amended or supplemented.
8. Effective Date and Term. The effective date of this Policy is the date of approval by the City Council (December 5, 2011). This Policy shall remain in effect until superseded or terminated by action of the City Council.

VII. RESERVE FUNDS

For increased financial stability, the City of Saratoga Springs (City) desires to establish Reserve Funds as allowable by law. While it may be challenging to build and maintain such funds, it is a sign of fiscal stability and health to do so. Reserve Funds help ensure that the City maintains a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls, unanticipated economic downturns, emergencies and disasters, unexpected one-time expenditures, and/or one-time opportunities.

A. General

1. Establishment of Reserve Funds: Reserve Funds shall be established by Resolution presented by the Commissioner of Finance to the City Council for approval. Legal guidance should be sought when necessary to ensure that the Reserve is allowable and composed within the confines of NYS General Municipal and other applicable laws. The financial need or purpose of the Reserve should be identified, and the Reserve should fit within or complement the City's financial or capital plans.
2. Expenditure of Reserve Funds: Expenditure from Reserve Funds requires a Resolution presented by the Commissioner of Finance to the City Council for approval. The Resolution should name the reserve and describe its purpose, provide the amount to be expended, provide the purpose of the expenditure, state its compliance with the Reserve, and the Council's approval thereof. See Sample form R-1, "Use of Reserve Resolution". The appropriate budget, accounting entries and financial reports shall be disclosed.
3. Additions to Reserves: The Commissioner of Finance will present a resolution to the City Council that specifies the amount and reserve fund to be credited. The appropriate budget, accounting entries and financial reports shall be disclosed.
4. Investment of Reserve Funds: Investment of Reserve Fund shall follow the City's approved Investment Policy. Interest earned shall be accounted and reported for by individual reserve.
5. Review of Reserves: The Commissioner of Finance shall provide periodic financial reports on Reserve Funds, including review of balances, accumulations and expenditures, whether amounts are necessary and reasonable, and whether they are serving the purpose for which they were established. The Commissioner of Finance may make recommendations to the City Council for creating, funding, revising, transferring, or extinguishing Reserve Funds. Reserves will be properly reported and disclosed in the annual financial statements according to GAAP.
6. Year-End Reconciliation: Reserve funds that are appropriated into the City budget but remain unused shall remain in the Reserve.

B. Specific

Specific reserves may require individual consideration, for example, where certain responsibilities and obligations are delegated by Charter to particular departments, or by job title to particular positions. The following recommendations reflect this:

Insurance Reserve. The general purpose of an Insurance Reserve is to fund certain uninsured losses, claims, actions, or judgments for which the local government is authorized or required to purchase or maintain insurance, subject to several exceptions.

- a) Consultation: It is recommended that all resolutions for expenditures from Insurance Reserve Funds be approved by the Commissioner of Accounts and Director of Risk and Safety and the City Attorney prior to presentation to the City Council.
- b) Replenishment: It is recommended that the Commissioner of Finance review replenishment options for this reserve on an annual basis.
- c) Year-End Reconciliation: Insurance Reserve funds that are appropriated into the City budget but remain unused shall remain in the Insurance Reserve.

C. Special Legislation

If the City wants to use reserve funds as permitted by State Comptroller's program legislation, the Laws of 2020 Chapter 157 allow the local governments to transfer, by resolution, moneys from any reserve to pay for operating costs and other costs attributable to the State Disaster emergency. The steps required to utilize this law are enumerated therein. For your convenience, below is a summary of the current iteration of this law. Please refer to the NYS Local Law for exact requirements.

1. City Council pass a resolution naming the reserve(s), amounts to be transferred to the operating budget, effective date, purpose is to pay costs attributable to the State Disaster Emergency, and state that principal plus estimated interest will be repaid 20% each year for five years.
2. In the year the transfer of funds will occur, include principal amount on budget line A012-40511 Use of Restricted Reserve and budget expenses as you normally would. As expenses are incurred, move money from restricted cash (credit) to operating cash (debit).
3. Document the costs from the budget that will be covered and justify them. Maintain them in a spreadsheet. OSC did not provide examples of allowable costs.
4. Pay money back to the originating reserve within five fiscal years, starting with the fiscal year after transfer. (2022 start year.) Reimbursement must include estimated amount of interest the reserve would have earned.
5. In the payback years, include in the revenue budget, most likely property tax line, amount to pay back reserve. On the expense side budget the same amount on budget line A3829629-59962 Budgetary Provisions for Other Uses.

6. Annually transfer cash from the operating account to the restricted account and debit restricted cash and credit operating cash in the amount being paid back.

Sample Form R-1

USE OF RESERVE RESOLUTION

(For Expenditure of Capital Reserve Fund to Finance the Construction, Reconstruction or Acquisition of Buildings, or other established reserve)

WHEREAS, the City Council of the City of Saratoga Springs established the Capital Reserve Fund to Finance the Construction, Reconstruction or Acquisition of Buildings ("Buildings Reserve Fund") on November 7, 2006 to accumulate moneys to finance the cost of the construction, reconstruction, or acquisition of buildings and additions to or conversion thereof as described in subdivisions 11 and 12 of § 11.00 of the Local Finance Law; and

WHEREAS, the Council now finds that an expenditure of \$XX,XXX is required to complete a phase of the _____ project, including the _____ . This expenditure will be made in accordance with the purposes of the Buildings Reserve Fund;

NOW, THEREFORE, BE IT RESOLVED, that the above-described expenditure is hereby approved in accordance with the Capital Reserve Fund to Finance the Construction, Reconstruction or Acquisition of Buildings.

City Council Date: Month day, Year

Sample Form R-2

USE OF INSURANCE RESERVE

RESOLUTION

WHEREAS, the City Council of the City of Saratoga Springs established the INSURANCE Reserve Fund on October 15, 2013 pursuant to New York State General Municipal Law § 6-n “to make expenditures for any loss, claim, action or judgment for which the City of Saratoga Springs is authorized or required to purchase or maintain insurance pursuant to said statute”, and,

WHEREAS, certain property and casualty claims have been filed against the City, and said claims are below the City’s property and casualty insurance deductible. Expenditures for said claims remain due and owing, and said claims are of a kind or type that may be lawfully paid from the City’s INSURANCE Reserve Fund. There are currently [number of claims] such claims that total \$x,xxx.xx, as follows:

- *[optional; please list if you can]*
- *[optional; please list if you can]*
- *[optional; please list if you can]*

NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditures in the amount of \$ x,xxx.xx are hereby approved as authorized as in accordance with the INSURANCE Reserve Fund.

Ayes _____ Nays _____

[Date of City Council Approval]

Commissioner of Accounts _____ Date _____

City Attorney: _____ Date _____

VIII. AFFORDABLE CARE ACT

A. Background

Under the Affordable Care Act (ACA), beginning in 2015 employers with at least 50 full-time employees (or 50 full-time employee equivalents) will have to provide "qualified" health insurance coverage to their full-time employees and their dependents. Qualified coverage means that plans are "comprehensive" and "affordable".

If employers do not offer any coverage, they will be liable for a penalty of up to \$2,000 per employee (less the first 30 employees) where:

- at least one employee purchases coverage through a new state insurance exchange, and
- at least one employee makes a purchase with the assistance of federal subsidies.

If employers do offer coverage, but the coverage is not "qualified", they may still have to pay a penalty of up to \$3,000 for each employee who declines employment-based insurance *and* obtains government-subsidized coverage through an exchange, where:

- the employer's plan is not "comprehensive". This means the coverage must have an "actuarial value" of at least 60 percent, i.e. the employer pays on average at least 60 percent of health care expenses and the employee pays on average 40 percent of these expenses through deductibles and copayments, AND/OR
- the employees' premiums are not "affordable". This means that the employee's share of the premium must not exceed 9.5 percent of his or her annual household income.

Penalty amounts will be adjusted annually to reflect the growth in national insurance premium costs.

B. Policy

The City of Saratoga Springs has at least 50 full-time employees (or 50 full-time employee equivalents) and will have to continue to provide "qualified" health insurance coverage to full-time employees and their dependents, and ensure that coverage is in accordance with the ACA or face a possible penalty. In order to ensure that the City is in compliance with the ACA the City of Saratoga Springs has adopted this policy.

C. Definitions

1. Adequate coverage – The plan's actuarial value (the share of the total allowed costs the plan is expected to cover) is at least 60%.
2. Affordable coverage – The IRS defines affordable coverage as "Coverage under an employer-sponsored plan is affordable to a particular employee if the employee's required contribution to the plan for single coverage does not exceed 9.5 percent of household income." Since employers have little way of knowing an employee's household income, a safe harbor rule was added which allows the 9.5 percent to be calculated on one of three amounts: 1) employees W-2 box 1, or 2) employee's rate of pay, or 3) the Federal Poverty Level.

3. Full-time Employee – The IRS defines a full-time employee as an employee who works at least 30 hours per week, per month, on average. The ACA has specific rules by which the 30 hours may be measured over time.
4. Part-time Employee – Employees who are not full time.
5. Dependents – A child of an employee who has not attained the age of 26. Dependent does not include spouse.
6. Measurement Period – Time period of not less than three months and not more than 12 months, used to determine whether an employee is full-time or part time.
7. Administrative Period – Time period of up to 90 days to identify and enroll an employee who is deemed to be full-time.
8. Stability Period – The full-time status, as identified during the measurement period, remains in effect during the stability period so long as the worker remains an employee, regardless of how many hours are worked. It is a period of at least 6 months following the administrative period in which a penalty may be due relative to employees found to be full-time during the measurement period. (The stability period cannot be shorter in duration than the measurement period.) A penalty could be assessed during this time if all other criteria are not met, e.g. employee entered the exchange and received a premium tax credit and health insurance offered was not adequate or affordable.
9. Plan Sponsor – The plan sponsor is the health insurance carrier, such as MVP.

D. Health Insurance Coverage

1. Employee Categories: The health insurance coverage that the City offers an employee is based upon the employee's category. The City employs full-time and part-time employees and each has discrete categories.
 - a. *Full-Time Employees*: Employees in a full-time category are offered health insurance upon the start of employment for themselves, their dependents and their spouses. Coverage is effective upon the first day of employment. The type of plans offered, employee contributions, etc. are defined by the relevant collective bargaining agreements, council resolutions or other applicable agreements.

Full-time employees fall into one of the employee categories below:

- Mayor and Commissioners
- Non Union Full-time Personnel
- Police Administrative Officers
- Fire Administrative Officers
- Police Lieutenants, PBA
- Police Protective and Benevolent Association
- Firefighters
- CSEA DPW
- CSEA City Hall

- b. *Part-Time Employees*: Part-time/seasonal employees are typically required to work 20 or fewer hours per week and are not offered health insurance. They are not included in collective bargaining agreements, council resolutions or other applicable agreements.

Part-time and/or seasonal employees fall into the employee category below:

- Part-time/seasonal

- c. *Part-Time Employees who are determined to be Full-Time for the purposes of the ACA*: Part-time/seasonal employees who are identified as working 30 or more hours per week during the measurement period (see below) and determined to be full-time for the purposes of the ACA, will be offered a single-coverage plan that is the least expensive to the City of those plans that the City offers to employees in a full-time employee category.

The Part-time/seasonal employee *who is determined to be full-time for the purposes of the ACA* will be required to contribute 9.5% of their rate of pay for single coverage, or an amount that is otherwise defined as “affordable” under the ACA. If this part-time/seasonal employee wishes to enroll dependents, 100% of the dependent coverage will be paid by the part-time/seasonal employee. Coverage is not offered to spouses, and spouses are not considered dependents for the purposes of this policy.

Part-time and/or Seasonal Employees who are determined to be full-time employees for the purposes of the ACA fall into the category below:

- Part-time/seasonal except for the purposes of the ACA

2. Measurement Period: To determine whether an employee is full-time or part-time for the purposes of the ACA, the ACA allows the amount of time worked to be examined over a period of time. This is the measurement period, and, for all employee categories, it shall be from **10/01 - 09/30**.
3. Administrative Period: Employers are permitted to use a period of time to identify employees who must be offered health insurance and allow them to enroll. This is the administrative period, and it shall be from **10/01 - 12/31**. (The City's open enrollment occurs from 11/01 to 11/30. Coverage is effective on the following 01/01.)
4. Stability Period: Generally, if an employee is determined to be a full-time employee for the purposes of the ACA during the prior measurement period, health insurance coverage must be offered for a period of time. This is the stability period, and it shall be from **01/01-12/31**.
5. Adequate coverage: Annually, the City will use information available from the Department of Health and Human Services, insurance brokers, and plan sponsors to determine that the plans that the City offers are adequate as defined by the ACA.
6. Affordable coverage: Annually, the City will calculate the employee's contribution to the health plan, review the employee's rate of pay, and compare these amounts to ensure that the employee's contribution for single coverage does not exceed 9.5% of the employee's rate of pay.

In the event that the ACA revises its definition of “affordable coverage”, the City will review to

ensure that the coverage the City offers is “affordable” as defined under the ACA.

7. Declining Coverage: Any employee who declines health insurance coverage from the City shall sign a waiver indicating that they declined coverage for themselves and/or their dependents.
8. Reporting Requirements: The ACA created new reporting requirements under Internal Revenue Code (Code) section 6056. Under these rules, large employers must provide information to the IRS about health plan coverage they offer (or do not offer) to their employees. The effective date is 2015, with returns due by February 28, 2016.

Large employers must also provide each full-time employee with a written statement that includes the information relating to that employee (and dependents) that is required to be reported on the IRS return. The statement must be provided to full-time employees by January 31st following the calendar year for which the information was required to be reported to the IRS.

The IRS will use the information that employers report to verify employer-sponsored coverage and administer the shared responsibility provisions for large employers. The shared responsibility provisions impose penalties on large employers that do not offer affordable, minimum value coverage to their full-time employees and dependents.

The City will work with its insurance brokers and plan sponsors to ensure that proper reporting is provided to the IRS and full-time employees in a timely fashion.

9. Cadillac Tax: Beginning in 2022, high-value, or “Cadillac”, health plans will be subject to a 40 percent excise tax on premium on high-cost employer plans.

E. Review

The City Council will review this policy annually or as needed based on pertinent changes to the ACA.

Sources:

http://www.healthaffairs.org/healthpolicybriefs/brief.php?brief_id=42

Benefits Café. com Newsletter 2012

Congressional Research Service document dated July 22, 2013

http://www.lawleyinsurance.com/sites/lawleyinsurance/files/lbu/hcr-toolkit/Employer_Reporting_of_Health_Coverage.Pdf

IX. ACCOUNTING GUIDELINES FOR ALLOWABLE COSTS

A. Background

From time to time the City applies for and is awarded Federal and State funding. When awarded, these funds must be administered in accordance with applicable federal and state laws, regulations and directives. It is important to review all agreements closely to ensure the appropriate regulations are being meant.

One such Federal Regulation is Title 2 of the Code and Federal Regulations [Part 200 \(2 CFR 200\)—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#). Independent Auditors refer to 2 CFR 200 when reviewing Federal grants received by the City to ensure compliance. One requirement of 2 CFR 200 is to have written procedures for determining allowability of costs. This policy will address that as well as other items.

B. Funding Cycles

All Federal and State grants adhere to annual funding cycles and they differ due to their varying fiscal years. Federal and State fiscal years also vary from the City's fiscal year, which is the calendar year. It is important to pay attention to the award period to ensure grant programs are completed in the time period specified.

C. City Council Approval

The City Council must accept all grants and determine the match, if applicable.

D. Budgeting

Recording grants in the budget is essential. Both the revenue source(s) and appropriation(s) need to be established in order for the grant to be appropriately managed. Failure to establish the budget may result in delays.

1. Grant awards known at the time of budget development shall be included in the requested budget submission or written notification given to the Commissioner of Finance if the award becomes known after the request stage of the budget process.
2. For grants awarded after budget adoption, a budget amendment/transfer request form shall be completed and submitted to the Commissioner of Finance. If the grant is for a capital project, a capital budget amendment is required.

The budgeting provisions do not pertain to Community Development Office.

E. Allowable Costs

The City must ensure proper disbursement of, and accounting for, all grants. The City's procurement policy must be followed for all aspects of the disbursement and proper supporting documentation retained. Supporting documentation includes items such as quotes, RFP's, purchase orders, contracts, payroll records, vendor invoices, travel documentation, canceled checks, etc. Invoices which are being funded by a Grant must be paid and submitted to the granting agency for reimbursement timely and in the correct City fiscal year. Failure to record expenses in the proper period, expenses not paid according to policy and grant guidelines, among other things, can result in audit findings and loss of grant funding.

To be considered allowable for reimbursement, costs must meet the following general criteria:

1. Be necessary and reasonable for the performance of the award and be allocable.

2. Conform to any limitations or exclusions set forth in the Federal/State award as to types or amount of cost items.
3. Be consistent with policies and procedures.
4. Be accorded consistent treatment. A cost may not be assigned to a Federal/State award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal/State award as an indirect cost.
5. Be determined in accordance with generally accepted accounting principles (GAAP).
6. Must not be included as a cost in any other project or grant.
7. Be adequately documented.

F. Interest Earned

If funds are awarded in advance, the City may be required to return any interest earned on account. Refer to the grant agreement or contract the grant administrator to find out if interest needs to be returned and any provisions regarding how funds received in advance must be held by the City.

G. Records Retention

Supporting documentation must be retained in accordance with the City's records retention policy. Records must be accessible and available for audits.

For further guidance please refer to Finance Policy and Procedure Manual – Grant Administration.

X. CITY COUNCIL ASSIGNMENTS OF FUND BALANCE

Purpose

In Accordance with the City's Fund Balance Policy, Section V., the City Council may from time to time establish assignments of fund balance. Assigned fund Balance is defined as:

Assigned (Unrestricted)

- OSC believes that formal actions by the governing boards (resolutions, ordinances, and local laws) constitute a constraint of resources and will result in an assignment of resources.
- Encumbrances will typically be considered an assignment of fund balance.

Creating an Assignment

To create an assignment the City Council shall pass a resolution that includes a description, purpose, amount, effective date, etc.

Using an Assignment

To use an assignment the City Council shall approve a resolution or motion that states at least the purpose, amount of use, the amount in the assignment before and after the use, etc. This resolution/motion shall be placed on the Finance Commissioners agenda.

In addition the City Council shall approve a budget amendment placed on the Finance Commissioners agenda.

Financial Presentation

Assignments shall be listed as a restriction of fund balance on financial reports and statements in accordance with the Fund Balance Policy.

Specific Assignments:

Right Sizing Assignment Use

The City Council established an Assignment for Staffing Adjustments Due to Hire Dates, Training Requisites and New Requirements (Right-Sizing) on 11/01/2021.

The City Council requests new hires during the budget process; however, recruitment and hiring takes time and employees are not on payroll as of 01/01. To avoid unnecessarily taxing the citizens for a full year salary and benefits, all new hires, as well as any budget allocation for current positions that have been funded but unfilled for three or more years, will be put into the Right-Sizing Assignment rather than the General Fund Budget. A list of positions and budgeted amounts will be presented to Council for discussion and vote in conjunction with the budget approvals.

To utilize the Right Sizing assignment, the hiring Department will provide the Finance Office with an amendment request and a copy of the completed RPC. The Department will receive a pro-rated salary and benefit amount from hire date through the end

of the calendar year. The amount of the amendment request for any position will not exceed the total amount approved for that position by council vote.

Sample Form A-1

**A RESOLUTION TO CREATE AN ASSIGNMENT OF FUND BALANCE OF THE CITY
COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NY**

TO ESTABLISH AN ASSIGNMENT FOR _____

Be it resolved, by the City Council of the City of Saratoga Springs NY, as follows:

WHEREAS, the City Council wants to create an assignment of fund balance for the purpose _____,

WHEREAS, the funding will come from _____ and funds can be used for _____,

NOW THEREFORE BE IT RESOLVED, the City council establishes an Assignment for _____ in the amount of \$ _____. Funds can be used for _____.

AYES: _____

NAYS: _____

City Council Date: _____

Sample Form A-2

**A RESOLUTION TO USE AN ASSIGNMENT OF FUND BALANCE
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NEW YORK**

BE IT RESOLVED, by the City council of the City of Saratoga Springs New York wants follows:

1. The City Council established an Assignment of Fund Balance for _____ (“Assignment”), on (Adoption DATE). The balance in the assignment as of (Council Date) is \$_____.
2. Therefore the City Council agrees to use \$_____ for _____.
3. The balance remaining in the assignment will be \$_____.

AYES _____

NAYES _____

City Council Date: _____

XI. SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

BACKGROUND:

This GASB Statement 96 provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA.

DEFINITIONS:

SIBTA - A SBITA is defined as a contract that conveys control of the right to use another party's IT software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction.

Control of the right to use— requires both a right to obtain present service capacity from the use of the underlying IT assets and the right to determine the nature and manner of use of the underlying IT assets.

IT software – subscription-based information technology arrangements (SBITA) commonly include provisions such as remote access to software applications or cloud data storage and allows for temporary use that ends when the subscription expires.

Period of time – the subscription term is the period of time that the government has a non-cancellable right to use the underlying IT assets plus any periods that the government or vendor have the option to extend the contract and it is reasonably certain that the option will be exercised. .

PURPOSE:

GASB 96 helps to increase transparency in the accounting and disclosure for these contracts and reduce inconsistencies.

DETERMINATION:

The City will gather the contracts and establish a spreadsheet of data. The contracts will be loaded into third party software.

Determine if the software contract is excluded or not. See exclusion below.

b. Determine the contract length.

c. Determine the beginning date of the contract after July 1, 2022.

d. Determine the payment amounts.

e. Determine the Discount Rate.

f. Determine if the software contract is significant and should be accounted for under GASB96 criteria.

i. Subscription liability should be initially measured at the present value of subscription payments expected to be made during the subscription term.

ii. Subscription asset should be initially measured as the sum of (1) the initial

subscription liability amount, (2) payments made to the vendor at the commencement of the subscription term, and (3) capitalizable implementation costs, less any incentives received from the vendor at or before the commencement of the subscription term. Separately identifiable costs for maintenance and service contracts are not included.

RECORDING:

Under this GASB Statement #96, a government generally should recognize a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability. The City should recognize the subscription liability at the commencement of the subscription term, —which is when the subscription asset is placed into service. The subscription liability should be initially measured at the present value of subscription payments expected to be made during the subscription term. Future subscription payments should be discounted using the interest rate the SBITA vendor charges the City, which may be implicit, or the City's incremental borrowing rate (IBR) if the interest rate is not readily determinable. The City will determine the IBR and communicate that to the third party software vendor. The City should recognize amortization of the discount on the subscription liability as an outflow of resources (for example, interest expense) in subsequent financial reporting periods.

The subscription asset should be initially measured as the sum of (1) the initial subscription liability amount, (2) payments made to the SBITA vendor before commencement of the subscription term, and (3) capitalizable implementation costs, less any incentives received from the SBITA vendor at or before the commencement of the subscription term. A government should recognize amortization of the subscription asset as an outflow of resources over the subscription term.

Activities associated with a SBITA, other than making subscription payments, should be grouped into the following three stages, and their costs should be accounted for accordingly:

- Preliminary Project Stage, including activities such as evaluating alternatives, determining needed technology, and selecting a SBITA vendor. Outlays in this stage should be expensed as incurred.
- Initial Implementation Stage, including all ancillary charges necessary to place the subscription asset into service. Outlays in this stage generally should be capitalized as an addition to the subscription asset.
- Operation and Additional Implementation Stage, including activities such as subsequent implementation activities, maintenance, and other activities for a government's ongoing operations related to a SBITA. Outlays in this stage should be expensed as incurred unless they meet specific capitalization criteria.

In classifying certain outlays into the appropriate stage, the nature of the activity should be the determining factor. Training costs should be expensed as incurred, regardless of the stage in which they are incurred.

If a SBITA contract contains multiple components, the City should account for each component as a separate SBITA or non-subscription component and allocate the contract

price to the different components. If it is not practicable to determine a best estimate for price allocation for some or all components in the contract, the City should account for those components as a single SBITA.

This Statement requires a government to disclose descriptive information about its SBITAs other than short-term SBITAs, such as the amount of the subscription asset, accumulated amortization, other payments not included in the measurement of a subscription liability, principal and interest requirements for the subscription liability, and other essential information.

Effective Date and Transition:

The requirements of this Statement are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. So implementation for the City is fiscal year ending 12/31/2023.

EXCLUSIONS:

Standalone IT Support/ Maintenance service contracts that do not include the right to use an underlying IT asset.

- Contracts that convey control of right to use IT software and tangible assets that meet the definition of a lease in GASB Statement 87, where the software component is insignificant compared to the cost of the underlying tangible capital asset (for example, a computer with operating software or a smart copier that is connected to an IT system).
- Contracts that meet the definition of a public-private and public-public partnership and availability payment arrangements in GASB Statement 94.
- Licensing arrangements that provide a perpetual license to governments to use a vendor's computer software, which are subject to GASB Statement 51. A perpetual agreement gives the buyer the right to use the software for an indefinite amount of time (in perpetuity).
- Short-term SBITA contracts, under 12 months including exercised renewal periods.
- Governments that provide the right to use their IT software and associated tangible capital assets to other entities through SBITAs.

Other:

The City will utilize third parties to obtain necessary documentation. All records shall be retained for audit purposes. Auditors will be given guest access to third party software.

XII. Lease Agreements

Background:

Governmental Accounting Standards Board (GASB) Statement 87 redefines the term "lease" to establish a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. GASB Statement 87 supersedes the National Council on Governmental Accounting (NCGA) Statement 5, Accounting and Financial Reporting Principles for Lease Agreements of State and Local Governments. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources.

Definitions:

Lease – GASB Statement 87 defines a lease as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction.

Lease Term – The period during which a lessee has a noncancelable right to use an underlying asset, plus the following periods, if applicable:

1. Periods covered by a lessee's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessee will exercise that option.
2. Periods covered by a lessee's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessee will not exercise that option.
3. Periods covered by a lessor's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessor will exercise that option.
4. Periods covered by a lessor's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessor will not exercise that option.

Short-Term Lease – A lease that, at the commencement of the lease term, has a maximum possible term under the lease contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised.

Bargain Purchase Option - An option giving the lessee the opportunity to purchase the property at substantially below the expected fair value at the date the option may be exercised. It offers a price that seems so favorable at the date of the lease agreement that the option is reasonably certain to be exercised.

Guaranteed Residual Value - A guaranteed amount that the lessee assures the lessor will recover at the end of the lease term. Lessors often insert guaranteed residual value clauses to minimize risk. A guaranteed residual value and bargain purchase option are mutually exclusive; only one of the two can be in the same lease agreement (or neither will be in the lease agreement).

Future Minimum Lease Payments - The payments the lessee is obligated to make, or can be required to make. This amount includes the bargain purchase price or a guaranteed residual value, if applicable.

Executory Costs – Asset “ownership-type costs” such as insurance, taxes, or maintenance expense. If a portion of a lease payment represents executory costs, then this portion of the payment should be excluded when figuring the present value of lease payments.

Present Value – Current worth of future sums of money.

Fair Market Value – amount that could be received on the sale of an asset when willing and financially capable buyers and sellers exist and there are no unusual circumstances such as liquidation, shortages, and emergencies.

Policy:

Lessee Accounting

All contracts that meet the following criteria shall be reported as a lease. The asset and corresponding liability will be reflected in the financial statements of the State.

- Contract conveys control of the right to use another entity's nonfinancial asset (land, buildings, vehicles, equipment)
- For a period of time (one year or greater)
- In an exchange or exchange-like transaction (a lease would not be considered an exchange-like transaction if the market value of the leased asset is significantly more than the amount paid (i.e. lessee pays \$1))

Lessor Accounting

In order to properly account for and disclose leasing activities in the City's financial statements, leases, where the City is acting as a lessor, shall stipulate that the lessee must annually report all expenses incurred in any leasing agreement. Records shall be maintained for each City-owned asset leased to another party.

All contracts that meet the following criteria shall be reported as a lease. The asset will be reflected in the financial statements of the State and remain on the books.

- Contract conveys control of the right to use another entity's nonfinancial asset (land, buildings, vehicles, equipment)
- For a period of time (one year or greater)
- In an exchange or exchange-like transaction (a lease would not be considered an exchange-like transaction if the market value of the leased asset is significantly more than the amount paid i.e. lessee pays \$1)

Leases do not include contracts that transfer ownership at the end of the contract or short-term leases. Contracts transferring ownership of the underlying asset are accounted for as a financed purchase by the lessee. The lessee should expense short-term lease payments and the lessor should recognize revenue from the short-term lease payments.

Administrative Procedures

GASB Statement 87 requires the following reporting of leases greater than 12 months (including all possible options to extend):

Lessee Accounting

- As an asset, the lessee will record the value of the lease liability plus any prepayments and initial direct costs that are ancillary to place the asset in use.
- As a liability, the lessee will record the present value of any future lease payments, which includes
 - Fixed payments
 - Variable payments that are fixed in substance
 - Variable payments based on an index or rate, and any reasonably certain residual guarantees
 - Amounts that are reasonably certain of being required to be paid by the lessee under residual value guarantees
 - The exercise price of a purchase option if it is reasonably certain that the lessee will exercise that option
 - Payments for penalties for terminating the lease, if the lease term reflects the lessee exercising (1) an option to terminate the lease or (2) a fiscal funding or cancellation clause
 - Any lease incentives that reduce the amount a lessee is required to pay for a lease
 - Any other payments that are reasonably certain of being required based on an assessment of all relevant factors.

Identifying Interest Rate: The future lease payments should be discounted using the interest rate the lessor charges the lessee, which may be the interest rate implicit in the lease. If the interest rate cannot be readily determined by the lessee, the lessee's estimated incremental borrowing rate (IBR - an estimate of the interest rate that would be charged for borrowing the lease payment amounts during the lease term) should be used. The City will determine the IBR and communicate that to the third party software vendor.

The City shall record the value of the leased asset at the present value of future minimum lease payments.

Lessor Accounting

- The lessor will record the lease receivable, as well as continuing to record the leased asset as such.
- As a deferred inflow, the lessor will record a lease receivable in addition to any cash that is received up front that relates to a future period. Measurement of the lease receivable should include the following, if required by the lease:
 - Fixed payments
 - Variable payments that are fixed in substance
 - Variable payments based on an index or rate, and any reasonably certain residual guarantees
 - Residual value guarantee payments that are fixed in substance
 - Any lease incentives payable to the lessee.

Other:

The City will utilize third parties to obtain necessary documentation. All records shall be retained for audit purposes. Auditors will be given guest access to third party software.

Effective Date and Transition:

The requirements of this Statement are effective for fiscal years beginning after June 15, 2021, and all reporting periods thereafter. So implementation for the City is fiscal year ending 12/31/2022.

Timeline of Actions

<i>Section</i>	<i>Actions</i>	<i>Sections</i>	<i>Actions</i>
I.	Adopted July 7, 2015 Reviewed July 2016 Reviewed December 2017 Reviewed November 2018 Updated November 2019 Reviewed November 2020 Reviewed November 2021 Reviewed September 2022 Reviewed October 2023 Reviewed January 2024	VI.	Adopted December 5, Reviewed August 2012 Updated June 2013 Updated July 2014 Reviewed July 2015 Updated November 2015 Reviewed July 2016 Reviewed December 2017 Reviewed November 2018 Reviewed November 2019 Reviewed November 2020 Reviewed November 2021 Reviewed September 2022 Reviewed October 2023 Reviewed January 2024
II.	Adopted November 2003 Updated February 2005 Updated February 2006 Updated April 2007 Updated July 2008 Updated July 2009 Updated July 2010 Updated July 2011 Updated August 2012 Updated June, 2013 Reviewed July 2014 Updated July 2015 Updated July 19, 2016 Updated November 21, 2017 Reviewed November 2018 Reviewed November 2019 Reviewed November 2020 Reviewed November 2021 Reviewed September 2022 Updated October 2023 Updated January 2024	VII.	Adopted November 4, 2013 Updated July 2014 Reviewed July 2015 Reviewed July 2016 Updated December 2017 Reviewed November 2018 Updated November 2019 Updated November 2020 Reviewed November 2021 Updated September 2022 Reviewed October 2023 Updated January 2024
III.	Adopted June 21, 2011 Updated August 2012 Updated June 18, 2013 Reviewed July 2014 Reviewed July 2015 Reviewed July 2016 Reviewed December 2017 Reviewed November 2018 Updated November 2019	VIII.	Adopted November 19, 2013 Updated July 2014 Reviewed July 2015 Reviewed July 2016 Updated December 2017 Reviewed November 2018 Updated November 2019 Reviewed November 2020 Reviewed November 2021

III.con't	Reviewed November 2020 Updated November 2021 Reviewed September 2022 Reviewed October 2023 Reviewed January 2024	VIII.con't	Reviewed September 2022 Reviewed October 2023 Reviewed January 2024
IV.	Adopted August 7, 2012 Updated June 2013 Updated July 2014 Updated July 2015 Reviewed July 2016 Reviewed December 2017 Reviewed November 2018 Review October 2019 Reviewed November 2020 Reviewed November 2021 Reviewed September 2022 Reviewed October 2023 Reviewed January 2024	IX.	Adopted June 6, 2017 Reviewed November 2018 Updated November 2019 Reviewed November 2020 Reviewed November 2021 Updated September 2022 Reviewed October 2023 Reviewed January 2024
V.	Adopted August 16, 2011 Updated November 2012 Updated June 2013 Updated July 2014 Reviewed July 2015 Reviewed July 2016 Reviewed December 2017 Reviewed November 2018 Reviewed November 2019 Reviewed November 2020 Reviewed November 2021 Reviewed September 2022 Reviewed October 2023 Reviewed January 2024	X.	Adopted October 17, 2023 Updated January 2024
		XI.	Adopted January 2024
		XII.	Adopted January 2024



**CITY OF
SARATOGA SPRINGS**

**OFFICE OF THE
COMMISSIONER OF FINANCE**

**FINANCE POLICIES
2024**

Amended & Approved, January 16, 2024

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I. Accounting, Auditing, & Financial Reporting

The City shall maintain a system of financial monitoring, control, and reporting for all operations and funds in order to provide an effective means of ensuring that overall goals and objectives are met and to ensure timely reporting of financial information.

Accounting

City Charter 4.3.1: "The Commissioner of Finance shall maintain and supervise the general accounting system for the City government and each of its offices, departments, and entities in accordance with the uniform system of accounts prescribed by the State Comptroller. The Commissioner shall keep books for and, together with the Council, exercise financial budgetary control over each office, department, and entity."

1. The City will maintain its accounting records in accordance with state and federal laws as well as the City Charter. Budgetary reporting will be in accordance with the City Charter and the State's budget laws and regulations and compatible with the needs of financial reporting.
2. The Commissioner of Finance shall make procedural decisions to specific accounting treatments, such as estimates, interpretation of accounting principles, and the design of the general ledger and chart of accounts.
3. The City does maintain procedural policies, which follow in other sections of this manual, for accounting items such as, Fund Balance, Investments and Debt. Guidance on Accounts Receivables can be found in the Finance Policy and Procedure Manual.

Auditing

An independent audit provides a reasonable assurance that the financial statements are reliable. The audit shall encompass all City operations.

