



# CITY OF SARATOGA SPRINGS

## City Council Meeting



February 6, 2024

City Council Meeting Room, First Floor  
Regular City Council Meeting

: P.H. - Garbage, Rubbish, and Refuse

07:00 PM P.H. - Zoning Map  
Amendment - Beekman Street

 [Print](#)

**7:00 PM**

**CALL TO ORDER**

**ROLL CALL**

**SALUTE TO FLAG**

**PUBLIC COMMENT PERIOD / 15 MINUTES**

**PRESENTATION(S):**

1. Mayor's Task Force on Homelessness Final Report

**EXECUTIVE SESSION:**

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### CONSENT AGENDA

1. Approval of 1/12/2024 Pre-Agenda Meeting Minutes
2. Approval of 1/16/2024 City Council Meeting Minutes
3. Approve Mid-Warrant 2023, 23MWDEC7 \$40,871.11
4. Approve Mid-Warrant 2023, 23MWDEC8 \$2,858.91
5. Approve Mid-Warrant 2024, 24MWJAN3 \$18,193.96
6. Approve Mid-Warrant 2024, 24MWJAN4 \$11,145.83
7. Approve Warrant 2023 - 23DEC5 \$665,670.74
8. Approve Warrant 2024 - 24FEB1 \$3,412,253.14
9. Approve Payroll 01/12/2024 \$278,688.56
10. Approve Payroll 01/19/2024 \$503,420.42
11. Approve Payroll 01/26/2024 \$1,295,084.85
12. Approve Payroll 02/02/2024 \$481,611.43
13. Approve Budget Transfers - Regular
14. Approve Budget Amendments - Regular

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**MAYOR'S DEPARTMENT**

1. Appointment: Ethics Board
  2. Appointment: Planning Board Alternates
  3. Appointment: Zoning Board Alternates
  4. Discussion: On Call Pay
  5. Discussion and Vote: Resolution Authorizing City of Saratoga Springs to Accept Grant Funding for Railroad Run Trail Light Project
  6. Discussion and Vote: Adoption of Zoning Text Amendment to the Weibel Plaza Commercial Planned Unit Development (PUD)
  7. Discussion and Vote: Authorization to Pay Legal Fees for a Former City Employee under Public Officers Law Section 18-Using 2023 Funds
  8. Discussion and Vote: Amend Resolution for the Approval of Counsel Fees for Former Elected Officials under Public Officers Law Section 18-Using 2023 Funds
  9. Discussion and Vote: Resolution Authorizing a City Attorney
  10. Discussion and Vote: Resolution Authorizing an Assistant City Attorney
  11. Discussion and Vote: Authorization to Pay Invoice to Center for Security
  12. Discussion and Vote: Authorization to Pay Invoice to Carousel Industries
  13. Discussion and Vote: Authorization to Reimburse Employee #2175 Using 2023 Funds
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## **ACCOUNTS DEPARTMENT**

1. Announcement: Business Milestones
  2. Announcement: Special Events
  3. Announcement: Assessment Data Verification Enforcement
  4. Set Public Hearing: Short Term Rental Legislation
  5. Announcement: Exemptions for Senior Citizens 65 Years of Age and Older
  6. Discussion: Formation of Purchasing Committee
  7. Award of Bid: Bond Counsel Services to Walsh Schwartz, LLP
  8. Award of Bid: Financial Advising Services to Fiscal Advisors & Marketing, Inc.
  9. Award of Bid: NYS DOH Certified Instructor to Art Breault - dba EMS Concepts
  10. Discussion and Vote: Position Grade Change for the Assessment Real Property Appraisal Technician
  11. Discussion and Vote: Position Grade Change for the Accounts Department Office Supervisor
  12. Discussion and Vote: Request for a 2023 Funded P.O. for Granicus Service Agreement
  13. Discussion and Vote: Authorization for Mayor to Sign Subscription Agreement with Granicus
  14. Discussion and Vote: Gas Rate for 2025
- 

## **FINANCE DEPARTMENT**

1. Announcement: Update on City Finances
2. Announcement: Update on NYCOM
3. Announcement: Accepting Participatory Budgeting Committee Applications
4. Discussion and Vote: Authorization for Mayor to Sign Contract with Fiscal Advisors & Marketing, Inc. for Financial Advising Services
5. Discussion and Vote: Authorization for Mayor to Sign Contract with Walsh Schwartz LLP for Bond Counsel Services
6. Discussion and Vote: Authorization for Mayor to Sign Quote for Debtbook Accounting Software