City Charter 4.3.3: "The City shall have a financial statement and single audit conducted annually by an independent auditing firm. The Commissioner of Finance shall solicit proposals from accounting firms on the basis of scope of services approved by the Council, which shall award the contract on the basis of best services offered at most reasonable cost. The Commissioner or the Commissioner's designee shall coordinate the annual audit, which shall be made available to the public not later than five business days after issuance by the independent auditors, and not later than the first public hearing on the upcoming budget. The annual audit shall be accompanied by a management letter, and the Commissioner of Finance or the Commissioner's designee shall coordinate a response, which shall be made available for public review not later than 45 business days after the issuance of the letter."

1. The audit contract may be for a period of three to five years.

2. Other financial audits conducted by State or Federal agencies will be coordinated with the Commissioner of Finance. Required responses to audits will be coordinated by the Commissioner of Finance and reports will be released timely.

Financial Reporting

City Charter 4.3.9: "The Commissioner of Finance shall submit to the Council, for each quarter, a written financial report on the status of the City's financial plan. Such financial plan shall include a comparison of estimated and actual income and expenditures to date and shall be submitted within 45 days after the end of each quarter. Each quarterly summary shall be forwarded to the City Clerk's office and shall be available for public review."

1. Quarterly financial reports will be submitted to the City Council as stated above and presented at a City Council meeting. Quarterly reports will be reported on a cash basis, provide an actual to budget comparison for all funds, and a summary of the activity.
2. The City will annually report its financial condition and results of operations in accordance with State regulations and generally accepted accounting principles (GAAP) applicable to governments. Reporting in conformity with GAAP makes the City's information more accessible to outside stakeholders.
3. Copies of the quarterly financial reports and annual audit shall be made available on the City's website and distributed to interested parties, such as Financial Advisors, State, and Federal agencies, as deemed necessary.

City Charter 4.3.8: "If at any time during the fiscal year it appears probable to the Commissioner of Finance that revenues available will be insufficient to meet the amount appropriated, the Commissioner shall report this to the Council without delay. The Commissioner shall indicate the estimated shortfall, the remedial action taken by the Commissioner, and the Commissioner's recommendations for steps to be taken to eliminate or reduce the shortfall. The Council shall take such further action it deems necessary to prevent or minimize any deficit, and for that purpose may by resolution reduce one or more appropriation as allowed by law."

In addition, any major budgetary exceptions, positive or negative, will be reported timely by the Commissioner of Finance to the City Council and advise of the impact and propose any necessary action.

II. INVESTMENT POLICY– City Charter Section 4.2.4

I. SCOPE

This investment policy applies to all moneys and other financial resources available for deposit and investment by the City on its own behalf or on the behalf of any other entity or individual.

II. OBJECTIVES

The primary objectives of the City's investment activities are, in priority order,

- To conform with all applicable federal, state and other legal requirements
- To adequately safeguard principal
- To provide sufficient liquidity to meet all operating requirements; and
- To obtain a reasonable rate of return.

III. DELEGATION OF AUTHORITY

The City Council's responsibility for administration of the investment program is delegated to the Commissioner of Finance, or the appropriate designee of the Commissioner of Finance, who shall establish written procedures for the operation of the investment program consistent with these investment policies. Such procedures shall include internal controls to provide a satisfactory level of accountability based upon records incorporating description and amounts of investments, the fund(s) for which they are held, the place(s) where kept, and other relevant information, including dates of sale or disposition and amounts realized. In addition, the internal control procedures shall describe the responsibilities of authority for key individuals involved in the investment program.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the City to govern effectively.

Investments shall be made with prudence, diligence, skill, judgment and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from any personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the policy of the City to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

The City Council shall establish appropriate limits for the amount of investments which can be made with each financial institution or dealer, and shall evaluate this listing at least annually.

VI. INTERNAL CONTROLS

It is the policy of the City for all moneys collected by any officer or employee of the government to transfer those funds to the Commissioner of Finance within five (5) business days of deposit, or as established in the applicable internal controls for cash receipting policy adopted by the City Council, or within the time period specified in law, whichever is shorter.

The Commissioner of Finance is responsible for establishing and maintaining internal control procedures to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization, properly recorded, and managed in compliance with applicable laws and regulations.

VII. DESIGNATION OF DEPOSITARIES

The banks and trust companies that are authorized for the deposit of moneys, and the maximum amount which may be kept on deposit at any time, are:

Depository Name	Maximum Amount
Adirondack Trust Company	\$50,000,000.00
NBT Bank	\$10,000,000.00
Saratoga National Bank & Trust Company	\$-10,000,000.00

VIII. SECURING DEPOSITS AND INVESTMENTS

All deposits and investments at a bank or trust company, including all demand deposits, certificates of deposit and special time deposits (hereinafter, collectively, "deposits") made by officers of the City that are in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured by:

1. By a pledge of "eligible securities" with an aggregate "market value", (as provided by General Municipal Law, §10) that is at least equal to the aggregate amount of deposits by the officers. See schedule A of this policy for a listing of "eligible securities".

IX. COLLATERALIZATION AND SAFEKEEPING

Eligible securities used for collateralizing deposits made by officers of the City shall be held by a third party bank or trust company and subject to security and custodial agreements.

The security agreement shall provide that eligible securities (or the pro rata portion of a pool of eligible securities) are being pledged to secure such deposits together with agreed-upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities (or the pro rata portion of a pool of eligible securities) may be sold, presented for payment, substituted or released and the events which will enable the City to exercise its rights against the pledged securities.

In the event that the securities are not registered or inscribed in the name of the City, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the City or its custodial bank or trust company. Whenever eligible securities delivered to the custodial bank or trust company are transferred by the entities on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of the obligations, then the records of the custodial bank or trust company shall be required to show, at all times, the interest of the City in the securities (or the pro rata portion of a pool of eligible securities) as set forth in the security agreement.

The custodial agreement shall provide that securities (or the pro rata portion of a pool of eligible securities) will be held by the bank or trust company as agent of, and custodian for, the City, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt, substantiation or release of the collateral and it shall provide for the frequency of revaluation of collateral by the custodial bank or trust company and for the substitution of collateral when a change in the rating of a security may cause ineligibility. The security and custodial agreements shall include all other provisions necessary to provide the City with a perfected security interest in the eligible securities and to otherwise secure the City's interest in the collateral, and may contain other provisions that the City Council deems necessary.

X. PERMITTED INVESTMENTS

As authorized by General Municipal Law, §11, the City authorizes the Commissioner of Finance to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York
- Obligations of the United States of America
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America
- Obligations of the State of New York

- Certificates of Deposit obtained through a depository institution that has a main office or branch office in the State of New York and that contractually agrees to place the funds in federally insured depository institutions through a qualified Reciprocal Deposit program such as the Certificate of Deposit Account Registry Service, or CDARS.
- Savings and/or demand deposit accounts placed through a depository institution that has a main office or branch in the State of New York and that contractually agrees to place funds in federally insured depository institutions through a qualified Reciprocal Deposit program such as the savings option of the Insured Cash Sweep service, or ICS.

All investment obligations shall be payable or redeemable at the option of the City within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable in any event at the option of the City within two years of the date of purchase. Time deposit accounts and certificates of deposit shall be payable within such times as the proceeds will be needed to meet the expenditures for which the moneys were obtained, and shall be secured as provided in Sections VIII and IX herein.

Except as may otherwise be provided in a contract with bondholders, any moneys of the City authorized to be invested may be commingled for investment purposes, provided that any investment of commingled moneys shall be payable or redeemable at the option of the City within such times as the proceeds shall be needed to meet expenditures for which such moneys were obtained, or as otherwise specifically provided in General Municipal Law section 11. The separate identity of the sources of these funds shall be maintained at all times and income received shall be credited on a pro rata basis to the fund or account from which moneys were invested.

Any obligation that provides for the adjustment of its interest rate on set dates to be payable or redeemable on the date on which the principal amount can be recovered through demand by the holder.

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

All financial institutions and dealers with which the City transacts business shall be creditworthy, and have an appropriate level of experience, capitalization, size, and other factors that make the financial institution or the dealer and qualified to transact business with the City. The Commissioner of Finance shall evaluate the financial position and maintain a listing of proposed depositories, trading partners and custodians. Recent Reports of Condition and Income (call reports) shall be obtained for the proposed banks, and security dealers that are not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York federal Reserve Bank, as primary dealer.

The City shall maintain a list of financial institutions and dealers approved for investment purposes, and establish appropriate limits to the amounts of investments that can be made with each financial institution.

XII. PURCHASE OF INVESTMENTS

The Commissioner of Finance is authorized to contract for the purchase of investments:

1. Directly from an authorized trading partner
2. By participation in a cooperative investment agreement with other authorized municipal corporations pursuant to Article 5-G of the General Municipal Law and in accordance with the Article 3-A of the General Municipal Law.

All purchased obligations, unless registered or inscribed in the name of the City, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the City by the bank or trust company.

Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, §10 (3)(a). The agreement shall provide that securities held by the bank or trust company, as agent of, and custodian for, the City, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing for any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to secure the City's perfected interest in the securities, and the agreement may also contain other provisions that the City Council deems necessary. The security and custodial agreements shall also include all other provisions necessary to provide the City with a perfected interest in securities.

The Commissioner of Finance can direct the bank or trust company to register and hold the evidences of the investments in the name of its nominee, or may deposit or authorize the bank or trust company to deposit, or arrange for their deposit with a federal reserve bank or other book-entry transfer system operated by a federally regulated entity. The records of the bank or trust company shall show, at all times, the ownership of such evidences of investments, and they shall be, when held in the possession of the bank or trust company, at all times, kept separate from the assets of the bank or trust company. All evidences of the investments delivered to a bank or trust company shall be held by the bank or trust company pursuant to a written custodial agreement as set forth in the General Municipal Law Section 10(3) (a), and as described earlier in this section. When any such evidences of the investments are so registered in the name of a nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

XIII. COURIER SERVICE

The Commissioner of Finance may, subject to approval of the City Council by resolution, enter into a contract with a courier service for the purpose of causing the deposit of public funds with a bank or trust company. The courier service shall be required to obtain a surety bond for the full amount entrusted to the courier, payable to the City and executed by an insurance company authorized to do business in the State of New York, with a claims-paying ability that is rated in the highest rating category by at least two nationally recognized statistical rating organizations, to insure against any loss of public deposits entrusted to the courier service for the deposit or failure to deposit the full amount entrusted to the courier service.

The City may agree with the depository bank or trust company that the bank or trust company will reimburse all or part of, but not more than, the actual cost incurred by the City in transporting items for deposit through a courier service. Any such reimbursement agreement shall apply only to a specified deposit transaction, and may be subject to such terms, conditions and limitations as the bank or trust company deems necessary to ensure sound banking practices, including, but not limited to, any terms, conditions or limitations that may be required by the banking department or other federal or State authority.

XIV. ANNUAL REVIEW AND AMENDMENTS

The City shall review this investment policy annually, and it shall have the power to amend this policy at any time.

XV. DEFINITIONS

The terms “public funds”, “public deposits”, “bank”, “trust company”, “eligible securities”, “eligible surety binds”, and “eligible letter of credit” shall have the same meanings as set forth in General Municipal Law Section 10.

Schedule A
Schedule of Eligible Securities for Collateralizing Deposits and Investments in excess of FDIC Coverage (See Investment Policy, Section VIII)

City of Saratoga Springs

~~October 2023~~January

2024

1. Obligations issued, or fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
2. Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of insurance or guaranty.
3. Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of this State or obligations of any public benefit corporation, which under a Specific State statute may be accepted as security for deposit of public moneys.
4. Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
5. Obligations of the Commonwealth of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
6. Obligations of counties, cities and other governmental entities of another state having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
7. Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
8. Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
9. Commercial paper and bankers' acceptances issued by a bank (other than the Bank with which the money is being deposited or invested) rated in the highest short-term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
10. Zero-coupon obligations of the United States government marketed as "Treasury STRIPS".
11. Obligations issued or fully guaranteed by the International Bank of Reconstruction and Development, the Inter-American Bank, the Asian Development Bank, and the African Development Bank.

III. DEBT

Purpose:

The purpose of this policy is to set forth the City's policy in regard to structuring, issuing and maintaining debt in order to achieve the most cost effective method of financing for the taxpayers. This policy does not apply to debt issued by the City Center Authority.

Conditions for Debt Issuances:

The City will consider the use of debt financing for one-time capital improvement projects, following the recommendation of the Capital Committee and approval of the City Council. The asset(s) being financed must meet the criteria outlined in the City's Capitalization Policy. RIDER

Restrictions on Long Term Debt Issuances:

Factors that favor pay as you go financing, instead of long term debt financing, include circumstances where:

- The project can be adequately funded from available current revenues and fund balances.
- The project can be completed in an acceptable timeframe given the available resources.
- Additional debt levels could adversely affect the City's credit rating or repayment resources.
- Market conditions are unstable or suggest difficulties in marketing debt.

Financial Limitations:

The City will adhere to Charter limitations on bonding capacities as outlined in section 11.2 of Title 11 and the Local Finance Law.

Long-Term Debt Structuring:

1. The debt repayment schedule shall be structured so as to achieve substantially level or declining annual payments, to aid in budgeting and planning, whenever possible.
2. The City will not issue debt for a longer amortization period than the period of probable usefulness of the asset, determined in accordance with section 11.00 of the Local Finance Law.
3. Debt payments will be budgeted and levied for in the debt service fund, except payments of water, sewer or special assessment district debt, which will be budgeted and levied in their respective funds.

Long-Term Debt Issuance:

1. The authority to issue debt is given to the Commissioner of Finance in Title 4 of the City Charter.
2. Long-term debt shall be issued when deemed necessary and adequate based on such factors as trends in financial performance, service levels, tax and revenue base, and impact of debt on the financial outlook of the City. The timing of the bond issuance will be coordinated with the Capital Committee called for under section L of Title 3 of the City Charter, the City's Financial Advisor and the City's Bond Counsel. Short term debt shall be

issued when deemed necessary and adequate based on cash flow, financial performance, and any other factors as deemed necessary by the Commissioner of Finance.

3. The sale of debt shall be sold publicly, unless the amount being issued does not exceed \$5,000,000 (five million dollars) or if the bonds are being sold to the US Government or to another purchaser described in section 57.00 of the Local Finance Law, in which case a negotiated sale may be used.
4. Credit ratings will be obtained when deemed necessary by the Commissioner of Finance and in consultation with the City's Financial Advisor. Credit ratings generally will not be used for private placement debt.
5. When deemed necessary by the Commissioner of Finance, the City may contract with financial advisors and bond counsels to aid in the planning, issuance and management of debt.

Debt Management: (Refer to the City's Post Issuance Policy for further details on Debt Management.)

1. The City shall pay all interest and debt repayments in accordance with the terms of a bond or note.
2. The proceeds from the sale of debt shall be invested, deposited and used by the Commissioner of Finance in accordance with Title 4 of the City Charter, the City's Investment Policy, and in accordance with the Local Finance Law and the General Municipal Law. Proceeds will be invested separately and distinctly from other City funds and in accordance with the City's Post Issuance Policy.
3. The City will maintain a policy of full disclosure in financial reports and bond or note prospectuses and in accordance with the City's Post Issuance Policy.
4. The City will maintain communications with bond rating agencies, fiscal advisors and bond counsels and continue to strive for improvements in the City's bond rating.
5. The City will seek refinancing of outstanding debt if it is determined that the City will benefit by reduced interest expense over the remaining life of the bonds or to reduce principal outstanding to achieve debt service savings when resources are available.
6. A calculation of the City's debt limit and future bonding capacity shall be prepared annually and included in the Comprehensive budget called for under section 4.4.4 of Title 4 of the City Charter.

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The City will also consider the use of debt financing for cash flow purposes when necessary, as authorized by the Local Finance Law.

Review:

This policy shall be reviewed annually by the City Council.

IV. CYBER SECURITY BREACH NOTIFICATION

The City of Saratoga Springs values the protection of private information of individuals. The City of Saratoga Springs is required to notify an individual when there has been or is reasonably believed to have been a compromise of the individual's private information in compliance with the Information Security Breach and Notification Act and this policy. This policy is consistent with the State Technology Law, section 208, as added by Chapters 442 and 491 of the laws of 2005. This policy requires notification to impacted New York residents and non-residents.

1. The City of Saratoga Springs, after consulting with Cyber Security and Critical Infrastructure Coordination ("CSCIC") to determine the scope of the breach and restoration measures, shall notify an individual when it has been determined that there has been, or is reasonably believed to have been a compromise of private information through unauthorized disclosure.

"Private information" shall mean personal information in combination with any one or more of the following data elements, when either the personal information or the data element is not encrypted or encrypted with an encryption key that has also been acquired:

- social security number;
- driver's license number or non-driver identification card number;
- or account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account.
- birthdate

"Private information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

2. A compromise of private information shall mean the unauthorized acquisition of unencrypted computerized data with private information.
3. If encrypted data is compromised along with the corresponding encryption key, the data shall be considered unencrypted and thus fall under the notification requirements.
4. Notification may be delayed if a law enforcement agency determines that the notification impedes a criminal investigation. In such case, notification will be delayed only as long as needed to determine that notification no longer compromises any investigation.
5. The City of Saratoga Springs will notify the affected individual. Such notice shall be directly provided to the affected persons by one of the following methods:

- Written notice;
 - Electronic notice, provided that the person to whom notice is required has expressly consented to receiving said notice in electronic form and a log of each such notification is kept by the City of Saratoga Springs personnel who notifies affected persons in such form;
 - Telephone notification provided that a log of each such notification is kept by the City of Saratoga Springs personnel who notifies affected persons; or
 - Substitute notice, if the City of Saratoga Springs demonstrates to the State Attorney General that the cost of providing notice would exceed two hundred fifty thousand dollars, or that the affected class of subject persons to be notified exceeds five hundred thousand, or the City of Saratoga Springs does not have sufficient contact information. Substitute notice shall consist of all the following:
 - A. E-mail notice when the City of Saratoga Springs has an e-mail address for the subject persons
 - B. conspicuous posting of the notice on the City of Saratoga Springs's web site page, if the City of Saratoga Springs maintains one; and
 - C. notification to major statewide media
6. The City of Saratoga Springs shall notify CSCIC as to the timing, content, and distribution of the notices and approximate number of affected persons.
 7. The City of Saratoga Springs shall notify the Attorney General and the Consumer Protection Board, whenever notification to a New York resident is necessary, as to the timing, content, and distribution of the notices and approximate number of affected persons.
 8. Regardless of the method by which notice is provided, such notice shall include contact information for the City of Saratoga Springs personnel making the notification and a description of the categories of information that were, or are reasonably believed to have been, acquired by a person without valid authorization, including specification of which of the elements of personal information and private information were, or are reasonably believed to have been, so acquired.
 9. This policy also applies to information maintained on behalf of the City of Saratoga Springs by a third party. In the event of a breach of information being stored by a 3rd party, the City will coordinate with the 3rd party to make sure that notice is being provided in compliance with this policy.
 10. When more than five thousand New York residents are to be notified at one time, the City of Saratoga Springs shall notify the consumer reporting agencies as to the timing, content, and distribution of the notices and the approximate number of affected individuals. This notice, however, will be made without delaying notice to the individuals.

V. FUND BALANCE

1. General Fund

A. Purpose:

For increased financial stability, the City of Saratoga Springs (City) desires to manage its financial resources by establishing a fund balance policy for the General Fund. This will ensure the City maintains a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls, unexpected one-time expenditures, emergencies and disasters.

B. Background:

The Governmental Accounting Standards Board (GASB) issued GASB Statement Number 54, Fund Balance Reporting and Governmental Fund Type Definitions. Statement 54 abandons the reserved and unreserved classifications of fund balance and replaces them with five new classifications for Governmental Funds: non-spendable, restricted, committed, assigned and unassigned. The last three classifications comprise the unrestricted fund balance. The statement went into effect June 30, 2011.

In April 2011 the Office of the State Comptroller (OSC) issued guidance on Fund Balance Reporting and Governmental Fund Type Definitions. The guidance addressed how the changes in GASB 54 were being implemented in the Annual Update Document and the effects on local government reporting.

C. Definitions:

1. Fund Balance – Consists of the measurement of available resources and represents the difference between total assets and total liabilities.
2. Non-spendable – Consists of the amounts that cannot be spent because they are in a non-spendable form.
3. Restricted – Consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by certain creditors, grantors, contributors, or laws and regulations of other governments; or through constitutional provisions or enabling legislation.
4. Committed (Unrestricted) – Consists of amounts constrained to specific purposes by a government itself using its highest level decision making authority (City Council). The City Council must take formal action before the end of the fiscal year to add or remove a constraint.

5. Assigned (Unrestricted) – Consists of amounts that are subject to a purpose constraint that represents an intended use established by the government’s highest level decision making authority (City Council), or by the Council’s designated body or official. The purpose of the assignment must be narrower than the purpose of the general fund. In funds other than the general fund, assigned fund balance will be the residual amount of fund balance.
6. Unassigned (Unrestricted) – This consists of all balances remaining after considering the other four categories for the general fund and could result in a surplus or a deficit. Use is least constrained in this category. In funds other than the general fund, the unassigned classification should only be used to report a deficit balance.

D. Classifications:

1. Non-spendable
 - prepaid insurance
 - inventory
2. Restricted (Reserves)
 - Capital Reserves
 - Tax Stabilization Reserves
 - Debt Reserves
 - Repair Reserves
 - Insurance Reserve
 - Retirement Reserves
 - and other reserves allowed by State statutes.
3. Committed (Unrestricted)
4. Assigned (Unrestricted)
 - OSC believes that formal actions by the governing boards (resolutions, ordinances, and local laws) constitute a constraint of resources and will result in an assignment of resources.
 - Encumbrances will typically be considered an assignment of fund balance.
5. Unassigned (Unrestricted)
 - All other unassigned fund balances.

E. Policy:

1. Reserves

- a. The City shall strive to maintain a level of reserves to guard its citizens against a service disruption because reserves are essential to dealing with unforeseen emergencies or changes in condition
- b. Funding of reserves can come from surplus funds (excess of revenues over expenditures or one-time revenues) or other sources as designated by the City Council.
- c. All expenditures from or uses of reserve will require prior Council approval by adoption of Use of Reserve Resolution.
- d. Reserves shall only be used for the purpose in which they are intended.

2. Unassigned (Unrestricted) Fund Balance

- a. The unrestricted unassigned fund balance range for the General Fund shall be not less than 10.00% and not more than 25.00% of the total adopted budgeted expenditures of the General Fund.
- b. The Commissioner of Finance shall annually calculate and verify the City Council's compliance with this policy. In determining compliance, the following formula will be used: the audited balance available in the unrestricted unassigned fund balance of the City's General Fund for the most recently audited fiscal year, divided by the adopted expenditure budget for the ensuing fiscal year for the City's General Fund.
- c. The Commissioner of Finance shall report annually to the City Council the results of the calculation and make recommendations for the use of funds in the event of a surplus or the replenishment of funds in the event of a deficit.
- d. **Surplus:** In the event the unrestricted unassigned fund balance of the City's general fund exceeds the maximum requirements, the excess may be utilized for any lawful purpose approved by the City Council. In order to minimize the long term effect of such use, the excess shall be appropriated to fund one time expenditures or expenses which do not result in recurring operating costs, or other onetime costs including the establishment or increase in legitimate restrictions (reserves) of fund balance.
- e. **Deficit:** In the event the unrestricted unassigned fund balance for the City's general fund falls below the minimum requirement of 10% for any fiscal year, the Commissioner of Finance shall prepare and submit to the City Council a plan to restore the balance to the minimum target level in the next budget year or other appropriate period of time.

3. Application of Funds:

In instances where expenditures are incurred that will require the funding sources to be comprised of two or more types of fund balance categories, the order of exhaustion of the fund will be as follows:

1. Restricted
2. Committed
3. Assigned
4. Unassigned

F. Review:

This policy will be presented by the Commissioner of Finance annually for review and adoption by the City Council.

2. Water and Sewer Funds

A. Purpose:

For increased financial stability, the City of Saratoga Springs (City) desires to manage its financial resources by establishing a fund balance policy for the Water and Sewer Funds. This will ensure the City maintains a prudent level of financial resources to protect against reducing service levels or raising rates and fees because of temporary revenue shortfalls, unexpected one-time expenditures, emergencies and disasters.

B. Background:

The Governmental Accounting Standards Board (GASB) issued GASB Statement Number 54, Fund Balance Reporting and Governmental Fund Type Definitions. Statement 54 abandons the reserved and unreserved classifications of fund balance and replaces them with five new classifications for Governmental Funds: non-spendable, restricted, committed, assigned and unassigned. The last three classifications comprise the unrestricted fund balance. The statement went into effect June 30, 2011.

In April 2011 the Office of the State Comptroller (OSC) issued guidance on Fund Balance Reporting and Governmental Fund Type Definitions. The guidance addressed how the changes in GASB 54 were being implemented in the Annual Update Document and the effects on local government reporting.

C. Definitions:

1. Fund Balance – Consists of the measurement of available resources and represents the difference between total assets and total liabilities.
2. Non-spendable – Consists of the amounts that cannot be spent because they are in a non-spendable form.
3. Restricted – Consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by certain creditors, grantors, contributors, or laws and regulations of other governments; or through constitutional provisions or enabling legislation.
4. Committed (Unrestricted) – Consists of amounts constrained to specific purposes by a government itself using its highest level decision making authority (City Council). The City Council must take formal action before the end of the fiscal year to add or remove a constraint.

5. Assigned (Unrestricted) – Consists of amounts that are subject to a purpose constraint that represents an intended use established by the government’s highest level decision making authority (City Council), or by the Council’s designated body or official. The purpose of the assignment must be narrower than the purpose of the general fund. In funds other than the general fund, assigned fund balance will be the residual amount of fund balance.
6. Unassigned (Unrestricted) – This consists of all balances remaining after considering the other four categories for the general fund and could result in a surplus or a deficit. Use is least constrained in this category. In funds other than the general fund, such as the Water and Sewer funds, the unassigned classification should only be used to report a deficit balance.

D. Classifications:

1. Non-spendable
 - prepaid insurance
 - inventory
2. Restricted (Reserves)
 - Capital Reserves
 - Tax Stabilization Reserves
 - Debt Reserves
 - Repair Reserves
 - Insurance Reserve
 - Retirement Reserves
 - and other reserves allowed by State statutes.
3. Committed (Unrestricted)
 - OSC believes that in most cases, local governments will not have committed fund balance to report primarily due to the fact that reserves are allowed by State statutes.
4. Assigned (Unrestricted)
 - OSC believes that formal actions by the governing boards (resolutions, ordinances, and local laws) constitute a constraint of resources and will result in an assignment of resources.
 - Encumbrances will typically be considered an assignment of fund balance.
 - Residual amount of fund balances.
5. Unassigned (Unrestricted)
 - All deficit fund balances.

E. Policy:

1. Reserves

- a. The City shall strive to maintain a level of reserves to guard its users against a service disruption because reserves are essential to dealing with unforeseen emergencies or changes in condition
- b. Funding of reserves can come from surplus funds (excess of revenues over expenditures or one-time revenues) or other sources as designated by the City Council.
- c. All expenditures from or uses of reserve will require prior Council approval by adoption of Use of Reserve Resolution.
- d. Reserves shall only be used for the purpose in which they are intended.

2. Assigned) Fund Balance – Residual amounts

- a. The assigned fund balance residual amounts range for the Water and Sewer Funds shall be not less than 10.00% and not more than 25.00% of the total adopted budgeted expenditures of the Water and Sewer Funds, respectively.
- b. The Commissioner of Finance shall annually calculate and verify the City Council's compliance with this policy. In determining compliance, the following formula will be used: the audited balance available in the assigned fund balance residual amount of the City's Water and Sewer Funds for the most recently audited fiscal year, divided by the adopted expenditure budget for the ensuing fiscal year for the City's Water and Sewer Funds, respectively.
- c. The Commissioner of Finance shall report annually to the City Council the results of the calculation and make recommendations for the use of funds in the event of a surplus or the replenishment of funds in the event of a deficit.
- d. **Surplus:** In the event the assigned fund balance residual amounts of the City's Water and/or Sewer funds exceeds the maximum requirements, the excess may be utilized for any lawful purpose approved by the City Council. In order to minimize the long term effect of such use, the excess shall be appropriated to fund one time expenditures or expenses which do not result in recurring operating costs, or other onetime costs including the establishment or increase in legitimate restrictions (reserves) of fund balance.
- e. **Deficit:** In the event the assigned fund balance residual amount or the unassigned fund balance for the City's Water and Sewer Funds falls below the minimum requirement of 10% for any fiscal year, the Commissioner of Finance shall prepare and submit to the City Council a plan to restore the balance to the minimum target level in the next budget year or other appropriate period of time.

3. Application of Funds:

In instances where expenditures are incurred that will require the funding sources to be comprised of two or more types of fund balance categories, the order of exhaustion of the fund will be as follows:

1. Restricted
2. Committed
3. Assigned

F. Review:

This policy will be presented by the Commissioner of Finance annually for review and adoption by the City Council.

VI. POST-ISSUANCE COMPLIANCE PROCEDURE AND POLICY FOR TAX-EXEMPT GOVERNMENTAL BONDS

Purpose

The City of Saratoga Springs, Saratoga County, New York (the "City") issues tax-exempt governmental bonds pursuant to the New York State Local Finance Law. As an issuer of tax-exempt governmental bonds, the City is required by the terms of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated under the Code (the "Treasury Regulations"), to take certain actions subsequent to the issuance of such bonds to ensure the continuing tax-exempt status of such bonds. In addition, Section 6001 of the Code and Section 1.6001-1(a) of the Treasury Regulations impose record retention requirements on the City with respect to its tax-exempt governmental bonds. This Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds (this "Policy") has been developed to ensure that the City complies with its post-issuance obligations under applicable provisions of the Code and the Treasury Regulations.

Procedure

1. Responsible Persons. The Commissioner of Finance shall be the person primarily responsible for ensuring that the City successfully carries out its post-issuance obligations under applicable provisions of the Code and the Treasury Regulations. The Commissioner of Finance shall be assisted by other City staff and officials when appropriate. The Commissioner of Finance shall also be assisted in carrying out its post-issuance obligations by the following firms:
 - a. Bond Counsel (the law firm primarily responsible for providing bond counsel services to the City).
 - b. Financial Advisor (the firm primarily responsible for providing financial advisory services to the City).
 - c. Paying Agent (the person, firm or City official primarily responsible for providing paying agent services to the City).
 - d. Rebate Analyst (the firm primarily responsible for providing rebate analyst services to the City).

The Commissioner of Finance shall be responsible for assigning post-issuance compliance responsibilities to other staff of the City, Bond Counsel, the Financial Advisor, the Paying Agent and the Rebate Analyst. The Commissioner of Finance shall utilize such other professional service organizations as are necessary to ensure compliance with the post-issuance obligations of the City. The Commissioner of Finance shall provide training and educational resources to any City staff that are responsible for ensuring compliance with any portion of the post-issuance requirements of this Policy.

2. Post-Issuance Compliance Actions. The Commissioner of Finance shall take the following post-issuance compliance actions or shall verify that the following post-issuance compliance actions have been taken on behalf of the City with respect to each issue of tax-exempt governmental bonds:
- a. The Commissioner of Finance shall prepare a transcript of principal documents (this action will be the primary responsibility of Bond Counsel).
 - b. The Commissioner of Finance shall file with the Internal Revenue Service (the "IRS"), within the time limit imposed by Section 149(e) of the Code and applicable Treasury Regulations, Form 8038-G, Information Return for Tax-Exempt Governmental Obligations, or Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales (this action will be the primary responsibility of Bond Counsel).
 - c. The Commissioner of Finance shall prepare an "allocation memorandum" for each issue of tax-exempt governmental bonds in accordance with Section 1.148-6(d)(1) of the Treasury Regulations which accounts for the allocation of the proceeds of such bonds to expenditures not later than the earlier of:
 - i. eighteen (18) months after the later of (A) the date the expenditure is paid, or (B) the date the project that is financed by such bond issue is placed in service; or
 - ii. the date sixty (60) days after the earlier of (A) the fifth anniversary of the issue date of such bond issue, or (B) the date sixty (60) days after the retirement of such bond issue.

Preparation of the allocation memorandum will be the primary responsibility of the Commissioner of Finance (in consultation with the Financial Advisor and Bond Counsel).

- d. The Commissioner of Finance, in consultation with Bond Counsel, shall identify proceeds of tax-exempt governmental bonds which must be yield-restricted and shall monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted.

The Commissioner of Finance, in consultation with Bond Counsel, shall determine whether the City is subject to the rebate requirements of Section 148(f) of the Code with respect to each issue of tax-exempt governmental bonds. The Commissioner of Finance, in consultation with Bond Counsel, shall determine with respect to each issue of tax-exempt governmental bonds whether the City is eligible for any of the temporary periods for unrestricted investments and whether the City is eligible for any of the spending exceptions to the rebate requirements. Prior to the fifth anniversary of the date of issuance of each issue of tax-exempt governmental bonds, the Commissioner of Finance shall consult with the Rebate Analyst to arrange for calculations of the rebate requirements with respect to such bond issue. If a rebate payment is required to be paid by the City, the Commissioner of Finance shall prepare or cause to be prepared Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate, and submit such Form

8038-T to the IRS with the required rebate payment. If the City is authorized to recover a rebate payment previously paid, the Commissioner of Finance shall prepare or cause to be prepared Form 8038-R, Request for Recovery of Overpayments Under Arbitrage Rebate Provisions, with respect to such rebate recovery and submit such Form 8038-R to the IRS.

3. Procedures for Monitoring, Verification and Inspections. The Commissioner of Finance shall institute such procedures as the Commissioner of Finance shall deem necessary and appropriate to monitor the use of the proceeds of tax-exempt governmental bonds, to verify that certain post-issuance compliance actions have been taken by the City and to provide for the inspection of the facilities financed with the proceeds of such bonds. At a minimum, the Commissioner of Finance shall establish the following procedures:
 - a. The Commissioner of Finance shall monitor the use of the proceeds of tax-exempt governmental bonds to (i) ensure compliance with the expenditure and investment requirements under the temporary period provisions set forth in Section 1.148-2(e) of the Treasury Regulations; (ii) ensure compliance with the safe harbor restrictions on the acquisition of investments set forth in Section 1.148-5(d) of the Treasury Regulations; (iii) ensure that the investments of any yield-restricted funds do not exceed the yield to which such investments are restricted; and (iv) determine whether there has been compliance with the spend-down requirements under the spending exceptions to the rebate requirements set forth in Section 1.148-7 of the Treasury Regulations.
 - b. The Commissioner of Finance shall monitor the use of all bond-financed facilities in order to (i) determine whether private business uses of such bond-financed facilities have exceeded the *de minimus* limits set forth in Section 141(b) of the Code as a result of leases and subleases, licenses, management contracts, research contracts, naming rights agreements or other arrangements which provide special legal entitlements to nongovernmental persons; and (ii) determine whether private security or payments that exceed the *de minimus* limits set forth in Section 141(b) of the Code have been provided by nongovernmental persons with respect to such bond-financed facilities. The Commissioner of Finance shall provide training and educational resources to any City staff that have the primary responsibility for the operation, maintenance or inspection of bond-financed facilities and as to the limitations on the private security or payments with respect to bond-financed facilities.
 - c. The Commissioner of Finance shall undertake the following with respect to each outstanding issue of tax-exempt governmental bonds: (i) an annual review of the books and records maintained by the City with respect to such bonds; and (ii) an annual physical inspection of the facilities financed with the proceeds of such bonds, conducted by the Commissioner of Finance with the assistance of any City staff who have the primary responsibility for the operation, maintenance or inspection of such bond-financed facilities.
4. Record Retention Requirements. The Commissioner of Finance shall collect and retain the following records with respect to each issue of tax-exempt governmental bonds and with respect to the facilities financed with the proceeds of such bonds: (i) audited financial statements of the City; (ii) appraisals, demand surveys or feasibility studies with respect to the facilities financed with the proceeds of such bonds; (iii) publications, brochures and newspaper

articles related to the bond financing; (iv) Paying Agent or trustee statements; (v) records of all investments and the gains (or losses) from such investments; (vi) Paying Agent or trustee statements regarding investments and investment earnings; (vii) reimbursement resolutions and expenditures reimbursed with the proceeds of such bonds; (viii) allocations of proceeds to expenditures (including costs of issuance) and the dates and amounts of such expenditures (including requisitions, draw schedules, draw requests, invoices, bills and cancelled checks with respect to such expenditures); (ix) contracts entered into for the construction, renovation or purchase of bond-financed facilities; (x) an asset list or schedule of all bond-financed depreciable property and any depreciation schedules with respect to such assets or property; (xi) records of the purchases and sales of bond-financed facilities; (xii) private business uses of bond-financed facilities that arise subsequent to the date of issue through leases and subleases, licenses, management contracts, research contracts, naming rights agreements or other arrangements which provide special legal entitlements to nongovernmental persons and copies of any such agreements or instruments; (xiii) arbitrage rebate reports and records of rebate and yield reduction payments; (xiv) resolutions or other actions taken by the City Council with respect to such bonds subsequent to the date of issue of such bonds; (xv) formal elections authorized by the Code or the Treasury Regulations that are taken with respect to such bonds; (xvi) relevant correspondence, including letters, faxes or e-mails, relating to such bonds; (xvii) documents relating to guaranteed investment contracts or certificates of deposit, credit enhancement transactions and financial derivatives entered into subsequent to the date of issue of such bonds; (xviii) bidding of financial products for investment securities; (xix) copies of each Form 8038-T and Form 8038-R filed with the IRS and any other forms or documents filed with the IRS; (xx) the transcript of proceedings prepared with respect to such bonds, including but not limited to (A) official statements, private placement documents or other offering documents, (B) minutes and resolutions, orders, ordinances or other similar authorizations for the issuance of such bonds, and (C) certification of the issue price of such bonds; and (xxi) documents related to government grants associated with the construction, renovation or purchase of bond-financed facilities.

The records collected by the Commissioner of Finance shall be stored in any format deemed appropriate by the Commissioner of Finance and shall be retained for a period equal to the life of the tax-exempt governmental bonds with respect to which the records are collected (which shall include the life of any bonds issued to refund any portion of such tax-exempt governmental bonds or to refund any refunding bonds) plus three (3) years. The Commissioner of Finance shall also collect and retain reports of any IRS examination of the City or any of its bond financings.

5. Remedies. In consultation with Bond Counsel, the Commissioner of Finance shall become acquainted with the remedial actions (including redemption or defeasance) under Section 1.141-12 of the Treasury Regulations to be utilized in the event that private use of bond-financed facilities exceeds the *de minimus* limits under Section 141(b)(1) of the Code. In consultation with Bond Counsel, the Commissioner of Finance shall become acquainted with the Tax Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31, 2008-11 I.R.B. 592, to be utilized as a means for an issuer to correct any post-issuance infractions of the Code and the Treasury Regulations with respect to outstanding tax-exempt governmental bonds.

6. Continuing Disclosure Obligations. In addition to its post-issuance obligations under applicable provisions of the Code and the Treasury Regulations, the City has agreed to provide continuing disclosure, such as annual financial information and material event notices, pursuant to an undertaking to provide continuing disclosure or similar document prepared by Bond Counsel and made a part of the transcript of proceedings with respect to each issue of tax-exempt governmental bonds that is subject to such continuing disclosure requirements. The undertaking to provide continuing disclosure is executed by the City to assist the underwriters of such bonds in meeting their obligations under Rule 15c2-12 of the Securities and Exchange Commission. The continuing disclosure obligations of the City are governed by the undertaking to provide continuing disclosure and by the terms of Rule 15c2-12. The Commissioner of Finance is primarily responsible for undertaking such continuing disclosure obligations and monitoring compliance with such obligations.
7. Other Post-Issuance Actions. If, after consultation with Bond Counsel, the Financial Advisor, the Rebate Analyst, the Mayor, the City Attorney or the City Council, the Commissioner of Finance determines that any additional action not identified in this Policy must be taken by the Commissioner of Finance to ensure the continuing tax-exempt status of any issue of tax-exempt governmental bonds, the Commissioner of Finance shall take such action. If, after consultation with Bond Counsel, the Financial Advisor, the Rebate Analyst, the Mayor, the City Attorney or the City Council, the Commissioner of Finance determines that this Policy must be amended or supplemented to ensure the continuing tax-exempt status of any issue of tax-exempt governmental bonds, the Commissioner of Finance shall recommend to the City Council that this Policy be so amended or supplemented.
8. Effective Date and Term. The effective date of this Policy is the date of approval by the City Council (December 5, 2011). This Policy shall remain in effect until superseded or terminated by action of the City Council.

VII. RESERVE FUNDS

For increased financial stability, the City of Saratoga Springs (City) desires to establish Reserve Funds as allowable by law. While it may be challenging to build and maintain such funds, it is a sign of fiscal stability and health to do so. Reserve Funds help ensure that the City maintains a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls, unanticipated economic downturns, emergencies and disasters, unexpected one-time expenditures, and/or one-time opportunities.

A. General

1. Establishment of Reserve Funds: Reserve Funds shall be established by Resolution presented by the Commissioner of Finance to the City Council for approval. Legal guidance should be sought when necessary to ensure that the Reserve is allowable and composed within the confines of NYS General Municipal and other applicable laws. The financial need or purpose of the Reserve should be identified, and the Reserve should fit within or complement the City's financial or capital plans.
2. Expenditure of Reserve Funds: Expenditure from Reserve Funds requires a Resolution presented by the Commissioner of Finance to the City Council for approval. The Resolution should name the reserve and describe its purpose, provide the amount to be expended, provide the purpose of the expenditure, state its compliance with the Reserve, and the Council's approval thereof. See Sample form R-1, "Use of Reserve Resolution". The appropriate budget, accounting entries and financial reports shall be disclosed.
3. Additions to Reserves: The Commissioner of Finance will present a resolution to the City Council that specifies the amount and reserve fund to be credited. The appropriate budget, accounting entries and financial reports shall be disclosed.
4. Investment of Reserve Funds: Investment of Reserve Fund shall follow the City's approved Investment Policy. Interest earned shall be accounted and reported for by individual reserve.
5. Review of Reserves: The Commissioner of Finance shall provide periodic financial reports on Reserve Funds, including review of balances, accumulations and expenditures, whether amounts are necessary and reasonable, and whether they are serving the purpose for which they were established. The Commissioner of Finance may make recommendations to the City Council for creating, funding, revising, transferring, or extinguishing Reserve Funds. Reserves will be properly reported and disclosed in the annual financial statements according to GAAP.
6. Year-End Reconciliation: Reserve funds that are appropriated into the City budget but remain unused shall remain in the Reserve.

B. Specific

Specific reserves may require individual consideration, for example, where certain responsibilities and obligations are delegated by Charter to particular departments, or by job title to particular positions. The following recommendations reflect this:

Insurance Reserve. The general purpose of an Insurance Reserve is to fund certain uninsured losses, claims, actions, or judgments for which the local government is authorized or required to purchase or maintain insurance, subject to several exceptions.

- a) Consultation: It is recommended that all resolutions for expenditures from Insurance Reserve Funds be approved by the ~~Mayor~~ Commissioner of Accounts and Director of Risk and Safety and the City Attorney prior to presentation to the City Council.
- b) Replenishment: It is recommended that the Commissioner of Finance review replenishment options for this reserve on an annual basis.
- c) Year-End Reconciliation: Insurance Reserve funds that are appropriated into the City budget but remain unused shall remain in the Insurance Reserve.

C. Special Legislation

If the City wants to use reserve funds as permitted by State Comptroller's program legislation, the Laws of 2020 Chapter 157 allow the local governments to transfer, by resolution, moneys from any reserve to pay for operating costs and other costs attributable to the State Disaster emergency. The steps required to utilize this law are enumerated therein. For your convenience, below is a summary of the current iteration of this law. Please refer to the NYS Local Law for exact requirements.

1. City Council pass a resolution naming the reserve(s), amounts to be transferred to the operating budget, effective date, purpose is to pay costs attributable to the State Disaster Emergency, and state that principal plus estimated interest will be repaid 20% each year for five years.
2. In the year the transfer of funds will occur, include principal amount on budget line A012-40511 Use of Restricted Reserve and budget expenses as you normally would. As expenses are incurred, move money from restricted cash (credit) to operating cash (debit).
3. Document the costs from the budget that will be covered and justify them. Maintain them in a spreadsheet. OSC did not provide examples of allowable costs.
4. Pay money back to the originating reserve within five fiscal years, starting with the fiscal year after transfer. (2022 start year.) Reimbursement must include estimated amount of interest the reserve would have earned.
5. In the payback years, include in the revenue budget, most likely property tax line, amount to pay back reserve. On the expense side budget the same amount on budget line A3829629-59962 Budgetary Provisions for Other Uses.

6. Annually transfer cash from the operating account to the restricted account and debit restricted cash and credit operating cash in the amount being paid back.

Sample Form R-1

USE OF RESERVE RESOLUTION

(For Expenditure of Capital Reserve Fund to Finance the Construction, Reconstruction or Acquisition of Buildings, or other established reserve)

WHEREAS, the City Council of the City of Saratoga Springs established the Capital Reserve Fund to Finance the Construction, Reconstruction or Acquisition of Buildings ("Buildings Reserve Fund") on November 7, 2006 to accumulate moneys to finance the cost of the construction, reconstruction, or acquisition of buildings and additions to or conversion thereof as described in subdivisions 11 and 12 of § 11.00 of the Local Finance Law; and

WHEREAS, the Council now finds that an expenditure of \$XX,XXX is required to complete a phase of the _____ project, including the _____ . This expenditure will be made in accordance with the purposes of the Buildings Reserve Fund;

NOW, THEREFORE, BE IT RESOLVED, that the above-described expenditure is hereby approved in accordance with the Capital Reserve Fund to Finance the Construction, Reconstruction or Acquisition of Buildings.

City Council Date: Month day, Year

Sample Form R-2

USE OF INSURANCE RESERVE

RESOLUTION

WHEREAS, the City Council of the City of Saratoga Springs established the INSURANCE Reserve Fund on October 15, 2013 pursuant to New York State General Municipal Law § 6-n “to make expenditures for any loss, claim, action or judgment for which the City of Saratoga Springs is authorized or required to purchase or maintain insurance pursuant to said statute”, and,

WHEREAS, certain property and casualty claims have been filed against the City, and said claims are below the City’s property and casualty insurance deductible. Expenditures for said claims remain due and owing, and said claims are of a kind or type that may be lawfully paid from the City’s INSURANCE Reserve Fund. There are currently [number of claims] such claims that total \$x,xxx.xx, as follows:

- *[optional; please list if you can]*
- *[optional; please list if you can]*
- *[optional; please list if you can]*

NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditures in the amount of \$ x,xxx.xx are hereby approved as authorized as in accordance with the INSURANCE Reserve Fund.

Ayes_____Nays_____

[Date of City Council Approval]

Commissioner of Accounts~~Mayor~~_____Date_____

City Attorney:_____Date_____

VIII. AFFORDABLE CARE ACT

A. Background

Under the Affordable Care Act (ACA), beginning in 2015 employers with at least 50 full-time employees (or 50 full-time employee equivalents) will have to provide "qualified" health insurance coverage to their full-time employees and their dependents. Qualified coverage means that plans are "comprehensive" and "affordable".

If employers do not offer any coverage, they will be liable for a penalty of up to \$2,000 per employee (less the first 30 employees) where:

- at least one employee purchases coverage through a new state insurance exchange, and
- at least one employee makes a purchase with the assistance of federal subsidies.

If employers do offer coverage, but the coverage is not "qualified", they may still have to pay a penalty of up to \$3,000 for each employee who declines employment-based insurance *and* obtains government-subsidized coverage through an exchange, where:

- the employer's plan is not "comprehensive". This means the coverage must have an "actuarial value" of at least 60 percent, i.e. the employer pays on average at least 60 percent of health care expenses and the employee pays on average 40 percent of these expenses through deductibles and copayments, AND/OR
- the employees' premiums are not "affordable". This means that the employee's share of the premium must not exceed 9.5 percent of his or her annual household income.

Penalty amounts will be adjusted annually to reflect the growth in national insurance premium costs.

B. Policy

The City of Saratoga Springs has at least 50 full-time employees (or 50 full-time employee equivalents) and will have to continue to provide "qualified" health insurance coverage to full-time employees and their dependents, and ensure that coverage is in accordance with the ACA or face a possible penalty. In order to ensure that the City is in compliance with the ACA the City of Saratoga Springs has adopted this policy.

C. Definitions

1. Adequate coverage – The plan's actuarial value (the share of the total allowed costs the plan is expected to cover) is at least 60%.
2. Affordable coverage – The IRS defines affordable coverage as "Coverage under an employer-sponsored plan is affordable to a particular employee if the employee's required contribution to the plan for single coverage does not exceed 9.5 percent of household income." Since employers have little way of knowing an employee's household income, a safe harbor rule was added which allows the 9.5 percent to be calculated on one of three amounts: 1) employees W-2 box 1, or 2) employee's rate of pay, or 3) the Federal Poverty Level.

3. Full-time Employee – The IRS defines a full-time employee as an employee who works at least 30 hours per week, per month, on average. The ACA has specific rules by which the 30 hours may be measured over time.
4. Part-time Employee – Employees who are not full time.
5. Dependents – A child of an employee who has not attained the age of 26. Dependent does not include spouse.
6. Measurement Period – Time period of not less than three months and not more than 12 months, used to determine whether an employee is full-time or part time.
7. Administrative Period – Time period of up to 90 days to identify and enroll an employee who is deemed to be full-time.
8. Stability Period – The full-time status, as identified during the measurement period, remains in effect during the stability period so long as the worker remains an employee, regardless of how many hours are worked. It is a period of at least 6 months following the administrative period in which a penalty may be due relative to employees found to be full-time during the measurement period. (The stability period cannot be shorter in duration than the measurement period.) A penalty could be assessed during this time if all other criteria are not met, e.g. employee entered the exchange and received a premium tax credit and health insurance offered was not adequate or affordable.
9. Plan Sponsor – The plan sponsor is the health insurance carrier, such as MVP.

D. Health Insurance Coverage

1. Employee Categories: The health insurance coverage that the City offers an employee is based upon the employee's category. The City employs full-time and part-time employees and each has discrete categories.
 - a. *Full-Time Employees*: Employees in a full-time category are offered health insurance upon the start of employment for themselves, their dependents and their spouses. Coverage is effective upon the first day of employment. The type of plans offered, employee contributions, etc. are defined by the relevant collective bargaining agreements, council resolutions or other applicable agreements.

Full-time employees fall into one of the employee categories below:

- Mayor and Commissioners
- Non Union Full-time Personnel
- Police Administrative Officers
- Fire Administrative Officers
- Police Lieutenants, PBA
- Police Protective and Benevolent Association
- Firefighters
- CSEA DPW
- CSEA City Hall

- b. *Part-Time Employees*: Part-time/seasonal employees are typically required to work 20 or fewer hours per week and are not offered health insurance. They are not included in collective bargaining agreements, council resolutions or other applicable agreements.

Part-time and/or seasonal employees fall into the employee category below:

- Part-time/seasonal

- c. *Part-Time Employees who are determined to be Full-Time for the purposes of the ACA*: Part-time/seasonal employees who are identified as working 30 or more hours per week during the measurement period (see below) and determined to be full-time for the purposes of the ACA, will be offered a single-coverage plan that is the least expensive to the City of those plans that the City offers to employees in a full-time employee category.

The Part-time/seasonal employee *who is determined to be full-time for the purposes of the ACA* will be required to contribute 9.5% of their rate of pay for single coverage, or an amount that is otherwise defined as “affordable” under the ACA. If this part-time/seasonal employee wishes to enroll dependents, 100% of the dependent coverage will be paid by the part-time/seasonal employee. Coverage is not offered to spouses, and spouses are not considered dependents for the purposes of this policy.

Part-time and/or Seasonal Employees who are determined to be full-time employees for the purposes of the ACA fall into the category below:

- Part-time/seasonal except for the purposes of the ACA

2. Measurement Period: To determine whether an employee is full-time or part-time for the purposes of the ACA, the ACA allows the amount of time worked to be examined over a period of time. This is the measurement period, and, for all employee categories, it shall be from **10/01 -09/30**.
3. Administrative Period: Employers are permitted to use a period of time to identify employees who must be offered health insurance and allow them to enroll. This is the administrative period, and it shall be from **10/01 - 12/31**. (The City’s open enrollment occurs from 11/01 to 11/30. Coverage is effective on the following 01/01.)
4. Stability Period: Generally, if an employee is determined to be a full-time employee for the purposes of the ACA during the prior measurement period, health insurance coverage must be offered for a period of time. This is the stability period, and it shall be from **01/01-12/31**.
5. Adequate coverage: Annually, the City will use information available from the Department of Health and Human Services, insurance brokers, and plan sponsors to determine that the plans that the City offers are adequate as defined by the ACA.
6. Affordable coverage: Annually, the City will calculate the employee’s contribution to the health plan, review the employee’s rate of pay, and compare these amounts to ensure that the employee’s contribution for single coverage does not exceed 9.5% of the employee’s rate of pay.

In the event that the ACA revises its definition of “affordable coverage”, the City will review to

ensure that the coverage the City offers is “affordable” as defined under the ACA.

7. Declining Coverage: Any employee who declines health insurance coverage from the City shall sign a waiver indicating that they declined coverage for themselves and/or their dependents.
8. Reporting Requirements: The ACA created new reporting requirements under Internal Revenue Code (Code) section 6056. Under these rules, large employers must provide information to the IRS about health plan coverage they offer (or do not offer) to their employees. The effective date is 2015, with returns due by February 28, 2016.

Large employers must also provide each full-time employee with a written statement that includes the information relating to that employee (and dependents) that is required to be reported on the IRS return. The statement must be provided to full-time employees by January 31st following the calendar year for which the information was required to be reported to the IRS.

The IRS will use the information that employers report to verify employer-sponsored coverage and administer the shared responsibility provisions for large employers. The shared responsibility provisions impose penalties on large employers that do not offer affordable, minimum value coverage to their full-time employees and dependents.

The City will work with its insurance brokers and plan sponsors to ensure that proper reporting is provided to the IRS and full-time employees in a timely fashion.

9. Cadillac Tax: Beginning in 2022, high-value, or “Cadillac”, health plans will be subject to a 40 percent excise tax on premium on high-cost employer plans.

E. Review

The City Council will review this policy annually or as needed based on pertinent changes to the ACA.

Sources:

http://www.healthaffairs.org/healthpolicybriefs/brief.php?brief_id=42

Benefits Café. com Newsletter 2012

Congressional Research Service document dated July 22, 2013

http://www.lawleyinsurance.com/sites/lawleyinsurance/files/lbu/hcr-toolkit/Employer_Reporting_of_Health_Coverage.Pdf

IX. ACCOUNTING GUIDELINES FOR ALLOWABLE COSTS

A. Background

From time to time the City applies for and is awarded Federal and State funding. When awarded, these funds must be administered in accordance with applicable federal and state laws, regulations and directives. It is important to review all agreements closely to ensure the appropriate regulations are being meant.

One such Federal Regulation is Title 2 of the Code and Federal Regulations [Part 200 \(2 CFR 200\)—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#). Independent Auditors refer to 2 CFR 200 when reviewing Federal grants received by the City to ensure compliance. One requirement of 2 CFR 200 is to have written procedures for determining allowability of costs. This policy will address that as well as other items.

B. Funding Cycles

All Federal and State grants adhere to annual funding cycles and they differ due to their varying fiscal years. Federal and State fiscal years also vary from the City's fiscal year, which is the calendar year. It is important to pay attention to the award period to ensure grant programs are completed in the time period specified.

C. City Council Approval

The City Council must accept all grants and determine the match, if applicable.

D. Budgeting

Recording grants in the budget is essential. Both the revenue source(s) and appropriation(s) need to be established in order for the grant to be appropriately managed. Failure to establish the budget may result in delays.

1. Grant awards known at the time of budget development shall be included in the requested budget submission or written notification given to the Commissioner of Finance if the award becomes known after the request stage of the budget process.
2. For grants awarded after budget adoption, a budget amendment/transfer request form shall be completed and submitted to the Commissioner of Finance. If the grant is for a capital project, a capital budget amendment is required.

The budgeting provisions do not pertain to Community Development Office.

E. Allowable Costs

The City must ensure proper disbursement of, and accounting for, all grants. The City's procurement policy must be followed for all aspects of the disbursement and proper supporting documentation retained. Supporting documentation includes items such as quotes, RFP's, purchase orders, contracts, payroll records, vendor invoices, travel documentation, canceled checks, etc. Invoices which are being funded by a Grant must be paid and submitted to the granting agency for reimbursement timely and in the correct City fiscal year. Failure to record expenses in the proper period, expenses not paid according to policy and grant guidelines, among other things, can result in audit findings and loss of grant funding.

To be considered allowable for reimbursement, costs must meet the following general criteria:

1. Be necessary and reasonable for the performance of the award and be allocable.

2. Conform to any limitations or exclusions set forth in the Federal/State award as to types or amount of cost items.
3. Be consistent with policies and procedures.
4. Be accorded consistent treatment. A cost may not be assigned to a Federal/State award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal/State award as an indirect cost.
5. Be determined in accordance with generally accepted accounting principles (GAAP).
6. Must not be included as a cost in any other project or grant.
7. Be adequately documented.

F. Interest Earned

If funds are awarded in advance, the City may be required to return any interest earned on account. Refer to the grant agreement or contract the grant administrator to find out if interest needs to be returned and any provisions regarding how funds received in advance must be held by the City.

G. Records Retention

Supporting documentation must be retained in accordance with the City's records retention policy. Records must be accessible and available for audits.

For further guidance please refer to Finance Policy and Procedure Manual – Grant Administration.

~~IX.~~ **X. CITY COUNCIL ASSIGNMENTS OF FUND BALANCE**

Purpose

In Accordance with the City's Fund Balance Policy, Section V., the City Council may from time to time establish assignments of fund balance. Assigned fund Balance is defined as:

Assigned (Unrestricted)

- OSC believes that formal actions by the governing boards (resolutions, ordinances, and local laws) constitute a constraint of resources and will result in an assignment of resources.
- Encumbrances will typically be considered an assignment of fund balance.

Creating an Assignment

To create an assignment the City Council shall pass a resolution that includes a description, purpose, amount, effective date, etc.

Using an Assignment

To use an assignment the City Council shall approve a resolution or motion that states at least the purpose, amount of use, the amount in the assignment before and after the use, etc. This resolution/motion shall be placed on the Finance Commissioners agenda.

In addition the City Council shall approve a budget amendment placed on the Finance Commissioners agenda.

Financial Presentation

Assignments shall be listed as a restriction of fund balance on financial reports and statements in accordance with the Fund Balance Policy.

Specific Assignments:

Right Sizing Assignment Use

The City Council established an Assignment for Staffing Adjustments Due to Hire Dates, Training Requisites and New Requirements (Right-Sizing) on 11/01/2021.

The City Council requests new hires during the budget process; however, recruitment and hiring takes time and employees are not on payroll as of 01/01. To avoid unnecessarily taxing the citizens for a full year salary and benefits, all new hires, as well as any budget allocation for current positions that have been funded but unfilled for three or more years, will be put into the Right-Sizing Assignment rather than the General Fund Budget. A list of positions and budgeted amounts will be presented to Council for discussion and vote in conjunction with the budget approvals.

To utilize the Right Sizing assignment, the hiring Department will provide the Finance Office with an amendment request and a copy of the completed RPC. The Department will receive a pro-rated salary and benefit amount from hire date through the end

of the calendar year. The amount of the amendment request for any position will not exceed the total amount approved for that position by council vote.

Sample Form A-1

**A RESOLUTION TO CREATE AN ASSIGNMENT OF FUND BALANCE OF THE CITY
COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NY**

TO ESTABLISH AN ASSIGNMENT FOR _____

Be it resolved, by the City Council of the City of Saratoga Springs NY, as follows:

WHEREAS, the City Council wants to create an assignment of fund balance for the purpose _____,

WHEREAS, the funding will come from _____ and funds can be used for _____,

NOW THEREFORE BE IT RESOLVED, the City council establishes an Assignment for _____ in the amount of \$ _____. Funds can be used for _____.

AYES: _____

NAYS: _____

City Council Dated: _____

Sample Form A-2

**A RESOLUTION TO USE AN ASSIGNMENT OF FUND BALANCE
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NEW YORK**

BE IT RESOLVED, by the City council of the City of Saratoga Springs New York wants follows:

1. The City Council established an Assignment of Fund Balance for _____ (“Assignment”), on (Adoption DATE). The balance in the assignment as of (Council Date) is \$ _____.
2. Therefore the City Council agrees to use \$ _____ for _____.
3. The balance remaining in the assignment will be \$ _____.

AYES _____

NAYES _____

City Council Date: _____

XI. SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

BACKGROUND:

This GASB Statement 96 provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA.

DEFINITIONS:

SIBTA - A SBITA is defined as a contract that conveys control of the right to use another party's IT software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction.

Control of the right to use— requires both a right to obtain present service capacity from the use of the underlying IT assets and the right to determine the nature and manner of use of the underlying IT assets.

IT software – subscription-based information technology arrangements (SBITA) commonly include provisions such as remote access to software applications or cloud data storage and allows for temporary use that ends when the subscription expires.

Period of time – the subscription term is the period of time that the government has a non-cancellable right to use the underlying IT assets plus any periods that the government or vendor have the option to extend the contract and it is reasonably certain that the option will be exercised. .

PURPOSE:

GASB 96 helps to increase transparency in the accounting and disclosure for these contracts and reduce inconsistencies.

DETERMINATION:

The City will gather the contracts and establish a spreadsheet of data. The contracts will be loaded into third party software.

Determine if the software contract is excluded or not. See exclusion below.

b. Determine the contract length.

c. Determine the beginning date of the contract after July 1, 2022.

d. Determine the payment amounts.

e. Determine the Discount Rate.

f. Determine if the software contract is significant and should be accounted for under GASB96 criteria.

i. Subscription liability should be initially measured at the present value of subscription payments expected to be made during the subscription term.

ii. Subscription asset should be initially measured as the sum of (1) the initial

subscription liability amount, (2) payments made to the vendor at the commencement of the subscription term, and (3) capitalizable implementation costs, less any incentives received from the vendor at or before the commencement of the subscription term. Separately identifiable costs for maintenance and service contracts are not included.

RECORDING:

Under this GASB Statement #96, a government generally should recognize a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability. The City should recognize the subscription liability at the commencement of the subscription term, —which is when the subscription asset is placed into service. The subscription liability should be initially measured at the present value of subscription payments expected to be made during the subscription term. Future subscription payments should be discounted using the interest rate the SBITA vendor charges the City, which may be implicit, or the City’s incremental borrowing rate (IBR) if the interest rate is not readily determinable. The City will determine the IBR and communicate that to the third party software vendor. The City should recognize amortization of the discount on the subscription liability as an outflow of resources (for example, interest expense) in subsequent financial reporting periods.

The subscription asset should be initially measured as the sum of (1) the initial subscription liability amount, (2) payments made to the SBITA vendor before commencement of the subscription term, and (3) capitalizable implementation costs, less any incentives received from the SBITA vendor at or before the commencement of the subscription term. A government should recognize amortization of the subscription asset as an outflow of resources over the subscription term.

Activities associated with a SBITA, other than making subscription payments, should be grouped into the following three stages, and their costs should be accounted for accordingly:

- Preliminary Project Stage, including activities such as evaluating alternatives, determining needed technology, and selecting a SBITA vendor. Outlays in this stage should be expensed as incurred.
- Initial Implementation Stage, including all ancillary charges necessary to place the subscription asset into service. Outlays in this stage generally should be capitalized as an addition to the subscription asset.
- Operation and Additional Implementation Stage, including activities such as subsequent implementation activities, maintenance, and other activities for a government’s ongoing operations related to a SBITA. Outlays in this stage should be expensed as incurred unless they meet specific capitalization criteria.

In classifying certain outlays into the appropriate stage, the nature of the activity should be the determining factor. Training costs should be expensed as incurred, regardless of the stage in which they are incurred.

If a SBITA contract contains multiple components, the City should account for each component as a separate SBITA or non-subscription component and allocate the contract

price to the different components. If it is not practicable to determine a best estimate for price allocation for some or all components in the contract, the City should account for those components as a single SBITA.

This Statement requires a government to disclose descriptive information about its SBITAs other than short-term SBITAs, such as the amount of the subscription asset, accumulated amortization, other payments not included in the measurement of a subscription liability, principal and interest requirements for the subscription liability, and other essential information.

Effective Date and Transition:

The requirements of this Statement are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. So implementation for the City is fiscal year ending 12/31/2023.

EXCLUSIONS:

Standalone IT Support/ Maintenance service contracts that do not include the right to use an underlying IT asset.

- Contracts that convey control of right to use IT software and tangible assets that meet the definition of a lease in GASB Statement 87, where the software component is insignificant compared to the cost of the underlying tangible capital asset (for example, a computer with operating software or a smart copier that is connected to an IT system).
- Contracts that meet the definition of a public-private and public-public partnership and availability payment arrangements in GASB Statement 94.
- Licensing arrangements that provide a perpetual license to governments to use a vendor's computer software, which are subject to GASB Statement 51. A perpetual agreement gives the buyer the right to use the software for an indefinite amount of time (in perpetuity).
- Short-term SBITA contracts, under 12 months including exercised renewal periods.
- Governments that provide the right to use their IT software and associated tangible capital assets to other entities through SBITAs.

Other:

The City will utilize third parties to obtain necessary documentation. All records shall be retained for audit purposes. Auditors will be given guest access to third party software.

XII. Lease Agreements

Background:

Governmental Accounting Standards Board (GASB) Statement 87 redefines the term "lease" to establish a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. GASB Statement 87 supersedes the National Council on Governmental Accounting (NCGA) Statement 5, Accounting and Financial Reporting Principles for Lease Agreements of State and Local Governments. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources.

Definitions:

Lease – GASB Statement 87 defines a lease as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction.

Lease Term – The period during which a lessee has a noncancelable right to use an underlying asset, plus the following periods, if applicable:

1. Periods covered by a lessee's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessee will exercise that option.
2. Periods covered by a lessee's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessee will not exercise that option.
3. Periods covered by a lessor's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessor will exercise that option.
4. Periods covered by a lessor's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessor will not exercise that option.

Short-Term Lease – A lease that, at the commencement of the lease term, has a maximum possible term under the lease contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised.

Bargain Purchase Option - An option giving the lessee the opportunity to purchase the property at substantially below the expected fair value at the date the option may be exercised. It offers a price that seems so favorable at the date of the lease agreement that the option is reasonably certain to be exercised.

Guaranteed Residual Value - A guaranteed amount that the lessee assures the lessor will recover at the end of the lease term. Lessors often insert guaranteed residual value clauses to minimize risk. A guaranteed residual value and bargain purchase option are mutually exclusive; only one of the two can be in the same lease agreement (or neither will be in the lease agreement).

Future Minimum Lease Payments - The payments the lessee is obligated to make, or can be required to make. This amount includes the bargain purchase price or a guaranteed residual value, if applicable.

Executory Costs – Asset “ownership-type costs” such as insurance, taxes, or maintenance expense. If a portion of a lease payment represents executory costs, then this portion of the payment should be excluded when figuring the present value of lease payments.

Present Value – Current worth of future sums of money.

Fair Market Value – amount that could be received on the sale of an asset when willing and financially capable buyers and sellers exist and there are no unusual circumstances such as liquidation, shortages, and emergencies.

Policy:

Lessee Accounting

All contracts that meet the following criteria shall be reported as a lease. The asset and corresponding liability will be reflected in the financial statements of the State.

- Contract conveys control of the right to use another entity's nonfinancial asset (land, buildings, vehicles, equipment)
- For a period of time (one year or greater)
- In an exchange or exchange-like transaction (a lease would not be considered an exchange-like transaction if the market value of the leased asset is significantly more than the amount paid (i.e. lessee pays \$1))

Lessor Accounting

In order to properly account for and disclose leasing activities in the City's financial statements, leases, where the City is acting as a lessor, shall stipulate that the lessee must annually report all expenses incurred in any leasing agreement. Records shall be maintained for each City-owned asset leased to another party.

All contracts that meet the following criteria shall be reported as a lease. The asset will be reflected in the financial statements of the State and remain on the books.

- Contract conveys control of the right to use another entity's nonfinancial asset (land, buildings, vehicles, equipment)
- For a period of time (one year or greater)
- In an exchange or exchange-like transaction (a lease would not be considered an exchange-like transaction if the market value of the leased asset is significantly more than the amount paid i.e. lessee pays \$1)

Leases do not include contracts that transfer ownership at the end of the contract or short-term leases. Contracts transferring ownership of the underlying asset are accounted for as a financed purchase by the lessee. The lessee should expense short-term lease payments and the lessor should recognize revenue from the short-term lease payments.

Administrative Procedures

GASB Statement 87 requires the following reporting of leases greater than 12 months (including all possible options to extend):

Lessee Accounting

- As an asset, the lessee will record the value of the lease liability plus any prepayments and initial direct costs that are ancillary to place the asset in use.
- As a liability, the lessee will record the present value of any future lease payments, which includes
 - Fixed payments
 - Variable payments that are fixed in substance
 - Variable payments based on an index or rate, and any reasonably certain residual guarantees
 - Amounts that are reasonably certain of being required to be paid by the lessee under residual value guarantees
 - The exercise price of a purchase option if it is reasonably certain that the lessee will exercise that option
 - Payments for penalties for terminating the lease, if the lease term reflects the lessee exercising (1) an option to terminate the lease or (2) a fiscal funding or cancellation clause
 - Any lease incentives that reduce the amount a lessee is required to pay for a lease
 - Any other payments that are reasonably certain of being required based on an assessment of all relevant factors.

Identifying Interest Rate: The future lease payments should be discounted using the interest rate the lessor charges the lessee, which may be the interest rate implicit in the lease. If the interest rate cannot be readily determined by the lessee, the lessee's estimated incremental borrowing rate (IBR - an estimate of the interest rate that would be charged for borrowing the lease payment amounts during the lease term) should be used. The City will determine the IBR and communicate that to the third party software vendor.

The City shall record the value of the leased asset at the present value of future minimum lease payments.

Lessor Accounting

- The lessor will record the lease receivable, as well as continuing to record the leased asset as such.
- As a deferred inflow, the lessor will record a lease receivable in addition to any cash that is received up front that relates to a future period. Measurement of the lease receivable should include the following, if required by the lease:
 - Fixed payments
 - Variable payments that are fixed in substance
 - Variable payments based on an index or rate, and any reasonably certain residual guarantees
 - Residual value guarantee payments that are fixed in substance
 - Any lease incentives payable to the lessee.

Other:

The City will utilize third parties to obtain necessary documentation. All records shall be retained for audit purposes. Auditors will be given guest access to third party software.

Effective Date and Transition:

The requirements of this Statement are effective for fiscal years beginning after June 15, 2021, and all reporting periods thereafter. So implementation for the City is fiscal year ending 12/31/2022.

Timeline of Actions

Section	Actions	Sections	Actions
I.	Adopted July 7, 2015 Reviewed July 2016 Reviewed December 2017 Reviewed November 2018 Updated November 2019 Reviewed November 2020 Reviewed November 2021 Reviewed September 2022 Reviewed October 2023 <u>Reviewed January 2024</u>	VI.	Adopted December 5, Reviewed August 2012 Updated June 2013 Updated July 2014 Reviewed July 2015 Updated November 2015 Reviewed July 2016 Reviewed December 2017 Reviewed November 2018 Reviewed November 2019 Reviewed November 2020 Reviewed November 2021 Reviewed September 2022 Reviewed October 2023 <u>Reviewed January 2024</u>
II.	Adopted November 2003 Updated February 2005 Updated February 2006 Updated April 2007 Updated July 2008 Updated July 2009 Updated July 2010 Updated July 2011 Updated August 2012 Updated June, 2013 Reviewed July 2014 Updated July 2015 Updated July 19, 2016 Updated November 21, 2017 Reviewed November 2018 Reviewed November 2019 Reviewed November 2020 Reviewed November 2021 Reviewed September 2022 Updated October 2023 <u>Updated January 2024</u>	VII.	Adopted November 4, 2013 Updated July 2014 Reviewed July 2015 Reviewed July 2016 Updated December 2017 Reviewed November 2018 Updated November 2019 Updated November 2020 Reviewed November 2021 Updated September 2022 Reviewed October 2023 <u>Updated January 2024</u>
III.	Adopted June 21, 2011 Updated August 2012 Updated June 18, 2013 Reviewed July 2014 Reviewed July 2015 Reviewed July 2016 Reviewed December 2017 Reviewed November 2018 Updated November 2019	VIII.	Adopted November 19, 2013 Updated July 2014 Reviewed July 2015 Reviewed July 2016 Updated December 2017 Reviewed November 2018 Updated November 2019 Reviewed November 2020 Reviewed November 2021

III.con't	Reviewed November 2020 Updated November 2021 Reviewed September 2022 Reviewed October 2023 <u>Reviewed January 2024</u>	<u>VIII.con't</u>	Reviewed September 2022 Reviewed October 2023 <u>Reviewed January 2024</u>
IV.	Adopted August 7, 2012 Updated June 2013 Updated July 2014 Updated July 2015 Reviewed July 2016 Reviewed December 2017 Reviewed November 2018 Review October 2019 Reviewed November 2020 Reviewed November 2021 Reviewed September 2022 Reviewed October 2023 <u>Reviewed January 2024</u>	IX.	Adopted June 6, 2017 Reviewed November 2018 Updated November 2019 Reviewed November 2020 Reviewed November 2021 Updated September 2022 Reviewed October 2023 <u>Reviewed January 2024</u>
V.	Adopted August 16, 2011 Updated November 2012 Updated June 2013 Updated July 2014 Reviewed July 2015 Reviewed July 2016 Reviewed December 2017 Reviewed November 2018 Reviewed November 2019 Reviewed November 2020 Reviewed November 2021 Reviewed September 2022 Reviewed October 2023 <u>Reviewed January 2024</u>	X.	Adopted October 17, 2023 <u>Updated January 2024</u>
		<u>XI.</u>	<u>Adopted January 2024</u>
		<u>XII.</u>	<u>Adopted January 2024</u>

RESOLUTION
(For Expenditure of Reserve Fund for the Payment of Bonded Indebtedness)

WHEREAS, the City Council of the City of Saratoga Springs established the Reserve Fund for the Payment of Bonded Indebtedness on October 15, 2013 to accumulate moneys to finance the payment of bonded indebtedness as described in New York State General Municipal Law § 6-h; and

WHEREAS, on November 28, 2023, the City Council approved the 2024 Budget, which includes a Debt Service Fund Budget which reflects expenditures for principal and interest payments on various bonds for capital projects, and the revenues that support these expenditures. The 2024 Debt Service Fund Budget includes \$750,000 from the Reserve Fund for the Payment of Bonded Indebtedness; and

WHEREAS, these expenditure for principal and interest payments on various bonds for capital projects are in accordance with the purposes of the Reserve Fund for the Payment of Bonded Indebtedness;

NOW, THEREFORE, BE IT RESOLVED, that the above-described specific expenditure up to the amount of \$750,000, is hereby approved as authorized as in accordance with the Reserve Fund for the Payment of Bonded Indebtedness.

Ayes: _____ Nays: _____

Dated: *January 16, 2024*

**ADDENDUM ONE TO AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS, NY
AND SHI TECHNOLOGY CORP.**

Original Agreement approved December 19, 2023

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 SHI Technology Corp., with a place of business at 290 Davidson Avenue, Somerset, NJ 08873 (“Vendor and/or Service Provider”).

WITNESSETH:

The City and the Vender entered into an agreement, as approved by the City Council at their meeting on December 19, 2023, that the Vendor would provide the City with Barracuda Message Archiver Licenses commencing on December 19, 2023 and ending on December 31, 2024. Terms of payment were not to exceed Eight Thousand Seven Hundred and Twelve Dollars and 00/100 (\$8,712.00).

This ADDENDUM ONE is supplemental to the original agreement approved December 19, 2023 and is incorporated into and made a part of those documents. All other terms, conditions, and provisions of the original December 19, 2023 agreement remain in effect.

For this ADDENDUM ONE, the City and Vendor agree to modify the prior agreement as follows:

Original Agreement, Section 3. Terms of Payment. The terms of payment provided in the original agreement shall be modified to reflect the quoted cost per year as provided in the attached quote (see Exhibit A). **Payment amount is not to exceed an additional Eight Thousand Seven Hundred and Twelve Dollars and 00/100 (\$8,712.00).**

The attached quote for Barracuda Message Archiver Licenses is hereby incorporated into and governed by the negotiated terms and conditions of the City of Saratoga Springs, NY Contract.

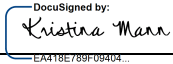
Except as amended herein, the remaining terms and conditions of the City of Saratoga Springs, NY Contract shall remain in full force and effect.

The City of Saratoga Springs NY Contract and this ADDENDUM ONE, together with all exhibits, schedules, and attachments hereto, are the complete and exclusive agreement between the parties with respect to the subject matter hereof. Any changes to the terms and conditions within a P.O., schedule, proposal, etc., shall be null and void.

THEREFORE, the City and the Vendor have executed this ADDENDUM ONE on the dates indicated below:

VENDOR AND/OR SERVICE PROVIDER:
SHI TECHNOLOGY CORP.

CITY OF SARATOGA SPRINGS, NY

By: 
EA41BE789F0B04...

By: _____

Name: Kristina Mann

Name: _____

Title: Sr. Manager - Contracts

Title: Mayor

Date: 1/3/2024

Date: _____

Per Council Approval: December 28, 2023



Pricing Proposal
Quotation #: 24290495
Reference #: 12/15/2023
Created On: 12/15/2023
Valid Until: 1/31/2024

NY-City of Saratoga Springs

Michael Wangerin

474 Broadway City Hall
Saratoga Spgs., NY 12866
United States
Phone: (518) 587-3550 x2310
Fax:
Email: michael.wangerin@saratoga-springs.org

Inside Account Executive

Niall El-Adawy

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7686
Fax:
Email: niall_eladawy@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 BARRACUDA NETWORKS : Barracuda Message Archiver Virtual License 450 Barracuda - Part#: BMAV450A Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 106289	1	\$0.00	\$0.00
2 BARRACUDA NETWORKS : Barracuda Message Archiver Virtual License 450 Subscription Barracuda - Part#: BMAV450A-V Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 106289	12	\$726.00	\$8,712.00
Total			\$8,712.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
Quotation #: 24290495
Reference #: 12/15/2023
Created On: 12/15/2023
Valid Until: 12/31/2023

NY-City of Saratoga Springs

Michael Wangerin

474 Broadway City Hall
Saratoga Spgs., NY 12866
United States
Phone: (518) 587-3550 x2310
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Email: michael.wangerin@saratoga-springs.org

Inside Account Executive

Niall El-Adawy

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7686
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All Prices are in US Dollar (USD)

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Total			\$8,712.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



City of Saratoga Springs, NY Contract

City Department: Finance-IT Department Contact Person: Michael Wangerin City Ext. 2310
Company Name: SHI International Corp.
Company Address: 300 Davidson Ave, Somerset, NJ 08873
Company Telephone No.: (732) 652-7686 Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: Niall El-Adawy Title: Account Executive
Primary Contact Email: niall_eladawy@shi.com
Service to be Provided: Barracuda Message Archiver
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 Barracuda Message Archiver (Quote # 24151456) the Vendor and/or Service Provider submitted proposals dated **November 29, 2023** (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 **12/31/2024**. 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 **Eight Thousand Seven Hundred and Twelve Dollars and 00/100 (\$8,712.00)** 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 Finance 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 **Niall El-Adawy**. 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 Finance**, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 To Vendor and/or Service Provider: **SHI International Corp, ATTN: Niall El-Adawy, 300 Davidson Ave, Somerset, NJ 08873**
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- A. For projects whose total value is between Zero and \$100,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of professional services:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;

- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. For projects involving any form of **pollution risk or exposure, environmental hazard, asbestos or special circumstances:**
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Pollution Liability Insurance including Coverage for Asbestos Abatement:** One Million Dollars Each Occurrence;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.
- F. For software and technology projects:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Cyber Liability Insurance:** Five Million Dollars per occurrence aggregate;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Technology Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all third party claims, damages, losses and expense (including, but not limited to, reasonable 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 third party 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. [AH1]

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. **Limitation of Liability:** NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY PROPERTY DAMAGE, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE CITY TO THE VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

28. **WARRANTY DISCLAIMER:** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

29. **Return Policy:** All returns are subject to the Vendor's return policy at www.shi.com/returnpolicy.

28. **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 conditions set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: Kristina Mann Date: 12/18/2023

Print Name: Kristina Mann Title: Sr. Manager-Contracts

City of Saratoga Springs' Signature: [Signature] Date: 12/19/2023

Print Name: Ron Kim Title: Mayor City Council Approval Date: December 19, 2023



Pricing Proposal
Quotation #: 24151456
Reference #: 11/3/2023
Created On: 11/7/2023
Valid Until: 12/31/2023

NY-City of Saratoga Springs

Michael Wangerin

474 Broadway City Hall
Saratoga Spgs., NY 12866
United States
Phone: (518) 587-3550 x2310
Fax:
Email: michael.wangerin@saratoga-springs.org

Inside Account Executive

Niall El-Adawy

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7686
Fax:
Email: niall_eladawy@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 BARRACUDA NETWORKS : Barracuda Message Archiver Virtual License 450 Barracuda - Part#: BMAV450A Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 106289	1	\$0.00	\$0.00
2 BARRACUDA NETWORKS : Barracuda Message Archiver Virtual License 450 Subscription Barracuda - Part#: BMAV450A-V Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 106289	12	\$726.00	\$8,712.00
Total			\$8,712.00

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2023

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 Marsh & McLennan Agency LLC Park 80 West, Plaza Two 250 Pehle Avenue, Suite 400 Saddle Brook, NJ 07663	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Jennifer.juarez@marshmma.com														
INSURED SHI International Corp. 290 Davidson Avenue Somerset, NJ 08873	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : American Casualty Company of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER D : National Fire Insurance Co of Hartford</td> <td>20478</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 : National Fire Insurance Co of Hartford	20478	INSURER B : Continental Insurance Company	35289	INSURER C : American Casualty Company of Reading PA	20427	INSURER D : National Fire Insurance Co of Hartford	20478	INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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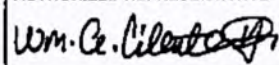
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		6050250197	09/30/2023	09/30/2024	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 - COMPIOP AGG \$2,000,000 \$
D	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		6050291509	09/30/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		6081819517	09/30/2023	09/30/2024	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	650251110	09/30/2023	09/30/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NY-City of Saratoga Springs is included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General Liability insurance and subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER

CANCELLATION

NY-City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/15/2023

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PRODUCER Marsh & McLennan Agency LLC Park 80 West, Plaza Two 250 Pehle Avenue, Suite 400 Saddle Brook, NJ 07663	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jennifer.juarez@marshmma.com														
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NY-City of Saratoga Springs is included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General Liability insurance and subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER**CANCELLATION**

NY-City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wm. G. Cilento

RESOLUTION
(For Expenditure of Retirement System Reserve)

WHEREAS, the City Council of the City of Saratoga Springs established the Retirement System Reserve on May 18, 2005 to accumulate moneys to finance all or part of the cost of the City's retirement obligation as described in New York State General Municipal Law § 6-r; and

WHEREAS, on November 28, 2023 the City Council approved the 2024 Budget, which includes a General Operating Fund Budget which reflects expenditures for payments into the New York State and Local Employees' Retirement System and the New York State and Local Police and Fire Retirement System as required by state law, and the revenues that support these expenditures. The 2024 General Operating Fund Budget includes \$500,000 from the Retirement System Reserve; and

WHEREAS, these expenditures to the New York State and Local Retirement System and the New York State and Local Police and Fire Retirement System are in accordance with the purposes of the Retirement System Reserve;

NOW, THEREFORE, BE IT RESOLVED, that the above-described specific expenditure up to the amount of \$500,000, is hereby approved as authorized as in accordance with the Retirement System Reserve.

Ayes: _____ Nays: _____

Dated: *January 16, 2024*

AN ORDINANCE TO AMEND CHAPTER 126 OF THE CODE OF THE CITY OF SARATOGA SPRINGS, NY, ENTITLED "GARBAGE, RUBBISH AND REFUSE"

BE IT ORDAINED by the City Council of the City of Saratoga Springs, NY, as follows:

SECTION 1. Section 126-5 of Chapter 126 of the Code of the City of Saratoga Springs, entitled "Garbage, Rubbish and Refuse – Deposit of Refuse" is hereby amended to read (new material underlined; old material in brackets):

126-5 Deposit of refuse.

A. Except as otherwise provided in this section, no person, firm, partnership, corporation or legal entity shall deposit refuse upon or along any road, curb, sidewalk, alley, street or land in the City of Saratoga Springs without the written permission of authorized personnel of the Department of Public Works.

B. Between March 1 and December 31 in any year, a person, firm, partnership, corporation, or legal entity may deposit yard debris such as leaves, grass and other similar natural materials at curbside for pickup by the Department of Public Works. Any such debris shall be placed in suitable containers, receptacles, or paper bags, and shall not be loosely piled. Tree limbs and branches shall not exceed four feet in length.

C. The Commissioner of Public Works, in his discretion, may from time to time establish schedules during which the Department of Public Works shall pick up refuse placed for collection at or near a road, curb, sidewalk, alley or street. The Commissioner shall have the authority to specify the types of refuse that shall be so collected, as well as types of receptacles or containers to be used, and the number of hours prior to scheduled pickup that said refuse may be placed for collection.

In addition to and not in limitation of Subsection B above, the Commissioner of Public Works shall have authority to establish a permit system by which persons, firms, partnerships, corporations and legal entities engaged in the business of landscaping or property maintenance may deposit refuse consisting of yard debris such as grass, leaves, tree limbs and similar natural materials, lawfully collected by them in the course of business, at a compost facility operated and controlled by the City. Any such permit system shall specify the means to confirm that the refuse so deposited was collected from a property located in Saratoga Springs.

D. Any deposit of refuse not in accordance with shall be a violation of this chapter, and the Commissioner of Public Works is hereby authorized and empowered to pay for the correction of said violation, subject to the approval of the City Council of the City of Saratoga Springs.

(1) When the Commissioner of Public Works has effected the correction of the violation or has paid for its removal, the actual cost thereof, plus the accrued legal rate of interest per

annum from the date of the completion of the work, if not paid by such owner prior thereto, shall be charged to such owner by the City, and such charge shall become due and payable by said owner or person at the time of the payment of such bill.

(2) Where the full amount due the City is not paid by such owner within 20 days after the correction of such violation as provided in Subsections A and B above, then and in that case, the Commissioner of Public Works shall cause to be filed in the office of the City Clerk a sworn statement showing the cost and expense incurred for the work, the date the work was completed and the location of the property by section, lot and block on which said work was done and the name of the reputed owner thereof. The filing of such sworn statement shall constitute a lien and privilege on the property and shall remain in full force and effect for the amount due in principal and interest, plus the cost of court, if any, for collection, until final payment has been made. Said costs and expenses shall be collected in the manner fixed by law for the collection of taxes and, further, shall be subject to a delinquent penalty at the legal rate of interest in the event that the same is not paid in full on or before the date the tax bill upon which such charge appears becomes delinquent. Sworn statements filed in accordance with the provisions hereof shall be prima facie evidence that all legal formalities have been complied with and that the work has been properly and successfully done and shall be full notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against the property designated and described in the statement and that the same is due and collectible as provided by law.

SECTION 2. This Ordinance shall take effect the day after publication as provided by the City Charter of the City of Saratoga Springs, NY.

ADOPTED:

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK

By: Dillon Moran, City Clerk

AN ORDINANCE TO AMEND CHAPTER 126 OF THE CODE OF THE CITY OF SARATOGA SPRINGS,
NY, ENTITLED "GARBAGE, RUBBISH AND REFUSE"

BE IT ORDAINED by the City Council of the City of Saratoga Springs, NY, as follows:

SECTION 1. Section 126-5 of Chapter 126 of the Code of the City of Saratoga Springs, entitled "Garbage, Rubbish and Refuse – Deposit of Refuse" is hereby amended to read (new material underlined; old material in brackets):

126-5 Deposit of refuse.

A. Except as otherwise provided in this section, no person, firm, ~~partnership or corporation~~partnership, corporation or legal entity shall deposit refuse upon or along any road, curb, sidewalk, alley, street or land in the City of Saratoga Springs without the written permission of authorized personnel of the Department of Public Works.

Formatted: Indent: First line: 0.5"

B. Between ~~March 1 June 1~~ and ~~December 31September 16~~ in any year, a person, firm, ~~partnership or corporation~~partnership, corporation, or legal entity may deposit yard debris such as leaves, grass and other similar natural materials at curbside for pick up by the Department of Public Works. Any such debris shall be placed in suitable containers, receptacles, or paper bags, and shall not be loosely piled. Tree limbs and branches shall not exceed four feet in length.

C. The Commissioner of Public Works, in his discretion, may from time to time establish schedules during which the Department of Public Works shall pick up refuse placed for collection at or near a road, curb, sidewalk, alley or street. The Commissioner shall have the authority to specify the types of refuse that shall be so collected, as well as types of Containers, receptacles, or paper bags ~~receptacles or containers~~ to be used, and the number of hours prior to scheduled pick up that said refuse may be placed for collection.

In addition to and not in limitation of Subsection B above, the Commissioner of Public Works shall have authority to establish a permit system by which persons, firms, partnerships, corporations and legal entities engaged in the business of landscaping or property maintenance may deposit refuse consisting of yard debris such as grass, leaves, tree limbs and similar natural materials, lawfully collected by them in the course of business, at a compost facility operated and controlled by the City. Any such permit system shall specify the means to confirm that the refuse so deposited was collected from a property located in Saratoga Springs.

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D. Any deposit of refuse not in accordance with ~~Subsection B above~~ shall be a violation of this chapter, and the Commissioner of Public Works is hereby authorized and empowered to pay for the correction of said violation, subject to the approval of the City Council of the City of Saratoga Springs.

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(1) When the Commissioner of Public Works has effected the correction of the violation or has paid for its removal, the actual cost thereof, plus the accrued legal rate of interest per annum from the date of the completion of the work, if not paid by such owner prior thereto, shall be charged to such owner by the City, and such charge shall become due and payable by said owner or person at the time of the payment of such bill.

(2) Where the full amount due the City is not paid by such owner within 20 days after the correction of such violation as provided in Subsections A and B above, then and in that case, the Commissioner of Public Works shall cause to be filed in the office of the City Clerk a sworn statement showing the cost and expense incurred for the work, the date the work was completed and the location of the property by section, lot and block on which said work was done and the name of the reputed owner thereof. The filing of such sworn statement shall constitute a lien and privilege on the property and shall remain in full force and effect for the amount due in principal and interest, plus the cost of court, if any, for collection, until final payment has been made. Said costs and expenses shall be collected in the manner fixed by law for the collection of taxes and, further, shall be subject to a delinquent penalty at the legal rate of interest in the event that the same is not paid in full on or before the date the tax bill upon which such charge appears becomes delinquent. Sworn statements filed in accordance with the provisions hereof shall be prima facie evidence that all legal formalities have been complied with and that the work has been properly and successfully done and shall be full notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against the property designated and described in the statement and that the same is due and collectible as provided by law.

SECTION 2. This Ordinance shall take effect the day after publication as provided by the City Charter of the City of Saratoga Springs, NY.

ADOPTED:

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK

By: Dillon Moran, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/02/2024

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PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Joe Johnson Equipment LLC a division of Federal Signal Corporation 62 LaGrange Ave Rochester NY 14613 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B: American Zurich Ins Co</td><td>40142</td></tr><tr><td>INSURER C: RSUI Indemnity Company</td><td>22314</td></tr><tr><td>INSURER D: Berkley National Insurance Company</td><td>38911</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: Zurich American Ins Co	16535	INSURER B: American Zurich Ins Co	40142	INSURER C: RSUI Indemnity Company	22314	INSURER D: Berkley National Insurance Company	38911	INSURER E:		INSURER F:	
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INSURER C: RSUI Indemnity Company	22314														
INSURER D: Berkley National Insurance Company	38911														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570103419636 **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.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
A	X	COMMERCIAL GENERAL LIABILITY			GL0007560502 GL Premise GL0007560602 GL Products	11/01/2023	11/01/2024	EACH OCCURRENCE	\$2,000,000
A		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				11/01/2023	11/01/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$2,000,000
								GENERAL AGGREGATE	\$4,000,000
								PRODUCTS - COMP/OP AGG	\$6,000,000
								Prod-Comp/Ops - Ea	\$3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:							
	X	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
		OTHER:							
A		AUTOMOBILE LIABILITY			BAP 0075607 02 Auto AOS	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	
		OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
C	X	UMBRELLA LIAB			NHN104999	11/01/2023	11/01/2024	EACH OCCURRENCE	\$1,000,000
		EXCESS LIAB						AGGREGATE	\$1,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$10,000							
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0007560302 AOS WC0007560402 Retro	11/01/2023	11/01/2024	X PER STATUTE <input type="checkbox"/> OTH-ER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		11/01/2023	11/01/2024	E.L. EACH ACCIDENT	\$1,000,000
								E.L. DISEASE-EA EMPLOYEE	\$1,000,000
								E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Saratoga Springs is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General 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 Office of Risk and Safety City of Saratoga Springs 474 Broadway 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 <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier :

570103419636

Certificate No :





AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Joe Johnson Equipment LLC
POLICY NUMBER See Certificate Number: 570103419636		
CARRIER See Certificate Number: 570103419636	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(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]



City of Saratoga Springs, NY Contract

City Project Number: Sole Source _____ **City Project Name:** Parts & Service for Elgin & Vactor Equipment
City Department: Public Works _____ **Department Contact Person:** Ben Nygard _____ **City Ext.** 2569
Company Name: Joe Johnson Equipment USA, Inc. _____
Company Address: 62 LaGrange Ave, Rochester NY 14613 _____
Company Telephone No.: 585-254-7700 _____ **Company Fax No.:** _____
Vendor and/or Service Provider Primary Contact: Craig Reynolds _____ **Title:** _____
Primary Contact Email: creynolds@jjeusa.com _____
Service to be Provided: Parts & Service for Elgin & Vactor Equipment _____
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 Parts&Srvc Elgin&Vactor Equip, the Vendor and/or Service Provider submitted proposals dated _____ (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 12/31/2024. 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 Unit Bid prices, Subject to appropriation, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
- Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of DPW 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 Craig Reynolds. 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 DPW, 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: Joe Johnson Equipment USA
- 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:

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.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to **Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866**, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the

services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.

11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: Craig Reynolds JDE Date: 12/11/23
 Print Name: CRAIG REYNOLDS Title: PARTS Mgr.
 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: _____

Print Name: _____

Title: _____

Date: _____

12/11/23

Craig Reynolds

Parts mgr

Request for Certification of Sufficient Funds

Submittal Date: 12/27/23

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):

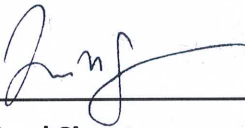
Vendor: Joe Johnson Equipment USA

2024

Project: Elgin & Vactor Parts & Service

Appropriation	Amount for Approval:	Current Amount Available:	Pend Trans:
A3335014-54510	\$40,000.00	\$162,000.00	
A3335124-54510	\$10,000.00	\$35,000.00	
Total:	\$50,000.00	\$197,000.00	

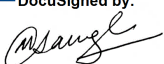
DS
MS


 Department Head Signature

12/28/23
 Date

Certification of Sufficient Funds

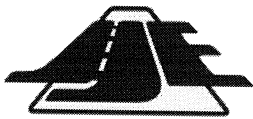
The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:

 00CBE3FAAE9B4F8...

12/28/2023

Commissioner of Finance

Approval Date



**Joe Johnson
Equipment LLC**

Subsidiary of Federal Signal Corporation

12/11/23

City of Saratoga Springs

Re: Parts & Service Agreement

Term: 1, 2, or 3 Yr. Renewable

Please be advised that Joe Johnson Equipment LLC, 62 LaGrange Avenue, Rochester, NY 14613 is pleased to offer you the following terms and conditions on a Parts and Service agreement.

1. Elgin and Vactor Parts List Price – 5% (Freight to be PP&Added to invoice)
No discount on "Special Priced" parts. Ex: Brooms

Note: Joe Johnson agrees to charge the prices as currently set by the manufacturer for Elgin and Vactor products at time of order placement. Vendor price list are subject to change. A two week notice will be given on any master price list changes.

2. Service Labor-Shop \$157.50/hr. (plus 8% supplies & enviro fees)
3. Service Labor-Field \$173.25/hr (plus 8% supplies & enviro fees)

Joe Johnson currently charges \$157.50/hr. (plus 8% supplies) hourly rate for "Shop" labor on the Elgin Street Sweepers and \$157.50/hr. (plus 8% supplies) hourly rate for "Shop" labor on Vactor equipment for a period of this date through to December 31, 2024.

Joe Johnson currently charges \$173.50/hr. (plus 8% supplies & enviro fees) hourly rate for "Field" labor on the Elgin Street Sweepers and \$173.50/hr. (plus 8% supplies & enviro fees) hourly rate for "Field" labor on Vactor equipment for a period of this date through to December 31, 2024.

We look forward to providing continued service with City of Saratoga Springs.

Thank you!

Craig Reynolds

Parts Manager

Joe Johnson Equipment Inc. | Clean Air. Clean Water. Clean Streets.

Subsidiary of Federal Signal Corporation

62 LaGrange Ave, Rochester, NY 14613

Tel 585.254.7700 | Fax 585.254.9122

Cell 585-690-1093

creynolds@jjeusa.com | www.jjei.com



585.254.7700



jjei.com

585.254.9122



info@jjei.com

62 LaGrange Avenue, Rochester NY, 14613

Clean Air. Clean Water. Clean Streets.

12/11/23

City of Saratoga Springs

To C/O Saratoga Springs Purchasing:

The Authorized Elgin and Vactor Distributor for Saratoga County, New York is:

Joe Johnson Equipment	Joe Johnson Equipment
62 LaGrange Avenue	920 So. Pearl St.
Rochester, NY 14613	Albany, NY. 12202
Tel: 585-254-7700	Tel: 518-407-3698
Fax: 585-254-9122	
URL: www.jjeusa.com	

Parts Contact: Craig Reynolds, Nate Billings, Chris Gauthier

As an Authorized Elgin and Vactor Distributor, Joe Johnson Equipment maintains an inventory of Elgin and Vactor Performance Matched Replacement Parts and a staff of factory trained technicians to provide service and support to users of Elgin Sweepers and Vactor Vacuum Trucks.

We often learn of instances where other parts suppliers have attempted to represent themselves as suppliers of genuine Elgin/Vactor parts, or as being authorized by Elgin/Vactor to manufacture replacement parts. Please be advised that **Elgin/Vactor Performance Matched Replacement Parts** are sold only through Authorized Elgin/Vactor Distributors. The Elgin Sweeper Company and Vactor does not provide other suppliers - will fitters - with our design specifications. In addition, we have not authorized any other manufacturer to make or distribute current **Elgin/Vactor Performance Matched Replacement Parts**.

If you have a question regarding identification of an Authorized Elgin/Vactor Distributor, please call the Elgin Sweeper Company at 847-741-5370. We will be happy to provide you with the required information.

Sincerely,

Jeremy Olson
ESG Parts Product Manager
Environmental Solutions Group
Federal Signal Corporation

ELGIN

VACTOR

GUZZLER

JETSTREAM

RAVO

Municipal Solid Waste and Compactor Rental RFP 2023-53 Bid Results

Casella Waste Systems, Inc.

Dillon Flynn

1392 Route 9

Fort Edward, NY 12828

Dillon.Flynn@Casella.com

Bid Item	Bid	Purchasing	Risk and Safety
1A	\$79,900.00	Meets requirements.	Approved.
1B	\$37,500.00		
1C	\$6,000.00		
Total	\$123,400.00		
2D	N/A		
Total	N/A		
3A	N/A		
3B	N/A		
3C	N/A		
3D	N/A		
Total	N/A		

STATEMENT OF SPECIFICATIONS: **Municipal Solid Waste & Compactor Rental**

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City may consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the Bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

"TIPPING"

The successful bidder will be responsible for the removal of the 40-yard bin from the City's compactor. An empty 40-yard bin will be put in its place. This is estimated to occur every Monday, Thursday, and Saturday at the City of Saratoga Springs Transfer Station located on Weibel Avenue, Saratoga Springs, New York. The successful bidder will supply the 40 yard receiving boxes.

"HAULING"

The successful bidder will be responsible for hauling and disposing of the municipal solid waste collected at the Weibel Ave landfill site. If the primary landfill site for hauling is closed, the City will be notified in advance that the municipal solid waste will be transported to a different landfill site.

"COMPACTOR RENTAL"

Delivery, installation and maintenance for the rental of a 3 yard municipal solid waste compactor for the period of the contract. Service frequency is a minimum of one standard maintenance service visit monthly during the term of the contract. Bidders may visit the site at any time that it is open, which is Tuesday – Saturday from 8:00 am to 3:45 pm for review of installation and performance requirements.

If this Request for Proposal is awarded, it shall be awarded to the responsive and responsible Bidder(s) on an Item by-Item basis to the Bidder(s) who submit the best value bid complying with the conditions and qualifications of the
Notice to Bidders and Instructions to Bidders

BID PROPOSAL SHEET

BID ITEM #1 – TIPPING & HAULING ONLY (NO COMPACTOR RENTAL)

BID ITEM#	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1A	850 Tons	TIPPING FEE-	\$ 94.00 /Ton	\$ 79,900.00
1B	150 Trips	HAULING FEE- Monday thru Friday only Saturday haul \$300	\$ 250.00 /Trip	\$ 37,500.00
1C	24 Trips	HAULING FEE (ALTERNATE SITE)-m-f only Saturday haul \$300	\$ 250.00 /Trip	\$ 6,000.00
TOTAL BID for ITEM #1- TIPPING & HAULING IN FIGURES				\$ 123,400.00
TOTAL BID for ITEM #1- TIPPING & HAULING WRITTEN One hundred twenty three thousand four hundred dollars				

BID ITEM #2 –COMPACTOR RENTAL ONLY

BID ITEM#	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2D	12 Months	3 YARD COMPACTOR RENTAL-	\$ /Month	\$
TOTAL BID for ITEM #2- COMPACTOR RENTAL IN FIGURES				\$
TOTAL BID for ITEM #2- COMPACTOR RENTAL WRITTEN				

BID ITEM #3 – TIPPING, HAULING AND COMPACTOR RENTAL

BID ITEM#	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3A	850 Tons	TIPPING FEE-	\$ /Ton	\$
3B	150 Trips	HAULING FEE-	\$ /Trip	\$
3C	24 Trips	HAULING FEE (ALTERNATE SITE)-	\$ /Trip	\$
3D	12 Months	3 YARD COMPACTOR RENTAL-	\$ /Month	\$
TOTAL BID for ITEM #3- TIPPING, HAULING & COMPACTOR RENTAL IN FIGURES				\$
TOTAL BID for ITEM #3- TIPPING, HAULING & COMPACTOR RENTAL WRITTEN				

Name of primary landfill site as quoted in Item 1B & 3B: Hiram Hollow Transfer

Name of primary landfill site as quoted in Item 1C & 3C: Green Ridge RDF

COMPANY NAME: Casella Waste Management, Inc.

ADDRESS: 1392 Route 9

Fort Edward NY 12828 Phone No. (518) 415 - 7421
(City) (State) (Zip)

E-MAIL ADDRESS: Dillon.Flynn@Casella.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Dillon Flynn

TITLE: Division Manager DATE: 12/12/23

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

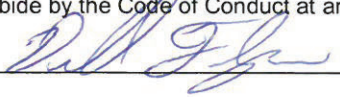
The City is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from Vendors that the City conducts business with. The City requires that all Vendors abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to 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: Dillon Flynn

Title: Dillon Flynn Date: 12/12/23

Company Name: Casella Waste Management, Inc.

Company Address: 1392 Route 9, Fort Edward, NY 12828

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of December, 202~~2~~³ as the act and deed of said corporation of partnership.



City of Saratoga Springs, NY: *Risk and Safety Agreement for Contractor Services*

Municipal Solid Waste &
City Project Number: 2023-53 **City Project Name:** Compactor Rental **Prevailing Wage Project No.:** _____
City Department: Department of Public Works **Department Contact Person:** Stephanie Richards **City Ext.:** _____
Company Name: Casella Waste Management, Inc.
Company Address: 1392 Route 9, Fort Edward, NY 12828
Company Telephone No.: 518.415.7421 **Company Fax No.:** 518.792.3318
Contractor Primary Contact for This Project: Dillon Flynn **Title:** Division 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 must provide proof of NYS Pesticide Application Licensure upon execution of this Agreement.

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;
- **Pollution Liability:** One Million Dollars per Occurrence;
- **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.

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 21, 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 contact 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:** _____

CERTIFICATE OF AUTHORITY
Casella Waste Management, Inc.

At a duly authorized meeting of the Board of Directors of Casella Waste Management, Inc., it was voted that John W. Casella, Vice-President & Secretary and/or Dillon Flynn, Division Manager, are each authorized to independently execute all bid and contract documents relating to the City of Saratoga Springs, New York's Request for Proposal for "RFP#: 2023-53, Municipal Solid Waste & Compactor Rental." In the name of and on behalf of Casella Waste Management, Inc., all such documents shall be valid and binding upon Casella Waste Management, Inc.

A True Copy Attested,

Company Name: Casella Waste Management, Inc.
Fort Edward Hauling


Address: 1392 Route 9
Fort Edward, NY 12828

Name & Title of Signatory: John W. Casella, Vice-President & Secretary

Date: December 7, 2023

I hereby certified that I am the Secretary of Casella Waste Management, Inc., and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

Signature: _____



**Auto Liability, General Liability, Umbrella/Excess
Certificate of Insurance Requests**



NOYLE JOHNSON INSURANCE
AN ALERA GROUP COMPANY

Casella Requestor: Dillon Flynn

Email address: Dillon.Flynn@casella.com

Casella Legal Entity Name: Casella Waste Management, Inc.

Casella Entity Address: 1392 Route 9, Fort Edward, NY 12828

Certificate Holder Name: City of Saratoga Springs

Certificate Holder Address: 474 Broadway, Suite 21
Saratoga Springs, NY 12866

Certificate Holder Email: Stefanie.richards@saratoga-springs.org

Special Certificate Language*: name the City as Additional Insured on a
(I.e. Additional Insured, etc.) primary and non-contributory basis
see page 11 -12 of bid documents

*Please attach a copy of the document requiring the Certificate of Insurance so that NWJ can reference any special language needed on the certificate.


John Safford

***Please email request to Casella@nwjinsurance.com or fax to
(802)223-7515.***



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Noyle Johnson Group an Alera Group Company 119 River Street P.O. Box 279 Montpelier VT 05601-0279	CONTACT NAME: Amanda Hamilton PHONE (A/C, No, Ext): (802) 684-8096 FAX (A/C, No): (802) 223-7515 E-MAIL ADDRESS: casella@nwjinsurance.com																					
INSURED Casella Waste Management, Inc. dba: Casella Waste Services, Fort Edward Hauling 1392 Route 9 Fort Edward NY 12828	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Lexington Insurance Co.</td><td>19437</td></tr><tr><td>INSURER B:</td><td>Old Republic Insurance Co.</td><td>24147</td></tr><tr><td>INSURER C:</td><td>The Cincinnati Casualty Company</td><td>28665</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Lexington Insurance Co.	19437	INSURER B:	Old Republic Insurance Co.	24147	INSURER C:	The Cincinnati Casualty Company	28665	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** Springer 2023#2 **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 type="checkbox"/> LOC OTHER:	X	Y	082695204	04/30/2023	04/30/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>3,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>3,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>3,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	3,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	3,000,000	GENERAL AGGREGATE	\$	4,000,000	PRODUCTS - COMP/OP AGG	\$	3,000,000		\$	
EACH OCCURRENCE	\$	3,000,000																										
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000																										
MED EXP (Any one person)	\$	5,000																										
PERSONAL & ADV INJURY	\$	3,000,000																										
GENERAL AGGREGATE	\$	4,000,000																										
PRODUCTS - COMP/OP AGG	\$	3,000,000																										
	\$																											
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	MWTB 311995 23	01/01/2023	01/01/2024	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>5,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,000																										
BODILY INJURY (Per person)	\$																											
BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
	\$																											
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td></td></tr><tr><td>AGGREGATE</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$		AGGREGATE	\$			\$													
EACH OCCURRENCE	\$																											
AGGREGATE	\$																											
	\$																											
B	<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 Y	MWC 311994 23	01/01/2023	01/01/2024	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<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									
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																												
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E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										
B	Excess Auto Liability			MWZX 315503 23	04/30/2023	04/30/2024	\$2M Excess \$5M Auto Liability 2,000,000																					
C	Excess Auto Liability			EXS0575546	04/30/2023	04/30/2024	\$3M Excess \$7M Auto Liability 3,000,000																					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Saratoga Springs and their Agents and Employees are Additional Insured under the General Liability and Auto Liability Policies on a Primary and Non-Contributory basis where required by written contract subject to the terms and conditions of each policy. Waiver of Subrogation applies in favor of the Certificate Holder where required by written contract. 30-Day Notice of Cancellation applies.

CERTIFICATE HOLDER

City of Saratoga Springs
Office of Risk & Safety
474 Broadway, Suite 21
Saratoga Springs, NY 12866

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

Timothy Ayer/NBOIVI

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2023

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 Arthur J. Gallagher Risk Management Services, LLC Park 7 12750 Merit Drive Suite 1000 Dallas TX 75251	CONTACT NAME: Katrina Sutton PHONE (A/C, No, Ext): 972-663-6109 FAX (A/C, No): E-MAIL ADDRESS: Katrina_Sutton@ajg.com														
INSURED Casella Waste Management, Inc. dba: Casella Waste Services, Fort Edward Hauling 1392 Route 9 Fort Edward NY 12828	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : XL Insurance America, Inc.</td><td>24554</td></tr><tr><td>INSURER B : Lloyd's Syndicate 3623 (Beazley Furlonge Limited)</td><td></td></tr><tr><td>INSURER C : Lloyd's Syndicate 2623/623 (Beazley Furlonge Ltd)</td><td></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 : XL Insurance America, Inc.	24554	INSURER B : Lloyd's Syndicate 3623 (Beazley Furlonge Limited)		INSURER C : Lloyd's Syndicate 2623/623 (Beazley Furlonge Ltd)		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1910170259**REVISION NUMBER:** 1

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	US00075159LI23A	4/30/2023	4/30/2024	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000 Participation below \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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				
B C	Contractors Professional Liab Pollution Liability		W1E7A8230701 W1E7A2230701	4/30/2023 4/30/2023	4/30/2024 4/30/2024	E&O Limit/Aggregate \$10,000,000 Pollution Each Claim \$15,000,000 Pollution Aggregate \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When coverage for additional insured, waiver, and primary, non-contributory is included in the underlying General Liability, Auto, and Work Comp policies, the umbrella follows form per endorsement CUU 050-0805 for all applicable parties. Umbrella does not cover over pollution policy. Pollution limits do not stack. Umbrella policy follows form.

Umbrella Participating carriers: XL Insurance American, Inc. \$10,000,000 - Policy# US00075159LI23A
Westchester Surplus Lines Insurance Company \$5,000,000 - Policy# G7180334A004
Aspen American Insurance Company \$15,000,000 - Policy# CX00R4223
Axis Excess Insurance \$5,000,000 - Policy# P-001-001119654-01
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs
Office of Risk & Safety
474 Broadway, Suite 21
Saratoga Springs, NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Casella Waste Management, Inc. dba: Casella Waste Services, Fort Edward Hauling 1392 Route 9 Fort Edward NY 12828
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

CNA The Continental Insurance Company \$5,000,000 - Policy# 7036874181
Lexington Insurance Company \$5,000,000 - Policy# 019303159
Landmark American Insurance Company \$5,000,000 - Policy# LHA102206

A 30 day notice of cancellation is included except 10 days for non-payment.



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only) Casella Waste Management, Inc. 1392 Route 9 Fort Edward, NY 12828</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 518-792-3318</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 15-34191</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 03-0272349</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs Department of Accounts 474 Broadway Saratoga Springs, NY 12866</p>	<p>3a. Name of Insurance Carrier Old Republic Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a" MWC 311994 22</p> <p>3c. Policy effective period <u>01/01/2022</u> to <u>01/01/2023</u></p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Audrey Macie
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Audrey Macie 12/8/2022
(Signature) (Date)

Title: Licensed Agent for Old Republic Insurance Company

Telephone Number of authorized representative or licensed agent of insurance carrier: (802) 223-7735

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) Casella Waste Management of N.Y., Inc. 25 Greens Hill Lane Rutland, VT 05701 <small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured 607-739-7354 1c. Federal Employer Identification Number of Insured or Social Security Number 03-0272349
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, Suite 21 Saratoga Springs, NY 12866	3a. Name of Insurance Carrier First Unum Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 548956 3c. Policy effective period 11/1/2023 to 12/1/2024
4. Policy provides the following benefits: <input checked="" type="checkbox"/> A. Both disability and paid family leave benefits. <input type="checkbox"/> B. Disability benefits only. <input type="checkbox"/> C. Paid family leave benefits only.	
5. Policy covers: <input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. <input type="checkbox"/> B. Only the following class or classes of employer's employees: _____ _____	

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed **12/6/2023** By *Mindy Graiver* Digitally signed by Mindy Graiver
DN: cn=Mindy Graiver, email=mgraiver@unum.com, c=US
Date: 2019.08.22 11:14:43 -04'00'
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number **207-575-6406** Name and Title **Mindy Graiver, DBL Specialist**

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board	
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.	
Date Signed _____	By _____ <small>(Signature of Authorized NYS Workers' Compensation Board Employee)</small>
Telephone Number _____	Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



City of Saratoga Springs, NY Contract

City Project Number: RFP2023-53 **City Project Name:** Municipal Solid Waste
City Department: Public Works **Department Contact Person:** Ben Nygard **City Ext.** 2569
Company Name: Casella Waste Systems Inc.
Company Address: 1392 Route 9, Fort Edward, NY 12828
Company Telephone No.: **Company Fax No.:**
Vendor and/or Service Provider Primary Contact: Dillon Flynn **Title:**
Primary Contact Email: dillon.flynn@casella.com
Service to be Provided: Municipal Solid Waste Tipping and Hauling
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 Municipal Solid Waste, the Vendor and/or Service Provider submitted proposals dated 12/12/2023 (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 12/31/2024. 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 \$123,400.00, 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.
- 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 DPW 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 Dillon Flynn. 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 DPW, 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: Casella Waste Systems Inc.
- 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:

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.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to **Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866**, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and

expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.

11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- **Legal:** Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Right to organize:** Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: _____ Date: 12/28/23

Print Name: Dillon Dwyer Title: Division 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: _____

Print Name: Della Elgar

Title: Director Manager

Date: 12/28/23

Request for Certification of Sufficient Funds

Submittal Date: 12/28/23

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):

2024

Vendor: Casella Waste

Project: Municiple Solid Waste

Appropriation	Amount for Approval:	Current Amount Available:	Pend Trans:
A3638184-54521	\$79,900.00	\$60,000.00	\$19,900.00
A3638184-54700	\$43,500.00	\$20,000.00	\$23,500.00
Total:	\$123,400.00		

DS

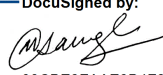

Department Head Signature

1/3/24

Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:

00CBE3FAAE9B4F8...

1/3/2024

Commissioner of Finance

Approval Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Noyle Johnson Group an Alera Group Company 119 River Street P.O. Box 279 Montpelier VT 05601-0279	CONTACT NAME: Amanda Hamilton PHONE (A/C, No, Ext): (802)684-8096 E-MAIL ADDRESS: casella@nwjinsurance.com FAX (A/C, No): (802)223-7515														
INSURED Casella Waste Management, Inc. dba: Casella Waste Services, Fort Edward Hauling 1392 Route 9 Fort Edward NY 12828	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Lexington Insurance Co.</td><td>19437</td></tr><tr><td>INSURER B: Old Republic Insurance Co.</td><td>24147</td></tr><tr><td>INSURER C: The Cincinnati Casualty Company</td><td>28665</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: Lexington Insurance Co.	19437	INSURER B: Old Republic Insurance Co.	24147	INSURER C: The Cincinnati Casualty Company	28665	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Springer 2024#1

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 type="checkbox"/> LOC OTHER:			082695204	04/30/2023	04/30/2024	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90			MWTB 311995 24	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<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 <input checked="" type="checkbox"/> N	N/A	MWC 311994 24	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			MWZX 315503 23	04/30/2023	04/30/2024	\$2M Excess \$5M Auto Liability 2,000,000
C	Excess Auto Liability			EXS0575546	04/30/2023	04/30/2024	\$3M Excess \$7M Auto Liability 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Saratoga Springs is included as additional insured on a primary and non-contributory basis per written contract.

CERTIFICATE HOLDER

dpw-ap@saratoga-springs.org

City of Saratoga Springs
5 Lake Ave
Saratoga Springs, NY 12866

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

Timothy Ayer/JMASSE

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Transit Mix Concrete IFB 2023-60 Bid Results

	Total Bid	Purchasing
Palette Stone Corporation	\$1,549.00	Meets requirements.
David Santos		
269 Ballard Road		
Wilton, NY 12831		
dsantos@dacollins.com		
Bonded Concrete, Inc.	\$2,112.00	Meets requirements.
Philip Clemente		
PO Box 189		
Watervliet, NY 12189		
Sales@BondedConcrete.com		



RON KIM
MAYOR

MINITA SANGHVI
COMM. OF FINANCE

JASON GOLUB
COMM. OF PUBLIC WORKS

JAMES MONTAGNINO
COMM. OF PUBLIC SAFETY

DILLON MORAN
COMM. OF ACCOUNTS

City of Saratoga Springs, NY

Invitation for Bid

Transit Mix Concrete

*PREPARED BY: Department of Public Works
November, 2023*

.....

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

IFB #: 2023-60 – Transit Mix Concrete

Name of Bidder: Palette Stone Corporation

IFB Opening: Wednesday December 27th, 2023 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 IFB 2023-60 Transit Mix Concrete. 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 Wednesday December 27th, 2023 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 Invitation for Bid will be awarded on an item-by-item basis to the responsive and responsible Bidder(s) offering the lowest price for each item.

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(s) submitting the best value bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The Bidder(s) 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.

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.

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 (one original and one thumb drive)
- Non-Collusive Bidding and Vendor Code of Conduct Certification

Step Two: Enclose your bid in a sealed envelope marked:

IFB #: 2023-60 - Transit Mix Concrete

Name of Bidder: Palette Stone Corporation

Bid Opening: Wednesday December 27th, 2023 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 Transit Mix Concrete 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.

STATEMENT OF SPECIFICATIONS

Concrete Class (NYS Class)	Compressive Strength (28 Days)	Description	Price Per CU. YD. (based on 8 yd load)
Class A	3000 psi	Gen. Structural	\$152.00
Class D	4000 psi	Thin Structural	\$157.00
Class DP		Thin Structural & Overlays	\$210.00
Class E	3000 to 4000 psi	Structural Slabs	\$161.00
Class F	5000 psi	High Early Strength	\$177.00
Class G	5000 psi	Underwater	NB
Class H	4000 psi	Pumping	\$177.00
Class J		NYSDOT Section 501 Slipforming	\$164.00
Class HP		NYSDOT Section 501 (EI 00-019)	\$218.00
Class __	4500 psi	Commercial Side walk	\$133.00
Flowable Fill	Excavatable	Backfill Applications	\$120.00
Flowable Fill	Non-Excavatable	Structural Applications	\$123.00

Prices include delivery and unloading, within 30 miles of plant

Truck Time- over 6 minutes per yard:

\$ 2.00 /Min

Delivery Mileage Charge:

\$ 6.50 /Cu.Yd./ mile (over 30 mi.)

Additive to Alter Each Class of Concrete To Meet Field Conditions

Hot Water:

\$ 7.00 (Add. Cost/Cu. Yd.)

Tempered Water:

\$ 5.00 (Add. Cost/Cu. Yd.)

Accelerator:

\$ 13.00 (Add. Cost/Cu. Yd.)

Retarder:

\$ 6.00 (Add. Cost/Cu. Yd.)

Admixtures:

\$ 12.00 (Add. Cost/Cu. Yd.)

Fibrous Concrete Reinforcement: 1.0 to 1.5 lbs of polypropylene fibers per cubic yard of concrete as recommended by manufacturer

Short Loads (One time Charge Per Load):

Size	0-1.99	2.00-3.99	4.00-5.99	6.00-7.00
Additional Cost Per Load	\$350.00	\$325.00	\$300.00	\$250.00

TOTAL BID IN FIGURES: \$ 1549.00 (per Addendum #2, this total is the sum of per unit pricing for just class mixes - quantity 1 assumed without shortloads applied, NB items excluded)

TOTAL BID WRITTEN: One Thousand Five Hundred Forty Nine dollars

COMPANY NAME: Palette Stone Corporation

ADDRESS: 269 Ballard Road

Wilton

(City)

NY

(State)

12831

(Zip)

Phone No. (518) 584 - 2421

E-MAIL ADDRESS: dsantos@dacollins.com

AUTHORIZED SIGNATURE: *David Santos*

PRINTED NAME: David Santos

TITLE: Vice President

DATE: 12/8/23

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: David Santos Printed name: David Santos

Title: Vice President Date: 12/8/23

Company Name: Pallette Stone Corporation

Company Address: 269 Ballard Road, Wilton, NY 12831

Subscribed to under penalty of perjury under the laws of the State of New York, this 8th day of December, 2023 as the act and deed of said corporation or partnership.



City of Saratoga Springs, NY Contract

City Project Number: IFB2023-60 **City Project Name:** Transit Mix Concrete
City Department: Public Works **Department Contact Person:** Ben Nigard **City Ext.** 2569
Company Name: Pallette Stone Corp.
Company Address: 269 Ballard Rd, Wilton NY 12831
Company Telephone No.: 518-584-2421 **Company Fax No.:**
Vendor and/or Service Provider Primary Contact: David Santos **Title:** VP
Primary Contact Email: dsantos@pallastone.com
Service to be Provided: Transit Mix Concrete
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 Transit Mix Concrete, the Vendor and/or Service Provider submitted proposals dated 12/8/23 (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 12/31/24. 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 Unit Bid Prices, Subject to Adjustment, 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 DPW 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 David Santos. 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 DPW, 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: Pallette Stone Corp.
- 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:

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.

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: David W. Santos Date: 01/04/24

Print Name: DAVID W. SANTOS Title: Vice President

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Ron Kim Title: Mayor City Council Approval Date: _____

City of Saratoga Springs, New York APPENDIX A All City Contracts and Agreements

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Vendor and/or Service Provider Signature: _____

Date: 1/2/24

Print Name: David Santos

Title: Vice President

Request for Certification of Sufficient Funds

Submittal Date: 1/5/2024

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: Palette Stone Corp

Project: Transit Mix Concrete

Appropriation	Amount for Approval:	Current Amount Available:	Pend Trans:
A3335014-54180	\$25,000.00	\$90,000.00	
A3335014-54100	\$30,000.00	\$75,000.00	
Total:	\$55,000.00	\$165,000.00	

DS
MS



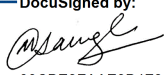
Department Head Signature

1/5/24

Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:

00CBE3FAAE9B4F8...

1/5/2024

Commissioner of Finance

Approval Date

8/31/23



**DEPARTMENT OF
CENTRAL SERVICES**

JOHN WARMT, DIRECTOR

518.885.2210

SARATOGACOUNTYNY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

MEMORANDUM

TO: Chad Cooke, Commr. Public Works

FROM: John Warmt, Purchasing

DATE: July 25, 2023

RE: Rock Salt – 23-PWS-10R

The bid for Rock Salt, specification 23-PWS-10R, has been awarded to all bidders. Salt will be purchased from the lowest bidder with available material at the time of purchase, per the attached bid recap.

The contract period is for one (1) year beginning August 1, 2023 through July 31, 2024 with the option of a one (1) year extension upon written agreement of both parties.

If you have any questions, please contact me.

attachment

cc: D. Plummer, County Auditor

PROPOSAL

***** (BID RESPONSE FORM) *****

Morton Salt, Inc. _____ agrees to furnish Rock Salt to the Saratoga County Public Works
(firm name)

Department, as called for in specification 23-PWS-10R.

	ITEM #1 COARSE ROCK SALT Price per <u>Ton in Bulk</u>	ITEM #2 ROCK SALT MIXTURE Price per <u>Ton in Bulk</u>
F.O.B. Local Storage: (Schenectady & Delanson)	\$ <u>61.00</u>	\$ <u>78.00</u>
By Truck, F.O.B.: Area 1; Rte. 67 & South	\$ <u>61.04</u>	\$ <u>78.04</u>
Area 2; Between Rtes. 67 & 29 (includes: Saratoga Co. Public Works Facility, 3654 Galway Road)	\$ <u>61.65</u>	\$ <u>78.65</u>
Area 3; North Rte. 29	\$ <u>63.30</u>	\$ <u>80.30</u>

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

Saratoga County will reject any bid that does not have a signed Statement of Required Disclosures, Representations, and Certificates that includes the Non-Collusive Bidding Certificate, a Certificate of Compliance with the Iranian Divestment Act, and a Certificate for the Prevention of Sexual Harassment, and binds the bidder to this proposal (attached).

VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name Morton Salt, Inc.

Address 444 West Lake Street, Suite 3000, Chicago, IL 60606

Business Type (Sole Proprietorship, Corporation, LLC, etc.) Corporation

Is your business a Disadvantaged Business Enterprise (DBE)? Yes ☐ No ☒

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? Yes ☐ No ☒

Does your business have a small business status? Yes ☐ No ☒

Any other business status, please provide information: N/A

Provide the name of the Certifying Entity (ties): N/A

Have you conducted business with the County before? Yes ☒ No ☐

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN #: 27-3146174

How did you discover this Bid opportunity? Bid Net Notification

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes ☒ No ☐

If Yes, do you find it useful (explain) or if No, why? Yes, it helps us locate the bid.

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.



**STATEMENT OF REQUIRED
DISCLOSURES, REPRESENTATIONS AND CERTIFICATIONS**

Note: ALL Sections on the following pages must be completed and this Statement must be SIGNED (see Instructions to Bidders for Electronic Signature Requirement)

Name of the Reporting Entity:

Morton Salt, Inc.

Address: 444 West Lake Street

Chicago, IL 60606

Remit to Address if different from above:

Dept. CH 19973

Palatine, IL 60055-9973

FID No.: 27-3146174

Name of Individual Completing this form: Anthony T. Patton

Title/Position: Director, Bulk Deicing US

Telephone Number: (855) 655-4540

Fax Number: 312-896-9208

EMAIL address: bids@mortonsalt.com

EMAIL address (for Purchase Orders to be emailed, this is mandatory):

buyroadsalt@mortonsalt.com

SIGNATORY FIRST & LAST NAME: Anthony T. Patton

SIGNATORY TITLE: Director, Bulk Deicing US Government Sales

Section A. AFFIDAVIT OF NON-COLLUSION
(This form must be included with bid package and initialed)

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

INITIAL: 

Section B. COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- ☒ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- ☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

INITIAL: 

Section C. COMPLIANCE FOR THE PREVENTION OF SEXUAL HARASSMENT

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

- ☒ 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.
- ☐ I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____

INITIAL: 

Section D. SIGNATURE

I hereby acknowledge and understand that by signing this form either electronically or by hand that I have read and understand the bid documents including the Instructions to Bidders, the General Terms and Conditions, the Specifications, and the Proposal Page, and that the pricing offered on the proposal pages will be held firm for the time period provided for in the bid documents.

Print Name: Anthony T. Patton
Name of person responsible for this solicitation.

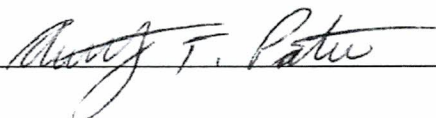
I acknowledge the receipt of N/A addendum(s)

Email Address: bids@mortonsalt.com

Direct Phone Number: 855-665-4540

Fax Number: 312-896-9208

Date: 7/11/2023

SIGNATURE: 

NOTE: This is not a guarantee of Purchase, The County of Saratoga will issue an authorized Purchase Order after the bid has been awarded.



City of Saratoga Springs, NY Contract

City Project Number: County: 23-PWS-10R **City Project Name:** Rock Salt
City Department: Public Works **Department Contact Person:** Ben Nygard **City Ext.** 2569
Company Name: Morton Salt Inc.
Company Address: 444 West Lake St. Chicago IL 60606
Company Telephone No.: 855-655-4540 **Company Fax No.:** 312-896-9208
Vendor and/or Service Provider Primary Contact: Anthony Patton **Title:** Director Bulk Deicing US Government Sales
Primary Contact Email: buyroadsalt@mortonsalt.com
Service to be Provided: Rock Salt
Remit Name (If different from above):
Remit Address: Dept. CH 19973 Palatine, IL 60055-9973

- Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Rock Salt, the Vendor and/or Service Provider submitted proposals dated 7/11/2023 (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 07/31/2024. 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 Unit Bid Prices, Subject to appropriation, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
- Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of DPW 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 Anthony Patton. 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 DPW, 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: Morton Salt Inc.
- 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.

Product Only, No insurance required

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 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: Anthony T. Patton Date: Dec 12, 2023

Print Name: Anthony T. Patton Title: Director, Bulk Deicing US Government Sales

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: John Safford 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: Anthony Patton **Date:** Dec 12, 2023

Print Name: Anthony T. Patton **Title:** Director, Bulk Pricing US Government Sales

Request for Certification of Sufficient Funds

Submittal Date: 1/8/2024

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: Morton Salt Co.

Project: Road Rock Salt

Appropriation	Amount for Approval:	Current Amount Available:	Pend Trans:
A3335014-54400	\$90,000.00	\$140,000.00	
A3335124-54400	\$140,000.00	\$140,000.00	
Total:	\$230,000.00	\$280,000.00	

DS



Department Head Signature

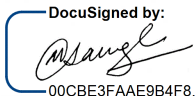
1/8/24

Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:



00CBE3FAAE9B4F8...

1/8/2024

Commissioner of Finance

Approval Date

ROCK SALT BID RECAP - SPECIFICATION 23-PWS-10R

Bid Period: 8/1/23 - 7/31/24

ROCK SALT AWARD RECAP SPECIFICATION 22-PWS-10R	Jamie McClain 888-762-7258 AMERICAN ROCK SALT CO., INC.*	Thomas A. Kowal 585-442-4131 APALACHEE, LLC	Anthony T. Patton 855-655-4540 MORTON SALT, INC.	COMPASS MINERALS AMERICA, INC
<u>ITEM #1 - COARSE ROCK SALT</u>				
F.O.B. LOCAL STORAGE: (Schenectady & Delanson)	\$66.00 Troy, NY	\$67.20 Coeymans, NY	\$61.00	NO BID
BY TRUCK, F.O.B.:				
Area 1 - Rte. 67 & South	\$66.67	\$67.20	\$61.04	NO BID
Area 2 - between Rtes. 67 & 29 (includes Saratoga Co. Public Works Facility)	\$67.92	\$69.00	\$61.65	NO BID
Area 3 - North Rte. 29	\$70.67	\$71.30	\$63.30	NO BID
<u>ITEM #2 - ROCK SALT MIXTURE</u>				
F.O.B. LOCAL STORAGE: (Schenectady & Delanson)	\$80.00 Mt. Morris, NY	\$82.20	\$78.00	NO BID
BY TRUCK, F.O.B.:				
Area 1 - Rte. 67 & South	\$92.01	\$82.20	\$78.04	NO BID
Area 2 - between Rtes. 67 & 29 (includes Saratoga Co. Public Works Facility)	\$92.87	\$84.00	\$78.65	NO BID
Area 3 - North Rte. 29	\$94.79	\$86.30	\$80.30	NO BID
	* Salt meets NYS OGS standards - (ASTM D632, Type 1, Grade 1)	** Attached Alternate Specification to be reviewed.		



City of Saratoga Springs

OFFICE OF PUBLIC WORKS

CITY HALL

474 Broadway

Saratoga Springs, New York 12866

Telephone 518-587-3550

www.saratoga-springs.org

JASON GOLUB
COMMISSIONER

JOSEPH J. O'NEILL, III
DEPUTY COMMISSIONER

Sidewalk Installation AGREEMENT

THIS AGREEMENT made _____ by Dennis Kiingati, of 42 Phila Street, hereinafter called the "Property Owner" and the CITY OF SARATOGA SPRINGS, NEW YORK, a municipality having its principal place of business at City Hall, 474 Broadway, Saratoga Springs, New York, hereinafter called "The City."

The City and Property Owner hereby agree as follows:

1. The City shall perform the following work: install 275 Square feet of concrete sidewalk at per \$15.00 per sq foot, Walkway at 42 Phila Street, in the City of Saratoga Springs, NY.

The work will include the following as needed: labor, concrete, base preparation.

2. The Property Owner shall compensate The City as follows: \$4,125.00 lump sum payment payable to the Commissioner of Finance. Full payment shall be made to the City prior to commencement of the Project.

The Property Owner shall indemnify and save harmless the City of Saratoga Springs, 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 not attributable to or caused by the negligent act or omission of the City, its Employees or Agents.

The Property Owner also understands that, in accordance with the Code of the City of Saratoga Springs, it is the duty and obligation of every property owner in the City to keep sidewalks, curbs and gutters abutting their property in good order and repair and to keep them same safe for the passage of the general public.

IN WITNESS WHEREOF the parties hereto have executed this agreement

on this 11 day of January, 2023

CITY OF SARATOGA SPRINGS, NEW YORK

BY: _____

Mayor

and _____

, Property Owner

CC Approval _____

CITY OF SARATOGA SPRINGS - VOUCHER
474 BROADWAY SARATOGA SPRINGS, NY 12866

DEPT/LOC 4000 DEPARTMENT Public Safety

VENDOR # 7961 VENDOR NAME DLC ELECTRIC, LLC

REMIT ADDRESS 479 STATE ROUTE 40, TROY, NY 12182

PO# multiple FINAL X / X / X PARTIAL

INVOICE # and/or ACCOUNT #	ORG	OBJECT	PROJECT	\$ AMOUNT
REQUEST #12 <i>230556 final</i> \$44,013.50 <i>230598 final</i> <i>220491 final</i> <i>over PO's</i> pending CCA 1.16.2024	H-31-4-6952	52000	1217	\$20,551.00 \$11,529.00 \$ 6,283.50 \$ 5,650.00
RECEIVED BY:			TOTAL	\$44,013.50

By uploading this voucher for payment into the designated electronic folder, I as an approved authorized signor for my department certify the articles or services were necessary and for sole use of the City; have been received in good condition or properly performed.

The Commissioner of Accounts audits and certifies this purchase is in conformity with appropriate standards and procedures by affixing his/her signature to the warrant report approved by City Council in accordance with the City Purchasing Policy.

The Commissioner of Finance certifies this claim is approved from the appropriation indicated above by affixing his/her signature on the check issued as payment for this claim in accordance with the City Purchasing Policy.



HUEBER BREUER

DIVISION OF FIRE PROTECTION SERVICES

**Saratoga Springs- Station #3
PAYMENT REQUEST APPROVAL**

To be completed by CM (HB)

Contractor: DLC Electrical, LLC

Application #: 12

Date received at HUEBER-BREUER: 08/31/23

Contract amount correct: Yes

Lien Release received: Yes

Certified payroll received: yes

Insurance confirmed: Yes

HUEBER-BREUER approval for payment: AS

Amount approved for Payment: **\$44,013.50**

Date Sent to Architect or Owner: 08/31/23

To be completed by Architect (CHA)

Date received at CHA: _____

CHA approval for payment: _____

AIA Type Document
Application and Certification for Payment

Page 1 of 3

TO (OWNER): 474 Broadway
 Saratoga Springs, NY 12866

PROJECT: Saratoga Fire House #3
 16 Henning Road
 Saratoga Springs, NY 12866

APPLICATION NO: 12
PERIOD TO: 8/31/2023

DISTRIBUTION
TO:
☐ OWNER
☒ CONSTRUCTION
 MANAGER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): DLC Electric, LLC
 479 State Route 40
 TROY, NY 12182

ARCHITECT'S
PROJECT NO: 66193

VIA CONSTRUCTION MANAGER:

CONTRACT FOR:

VIA ARCHITECT:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Type Document is attached.

1. **ORIGINAL CONTRACT SUM** \$ 651,900.00

2. **Net Change by Change Orders** \$ 32,080.00

3. **CONTRACT SUM TO DATE** (Line 1 + 2) \$ 683,980.00

4. **TOTAL COMPLETED AND STORED TO DATE** \$ 671,730.00

5. **RETAINAGE:**

a. 5.00 % of Completed Work \$ 33,586.50

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 33,586.50

6. **TOTAL EARNED LESS RETAINAGE** \$ 638,143.50
 (Line 4 less Line 5 Total)

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
 (Line 6 from prior Certificate) \$ 594,130.00

8. **CURRENT PAYMENT DUE** \$ 44,013.50

9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
 (Line 3 less Line 6) \$ 45,836.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	11,529.00	0.00
Total approved this Month	20,551.00	0.00
TOTALS	32,080.00	0.00
NET CHANGES by Change Order	32,080.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: DLC Electric, LLC
 479 State Route 40 TROY, NY 12182

By: Andrew Wittman Date: 08.31.23
 Andrew Wittman / Project Manager

State of: NY

County of: Rensselaer

Subscribed and Sworn to before me this 31st Day of Aug. 20 23

Notary Public: JEANNE MARIANO
 My Commission Expires: 12/23/26 Notary Public, State of New York
 No. 01MA5070500

CERTIFICATE FOR PAYMENT Qualified in Rensselaer County
 Commission Expires 12/23/26

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager and Architect certifies to owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$44,013.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: Annexa Schilling Date: 8/31/2023
 EF4362670BE74EE...

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

Page 2 of 3

TO (OWNER): 474 Broadway
Saratoga Springs, NY 12866

PROJECT: Saratoga Fire House #3
16 Henning Road
Saratoga Springs, NY 12866

APPLICATION NO: 12
PERIOD TO: 8/31/2023

DISTRIBUTION
TO:
☐ OWNER
☒ CONSTRUCTION
MANAGER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): DLC Electric, LLC
479 State Route 40
TROY, NY 12182

ARCHITECT'S
PROJECT NO: 66193

VIA CONSTRUCTION MANAGER:

CONTRACT FOR:

VIA ARCHITECT:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Insurance Bonds Permits	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	500.00
2	Mobilization	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	500.00
3	Project Management & Meetings	40,000.00	38,000.00	0.00	0.00	38,000.00	95.00	2,000.00	1,900.00
4	Temporary Facilities	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	500.00
5	Field Supervision	60,000.00	54,000.00	3,000.00	0.00	57,000.00	95.00	3,000.00	2,850.00
6	Demobilization	2,500.00	0.00	2,250.00	0.00	2,250.00	90.00	250.00	112.50
7	Distribution Gear Procurement	50,000.00	45,000.00	5,000.00	0.00	50,000.00	100.00	0.00	2,500.00
8	Distribution Gear Install Labor & Material	50,000.00	42,500.00	2,500.00	0.00	45,000.00	90.00	5,000.00	2,250.00
9	Power Distribution Procurement	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	1,000.00
10	Power Distribution Install Labor & Material	20,000.00	17,000.00	1,000.00	0.00	18,000.00	90.00	2,000.00	900.00
11	Branch Wiring Material	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0.00	750.00
12	Branch Wiring Labor	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0.00	750.00
13	Branch Wiring Finishes	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	500.00
14	Lighting Procurement	94,700.00	94,700.00	0.00	0.00	94,700.00	100.00	0.00	4,735.00
15	Lighting Install Labor & Material	94,700.00	94,700.00	0.00	0.00	94,700.00	100.00	0.00	4,735.00
16	Mechanical Wiring Material	5,000.00	4,750.00	250.00	0.00	5,000.00	100.00	0.00	250.00
17	Mechanical Wiring Labor	5,000.00	4,750.00	250.00	0.00	5,000.00	100.00	0.00	250.00
18	Fire Alarm Procurement	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00	0.00	2,500.00
19	Fire Alarm Install Labor & Testing	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00	0.00	2,500.00
20	Systems Pathways Material	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	500.00
21	Systems Pathways Install Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	500.00

AIA Type Document
Application and Certification for Payment

Page 3 of 3

TO (OWNER): 474 Broadway
 Saratoga Springs, NY 12866

PROJECT: Saratoga Fire House #3
 16 Henning Road
 Saratoga Springs, NY 12866

APPLICATION NO: 12
PERIOD TO: 8/31/2023

DISTRIBUTION TO:
 _ OWNER
 _ CONSTRUCTION
 _ MANAGER
 _ ARCHITECT
 _ CONTRACTOR

FROM (CONTRACTOR): DLC Electric, LLC
 479 State Route 40
 TROY, NY 12182

**ARCHITECT'S
 PROJECT NO:** 66193

VIA CONSTRUCTION MANAGER:

CONTRACT FOR:

VIA ARCHITECT:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Data Cabling Material	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	500.00
23	Data Cabling Install Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	500.00
24	Add (3) Low Profile Speakers	895.00	0.00	895.00	0.00	895.00	100.00	0.00	44.75
25	Temporary Power Usage Charges	10,634.00	0.00	10,634.00	0.00	10,634.00	100.00	0.00	531.70
26	T&M and Onsite Changes	20,551.00	0.00	20,551.00	0.00	20,551.00	100.00	0.00	1,027.55
REPORT TOTALS		\$683,980.00	\$625,400.00	\$46,330.00	\$0.00	\$671,730.00	98.21	\$12,250.00	\$33,586.50

RECEIPT OF PROGRESS PAYMENT – RELEASE AND WAIVER OF LIENS & CLAIMS CONTRACTOR TO OWNER

Submitted By (Contractor): DLC Electric, LLC (pursuant to its Agreement with)

Submitted To (Owner): **The City of Saratoga Springs**

Project: **Saratoga Fire Station No.3**

THIS PAYMENT: \$ 44,013.50 Invoice #: 12 Invoice Period Ending: August 31, 2023

TOTAL PAYMENTS TO DATE INCLUDING THIS PAYMENT: \$ 594,130⁰⁰

On behalf of the above Contractor, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Contractor hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Agreement Between the Owner and Contractor for the above Project (total net amount paid) for completed Work as represented on its approved invoice for the above "Invoice Period Ending" date for all goods and services provided in connection with performing the Work pursuant to said Agreement Between Owner and Contractor.

The undersigned hereby represents, warrants and certifies that the above Contractor has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services (including Professional Design services in connection with a Design-Build Agreement) on behalf of the Contractor in connection with the above Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the Agreement Between the Owner and Contractor for which the Owner might in any way be held responsible.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Andrew Wittman

TITLE: Project Manager

The undersigned attests that he/she is an officer, owner, member or partner of the Contractor or is a representative of appropriate position duly authorized by the Contractor to execute this instrument.

SIGNATURE: Andrew Wittman DATE: 08.31.23

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: New York

COUNTY: Rensselaer

On this 31st day of Aug. in the year 2023, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Jeanne Mariano
Notary Public Signature

JEANNE MARIANO
Notary Public, State of New York
No. 01MA5070500
Qualified in Rensselaer County
Commission Expires 12/23/ 26

Fwd: Civil Service Cert

From : Corissa Salvo <corissa.salvo@saratoga-springs.org>
Subject : Fwd: Civil Service Cert
To : karen perrino <karen.perrino@saratoga-springs.org>

Wed, Dec 06, 2023 07:02 PM

 1 attachment

Certified with civil service, thank you.

*Corissa Salvo
Civil Service Coordinator
474 Broadway ,3rd Floor Suite 31
Saratoga Springs, NY 12866*

*Ph: 518.587.3550 Ext 2602
www.Saratoga-Springs.org*

From: "karen perrino" <karen.perrino@saratoga-springs.org>
To: "Corissa Salvo" <corissa.salvo@saratoga-springs.org>
Sent: Wednesday, December 6, 2023 2:28:04 PM
Subject: Civil Service Cert

Good afternoon Corissa!

Would you be able to certify the attached for the next warrant?

Thank you, and happy Hump Day!

*Karen V. Perrino, Senior Account Clerk
Department of Public Safety
5A Lake Avenue
Saratoga Springs, NY 12866
518-587-3550 Ext. 2625*

Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.



DLC ELECTRIC.pdf

196 KB

Request for Certification of Sufficient Funds

Submittal Date: 12/13/2023

The Department of Public Safety requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

DLC ELECTRIC LLC
479 STATE ROUTE 40
TROY, NY 12182

Alternate #2

Appropriation – Current Budget Expense

H 314 8952 52000 1217
STATION 3

Org/Object/Proj(s):

Amount Requested for Approval:

\$ 13,900.00

Current Amount Available:

as per MUNIS \$ 192,770.12

Transfer/Amendment Pending:

\$

Transfer/Amendment Date:

Department Head Signature

Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

Commissioner of Finance

Approval Date

CITY OF SARATOGA SPRINGS - VOUCHER
474 BROADWAY SARATOGA SPRINGS, NY 12866

DEPT/LOC 4000 DEPARTMENT PUBLIC SAFETY

VENDOR # 9508 VENDOR NAME JOE'S CYCLE REPAIR

REMIT ADDRESS 124 CENTRAL AVENUE, MECHANICVILLE, NY 12118

PO#	FINAL		PARTIAL	
INVOICE # and ACCOUNT #	ORG	OBJECT	PROJECT	AMOUNT
12 x 21 metal building	A3143314	54720		\$4,000.00
	A3143314	54610		\$4,199.00
RECEIVED BY:				
			TOTAL	\$8,199.00

By uploading this voucher for payment into the designated electronic folder, I as an approved authorized signor for my department certify the articles or services were necessary and for sole use of the City; have been received in good condition or properly performed.

The Commissioner of Accounts audits and certifies this purchase is in conformity with appropriate standards and procedures by affixing his/her signature to the warrant report approved by City Council in accordance with the City Purchasing Policy.

The Commissioner of Finance certifies this claim is approved from the appropriation indicated above by affixing his/her signature on the check issued as payment for this claim in accordance with the City Purchasing Policy.

DEALER joes cycle repair Dealer Phone No. 518 664-7254 Date 12/26/2023
 CUSTOMER City of Saratoga COUNTY Saratoga TAX % (Where Delivered) N/A
 ADDRESS 56 Excelsior Ave CITY Saratoga STATE NY ZIP 12866
 PHONE: WORK 518-683-1446 HOME _____ OTHER _____

UNIT SIZE	W. 12	L. 21	HT. 8	GA. 14 <input type="checkbox"/>	120	All Orders C.O.D. \$14,000 or more 1/2 down before install	
COLOR	TOP <u>S.S.</u> SIDES <u>S.S.</u> TRIM <u>S.S.</u>						
Contact: Andrew Krupki							
	12x21					\$3,141	
	8' Legs					315	
	Both Sides Closed					945	
	E End \$1,155..x-2=					\$2,310	
	Certified 12' Ga. 115MPH/65PSF Snow Load					525	
	1-9x8 Roll-Up Door					963	
							Price \$8,199
							Tax N/A
							Subtotal \$8,199
							% Down Payment
							Before Tax
							Total
							Additional
							Labor Charges
							Balance Due
							at Installation \$8,199
NOTE: FRAME 1 FT SHORTER THAN ROOF LENGTH							
Roof Style	Regular <input checked="" type="checkbox"/>	Boxed Eave <input type="checkbox"/>	Vertical <input checked="" type="checkbox"/>				
Installation Type	Cement <input checked="" type="checkbox"/>	Ground <input type="checkbox"/>	Asphalt <input type="checkbox"/>	Other <input type="checkbox"/>			
Power Available	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Uncertified <input type="checkbox"/>	Certified <input checked="" type="checkbox"/>				

Binding Purchase Agreement

This purchase agreement is made between authorized dealer ***above listed** and signed listed buyer. Includes above agreed price and installation on customers prepared site by manufacturer's approved specifications. Customer is responsible for building permit and site work.

X _____ Buyer e-mail andrew.krupki@saratoga-springs.org

X _____ Authorized Dealer email _____

Request for Certification of Sufficient Funds

Submittal Date: 12/13/2023

The Department of Public Safety requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

Joe's Cycle Repair
124 Central Avenue
Mechanicville, NY 12118

12x21 Metal Building
\$8199.00



Appropriation – Current Budget Expense

A3143314 54720

4000.00

Org/Object/Proj(s):

Current Available

9802.00

Amount Requested for Approval:

\$ A3143314 54610

4199.00

Current Amount Available:

\$ Current Available

7035.14

Transfer/Amendment Pending:

\$

Transfer/Amendment Date: _____

Department Head Signature

Date

12/13/2023

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:

12/28/2023

Commissioner of Finance

Approval Date

CITY OF SARATOGA SPRINGS - VOUCHER
474 BROADWAY SARATOGA SPRINGS, NY 12866

2023

DEPT/LOC 4000 DEPARTMENT PUBLIC SAFETY
VENDOR # VENDOR NAME EMPLOYEE #2539

REMIT ADDRESS

PO#	FINAL	PARTIAL		
INVOICE # and ACCOUNT #	ORG	OBJECT	PROJECT	AMOUNT
IMBURSEMENT FOR FUEL	A3143414	54520		\$49.61 \$59.57 \$20.00 \$30.00
<u>VENDOR ADD ATTACHED</u>				
RECEIVED BY:				
			TOTAL	\$159.18

By uploading this voucher for payment into the designated electronic folder, I as an approved authorized signor for my department certify the articles or services were necessary and for sole use of the City; have been received in good condition or properly performed.

The Commissioner of Accounts audits and certifies this purchase is in conformity with appropriate standards and procedures by affixing his/her signature to the warrant report approved by City Council in accordance with the City Purchasing Policy.

The Commissioner of Finance certifies this claim is approved from the appropriation indicated above by affixing his/her signature on the check issued as payment for this claim in accordance with the City Purchasing Policy.

WELCOME

Welcome to Shell
**WELCOME TO
SHELL**
12863835018

1325 HUTCHINSON RVR PKW
BRONX NY 10461

WELCOME
Eastview
1160 Knollwood Rd
White Plains NY
10603

DATE 12/1/23 13:18
TRAN#9122712
PUMP# 12
SERVICE LEVEL: SELF
PRODUCT: UNLD1
GALLONS: 13.447
PRICE/G: \$3.689
FUEL SALE \$49.61
CREDIT \$49.61

USD\$49.61

*****4423
Entry: Chip Read
AppName: MASTERCARD
AuthNet: MASTERCARD
MODE: Issuer
AID: A0000000041010
Auth #: 04432T
Resp Code: 000
Stan: 13525062984
Invoice #: 188857
Shift #: 1
Store # *****

Description	Qty	Amount
UNLEAD CR #03	12.414G	59.57
SELF @ 4.799/ G		

Subtotal 59.57

Tax 0.00

TOTAL 59.57

CREDIT \$ 59.57

MASTERCARD
USD\$59.57
XXXX XXXX XXXX 4423
Chip Read
APPROVED
AUTH # 03735T
INV # 343202
Mode: Issuer
AID: A0000000041010
TVR: 0000008000
IAD: 0110A0400322000
0000000000000000
0000FF
TSI: E800
ARC: 00

DATE 11/17/23 12:57
TRAN#9023870
PUMP# 02
SERVICE LEVEL: SELF
PRODUCT: REG
GALLONS: 5.129
PRICE/G: \$3.899
FUEL SALE \$20.00
CREDIT \$20.00

USD\$20.00
*****4423
Entry: Chip Read
AppName: MASTERCARD
AuthNet: MASTERCARD
MODE: Issuer
AID: A0000000041010
Auth #: 02413T
Resp Code: 000
Stan: 0188260007
Invoice #: 258699
Shift #: 1
Store # *****

THANK YOU
HAVE A NICE DAY

Please come again

ST# 80113 TILL XXXX DR# 1 TRAN# 9034164
CSH: 0 11/22/23 11:33:14 AM

WELCOME

DATE 11/10/23 14:22
TRAN#9082212
PUMP# 08
SERVICE LEVEL: SELF
PRODUCT: UNLD1
GALLONS: 8.132
PRICE/G: \$3.689
FUEL SALE \$30.00
CREDIT \$30.00

USD\$30.00
*****4423
Entry: Chip Read
AppName: MASTERCARD
AuthNet: MASTERCARD
MODE: Issuer
AID: A0000000041010
Auth #: 03590T
Resp Code: 000
Stan: 13214005047
Invoice #: 498316
Shift #: 1
Store # *****

THANK YOU
HAVE A NICE DAY

Karen,
Please pay:
~~XXXXXXXXXXXXXXXXXXXX~~
- Full for FLSTP
SCHOOL.
TLY
Aaron.

City of Saratoga Springs, New York APPENDIX A All City Contracts and Agreements

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Vendor and/or Service Provider Signature: _____

Print Name: Robert Lewis

Title: Apparatus Sales

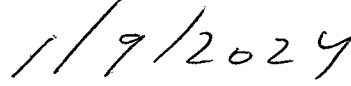
Date: 1/9/2024

2024

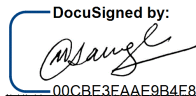
Request for Certification of Sufficient Funds**Submittal Date: 1.9.2024**

The Department of PUBLIC SAFETY requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

FIREMATIC SUPPLY CO., INC.**PO BOX 187****YAPHANK, NY 11908****Appropriation – Current Budget Expense Org/Object/Proj(s): H3143412-52000-1232 LADDER TRUCK****Amount Requested for Approval: \$2,167,000.00**DS**Current Amount Available: as per MUNIS \$2,220,000.00****Transfer/Amendment Pending: \$****Transfer/Amendment Date: _____****Department Head Signature****Date****Certification of Sufficient Funds**

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:

00CBF3FAAE9B4F8

1/9/2024

Commissioner of Finance**Approval Date**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2023

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 Edwards and Company 140 Greene Avenue Sayville NY 11782	CONTACT NAME: William Gorman PHONE (A/C, No, Ext): (631) 472-8400 E-MAIL ADDRESS: certs@edwardsandco.net FAX (A/C, No): (631) 472-8486
INSURED Firematic Supply Co Inc PO Box 187 Yaphank NY 11980	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: Employers Insurance Company Of Wausau INSURER C: Merchants Mutual Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 20508 21458 23329

COVERAGES

CERTIFICATE NUMBER: 23-24 Master

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	2064060662	07/26/2023	07/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	AS6Z11B6Z784013	07/26/2023	07/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	CUP0002142	07/26/2023	07/26/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCCZ11B6Z784023	07/26/2023	07/26/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Garagekeepers Liability		AS6Z11B6Z784013	07/26/2023	07/26/2024	\$2,000,000 Limit \$500 Occ/Agg Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

With respect to General Liability if required by written contract the following are included as additional insured on a primary and non-contributory basis per the policy's form G144041 D. City of Saratoga Springs.

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



Option List

1/5/2024

Customer:	Saratoga Springs Fire Department	Bid Number:	876
Representative	Lewis, Robert	Job Number:	
Organization:	Firematic Supply Co, Inc	Number of Units:	1
Requirements Manager:		Bid Date:	12/31/2023
Description:	Saratoga Springs 100' Platform	Stock Number:	
Body:	Aerial, Platform 100', PUC, Alum Body	Price Level:	47 (Current: 47)
Chassis:	Velocity Chassis, PAP, PUC-NG (Big Block)	Lane:	

Line	Option	Type	Option Description	Qty
1	0766656		Boiler Plates, Aerial 100' Platform	1
			Fire Department/Customer - Saratoga Springs Fire Department	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 50 Miles	
			Number of Fire Dept/Municipalities - 10	
			Bidder/Sales Organization - Firematic Supply Company Inc.	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - Firematic Supply Company Inc.	
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
7	0533351		Quint Fire Apparatus	1
8	0588612		Vehicle Certification, Aerial w/Pump	1
9	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
10	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
11	0000114		Inspection Trip(s)	1
			Qty, - 1	
			Fill in Blank - 3 members for final inspection	
12	0536644		Customer Service Website	1
13	0620362		Consortium, HGAC	1
14	0537375		Unit of Measure, US Gallons	1
15	0529326		Bid Bond, 10%, Pierce Built Chassis	1
16	0816849		Performance Bond, Not Requested	1
17	0000007		Approval Drawing	1
18	0002928		Electrical Diagrams	1
19	0888811		Velocity Chassis, PAP, PUC-NG (Big Block)	1
20	0000110		Wheelbase	1
			Wheelbase - 271'	
21	0000070		GVW Rating	1
			GVW rating - 78,800#	
22	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
23	0889473		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 57" Qval	1
24	0508846		Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Velocity	1
25	0090914		Suspension, Front TAK-4, 24,000 lb, DLX/Qtm/AXT/Vel/Enf/SFR	1
26	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
27	0000322		Oil Seals, Front Axle	1
28	0651738		Oil, Synthetic, Front Wheel Bearing, Custom Chassis	1
29	0802640		Tires, Front, Goodyear, Armor Max MSA, 445/65R22.50, 20 ply	1
30	0019618		Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Hub Pilot	1
31	0582646		Axle, Rear, Meritor RT58-185, 60,000 lb, Velocity	1
32	0544244		Top Speed of Vehicle, 60 MPH/96 KPH	1
33	0555355		Suspen, Rear, Hendrickson FMX 622 EX, Air Ride, 62,000 lb	1
34	0000485		Oil Seals, Rear Axle	1
35	0048196		Oil, Synthetic Gear, Tandem Axle, Custom Chassis	1
36	0595200		Driver Controlled Differential Lock, Tandem, Rear, Interlocked to Interaxle Lock	1
37	0539392		Plug, Rear Axle Drain, Magnetic	1
38	0627528		Tires, Rear, Goodyear, G751 MSA, 315/80R22.50, LRL, Tandem	1
39	0623324		Wheels, Rear, Accuride, 22.50" x 9.00", Aluminum, Hub Pilot, Tandem	1
40	0568081		Tire Balancing, Counteract Beads	1

Line	Option	Type	Option Description	Qty
41	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle Qty, Tire Pressure Ind - 10	1
42	0801909		Lug Nut, Covers, Chrome	1
43	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
44	0013241		Axle Hub Covers, Rear, S/S High Hat (Tandem)	1
45	0002045		Mud Flap, Front and Rear, Pierce Logo	1
46	0601010		Chocks, Wheel, SAC-44-E, Folding, Aerials Qty, Pair - 01	1
47	0601009		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, Aerials Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Tire, Forward	1
48	0593759		ESC/ABS/ATC Wabco Brake System, Tandem Rear Axle	1
49	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
50	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
51	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1
52	0000794		Brake Reservoirs, Six	1
53	0568012		Paint Color, Air Tanks - Frame color Air Dryer, Wabco System Saver 1200, Heater, 2010	1
54	0000790		Brake Lines, Nylon	1
55	0000854		Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1	1
56	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
57	0550195		Compressor, Air, Kussmaul 091-9HP-AD, w/Auto Drain 120V Brake Sys Location - behind driver's seat	1
58	0808514		Engine, Paccar MX, 510HP, 1850 lb-ft W/OBD, EPA 2027, Velocity	1
59	0810929		Engine Contingency Adjustment	1
60	0001244		High Idle w/Electronic Engine, Custom	1
61	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine Switch, Engine Brake - MX13	1
62	0733852		Clutch, Fan, Air Actuated, Paccar, VEL	1
63	0666754		Shutoff Valves, 1/4 turn, Cab & Crew Cab Heater, Supply and Return	1
64	0734434		Air Intake, Water & Ember Screen, Paccar, VEL	1
65	0814375		Exhaust System, Horizontal, Right Side Exhaust, Diffuser - Aluminized Steel (Standard) Exhaust, Material/Finish - Aluminized Steel (Standard) Location, Diffuser Termination - 2.00" Past Rub Rail (Standard) Tip, Exhaust - Straight Tip (Standard)	1
66	0734440		Radiator, VEL, Paccar	1
67	0511425		Cooling Hoses, Rubber	1
68	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
69	0001129		Lines, Fuel	1
70	0734402		DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, VEL	1
71	0552777		Fuel Pump for Repriming	1
72	0802279		Shutoff Valve, Fuel Lines (2) @ Above Transmission, Paccar	1
73	0699437		Cooler, Chassis Fuel, Not Req'd.	1
74	0690880		No Selection Required From This Category	1
75	0887546		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
76	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
77	0517604		Transmission Programming, Park to Neutral, PUC	1
78	0684459		Transmission Oil Cooler, Modine, External	1
79	0001375		Driveline, Spicer 1810	1
80	0734211		Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	1
81	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
82	0509230		Steering Wheel, 4 Spoke without Controls	1
83	0690274		Logo/Emblem, on Dash Text, Row (1) One - SARATOGA Text, Row (2) Two - SPRINGS Text, Row (3) Three - FIRE DEPT.	1
84	0651081		Bumper, 26" Extended, Under Slung, Painted, Recessed Xlays/Trays, Imp/Vel	1
85	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
86	0529250		Tow Hooks, Chrome, Vel/Imp	1

Line	Option	Type	Option Description	Qty
87	0605852		Tray, Full Width, 26" Bumper, Under Slung Design, 10" H Bumper, AXT/DCF/SFR/Enf Capacity, Hose Tray - 100' of 1.75" hose 150' of 2.50" hose Grating, Bumper extension - Grating, Rubber	1
88	0767462	SP	Cover, 8.5" Raised Alum Trd, 3/4 Wth Cover, D-Ring, Q2B Clearance, Equal End Dim	1
89	0659634		Light, Amdor, AY-9220-31, 30.63" LED Strip Light, Front Bumper Cover Qty, - 01	1
90	0645453		Travel Stop, Front Outlet Swivel, Location Location - Rear of drivers side swivel	1
91	0668313		Cab, Velocity FR, 7010 Raised Roof w/Notch, PUC	1
92	0724207		Engine Tunnel, X12-15, MX13, Mech Fasteners, Velocity FR	1
93	0887600		Cab Insulation, Impel/Veloccity FR	1
94	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
95	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
96	0123176		Grille, Bright Finished, Front of Cab, Velocity	1
97	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab Material Trim/Scuffplate - c) S/S, Polished	1
98	0527032		Trim, S/S Band, Across Cab Face, Rect Lights, Velocity Material Trim/Scuffplate - c) S/S, Polished Turnsignal Covers - Polished S/S Covers	1
99	0015440		No Chrome Molding, On side of cab	1
100	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
101	0667921		Door, Half-Height, Velocity FR 4-Door Cab, Raised Roof Key Model, Cab Doors - 751 Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	1
102	0655511		Door Panel, Brushed Stainless Steel, Impel/Veloccity 4-Door Cab	1
103	0667905		Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Veloccity FR	1
104	0667902		Controls, Electric Windows, All Cab Doors, Impel/Veloccity FR	1
105	0555485		Steps, 4-Door Full Tilt Cab, Imp/Vel	1
106	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
107	0552548		Steps, Swing Style, w/Grip Strut, Cab & Crew Cab Doors Light, Step, Additional - P25 LED	1
108	0892637		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step Color, Trim - Chrome Housing	1
109	0002140		Fenders, S/S on Cab	1
110	0586968		Handrail, Interior, Crew Cab Doors, Angled	1
111	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
112	0568605		Not Required, Interior Trim, No Cab Side Windows	1
113	0012090		Not Required, Windows, Front/Side of raised roof	1
114	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
115	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
116	0651512		Window Protector Bars, Knurled, Crew Doors, 6" Above Window Sill Plate	1
117	0553057		Holder, Cup, Cab/Crewcab, Each Qty, - 02	2
118	0631534		Mounting Provisions, 3/16" Alum, Officer Dash Mounting Provision Spacing - .75" Material Finish, Cab Interior - Painted	1
119	0663383		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Vel/Imp Mounting Provision Spacing - .75" Material Finish, Cab Interior - Painted	1
120	0748671		Cab Interior, Vinyl, Velocity FR, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	1
121	0667943		Cab Interior, Paint Color, Impel/Veloccity FR Color, Cab Interior Paint - i) fire smoke gray	1
122	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
123	0894651		HVAC, Heavy-Duty, Velocity FR, w/PACCAR, CARE Paint Color, A/C Condenser - Painted to Match Cab Roof HVAC System, Filter Access - Removable Panel Auxiliary Cab Heater - Both	1
124	0667900		Fan, Window Defrost, Driver's Side, One (1), Impel/Veloccity FR	1
125	0667899		Fan, Window Defrost, Passenger's Side, One (1), Impel/Veloccity FR	1

Line	Option	Type	Option Description	Qty
126	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - Thumb Latch	
127	0543257		Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
128	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
129	0199603		Fluid Check Access, Imp/Vel, Restricted Access	1
			Latch, Door, Storage - Lift and Turn Latch, Flush, Pair	
130	0583042		Side Roll and Frontal Impact Protection	1
131	0622618		Seating Capacity, 5 Seats	1
132	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety, PRIMARY	1
133	0696994		Seat, Officer, Pierce PS6, Premium, Air Ride, SCBA, Safety, PRIMARY	1
134	0002517		Not Required, Radio Compartment	1
135	0771843		Cabinet, Rear Facing, LS, 24 W x 40.5 H x 30.5 D, Web, Ext Acc, Imp/Vel	1
			Type of fastener - spring clip and hook	
			Restraint Location - Inboard	
			Light, Short Cabinet - Pierce, Interior, Left Side	
			Scuffplate, Material/Finish - S/S, Polished	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 1.25" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Locking #751	
			Door, Exterior Stop - Web Strap	
			Louvers, Cabinet - 0-No Louvers	
136	0806533	SP	Cabinet, Rear Facing, Center, 47.5 W x 25 H x 23 D, Web, Imp/Vel	1
			Type of fastener - spring clip and hook	
			Restraint Location - Top (towards roof of truck)	
			Light, Short Cabinet - Pierce, Interior, Horizontal	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
			Louvers, Cabinet - 0-No Louvers	
137	0767510		Cabinet, Rear Facing, RS, 21.5 W x 40.5 H x 26.5 D, Web, Ext Acc, Imp/Vel	1
			Type of fastener - spring clip and hook	
			Restraint Location - Inboard	
			Light, Short Cabinet - Pierce, Interior, Left Side	
			Scuffplate, Material/Finish - S/S, Polished	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 1.25" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Rev. Hinged, Non-Locking	
			Door, Exterior Stop - Web Strap	
			Louvers, Cabinet - 0-No Louvers	
138	0806393	SP	Seat, Forward Facing C/C, DS Outboard, Pierce PS6, Premium, SCBA, Safety,70" Vel	1
139	0122745		Seat, Fwd Fcng C/C, Ctr, (1) Pierce PS6, Premium, SCBA, Safety, SECONDARY	1
140	0806394	SP	Seat, Forward Facing C/C, PS Outboard, Pierce PS6, Premium, SCBA, Safety,70" Vel	1
141	0756862	SP	Compt, Storage, (2) Forward Facing, Overhead, 9 W x 10 H x 10 D, Imp/Vel Notch	1
			Latch, Storage Compt - a) Non Locking	
			Light, Overhead Compt - Pierce, Horizontal Mounted	
142	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	5
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Qty, - 05	
143	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	4
			Qty, - 04	
144	0603867		Seat Belt, ReadyReach	1
			Seat Belt Color - Red	
145	0604864		Seat Belt Height Adjustment, 5 Seats, Imp/Vel, Dash CF	1
146	0817557		Helmet Storage, Provided by Fire Department, NFPA 2024	1
147	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
148	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
149	0628472		Light, Map, Overhead, Peterson M371S LED, Rectangular w/Switch 2lts	1
			12vdc power from - Battery switched	

Line	Option	Type	Option Description	Qty
150	0804719		Handlts, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange Location, Portable Hand Light - Engine Tunnel Area	1
151	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010	1
152	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
153	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
154	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
155	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX Location, Emerg Sw Pnls - Driver's Side Overhead	1
156	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
157	0002565		Hourmeter, Aerial Inside Cab	1
158	0002615		Switch, Aerial 12V Master	1
159	0002617		PTO switch, w/light - aerial	1
160	0821192		Wiring, Spare, 20 A 12V DC 1st Qty, - 02 12vdc power from - Battery saver Wire termination - Butt Splice Location, Spare Wiring - Rear Wall, Crew Cab - DS and Rear Wall, Crew Cab - PS	2
161	0821195		Wiring, Spare, 20 A 12V DC 2nd Qty, - 02 12vdc power from - Battery saver Wire termination - Butt Splice Location, Spare Wiring - Behind Officer Seat and Center Console	2
162	0821196		Wiring, Spare, 20 A 12V DC 3rd Qty, - 01 12vdc power from - Battery saver Wire termination - Butt Splice Location, Spare Wiring - Center Console	1
163	0820894		Wiring, Spare, 15 A 12V DC, Batt Dir, 1st 12vdc power from - Battery direct Wire termination - Butt Splice Location, Spare Wiring - Officer Dash	1
164	0821287		Wiring, Spare, 30 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 Batt Dir 1st 12vdc power from - Battery direct Location - LS Engine Tunnel	1
165	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714 System Of Measurement - US Customary	1
166	0816633		Collision Mitigation, HAAS Alert (R2V), HA7 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
167	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
168	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 02 Location, Antenna Mount - Left And Right Side	2
169	0653519		Camera, Pierce, LS Mux, RS, LS, R, Cameras Camera System Audio - Speaker Near Drivers Knee (VEL/IMP/Dash CF ONLY)	1
170	0814861		Camera, Switcher, Pierce, 4 channel, AHD, CVBS	1
171	0523921		Recess, Rear Vision Camera Location, Camera, Recessed - Center Rear	1
172	0896458		Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT Color, Antenna - Black Antenna Module Housings - See Through Housings with LED Cuircuit Indicators	1
173	0896456		Prognostics, Electrical System	1
174	0730603		Electrical System, Velocity ESP, Cummins, Paccar	1
175	0089703		Batteries, (6) Interstate Grp 31, 950 CCA each, Threaded Stud	1
176	0008621		Battery System, Single Start, All Custom Chassis	1
177	0199517		Battery Compartment, Stainless Steel, Imp/Vel Material Finish - Painted	1
178	0812383		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-40	1
179	0814869		Location, Cab, Charger, Behind Driver Seat	1
180	0814945		Location, Cab, Ind/Remote, Driver's Step Area	1

Line	Option	Type	Option Description	Qty
181	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1
182	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
183	0647728		Alternator, 430 amp, Delco Remy 55SI	1
184	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
185	0724853		Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/DCF/Enf/Imp/Sab/Vel, Trim Color, Headlight Housing and Trim - Headlight Housing and Trim to be Chrome	1
186	0648425		Light, Directional, Wln 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF Color, Lens, LED's - m)match LED's	1
187	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
188	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
189	0647993		Lights, Clearance/Marker/ID, Platform, P25 LED, 5 Lts Light Guard - With Guard	1
190	0511569		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts Light Guard - Without Guard	1
191	0602938		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body Qty, Lights, Pair - 1	1
192	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg Color, Lens, LED's - Match Flash Pattern, Directional Lts - Steady On (Arrow)	1
193	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
194	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt Color, Trim - Chrome Housing	1
195	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
196	0589905		Alarm, Back-up Warning, PRECO 1040	1
197	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
198	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
199	0768498		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 1lt, Turntable Access Control, Perimeter Lts - Parking Brake Applied	1
200	0769570		Lights, Perimeter, Amdor AY-LB-12HW020 20", Brkt Qty, - 02 Location, Additional Perimeter Lights - Under Compt LS4 and LS5 Door Jamb	2
201	0769567		Lights, Perimeter, Amdor AY-LB-12HW012 12", Brkt Qty, Lights - 02 Location, Additional Perimeter Lights - Each Side Under Front Bumper, 2lts	2
202	0896454		Enhanced Software for Perimeter Lts	1
203	0755373		Light, Roof Mt, HiViz, FT-MB-2.18-*-, 20.06", 1st Qty, - 02 Location, driver's/passenger's/center - 1LS & 1RS 30 Deg Out On Roof Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Color, Lt Housing HiViz - White Scene Light Optics - Flood/Spot	2
204	0889737		Lights, HiViz FT-MB-2.18-*-, 20.60", Brkt Fet 1st Location - Over each LS & RS crew cab door Qty, - 02 Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw Panel PS, Cab and Crew Cab Dr Sw, DS and Cab and Crew Cab Dr Sw, PS Color, Lt Housing HiViz - White Scene Light Optics - combination Brackets, Cab Side Scene Lts - 30 Deg Angled Brkt Off Cab Roof	2
205	0757717		Lights, HiViz FT-B-65-* LED, 2nd Location - On top of compartments RS3 & RS4 Qty, - 01 Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw Panel PS and Pump Panel Sw RS Color, Lt Housing HiViz - White	1

Line	Option	Type	Option Description	Qty
206	0757722		Lights, HiViz FT-B-65-* LED, 1st Location - On top of compartments LS3 & LS4 Qty, - 01 Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS Color, Lt Housing HiViz - White	1
207	0898617		Lights, Hose Bed, Sides, Dual Strips, 45 Ends Control, Hose Bed Lts - Cup Switch At Rear	1
208	0733247		Lights, Rear Scene, HiViz FT-GESM*, Surface Mt Location, Lights - One each side on the rear of the body Qty, - 02 Control, Rear Scene Lts - Cab Switch Panel DS, Cab Switch Panel PS, Pump Panel DS, Cup Switch At Rear SS and Reverse w/E-Master Color, Lt Housing HiViz - Chrome Bezel	2
209	0709438		Lights, Walk Surf, FRP Flood, LED	1
210	0553741		Aerial, Platform 100', PUC, Alum Body	1
211	0554269		Body Skirt Height, 18"	1
212	0563186		Tank, Water, 300 Gallon, Poly, Ascendant Tandem, PAL, PAP, Notched, PUC	1
213	0003405		Overflow, 4.00" Water Tank, Poly	1
214	0028107		Not Required, Foam Cell Modification	1
215	0003429		Not Required, Direct Tank Fill	1
216	0751577		Hose Bed, Aluminum, Trough Style, 2G Aerial Location, driver's/passenger's/center - Right Side Door, Material & Finish, Access - smooth aluminum Latch, Door, Access - lift and turn latch	1
217	0723547		Painted Hose Bed/Cargo Area Paint Color, Hose Bed Interior - Match Lower Body	1
218	0003491		Hose Bed Capacity 1000' of 5.00", Ascendant, PAP, PAL	1
219	0591017		Hose Restraint, Hose Bed, Aerial, Front Velcro Strap, Top	1
220	0670766		Running Boards, Flip Out, PUC, Aerial	1
221	0735594		Turntable Steps-Morton Cass, Swing Down, LS only, Ascend TA, PAL, PAP, Handhld Cut Out Step, Flip - Flip Step, One Step Assembly	1
222	0889980		Lights, Step (3), P25 LED, One Side Control, Scene Lts -	1
223	0690023		Wall, Rear, Smooth Aluminum	1
224	0029503		Tow Eyes (2), Painted Lower Job Color, Aerial	1
225	0013639		Construction, Compt, Alum, PAP	1
226	0009075		Compt, LS F/H F/D, Roll Drs, w/o Chute, 100' PAP Hinge Location - Rear of Body Door, Material & Finish, Stabilizer - Polished Stainless Steel Latch, Door, Access - lift and turn latch, flush	1
227	0091709		Compt, LS Turntable, F/H F/D, Roll Dr & Lift Dr, 100' PAP	1
228	0023672		Compt, IPO Stairs, Not Required, LS	1
229	0020711		Compt, RS F/H, Roll Drs, 100' PAP Hinge Location - Rear of Body Door, Material & Finish, Stabilizer - Polished Stainless Steel Latch, Door, Access - lift and turn latch, flush	1
230	0091710		Compt, RS Turntable, F/H, Roll Dr & Lift Dr, 100' PAP	1
231	0023680		Compt, IPO Stairs RS, Roll-up Door	1
232	0638495		Doors, Lap/Amdor Rollup, Aluminum, Side Compartments Qty, Door Accessory - 12 Color, Roll-up Door - AMDOR Painted to Match Lower Body Latch, Roll-up Door - Non-Locking Liftbar	12
233	0552955		Blister, Compts in Front of Rear Axle, To Clear Firemaax Suspension	1
234	0588958		Bumper, Rear, 8" Cntrweight, w/Treadplate Cover, Notch, Angled Corner, 100' PAP	1
235	0603711		Guard, Drip Pan, S/S, Rollup Door, Aerial Qty, Door Accessory - 10 Location, Door Guard/Drip Pan - LS1, LS2 Over Wheel, LS3, LS4, LS5, RS1, RS2, RS3 Over Wheel, RS5 and B1	10
236	0723942		Elastic Pull Strap for Rollup Doors Qty, Door Accessory - 06 Location, Door Accessory - RS4, RS5, RS6, LS3, LS4, LS5 Color, Strap - Black	6

Line	Option	Type	Option Description	Qty
237	0603083		Lights, Compt,Pierce LED,Dual Light Strips,Each Side Dr,Ascend TA,75'HAL,PAP,HDL Qty, - 12 Location, Compartment Lights - All Body Compts	12
238	0603420		Shelf Tracks, Painted, Aerial Qty, Shelf Track - 10 Location, Shelf Track - LS1, LS2, LS3, LS4, RS1, RS2, RS3, RS4, RS5 and RS6	10
239	0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial Qty, Shelf - 09 Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined - * Locations To Be Determined At A Later Date	9
240	0709690		Tray, 250 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations Qty, Tray (slide-out) - 04 Location, Shelves/Trays, Predefined - RS5-Upper Third, RS2-Upper Third, LS1-Centered and LS4-Upper Third Material Finish, Tray - Painted - Spatter Gray	4
241	0767902	SP	Tray, Floor Mounted, Slide-Out, Low/Special Side Height, Dual Lock/Bar, 2G Qty, - 05 location - LS1, LS4, RS2, RS5, & RS6 Material - paint to match compt interior Tray, Side Height, Rear - 2" Tray, Low Side Height, Front - 2" Tray, Side Height, Right & Left - 2"	5
242	0725644		Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 24" Wide Qty, - 01 Location - LS4 on the floor against forward wall Size, Drawer Height 1 (Top) - 4.00" Size, Drawer Height 2 - 7.75" Size, Drawer Height 3 - 7.75"	1
243	0540317		Toolboard, Swing-out, Alum, .188", Peg Board Qty - 1 Location, Pivot - Front Mounting, Toolboard - Adjustable Frt-back Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Toolboard - LS3 - Full Height/Width	1
244	0690617		Toolboard, Swing-out, Alum, .188", Peg Board, Additional Finish - Painted, Compt Interior, Spatter Gray location - LS3 Qty - 1 Location, Pivot - Back Mounting, Toolboard - Adjustable Frt-back Hole Diameter, Pegboard/Toolboard - .203" diameter	1
245	0726457		Partition, Vertical Compt, Predefined Locations Qty, Partition - 01 Location, Partition/Toolboard, Predefined - RS5- 26.00" From Forward Door Frame Material Finish, Partition - Painted - Spatter Gray	1
246	0755527		Pegboard, Back Wall Mounted, 3/16" Alum, Standard Depth Upper Qty, Comp. Accessory - 06 Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Compartment, Predefined - LS2, LS3, LS4, RS2, RS3 and RS4	6
247	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
248	0802978		Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 2G, Two Pair Material Finish, Fender Liner - Painted Lower Body	1
249	0519849		Not Required, Hose, Hard Suction	1
250	0527021		Handrails Located @ Front Body	1
251	0802986		Compt, Air Bottle, Between Tandems, Four (4) Bottles, w/ Straps, Bolt-In, Aerial Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Location, Fender Compt - LS and RS Latch, Air Bottle Compt - Southco C2 Chrome Raised, Pair	2

Line	Option	Type	Option Description	Qty
251			Insert, Air Bottle Compt - Dura-Surf Lining	
			Door Type - drop down with support cable	
252	0804426		Compt, Air Bottle, Single, Round, Fender, Bolt-In, Tandem Aerials	4
			Qty, Air Bottle Comp - 4	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Single - LS Fwd, Single - LS Rear, Single - RS	
			Fwd and Single - RS Rear	
			Latch, Air Bottle Compt - Southco C2 Chrome Raised	
			Insert, Air Bottle Compt - Rubber Matting and Strap	
253	0004218		Ladder, 35' Duo-Safety 1200A 2-Sect	1
			Qty, - 1	
254	0034226		Ladder, 28', Duo-Safety 1200A 2-Section	1
			Qty, - 1	
255	0004222		Ladder, 24' Duo-Safety 900A 2-Section	1
			Qty, - 01	
			Location, Extension Ladder - torque box	
256	0004232		Ladder, (2) 16' Duo-Safety 875A Roof	1
257	0014233		Ladder, 18' Duo-Safety 875A Roof	1
			Qty, - 1	
258	0004233		Ladder, 14' Duo-Safety Fresno 701	1
			Qty, - 1	
259	0004246		Ladder, 10' Duo-Safety Folding, 585A	1
			Qty, - 01	
			Location, Folding Ladder Aerial - torque box	
260	0592248		Ladders Stored in Torque Box, Amdor Roll, Ascendant TA, PAL, PAP	1
			Color, Roll-up Door - AMDOR Satin Aluminum	
261	0602108		Lights, Torque Box Ladder Storage, Truck-Lite 40227C 2lts, Incd, Round 4"	1
262	0793652		Ladder, Little Giant, Velocity - Model 13, 15413-001	1
			Location - RS5 standing vertical on the left side of the compartment	
263	0777289		Poly Hinge Guard, White, Torque Box Ladder Storage	1
264	0658170		Ladders, Nested, Right Side Ground Ladder Storage	1
265	0658169		Ladders, Nested, Left Side Ground Ladder Storage	1
266	0802284		Little Giant/Werner Ladder Storage, Vertical In Compartment	1
			Ladder, Make/Model - Little Giant Velocity Model 13	
			Location Within Compartment - RS5 Rearward	
			Location, Compartment, Predefined - RS5	
267	0775907		Pike Pole, 12' DUO Safety, Fiberglass	2
			Qty, - 02	
268	0789564		Pike Pole, 8' DUO Safety, Fiberglass, Aerial	2
			Qty, - 02	
269	0789566		Pike Pole, 6' DUO Safety, Fiberglass, Aerial	1
			Qty, - 01	
270	0789586		Pike Pole, 3' DUO Safety, Fiberglass, w/D Handle	2
			Qty, - 02	
271	0770578		Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	6
			Qty, - 06	
272	0024388		No Steps Required, Front Of Body	1
273	0553873		Pump Operators Panel & Module, Aluminum, Control Zone, Ascendant/PAL/PAP	1
			PUC	
274	0520016		Not Required, Pumphouse Structure, PUC	1
275	0889383		Pump, Pierce, 2000 GPM, Single Stage, PUC-NG	1
276	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
277	0889382		Gear Case, Integrated Pump Transmission, PUC-NG, Paccar	1
278	0721196		Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC	1
279	0515829		Pump Shift, Sure-Shift	1
280	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
281	0515835		Auxiliary Cooling System, PUC	1
282	0014486		Not Required, Transfer Valve, Single Stage Pump	1
283	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	

Line	Option	Type	Option Description	Qty
284	0724463		Controller, Pressure, Pierce LCD, PUC	1
			Pressure Governor Throttle Control - Clockwise	
			Pressure Governor Default Mode - No Mode/Default Press Setting	
285	0673872		Primer, Trident, Air Prime, Air Operated, Automatic	1
286	0658266		Thermal Relief Valve, w/Amber Warning Light and Alarm, PUC Pump	1
			Location, Thermal Relief Discharge - Ground	
287	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
288	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
289	0089437		Plumbing Without Foam System	1
290	0517852		Inlets, 6.00" - 1250-2000 GPM, Pierce PUC Pump	1
291	0014650		Pump Suction Tube(s), Short, All	1
292	0648369		Valve, Pierce BFV, w/Relief, RS Main Inlet, 6", Electric, Manual Override, PUC	1
293	0648368		Valve, Pierce BFV, w/Relief, LS Main Inlet, 6", Electric, Manual Override, PUC	1
294	0699096		Not Required, Cap, Main Pump Inlet, Included w/Storz Adapter	1
295	0084610		Valves, Akron 8000 series- All	1
296	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	1
			Qty, Inlets - 1	
297	0004700		Control, Inlet, at Valve	1
298	0004660		Inlet (1), Left Side, 2.50"	1
299	0723551		Inlet (1), Right Side, 2.50"	1
300	0065730		Adapter, Side Inlet, 6" FNST x 4" Storz W/ Cap	2
			Qty, Adapter for Inlet - 2	
			Location, driver's/passenger's/center - Left & Right	
301	0594521		Anode, Zinc, Pair, Pump Inlet, Outlet, PUC	1
302	0092569		No Rear Inlet (Large Dia) Requested	1
303	0064116		No Rear Inlet Actuation Required	1
304	0092696		Not Required, Cap, Rear Inlet	1
305	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
306	0092568		No Rear Auxiliary Inlet Requested	1
307	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
308	0687424		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, 3.00" Tank Outlet, Aerial PUC	1
309	0595508		Outlet, Tank Fill, 1.50", PUC	1
310	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
311	0516755		Outlet, Left Side, 2.50" (2), PUC	1
312	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
313	0092570		Not Required, Outlets, Left Side Additional	1
314	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
315	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	
316	0021134		Not Required, Elbow, Right Side Outlets	1
317	0092571		Not Required, Outlets, Right Side Additional	1
318	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
319	0818640		Outlet, Large Diameter, Right Side, Akron Valve, PUC	1
			Outlet, Large Diameter, Plumbing - 4.00"	
			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - PUC Akron 9335 w/PSI	
320	0586649		Adapter, 4.00" FNST x 4.00" Storz w/Cap and Cable	1
321	0643608		Outlet, Front, 2.50" w/2.50" Plumbing, Special Under Slung Bumper	1
			Fitting, Outlet - 2.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of left bumper	
322	0092575		Not Required, Outlet, Rear	1
323	0045099		Not Required, Elbow, Rear Outlets	1
324	0092574		Not Required, Outlet, Rear, Additional	1
325	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
326	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
327	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
328	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
329	0029106		Not Required, Deluge Outlet	1
330	0029302		No Monitor Requested	1
331	0029304		No Nozzle Req'd	1
332	0029107		No Deluge Mount	1

Line	Option	Type	Option Description	Qty
333	0527482		Waterway Outlet & Control, PUC	1
334	0739945		Crosslay Module, Full Width, Boom Compartment, Roll Up Doors, Aerial, PUC	1
335	0750897		Doors, Crosslay, Roll-up Amdor, Each End, Full Height, PUC	1
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
			Drip Pan - Drip Pan Not Required	
			Paint Break, PUC Crosslay Door - Not Required	
336	0733398		Crosslays, (2) 2.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 2.50" double jacket hose	
			Crosslay/Deadlay/Speedlay Capacity 2 - 200' of 2.50" double jacket hose	
337	0749435		Crosslays, (2) 1.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 1.75" double jacket hose	
338	0737905		Tube, Aluminum, Pike Pole, Lower Crosslay Module, Special Notch, NY PP Head, PUC	2
			Qty, Pike Pole Tubes - 02	
			Location, Tube - one left side and one right side	
339	0749295		Tube, Aluminum, Pike Pole, Lower Crosslay Module, PUC	2
			Qty, Pike Pole Tubes - 02	
			Location, Tube - One left side and one right side	
			Width, Notch, Pike Pole Tube - .75", Standard Notch	
340	0600287	SP	Splash Guard, Vinyl, Crosslay Front, PUC	1
			Color, Vinyl Cover - c) black	
			Qty, - 01	
341	0044333		Not Required, Foam System	1
342	0012126		Not Required, CAF Compressor	1
343	0552517		Not Required, Refill, Foam Tank	1
344	0042573		Not Required, Foam System Demonstration	1
345	0045465		Not Required, Foam Tanks	1
346	0091110		Not Required, Foam Tank Drain	1
347	0091079		Not Required, Foam Tank #2	1
348	0091112		Not Required, Foam Tank #2 Drain	1
349	0738072		Approval Dwg, Pump Panel(s), Not Required	1
350	0032479		Pump Panel Configuration, Control Zone	1
351	0579545		Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial PUC	1
352	0667186		Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	1
353	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
354	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
355	0618458		Light, Pump Compt, WIn 3SC0CDCR LED White, PUC	1
			Qty, - 01	
356	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
357	0005601		Throttle, Engine, Incl'd w/Press Controller	1
358	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
359	0549333		Indicators, Engine, Included with Pressure Controller	1
360	0080713		Control, Air Horn At Pmp Pnl, Red Button, Labeled "Evacuation"	1
361	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
362	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
363	0756688		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC, Lt Driver	1
			Activation, Water Level G - b) battery switched	
364	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge, Multi-Select - Each Side Custom Cab	
			Color, Trim - Chrome Trim	
365	0006774		Not Required, Foam Level Gauge	1
366	0723531	SP	Light, Pump Operator & Panel, Side Ctrl, PUC 2-Amdor AY-9280-** Rd Wt Lts PP Sw	1
367	0887754		Air Horns, (2) Hadley, Rectangular Bell, Through Underslung Bumper Flange	1
368	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
369	0757092		Control, Air Horn, Multi Select	1
370	0757084		Control, Air Horn, Horn Ring	1
371	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Link Chain, Vinyl Tubing	

Line	Option	Type	Option Description	Qty
372	0757076		Control, Air Horn, Lanyard, RS Lanyard - Link Chain, Vinyl Tubing	1
373	0525667		Siren, Wln 295SLSA1, 100 or 200 Watt	1
374	0510206		Location, Elect Siren, Recessed Overhead In Console Location, Elec Siren - Overhead, DS Center Sw Pnl	1
375	0076156		Control, Elec Siren, Head Only	1
376	0601306		Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt Connection, Speaker - siren head	1
377	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
378	0895310		Siren, Federal Q2B Finish, Q2B Siren - Chrome	1
379	0630659		Siren, Mechanical, Mounted Above Deckplate, Under Slung Bumper Location, Siren, Mech - a) Left	1
380	0748305		Control, Mech Siren, Multi Select	1
381	0890124		Control Mech Siren, Ft Sw LS, Loc Location - Mounted on the dog house officers side	1
382	0748282		Control Mech Siren, Ft Sw LS	1
383	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
384	0736649		Sw, Siren Brake, Momentary Red, Center Console Sw Pnl	1
385	0746353		Not Required, Warning Lights Intensity	1
386	0605610		Lightbar, Wln, Freedom IV-Q, 2-21.5", RRRRR RRRRR, 30 Deg Filter, Whl Freedom Ltbrs - No Filters	1
387	0818860		Lights, Frnt Zn Up, Pltform, Wln, M6** LED, 4lts Location, Lights - Front of the basket Color, Lens, LED's - c)clear Color, Lt DS Frnt Outside - Red Color, Lt PS Frnt Outside - Red Color, Lt DS Front Inside - Red Color, Lt PS Front Inside - Red Color, Trim - Chrome Trim	1
388	0809205		Lights, Basket, Wln, M6**, LED, 2nd Location - (2) LS and (2) RS of the basket Color, Light - ae) red Qty, - 04 Color, Lens, LED's - Clear Color, Trim - Chrome Trim	4
389	0898734		Light, Front Zone, Wln M6** M6** M6** M6** Q Bzl Color, Lens, LED's - Clear Color, Lt DS Frnt Outside - Left Red Color, Lt PS Frnt Outside - Right Red Color, Lt DS Front Inside - Left Red Color, Lt PS Front Inside - Right Red Color, Q Bezel and Trim - Polished Chrome	1
390	0653937		Flasher, Headlight Alternating Headlt flash deactivation - a)w/high beam	1
391	0540692		Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, 3pr, Ovr 25 Location, Lights Front Side - b)each side bumper Color, Lt Side Front - Red Color, Lt Side Middle - Red Color, Lt Side Rear - Red Location, Lights Mid Side - Rearward of Crew Cab Doors Location, Lights Rear Side - Between Tandem	1
392	0894282	SP	Lights, Door Interior Flash, 4 Dr Cab, Wln WIONSM#, Split Color, Lens, LEDs - Clear Color, Trim - Chrome Trim Control, Door Int Flash - Ignition Switch Location, Light, Door Int Flash - Low and Outside Color, Lt Cab Left, Split - Blue Outside, Amber Inside Color, Lt Cab Right, Split - Blue Outside, Amber Inside Color, Lt Crew Cab Left, Split - Blue Outside, Amber Inside Color, Lt Crew Cab Right, Split - Blue Outside, Amber Inside	1
393	0896616		Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light Control, Door Int Flash - Ignition Switch Location, Light, Door Int Flash - Over Window	1

Line	Option	Type	Option Description	Qty
394	0815847		Connectors, Door Interior Flash, All Cabs, Weatherproof	1
395	0750399		Lights, Side, WIn PS#02FCR LED, Rub Rail Mtd, 1st	6
			Location, Lights - Under LS-6, LS-4, LS-1, RS-6, RS-4, RS-1	
			Qty, - 06	
			Color, Lights, Warning - Red and Blue	
			Control, Light - b) side warning	
			Color, Trim - Chrome Trim	
396	0564655		Lights, Rear Zn Lwr, WIn M6*C LED, Clear Lens, For Tail Lt Housing	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
397	0750350		Lights, Rear, WIn M6# LED, Split Color, Clear Lens 1st	2
			Location - LS and RS rear body mid way up	
			Qty, - 02	
			Control, Light - c) rear lower warning	
			Color, Lt Rear Splt - Red out Blue in	
			Color, Trim - Chrome Trim	
398	0088745		Light, Rear Zone Up, WIn L31HRFN LED Beacon, Red LED	1
			Color, Dome, Rear Warning - j) both domes clear	
399	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
400	0791501		Light, Traffic Directing, WIn TAL65, 36" Long LED, Aerials	1
			Activation, Traffic Dir L - Not Connected	
401	0530074		Location, TDL, On Top of Body Below Turntable w/Treadplate Box	1
402	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
403	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	1
			Qty, - 01	
			Location 1 - LS engine tunnel	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
404	0779701		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Body	1
			Qty, - 01	
			Location 1 - LS4 compartment forward left wall high	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall plate	
405	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	3
			Qty, - 03	
			Location 1 - RS6, RS2 & LS1 Forward wall , high towards the rear of the compartment	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
406	0519934		Not Required, Brand, Hydraulic Tool System	1
407	0649753		Not Required, PTO Driven Hydraulic Tool System	1
408	0784643		Aerial, 100' Pierce Platform, 35 MPH Wind Rating, 400lb Tip Load Allowance	1
409	0000042		Boom Support, Rear of the Chassis Cab	1
410	0762413		Light, Boom Support, Amdor AY-LB-12HW012, 12" LED	1
411	0778531	SP	Boom Support Compartment, Rear of Cab, 10.00" Deep, PUC	1
			Material Boom Support Compt - aluminum treadplate	
412	0680820		Boom Panel, One, Sized to Match Opposite Side Box	1
			Location, Aerial Device - left side	
			Paint Color, Predefined - #90 Red	
413	0526885		Indicator, Extension, Inside and Outside Handrails, Every 10'	1
			Color - 2) red	
414	0688232		Rung Covers, Aerial Device	1
			Rung Cover Color - Safety Yellow	
415	0678641		Brackets Only, Pike Pole, Aerial Fly Section	2
			Qty, - 02	
			Pike Pole Make/Model - Duo-Safety 8' and 12" pike pole	
416	0623645		Aerial Stability Test, Maximum Tip Options	1
417	0728977		Box,Stokes/Lyfe Bracket,w/Cover,Base Section,In Place of Boom Panel,w/Door Sw	1
			Finish - Painted, Job Color	
			Latch, Door, Storage - Rubber Draw Latch, Pair	
			Location, Aerial Device - right side	
			Louvers - no louvers	
			Size, Stokes Basket, Predefined - 86"L x 24"W x 8"H	

Line	Option	Type	Option Description	Qty
418	0678539		Brackets Only, Roof/Wall Ladder, Aerial Fly Section Finish - DA Finish Roof Ladder, Make/Model - 16' Duo-Safety 875-A	1
419	0600934		Basket, PAP, Wide Aerial Basket Latch - Eberhard 206	1
420	0677315		Brackets Only, Halligan Tool, PAP Basket Qty, - 01	1
421	0677364		Landing Pad Extensions, Under Platform Basket	1
422	0678780		Brackets Only, Axe, Platform Qty, - 01 Type of Axe - flathead axe	1
423	0673243		Scuffplate, Aerial Basket Doors Material Trim/Scuffplate - c) S/S, Polished Scuffplate Size - 8.00"	1
424	0633318	SP	Box, Miscellaneous Storage, Platform Qty, - 02 Size - 16"d X 22.75"w X 33.5" H The clear area of the rear wall of wide platform. 1 each side. Make/Model - misc. equipment and hose Latch, Door, Storage - Rubber Draw Latch Location, Aerial Basket - each side Cover - cover	2
425	0601972		Lights, Turntable Walkway, P25, LED	1
426	0601949		Light, Turntable Console, TecNiq T-10, LED Strip Light	1
427	0682164		Cover, Around Aerial Rotation Bearing Material - treadplate	1
428	0732760		Basket Heat Shields	1
429	0508717		Control Stations, 100' PAP, Color Display	1
430	0680909		Stabilizers, Two Sets, PAP, Split Pan Material, Stabilizer Pad - Composite	1
431	0728961		Stabilizer Pan Material Stabilizer Panels - polished stainless steel	1
432	0530819		Not Required, Aerial Stabilizer Pins	1
433	0809974		Door, Stabilizer Control Box, MUX Aerials Latch, Door, Storage - Southco C2 Chrome Raised Hinge Location - Outboard Door, Material & Finish, Stabilizer - Smooth aluminum	1
434	0615057		Stabilizer Placement, Cameras w/Command Zone Color Display, 2 Sets	1
435	0596621		Hydraulic System, 100' PAP	1
436	0061893		Swivels, w/Encoder, PAL/PAP, 36 Collector Rings	1
437	0784656		Electrical System, D Series, 100' PAP	1
438	0804781		Aerial Scene Lts Separated into Aerial Tip Category and Aerial Tracking Category	1
439	0807388		Lights, Tip, HiViz FT-WL-X-5-**-*, 2lts Color, Lt Housing HiViz - White Housing Scene Lt Optics LH Fly - Combination Left Scene Lt Optics RH Fly - Combination Right	1
440	0764346		Lights, Tracking, HiViz FT-WL-X-9-* LED, 2lts Location, Sw, Arl DC Lts - r) 3 locations Color, Lt Housing HiViz - White Scene Lt Optics LH Base - Left Combination Flood and Spot Scene Lt Optics RH Base - Right Combination Flood and Spot	1
441	0653737		Lighting, Rung, LED, TecNiq, 3 Section, Base, Mid, Fly Control, Aerial Rung Lighting - Aerial Master, Turntable Sw w/Aerial Mstr and Turntable Sw w/Master Batt Sw Color, Lt Aerial Fly Sect - Red Color, Lt Aerial Base Sect - Red Color, Lt Aerial Mid Sect - Red	1
442	0540743		Lights, Stabilizer Warn (2) Sets, WIn M6*C LED, Clear Lens Color, Lt Rr Stabilzr Pan - r) Pan Light Red Color, Lt Fr Stabilzr Pan - r) Pan Light Red	1
443	0068701		Lights, Grote Supernova LED, Stabilizer Beam, (2) Sets	1
444	0601977		Lights, Stabilizer Scene, (2) sets, Truck-Lite 40227C, Incandescent	1
445	0006929		Not Required, 120v To Tip	1

Line	Option	Type	Option Description	Qty
446	0757160	SP	Light, HiViz, FT-GSMJR, 12 Volt DC, Surface Mt Side of Basket Qty, - 02 Location, Sw, Arl AC Lts - N) 3 Pos Location, Plat/Tip AC Lts - C) Drvr and Pass	2
447	0614112	SP	Light, HiViz, 12 Volt DC, HiViz FT-MB-12-TR-**, Combo Optics, Location, PAP Location - Front of the basket lower Qty, - 02 Location, Sw, Arl AC Lts - J) 4 Pos Color, Lt Housing - White	2
448	0737181		Intercom, 2-Way Fire Research ICA910 Hands Free	1
449	0590093		Breathing Air to Tip, (2) 6000 PSI, 100 PAP Refill Hose - 100' Breathing Air Fitting - Hansen Breathing Air Mask Box - mask box platform rubber draw latch	1
450	0024742		Not Required, Mask, Breathing Air To Tip	1
451	0126600		Raised Pedestal, 3.00", Rear Mount Aerials, AXT, Velocity, Impel, Enf	1
452	0540605		Lyfe Brackets, 3-In-1, Used w/Duo-Safety 875 Ladders ONLY, Wide Basket Width - 19.00"	1
453	0638090	SP	Light, Underside of Basket Outline, TecNiq D02 LED Color, Lt Underside Aerial Basket - Red	1
454	0645579		Hitch Receiver, 6000 lb, LS/RS, Under Body Sides, Ascendant TA,PAP/PAL	1
455	0530826		Turntable Access, ManSaver Bars, Yellow	1
456	0016950		Waterway, 100' PAP	1
457	0016951		(2) Preconnects At Platform, PAP	1
458	0540474		Monitor, TFT Monsoon Y4-E21A-P Electric Nozzle, Monitor 1, PAP - TFT M-ERP2000 Electric 2000 gpm	1
459	0609404		Wireless Monitor Remote Control, TFT YE-RF-900-D, with Display	1
460	0086971		Flowmeter, Waterway, MUX, PAP	1
461	0004836		Inlet, 5.00" at Rear w/ Pump, Ascendant Tandem, PAP, PAL	1
462	0092870		Adapter, Aerial Inlet, 5" FNST x 4" Storz w/Cap Qty, - 1	1
463	0047897		Tools, Aerial	1
464	0559491		Manuals and Training, 3 Consecutive Days, Platform	1
465	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
466	0816502		NFPA Required Loose Equipment, Quint, NFPA 2024, Provided by Fire Department	1
467	0816941		Soft Suction Hose, Provided by Fire Department, NFPA 2024	1
468	0027023		No Strainer Required	1
469	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
470	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA 2024, Provided by Fire Department	1
471	0765595		Ladder Belts, Aerial Safety Belt, Large/XL - (2) two Large/XL (34"-42" waist) Safety Belt, Small/Medium - 0) small/medium (26"-34" waist) Safety Belt, XXL - (1) one XXL (42"-50" waist)	1
472	0007482		Not Required, Crowbars	1
473	0007484		Not Required, Claw Tools	1
474	0816998		Axe, Flathead, Provided by Fire Department	1
475	0817000		Axe, Pickhead, Provided by Fire Department	1
476	0007494		Not Required, Sledgehammers	1
477	0741569		Paint Process / Environmental Requirements, Appleton	1
478	0709846		Paint, Two-Tone Color, Velocity/Impel Paint Color, Upper Area, Predefined - #10 White Shield, Cab - Standard Shield Paint Color, Lower Area, Predefined - #90 Red Paint Break, Cab - Standard Two-Tone Cab Break	1
479	0709845		Paint, Single Color, Body Paint, Body - Match Lower Cab	1
480	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard Paint Color, Frame Assembly, Predefined - Standard Black	1
481	0693797		No Paint Required, Aluminum Front Wheels	1
482	0693792		No Paint Required, Aluminum Rear Wheels	1
483	0733739		Paint, Axle Hubs Paint, Axle Hub - Black #101	1

Line	Option	Type	Option Description	Qty
484	0007230		Compartment, Painted, Spatter Gray	1
485	0792638		Aerial Platform Paint	1
			Paint Color, Aerial Device - White 10	
			Paint Color, Turntable - White 10	
			Paint Color, Boom Support - white 10	
			Paint Color, Cylinders - white 10	
			Paint Color, Aerial Torque Box - black 101 paint	
			Paint Color, Aerial Stabilizers - black 101	
			Paint Color, Aerial Basket - white 10	
			Paint Color, Aerial Rotation Motor - black 101	
			Paint Color, Aerial Control Console - white 10	
486	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - w) white	
487	0510041		Reflective across Cab Face, Imp/Vel	1
488	0583454		Stripe, Chevron, Rear, Diamond Grade, Aerial	1
			Color, Rear Chevron DG - fluorescent yellow green	
489	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
490	0634721		Stripe, Reflective, Chevron, Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - q) yellow diamond grade	
			Size, Chevron Striping - 04	
			Color, Reflect Chev - A - r) red diamond grade	
491	0027372		Lettering Specifications, (GOLD STAR Process)	1
492	0686426		Lettering, Gold Leaf, 3.00", (61-80)	1
			Outline, Lettering - Outline and Shade	
493	0686195		Lettering, Gold Leaf, 11.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
494	0685982		Lettering, Reflective, 12.00", (21-40)	1
			Outline, Lettering - Outline and Shade	
495	0686251		Lettering, Gold Leaf, 4.00", (61-80)	1
			Outline, Lettering - Outline and Shade	
496	0686223		Lettering, Gold Leaf, 6.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
497	0684206		Emblem, Maltese Cross, Gold Leaf, 21"-23", Pair	1
			Qty, - 01	
			Location, Emblem - Cab doors	
498	0635769		E-Coat, Under Body/Chassis Component Package, PUC	1
			Paint Color, E-Coat - Black	
499	0636438		E-Coat, Water Tank Cradle	1
			Paint Color, E-Coat - Black	
500	0002838		Undercoating, Cab & Body, Ziebart	1
501	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
502	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
503	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
504	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
505	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
506	0735523		Warranty, Engine, Paccar MX13, 5 Year	1
507	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
508	0595767		Warranty, Frame, 50 Year, Velocity/Impel, WA0038	1
509	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
510	0733305		Warranty, Tandem Axle, 5 Year, Meritor, General Service, WA0384	1
511	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
512	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
513	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
514	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
515	0695416		Warranty, Pierce Camera System, WA0188	1
516	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
517	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
518	0685945		Warranty, Transmission Cooler, WA0216	1

Line	Option	Type	Option Description	Qty
519	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
520	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
521	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
522	0889364		Warranty, Pump, Pierce, PUC-NG, 7 Year Parts, 1 Year Labor, WA0390	1
523	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
524	0641372		Warranty, Foam System, Not Available	1
525	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
526	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
527	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
528	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
529	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
530	0553455		Warranty, Electronics, 5 Year, MUX, WA0014	1
531	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
532	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
533	0819254		Certification, Vehicle Stability, CD0196	1
534	0808574		Certification, Engine Installation, VEL, Paccar MX, 2027	1
535	0686786		Certification, Power Steering, CD0098	1
536	0892701		Certification, Cab Integrity, Impel/Veloccity FR, CD0190	1
537	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
538	0548967		Certification, Windshield Wiper Durability, Impel/Veloccity, CD0005	1
539	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
540	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
541	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
542	0545073		Amp Draw Report, NFPA Current Edition	1
543	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
544	0799248		Appleton/Florida BTO	1
545	0000033		PAP BODY	1
546	0000012		PIERCE CHASSIS	1
547	0735525		PACCAR MX13 ENGINE	1
548	0046396		EVS 4000 Series TRANSMISSION	1
549	0520324		PIERCE PUMP, PUC	1
550	0020009		POLY TANK	1
551	0028047		NO FOAM SYSTEM	1
552	0020006		SIDE CONTROL	1
553	0020007		AKRON VALVES	1
554	0020015		ABS SYSTEM	1
555	0755454		AERIAL MEDIUM	1

PROPOSAL FOR FURNISHING FIRE APPARATUS

January 8, 2024

City of Saratoga Springs
60 Lake Avenue
Saratoga Springs, NY 12866

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Firematic Supply Company, Inc., at its home office in E. Yaphank, NY, the apparatus and equipment herein named and for the following prices:

One Pierce Velocity Rear Mount Platform Aerial per attached bid# 876:

Including: Tool Mounting, Delivery, Training and Insurance

3 Members for final Inspection Trip

Price \$2,167,000.00

*Price based on purchase through HGAC

Total	\$2,167,000.00
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Said apparatus and equipment are to be built and shipped in accordance with the specifications here to attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 980 working days after receipt of this order and the acceptance thereof at our office at E. Yaphank, NY, and to be delivered to you at Saratoga Springs, NY.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportations (DOT) rules and regulations in effect at the time of the bid, and with all National Fire Protections Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by the customer specifications. Any increased cost incurred by first part because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

Firematic Supply Company Inc.

By:

AUTHORIZED SALES REPRESENTATIVE

Robert Lewis



Revised: 11/1/2017



CONTRACT

THIS AGREEMENT, made by Firematic Supply Co., Inc., East Yaphank, NY, first party and The City of Saratoga Springs located at, 60 Lake Avenue, Saratoga Springs, NY 12866 by its authorized representative, second party.

WITNESSETH:

First. The said first party hereby agrees to furnish the apparatus and equipment according to the specifications referenced in Bid #876 and to deliver the same as hereinafter provided.

Second. The first party agrees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and the Firematic Proposal, the Firematic Proposal will prevail. The standard Pierce Manufacturing Warranty will apply.

Third. This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased cost incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below, upon written approval of the second party.

Fourth. The said apparatus and equipment shall be ready for delivery from Appleton, Wisconsin within about 1,400 days after receipt and acceptance of this contract at the first party's office at East Yaphank, New York. Delays due to strikes, failures to obtain chassis, materials or other causes beyond its control not preventing, and shall deliver to said party of the second part at The City of Saratoga Spring, NY.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Fifth. A competent serviceman shall upon request, be furnished by first party to demonstrate said apparatus for second party and to give its employees the necessary instructions in the operation and handling of said apparatus.

Sixth. The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of:

Two Million One Hundred and Sixty-Seven Thousand Dollars and Zero \$ 2,167,000.00
Cents

Payment shall be made directly to first party at its, East Yaphank, New York, office. Under no circumstances shall payment be made to any other party except Firematic Supply Co, Inc.

Any representation that payment is authorized to be made to another party is in violation of this agreement. Net payment is due upon acceptance at the Fire House of the second party.



Payment is due upon delivery and acceptance.

Seventh. In case the second party desires to test the apparatus, such test shall be made within ten (10) days after arrival at destination and a written report of such test forthwith delivered to the first party at its principal office at East Yaphank, New York. If no such test is to be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with customers specifications.

Eighth. It is agreed that the apparatus and equipment covered by this contract shall remain the property of the first party, until the entire contract price has been paid.

Ninth. This contract to be binding must be signed and approved by an officer of Firematic Supply Co, Inc., or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual written agreement signed by the parties.

Tenth. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price isn't accepted.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed and attested by its authorized representatives dated on this day of 1/8/2024.

FIREMATIC SUPPLY CO, INC.

[Customer Name]

By _____

By _____

Date of Acceptance _____

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Firematic Supply Co., Inc. - Public Services - ID: 11598 - - FS12-23

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Firematic Supply Co., Inc., hereinafter referred to as the Contractor, having its principal place of business at 10 Ramsey Road, East Yaphank, NY 11967.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406.

Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

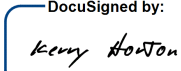
ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Firematic Supply Co., Inc.

Signature  DocuSigned by:
EDD9DFD76BF54CD...

Name Kerry Horton

Title Vice President

Date 12/11/2023

H-GAC

Signature  DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/12/2023

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Firematic Supply Co., Inc. - Public Services - ID: 11598

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Fire Apparatus and Related Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

07230

Project ID: FS12-23

Release Date: Wednesday, July 26, 2023

• **Due Date:** Thursday, September 14, 2023 12:00pm

Posted Wednesday, July 26, 2023 7:00am

Bid Unsealed Thursday, September 14, 2023 12:05pm

Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. **Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. **Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. **Pumper Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. **Pumper-Tanker/Tanker/Tender Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. **Aircraft Rescue & Fire-Fighting Vehicles (ARFF)**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. **Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.**

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G. **Fire Boats, Rescue Boats, Emergency Response Boats**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. **Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

I. Electric/Alternative Fuel Fire Apparatus

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. Fire Apparatus/Vehicle Service/Maintenance Plans

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. Fire Apparatus/Vehicle Parts and Supplies

Response listing need only to include percentage discount.

L. Fire Apparatus/Vehicle Options

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model.

(Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements**Licenses**

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Brush Trucks/Light Rescue	\$1,000 per purchase order
Category B – Aerial Fire Apparatus	\$2,000 per purchase order
Category C – Pumper Fire Apparatus	\$2,000 per purchase order
Category D – Pumper/Tanker and Tanker Apparatus	\$2,000 per purchase order
Category E – ARFF Apparatus	\$2,000 per purchase order
Category F – Special Service Vehicles	
Heavy Rescue*/Special Service	\$2,000 per purchase order
Light Rescue/Quick Response	\$1,000 per purchase order
All Trailers	2% of purchase order
*Heavy Rescue is vehicle with GVWR of 26,000 and above.	
Category G –Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	\$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

Attachment A
Firematic Supply Co., Inc.
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Wildland and Brush		
Pierce	23W-101	1019 Ford F-550 Pumper - 1019	\$ 366,288.00	5%
Pierce	23W - 103 International Type 3	International Wildland-1039	\$ 581,003.00	5%
Pierce	23W - 104 International Urban	International Urban Interface-1040	\$ 491,716.00	5%
BME Fire Trucks	Summit	Navistar, 4x4, 4-Door, Model 34, 1000 GPM Pump, 500 Gallon Water Tank	\$ 544,632.00	5%
BME Fire Trucks	Targhee	Navistar, 4x4, 4-Door, Model 34, 500 GPM Pump, 500 Gallon Water Tank	\$ 529,854.00	5%
BME Fire Trucks	Rocky Mountain	Navistar, 4x4, 4-Door, Type 3, Model 346/500R, 600 Gallon Water Tank, 500 GPM Pump	\$ 455,062.00	5%
BME Fire Trucks	Aspen	Navistar, 4x4, 4-Door, Type 4, 800 Gallon Water Tank, 1.5AGE Pump	\$ 449,583.00	5%
BME Fire Trucks	McCall	Dodge, Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 294,167.00	5%
BME Fire Trucks	Ponderosa	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 325,057.00	5%
BME Fire Trucks	Sawtooth	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 329,057.00	5%
BME Fire Trucks	Big Horn	Navistar, 4x4, 4-Door, Wildland Urban Interface, 750 Gallon Water Tank, 1000 GPM Pump	\$ 606,667.00	5%
		Category B - Aerial Fire Apparatus		
Pierce	23A-101	Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027	\$ 1,436,022.00	5%
Pierce	23A-102	Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028	\$ 1,474,688.00	5%
Pierce	23A-103	Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029	\$ 1,648,105.00	5%
Pierce	23A-104	Enforcer Chassis, Single Rear 107' Aerial - 1030	\$ 1,589,837.00	5%
Pierce	23A-105	Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031	\$ 1,699,833.00	5%
Pierce	23A-106	Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032	\$ 1,646,299.00	5%
Pierce	23A-107	Velocity Chassis, Tandem Rear axle, 100' Rear mounted Platform - 1033	\$ 1,912,763.00	5%
Pierce	23A-108	Velocity Chassis, Tandem Rear axle, 100' Aluminum Rear mounted Platform - 1034	\$ 2,017,959.00	5%
Pierce	23A-109	Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035	\$ 2,101,962.00	5%
Pierce	23A-110	Enforcer Chassis, 107' Tractor Drawn Aerial - 1036	\$ 2,066,551.00	5%
Pierce	23A-111	Enforcer Snoodle - 1037	\$ 1,314,701.00	5%
		Category C - Pumper Fire Apparatus		
Pierce	23P-102	Freightliner M2-106 Responder, 1000 Tank, 1250 Pump 1020	\$ 397,469.04	5%
Pierce	23P-103	International 4 door 1000 tank, 1250 Pump Pumper 1026	\$ 526,585.97	5%
Pierce	23P-104	Saber Pumper, 750 Tank, 1500 pump 1022	\$ 881,807.87	5%
Pierce	23P-105	Enforcer Pumper 750 tank, 1500 pump 1023	\$ 956,324.96	5%
Pierce	23P-106	Enforcer PUC Pumper 750 tank, 1500 pump 1024	\$ 1,035,341.76	5%
Pierce	23P-107	Velocity Pumper 1025	\$ 967,322.35	5%
Pierce	23P-108	Velocity PUC Pumper 1038	\$ 1,049,384.90	5%
		Category D - Pumper Tanker/Tender		
Pierce	23PT-101	Freightliner 2000 Gallon Tanker - 1041	\$ 511,866.00	5%
Pierce	23PT-102	International 2000 Gallon Tanker -1042	\$ 498,571.00	5%
Pierce	23PT-103	Saber 2000 Gallon Tanker - 1043	\$ 899,378.00	5%

Pierce	23PT-104	Enforcer 2000 Gallon Tanker - 1044	\$ 982,413.00	5%
Pierce	23PT-105	Freightliner 3000 Tandem Tanker - 1045	\$ 507,344.00	5%
Pierce	23PT-106	International 3000 Tandem Tanker - 1046	\$ 520,168.00	5%
Pierce	23PT-107	Saber Tandem 3000 Tanker - 1047	\$ 985,111.00	5%
Pierce	23PT-108	Enforcer Tandem 3000 Tanker - 1048	\$ 1,048,825.00	5%
Pierce	23PT-109	Velocity Tandem PUC 2500 Tanker - 1049	\$ 1,109,887.00	5%
BME Fire Trucks	Tahoe	2000 Gallon Water Tender	\$ 483,632.00	5%
BME Fire Trucks	Cascade	3000 Gallon Water Tender	\$ 552,502.00	5%
BME Fire Trucks	Clearwater	Navistar, 4x4, 4-Door, 1250 Gallon Water Tank, 500 GPM Pump Extreme Water Tender	\$ 533,552.00	5%
BME Fire Trucks	Mammoth	1250 Gallon Extreme Water Tender, Navistar 2-Door Cab	\$ 501,135.00	5%
BME Fire Trucks	Payette	1800 Gallon Tactical Water Tender	\$ 484,061.00	5%
		Category E - ARFF Vehicles		
Oshkosh - Pierce	23AR-101	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm)	\$ 1,141,252.35	5%
Oshkosh - Pierce	23AR-102	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	\$ 1,217,470.80	5%
Oshkosh - Pierce	23AR-103	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	\$ 1,784,346.90	5%
Oshkosh - Pierce	23AR-104	Oshkosh New Generation Volterra Striker 6X6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	\$ 2,390,151.75	5%
Oshkosh - Pierce	23AR-HS	H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	\$ 713,119.00	5%
Oshkosh - Pierce	23AR-HTA	HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle	\$ 624,947.00	5%
		Category F - Special Service Vehicles Vehicles		
Pierce	23SS - 101	Ford F-550 Rescue 12' -1050	\$ 278,709.00	5%
Pierce	23SS - 102	Enforcer NWI-Rescue - 1051	\$ 975,772.00	5%
Pierce	23SS - 103	Velocity NWI-Rescue - 1052	\$ 999,751.00	5%
Pierce	23SS - 104	Enforcer PUC NWI-Rescue - 1053	\$ 1,252,488.00	5%
Pierce	23SS - 105	Velocity Combo-Rescue - 1054	\$ 1,136,418.00	5%
Pierce	23SS - 106	Enforcer Tandem Combo - 1055	\$ 1,114,686.00	5%
Pierce	23SS - 107	Velocity Alum Walk-in Rescue - 1056	\$ 1,114,461.00	5%
Pierce	23SS - 108	Enforcer Stainless NWI-Rescue - 1057	\$ 1,020,660.00	5%
Pierce	23SS - 109	Enforcer Walk-in - 1058	\$ 1,034,340.00	5%
Pierce	23SS - 110	Velocity Tandem Walk-in - 1059	\$ 1,228,431.00	5%
Frontline Communications	C-17	Mobile Command Unit, Chevrolet Suburban, 4x4, 17 feet overall length, Single axle, Gasoline	\$ 196,178.00	5%
Frontline Communications	C-20	Rapid Response Command Unit, Ford Transit-350 Van, 2WD, 20 feet overall length, Single axle, Gasoline	\$ 278,319.00	5%
Frontline Communications	CRU-22	Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	\$ 353,163.00	5%
Frontline Communications	C-23	Mobile Command Unit, Mercedes-Benz Sprinter 3500, 23 feet overall length, 2WD, Single axle, Diesel	\$ 306,919.00	5%
Frontline Communications	C-25	Mobile Command Unit, Ford F-650 with custom aluminum body, 26,000 GVWR, 25 feet overall length, 2WD, Single axle, Diesel	\$ 477,451.00	5%

Frontline Communications	C-30	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 30 feet overall length, 2WD, Single axle, Diesel	\$ 587,098.00	5%
Frontline Communications	C-35	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 35 feet overall length, 2WD, Single axle, Diesel	\$ 669,849.00	5%
Frontline Communications	C-40	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 54,000 GVWR, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 735,953.00	5%
Frontline Communications	C-40 Enforcer	Mobile Command Unit, Pierce Enforcer custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,546,944.00	5%
Frontline Communications	C-40 Saber	Mobile Command Unit, Pierce Saber custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,017,416.00	5%
Frontline Communications	C-40 Velocity	Mobile Command Unit, Pierce Velocity custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,259,403.00	5%
Frontline Communications	C-28T	Mobile Command Trailer - Custom aluminum body, 28 feet overall length, Dual axle	\$ 308,961.00	5%
Frontline Communications	C-35T	Mobile Command Trailer - Custom aluminum "gooseneck" body, 35 feet overall length, Dual axle	\$ 394,976.00	5%
Frontline Communications	C-53T	Mobile Command Trailer - Custom aluminum body, 53 feet overall length, Dual axle	\$ 1,241,546.00	5%
Frontline Communications	C-RTR	Refurb/Technology Refresh Command Vehicle - Customer-furnished vehicle, refurbish interior and/or exterior, upgrade technology	\$ 292,975.00	5%
BME Fire Trucks	Sequoia	10 Man Crew Carrier Vehicle	\$ 378,634.00	5%
		Category J - Service/Maintenance Plans		
Oshkosh	ARFF Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Frontline Communications	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
BME	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Pierce Manufacturing	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		



City of Saratoga Springs, NY Contract

City Project Number: N/A City Project Name: N/A
City Department: PUBLIC SAFETY Department Contact Person: AARON DYER City Ext. 3023
Company Name: FIREMATIC SUPPLY CO., INC.
Company Address: PO BOX 187, YAPHANK, NY 11980
Company Telephone No.: 518-730-0410 Company Fax No.:
Vendor and/or Service Provider Primary Contact: Rob Lewis Title: Facility Manager/Apparatus Sales
Primary Contact Email: rlewis@firematic.com
Service to be Provided: One (1) Velocity Rear Mount Platform Aerial Engine
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 Pierce Velocity Rear Mount Platform Aerial Engine, the Vendor and/or Service Provider submitted proposals dated 1-8-2024 (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 1400 days after receipt and acceptance of this contract. 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 \$2,167,000.00 (TWO MILLION ONE HUNDRED SIXTY SEVEN THOUSAND DOLLARS AND NO CENTS), a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
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 SAFETY is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Rob Lewis. 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 Safety, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 To Vendor and/or Service Provider: Firematic Supply Co., Inc., PO Box 187, Yaphank, NY 11980
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**: 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 or any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature:  Date: 1/9/2024

Print Name: Robert Lewis Title: Apparatus Sales

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: John Safford Title: Mayor City Council Approval Date: _____

CITY OF SARATOGA SPRINGS - VOUCHER
474 BROADWAY SARATOGA SPRINGS, NY 12866

DEPT/LOC 4000 DEPARTMENT Public Safety

VENDOR # 4985-1 VENDOR NAME AXON ENTERPRISES, LLC

REMIT ADDRESS PO BOX 29661, DEPT 2018, PHOENIX, AZ 85038-9661

PO# FINAL PARTIAL

INVOICE # and/or ACCOUNT #	ORG	OBJECT	PROJECT	\$ AMOUNT
144968	A-31-4-3022	52230		
<i>AS PER CONTRACT - ATTACHED</i>	A-31-4-3022	52600		
	A-31-4-3024	54720		
INUS214950 7+ Premium payment	A-31-4-3124	54720		\$221,295.80
Taser 7 Bundle				\$4,620.86
Interview Room				\$4,374.96
Ala Carte				\$8,336.00
bundle				\$337.40
<i>PENDING COUNCIL APPROVAL 1.16.2024</i>				
CCA 12/21/2021				
RECEIVED BY:				
			TOTAL	\$238,965.02

By uploading this voucher for payment into the designated electronic folder, I as an approved authorized signor for my department certify the articles or services were necessary and for sole use of the City; have been received in good condition or properly performed.

The Commissioner of Accounts audits and certifies this purchase is in conformity with appropriate standards and procedures by affixing his/her signature to the warrant report approved by City Council in accordance with the City Purchasing Policy.

The Commissioner of Finance certifies this claim is approved from the appropriation indicated above by affixing his/her signature on the check issued as payment for this claim in accordance with the City Purchasing Policy.



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

Invoice

Invoice ID INUS214950
Date 01-Jan-24
Page 1 of 18
Sales Order SUS0136245,
Requisition
Your Ref Q352709,
Our Ref , Q-352709,
Payment Net 30 days
Invoice Account 144968
Terms of Delivery FCA

BILL TO

Saratoga Springs Police Dept. - NY
474 Broadway
Saratoga Springs, NY 12866-2244
USA

SHIP TO

Saratoga Springs Police Dept. - NY
5 Lake Ave
Saratoga Springs, NY 12866-2264
USA

Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
Unlimited7+Premium10yr	2021 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	78.00		221,295.80

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
1	1	73746	PROFESSIONAL EVIDENCE.COM LICENSE Tax Date 01-Jan-24 Shipment Date:	78.00	2,945.73	
2	1	73478	REDACTION ASSISTANT USER LICENSE Tax Date 01-Jan-24 Shipment Date:	78.00	839.61	
3	1	85760	Auto-Transcribe Unlimited Service Tax Date 01-Jan-24 Shipment Date:	78.00	1,865.79	
4	1	11642	THIRD-PARTY VIDEO SUPPORT LICENSE Tax Date 01-Jan-24 Shipment Date:	78.00	839.61	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

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Saratoga Springs, NY 12866-2264
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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
5	1	80190	Evidence.com Channel Services Tax Date 01-Jan-24 Shipment Date:	1.00	3,887.07	
6	1	73310	AXON CAMERA REFRESH TWO Tax Date 01-Jan-24 Shipment Date:	80.00	614.16	
14	1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK Tax Date 15-Mar-22 Shipment Date: 03/18/2022	1.00	34.13	
15	1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE Tax Date 01-Jan-24 Shipment Date:	78.00	2,238.95	
16	1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE Tax Date 01-Jan-24 Shipment Date:	2,340.00	37.32	
17	1	73618	AXON COMMUNITY REQUEST+ LICENSE Tax Date 01-Jan-24 Shipment Date:	78.00	839.61	

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Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
18	1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE Tax Date 01-Jan-24 Shipment Date:	1.00	0.00	
19	1	73309	AXON CAMERA REFRESH ONE Tax Date 01-Jan-24 Shipment Date:	80.00	586.95	
20	1	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP) Tax Date 17-Mar-22 Shipment Date: 03/22/2022	10.00	1,959.08	
21	1	73689	MULTI-BAY BWC DOCK 1ST REFRESH Tax Date 01-Jan-24 Shipment Date:	10.00	1,251.64	
22	1	73348	MULTI-BAY BWC DOCK 4TH REFRESH Tax Date 01-Jan-24 Shipment Date:	10.00	1,430.44	
23	1	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM Tax Date 01-Jan-24 Shipment Date:	78.00	233.22	
28	1	20018	TASER BATTERY PACK, TACTICAL Tax Date 15-Mar-22 Shipment Date: 03/18/2022	93.00	66.86	

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Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
29	1	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND Tax Date 15-Mar-22 Shipment Date: 03/18/2022	8.00	62.19	
30	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date 15-Mar-22 Shipment Date: 03/18/2022	234.00	29.54	
31	1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R Tax Date 15-Mar-22 Shipment Date: 03/18/2022	78.00	1,016.64	
33	1	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED) Tax Date 15-Mar-22 Shipment Date: 03/18/2022	2.00	116.61	
34	1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R Tax Date 15-Mar-22 Shipment Date: 03/18/2022	2.00	1,337.15	
36	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date 15-Mar-22 Shipment Date: 03/18/2022	156.00	29.54	

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Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
37	1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK Tax Date 15-Mar-22 Shipment Date: 03/18/2022	1.00	8.12	
38	1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS Tax Date 15-Mar-22 Shipment Date: 03/18/2022	156.00	29.54	
39	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date 03-Jan-23 Shipment Date: 01/06/2023	156.00	29.54	
40	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date 01-Jan-24 Shipment Date:	156.00	29.54	
41	1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS Tax Date 01-Jan-24 Shipment Date:	156.00	29.54	
42	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date 01-Jan-24 Shipment Date:	156.00	29.54	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

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Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

Invoice

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Sales Order SUS0136245,
Requisition
Your Ref Q352709,
Our Ref , Q-352709,
Payment Net 30 days
Invoice Account 144968
Terms of Delivery FCA

BILL TO

Saratoga Springs Police Dept. - NY
474 Broadway
Saratoga Springs, NY 12866-2244
USA

SHIP TO

Saratoga Springs Police Dept. - NY
5 Lake Ave
Saratoga Springs, NY 12866-2264
USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
43	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date 01-Jan-24 Shipment Date:	156.00	29.54	
44	1	73680	RESPOND DEVICE PLUS LICENSE Tax Date 01-Jan-24 Shipment Date:	78.00	1,772.50	
45	1	73681	AXON RECORDS FULL Tax Date 01-Jan-24 Shipment Date:	78.00	2,705.40	
46	1	73739	PERFORMANCE LICENSE Tax Date 01-Jan-24 Shipment Date:	78.00	839.61	
47	1	73682	AUTO TAGGING LICENSE Tax Date 01-Jan-24 Shipment Date:	78.00	839.61	
48	1	80464	EXT WARRANTY, CAMERA (TAP) Tax Date 01-Jan-24 Shipment Date:	78.00	1,088.69	
49	1	80464	EXT WARRANTY, CAMERA (TAP) Tax Date 17-Mar-22 Shipment Date: 03/22/2022	2.00	1,088.69	

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Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
50	1	73345	AXON CAMERA REFRESH THREE Tax Date 01-Jan-24 Shipment Date:	80.00	641.37	
51	1	20370	FULL VR TASER 7 ADD-ON USER ACCESS Tax Date 01-Jan-24 Shipment Date:	78.00	1,166.12	
52	1	73688	MULTI-BAY BWC DOCK 2ND REFRESH Tax Date 01-Jan-24 Shipment Date:	10.00	1,309.94	
53	1	73347	MULTI-BAY BWC DOCK 3RD REFRESH Tax Date 01-Jan-24 Shipment Date:	10.00	1,368.25	
54	1	20248	TASER - EVIDENCE.COM LICENSE Tax Date 01-Jan-24 Shipment Date:	78.00	466.45	
55	1	20120	TASER INSTRUCTOR COURSE VOUCHER Tax Date 01-Jan-24 Shipment Date:	1.00	291.53	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
56	1	20120	TASER INSTRUCTOR COURSE VOUCHER Tax Date 01-Jan-24 Shipment Date:	1.00	291.53	
57	1	20120	TASER INSTRUCTOR COURSE VOUCHER Tax Date 01-Jan-24 Shipment Date:	1.00	291.53	
58	1	20120	TASER INSTRUCTOR COURSE VOUCHER Tax Date 01-Jan-24 Shipment Date:	1.00	291.53	
59	1	20120	TASER INSTRUCTOR COURSE VOUCHER Tax Date 01-Jan-24 Shipment Date:	1.00	291.53	
60	1	20248	TASER - EVIDENCE.COM LICENSE Tax Date 01-Jan-24 Shipment Date:	1.00	466.45	
65	1	20378	HTC FOCUS 3 VR HEADSET Tax Date 16-Mar-22 Shipment Date: 03/18/2022	4.00	1,399.35	
66	1	75015	SIGNAL SIDEARM KIT Tax Date 17-Mar-22 Shipment Date: 03/22/2022	78.00	193.58	

PAYMENT REMITTANCE INFORMATION

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Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
67	1	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND Tax Date 15-Mar-22 Shipment Date: 03/18/2022	70.00	62.19	
68	1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT Tax Date 15-Mar-22 Shipment Date: 03/18/2022	1.00	583.06	
69	1	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date 15-Mar-22 Shipment Date: 03/18/2022	50.00	38.09	
70	1	80090	TASER TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN. Tax Date 15-Mar-22 Shipment Date: 03/17/2022	2.00	58.31	
71	1	73346	AXON CAMERA REFRESH FOUR Tax Date 01-Jan-24 Shipment Date:	80.00	668.58	
72	1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 01-Jan-24 Shipment Date:	1.00	1,162.23	

PAYMENT REMITTANCE INFORMATION

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Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
73	1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 01-Jan-24 Shipment Date:	1.00	1,162.23	
74	1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 01-Jan-24 Shipment Date:	1.00	1,162.23	
75	1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 01-Jan-24 Shipment Date:	1.00	1,162.23	
76	1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 01-Jan-24 Shipment Date:	1.00	1,162.23	
77	1	20242	TASER CERTIFICATION PROGRAM YEAR 6-10 HARDWARE Tax Date 01-Jan-24 Shipment Date:	78.00	2,339.71	
82	1	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK Tax Date 17-Mar-22 Shipment Date: 03/22/2022	156.00	0.78	

PAYMENT REMITTANCE INFORMATION

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Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

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474 Broadway
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5 Lake Ave
Saratoga Springs, NY 12866-2264
USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
84	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS Tax Date 15-Mar-22 Shipment Date: 03/18/2022	234.00	29.54	
85	1	74200	TASER 6-BAY DOCK AND CORE Tax Date 15-Mar-22 Shipment Date: 03/18/2022	1.00	1,166.12	
86	1	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS Tax Date 15-Mar-22 Shipment Date: 03/18/2022	50.00	38.09	
87	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS Tax Date 15-Mar-22 Shipment Date: 03/18/2022	156.00	29.54	
88	1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS Tax Date 15-Mar-22 Shipment Date: 03/18/2022	156.00	29.54	
89	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS Tax Date 03-Jan-23 Shipment Date: 01/06/2023	156.00	29.54	

PAYMENT REMITTANCE INFORMATION

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Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
90	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS Tax Date 01-Jan-24 Shipment Date:	156.00	29.54	
91	1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS Tax Date 01-Jan-24 Shipment Date:	156.00	29.54	
92	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS Tax Date 01-Jan-24 Shipment Date:	156.00	29.54	
93	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS Tax Date 01-Jan-24 Shipment Date:	156.00	29.54	
		Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
			A La Carte	0.00		8,336.00

PAYMENT REMITTANCE INFORMATION

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Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
7	1	80190	Evidence.com Channel Services Tax Date 01-Jan-24 Shipment Date:	1.00	5,000.00	
8	1	80225	ACTIVE CHANNEL ACCESS LICENSE Tax Date 01-Jan-24 Shipment Date:	1.00	50,000.00	
24	1	20373	VIRTUAL REALITY HEADSET REFRESH ONE Tax Date 01-Jan-24 Shipment Date:	4.00	1,800.00	
25	1	73840	EVIDENCE.COM BASIC ACCESS LICENSE Tax Date 01-Jan-24 Shipment Date:	4.00	1,800.00	
26	1	73893	STANDARDS LICENSE, NON-SWORN Tax Date 01-Jan-24 Shipment Date:	3.00	0.00	
61	1	73687	EVIDENCE.COM VIEWER LICENSE Tax Date 01-Jan-24 Shipment Date:	3.00	600.00	
62	1	73897	STANDARDS SERVICE, PREMIUM Tax Date 01-Jan-24 Shipment Date:	1.00	10,000.00	

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Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
63	1	73638	STANDARDS ACCESS LICENSE Tax Date 01-Jan-24 Shipment Date:	2.00	1,080.00	

Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
IR1CA	Interview Room 1 Camera Advanced	2.00		4,374.96

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
9	1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL- P Tax Date 01-Jan-24 Shipment Date:	2.00	3,000.00	
10	1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER Tax Date 01-Jan-24 Shipment Date:	2.00	3,500.40	
27	1	73840	EVIDENCE.COM BASIC ACCESS LICENSE Tax Date 01-Jan-24 Shipment Date:	1.00	1,800.00	

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Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

Invoice

Invoice ID INUS214950
Date 01-Jan-24
Page 15 of 18
Sales Order SUS0136245,
Requisition
Your Ref Q352709,
Our Ref , Q-352709,
Payment Net 30 days
Invoice Account 144968
Terms of Delivery FCA

BILL TO

Saratoga Springs Police Dept. - NY
474 Broadway
Saratoga Springs, NY 12866-2244
USA

SHIP TO

Saratoga Springs Police Dept. - NY
5 Lake Ave
Saratoga Springs, NY 12866-2264
USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
64	1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE Tax Date 01-Jan-24 Shipment Date:	2.00	11,880.00	
78	1	50448	EXT WARRANTY, INTERVIEW ROOM Tax Date 01-Jan-24 Shipment Date:	2.00	2,594.40	
		Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
		VRCK	2021 Unlimited7+ Premium 10 Year Bundle	2.00		337.40

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
11	1	20297	VR TABLET CASE Tax Date 17-Oct-22 Shipment Date: 10/19/2022	2.00	46.64	
12	1	22197	TASER 7 VR CARTRIDGE, CLOSE- QUARTERS (12-DEGREE) Tax Date 17-Oct-22 Shipment Date: 10/19/2022	4.00	69.97	
79	1	20298	VR-ENABLED SIRT 115C CONTROLLER Tax Date 17-Oct-22 Shipment Date: 10/19/2022	2.00	583.06	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

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Saratoga Springs, NY 12866-2264
USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
80	1	20296	VR TABLET Tax Date 17-Oct-22 Shipment Date: 10/19/2022	2.00	777.41	
81	1	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE) Tax Date 17-Oct-22 Shipment Date: 10/19/2022	4.00	69.97	
		Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
		74200	2021 Taser 7 Certification 10 Year Bundle	1.00		4,620.86

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
13	1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK Tax Date 15-Mar-22 Shipment Date: 03/18/2022	1.00	529.61	
32	1	80395	EXT WARRANTY, TASER 7 HANDLE Tax Date 15-Mar-22 Shipment Date: 03/18/2022	78.00	529.61	
35	1	80395	EXT WARRANTY, TASER 7 HANDLE Tax Date 15-Mar-22 Shipment Date: 03/18/2022	2.00	529.61	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
83	1	80374	EXT WARRANTY, TASER 7 BATTERY PACK Tax Date 15-Mar-22 Shipment Date: 03/18/2022	93.00	35.59	

Sales Amount	238,965.02
Misc. Charge	0.00
Discount	0.00
Sales Tax	0.00
Total	238,965.02
Amount Received	0.00
BALANCE DUE	USD 238,965.02

Payment Due 31-Jan-24

PAYMENT REMITTANCE INFORMATION

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Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS214950	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
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Saratoga Springs, NY 12866-2264
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Tax Note*Ship-to-address Legend***

1 Saratoga Springs Police Dept. - NY
5 Lake Ave
Saratoga Springs, NY 12866-2264
USA

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
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		Reference No	INUS214950	Reference No INUS214950	Tempe, AZ 85283
					Reference No INUS214950

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ORIGINAL



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-352709-44505.812JL

Issued: 11/05/2021

Quote Expiration: 01/01/2022

EST Contract Start Date: 02/01/2022

Account Number: 144968

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-5 Lake Ave 5 Lake Ave Saratoga Springs, NY 12866-2264 USA	Saratoga Springs Police Dept. - NY 474 Broadway Saratoga Springs, NY 12866-2244 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jesse Lowe Phone: Email: jlowe@axon.com Fax:	Phone: (518) 584-1800 Email: jcatone@saratogapolice.org Fax: (518) 584-1744

Program Length	120 Months
TOTAL COST	\$2,410,417.31
ESTIMATED TOTAL W/ TAX	\$2,410,417.31

Bundle Savings	\$670,513.98
Additional Savings	\$147,675.25
TOTAL SAVINGS	\$818,189.23

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	AMOUNT DUE	
Year 1	Jan, 2022	\$238,996.15	
Year 1 - HW & Services	Jan, 2022	\$20,455.80	
Year 2	Jan, 2023	\$238,996.15	
Year 3	Jan, 2024	\$238,996.15	
Year 4	Jan, 2025	\$238,996.15	
Year 5	Jan, 2026	\$238,996.15	
Year 6	Jan, 2027	\$238,996.15	
Year 7	Jan, 2028	\$238,996.15	

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Year 8	Jan, 2029	\$238,996.15
Year 9	Jan, 2030	\$238,996.15
Year 10	Jan, 2031	\$238,996.15

Quote Details

Bundle Summary		
Item	Description	QTY
OSP7+Premium10Year	2021 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	78
DynamicBundle	Dynamic Bundle	1
AB3C	AB3 Camera Bundle	78
AB3MBD	AB3 Multi Bay Dock Bundle	10
DynamicBundfle	Dynamic Bundle	1
DynamicBundle	Dynamic Bundle	1
DynamicBundle	Dynamic Bundle	1
IR1CA	Interview Room 1 Camera Advanced	2

Bundle: 2021 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year Quantity: 78 Start: 2/1/2022 End: 1/31/2032 Total:			
2262851.91 USD			
Category	Item	Description	QTY
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	78
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	78
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	2340
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE	78
Records	73681	AXON RECORDS FULL	78
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	78
Redaction	73478	REDACTION ASSISTANT USER LICENSE	78
Performance	73739	PERFORMANCE LICENSE	78
Auto Tagging	73682	AUTO TAGGING LICENSE	78
On-Demand Transcription	85760	Auto-Transcribe Unlimited Service	78
VR Headset	20378	HTC SUNRISE VR HEADSET	4
3rd Party Video	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	78
E.com Channel	80190	Evidence.com Channel Services	1
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1

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Document

Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	78
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	156
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	78
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	2
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	80
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	80
Camera Refresh 3 with Spares	73345	AXON CAMERA REFRESH THREE	80
Camera Refresh 4 with Spares	73346	AXON CAMERA REFRESH FOUR	80
VR Software	20370	FULL VR TASER 7 ADD-ON USER ACCESS	78
Multi Bay Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	10
Multi-bay Dock Refresh 3	73347	MULTI-BAY BWC DOCK 3RD REFRESH	10
Multi-bay Dock Refresh 4	73348	MULTI-BAY BWC DOCK 4TH REFRESH	10
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	78
Battery & Warranty Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	93
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Holsters	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	70
Holsters	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	8
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	234
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	234
Halt Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1
Dock & Warranty Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1
Handle & Warranty Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	78
Hardware Placeholder	20242	TASER CERTIFICATION PROGRAM YEAR 6-10 ACCESS	78
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2
Spare Handle & Warranty Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1

 ORIGINAL



Taser 7 Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	156
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	156
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	156
Duty Cartridge Replenishment Plan	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	78
Controller Case	20188	VR CONTROLLER KIT PELICAN CASE	2
Controller	20298	VR-ENABLED GLOCK 17 CONTROLLER	2
Tablet	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	2
Tablet Case	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	2
Standoff Cartridges	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	4
CQ Cartridges	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	4
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	93
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1
Other	80395	EXT WARRANTY, TASER 7 HANDLE	78
Other	80395	EXT WARRANTY, TASER 7 HANDLE	2

Bundle: Dynamic Bundle **Quantity: 1** **Start: 2/1/2022** **End: 1/31/2032** **Total: 9200 USD**

Category	Item	Description	QTY
Other	20373	VIRTUAL REALITY HEADSET REFRESH ONE	4
Other	20379	VR 1-DAY SERVICE	1

Bundle: AB3 Camera Bundle **Quantity: 78** **Start: 2/1/2022** **End: 1/31/2032** **Total: 15378 USD**

Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	78
Spare Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	86

 **ORIGIN**



USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	86
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Bundle: AB3 Multi Bay Dock Bundle Quantity: 10 Start: 2/1/2022 End: 1/31/2032 Total: 3077.8 USD			
Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	10
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10

Bundle: Dynamic Bundle Quantity: 1 Start: 2/1/2022 End: 1/31/2032 Total: 9000 USD			
Category	Item	Description	QTY
Other	73687	EVIDENCE.COM VIEWER LICENSE	3
Other	73840	EVIDENCE.COM BASIC LICENSE	4

Bundle: Dynamic Bundle Quantity: 1 Start: 2/1/2022 End: 1/31/2032 Total: 12160 USD			
Category	Item	Description	QTY
Other	73897	STANDARDS SERVICE, PREMIUM	1
Other	73893	STANDARDS LICENSE, NON-SWORN	3
Other	73638	STANDARDS ACCESS LICENSE	2

Bundle: Dynamic Bundle Quantity: 1 Start: 2/1/2022 End: 1/31/2032 Total: 55000 USD			
Category	Item	Description	QTY
Other	80190	Evidence.com Channel Services	1
Other	80225	ACTIVE CHANNEL LICENSE	1

Bundle: Interview Room 1 Camera Advanced Quantity: 2 Start: 2/1/2022 End: 1/31/2032 Total: 43749.6 USD			
Category	Item	Description	QTY
Storage	50045	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE LICENSE	2
Basic E.com License	73840	EVIDENCE.COM BASIC LICENSE	1
Extended Warranty	50448	EXT WARRANTY, INTERVIEW ROOM	2
Touch Panel Maintenance	50039	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	2
Maintenance	50043	AXON STREAMING SERVER MAINTENANCE (PER SERVER)	2

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

 ORIGINAL

 ORIGINAL

 ORIGINAL

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

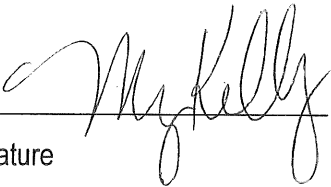
The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

 ORIGINAL

 ORI


Signature


Date Signed

11/5/2021