7. Discussion and Vote: Authorization for Mayor to Sign Contract with SHI Technology for Cisco/Duo Multifactor Authentication
  8. Discussion and Vote: Authorization for Mayor to Sign Contract with Garnet River for IT Infrastructure Assessment
  9. Discussion and Vote: 2024 Annual Tax Resolution
  10. Discussion and Vote: Use of Reserve Resolution - Water System Capital Reserve
  11. Discussion and Vote: Use of Reserve Resolution - Sewer System Capital Reserve
  12. Discussion and Vote: Budget Transfers - Water & Sewer Funds
  13. Discussion and Vote: Budget Transfer - Contingency
  14. Discussion and Vote: Budget Transfer - Payroll & Benefits
  15. Discussion and Vote: Budget Amendment - Fund Balance
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## **PUBLIC WORKS DEPARTMENT**

1. Discussion and Vote: Amending Chapter 126 City Code 126-5 Deposit of Refuse
  2. Discussion and Vote: Authorization for Mayor to Sign Addendum #1 with LaBella Associates
  3. Discussion and Vote: Authorization for Mayor to Sign Contract with Pace Analytical for Professional Laboratory Services
  4. Discussion and Vote: Authorization for Mayor to Sign Change Order #1 with PCC Contracting
  5. Announcement: Dedication of Skip Scirocco Music Hall
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## **PUBLIC SAFETY DEPARTMENT**

1. Set Public Hearing: Amend Chapter 225 of the City Code entitled "Vehicle & Traffic" Article IX, section 225-77, schedule XII Stop Intersections and section 225-94, schedule XXIX Alternate Side of Street Parking
  2. Discussion and Vote: Authorization for the Mayor to sign a contract with Art Breault, dba EMS Concepts
  3. Authorization for the Mayor to sign a contract with Nielsen Ford
  4. Discussion and Vote: Authorization to pay Dec 2023 invoice to Multi-Med using 2023 funds
  5. Discussion and Vote: Authorization for the Mayor to sign an annual contract with Pittsfield Communications
  6. Discussion and Vote: Authorization to pay invoice to JPB Fire Sales using 2023 funds
  7. Discussion and Vote: Authorization to pay Oct, Nov & Dec 2023 invoices to Passport Labs using 2023 funds
  8. Discussion and Vote: Authorization to reimburse employee #1156 using 2023 funds
  9. Discussion and Vote: Authorization to reimburse employee #3248 using 2023 funds
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## **SUPERVISORS**

1. Michele Madigan
    1. Overview Saratoga County Planning and Zoning Conference
    2. National Association of Counties Conference February 9-14
  2. Matthew Veitch
    1. Saratoga County Facilities Study Report
    2. National Association of Counties Conference February 9-14
- 

## **ADJOURN**



## CITY OF SARATOGA SPRINGS

### Mayor's Task Force on Homelessness Final Report

#### **MEMBERS:<sup>1</sup>**

Co-Chair Kate Forer  
Co-Chair Tom Roohan  
Lindsey Connors  
Jules DeAngelo  
Margaret Fronk  
Dean Devito  
Sherie Grinter

Kate Haliday

Hannah Hurley

Andrea Love-Smith  
Stephen Towne

Appointed by Mayor  
Appointed by Mayor  
Appointed by Mayor  
Appointed by Mayor  
Appointed by Mayor  
Appointed by Mayor  
Appointed by Accounts Commissioner  
Dillon Moran  
Appointed by Public Works Commissioner  
Jason Golub  
Appointed by Finance Commissioner  
Minita Sanghvi  
Appointed by Supervisor Tara Gaston  
Appointed by Supervisor Mike Veitch

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<sup>1</sup> The Commissioner of Public Safety declined to appoint a representative to the Mayor's Task Force on Homelessness

## REPORT

The Mayor's Task Force on Homelessness ("MTFH") was formed on February 9, 2023. The original goals of the MTFH were threefold:

- Determine whether a 24/7, 365, permanent low barrier homeless shelter was needed in Saratoga Springs;
- If the MTFH answered the first question in the affirmative, review possible locations for a low barrier homeless shelter and recommend the best location to the City Council; and
- If the MTFH answered the first question in the affirmative, recommend an agency that could run a low barrier homeless shelter to the City Council.

The eleven members of the MTFH were appointed by the Mayor, Commissioners of Accounts, Finance, Public Works and the two Supervisors<sup>2</sup> and met ten times from March 2, 2023 to July 20, 2023. All meetings were held in public pursuant to the Open Meetings Law and the videos to each meeting are archived [here](#). At each meeting, the MTFH allocated time for public comment so concerned citizens could address them.

**The first meeting of the MTFH was on March 2, 2023**, and each member introduced themselves and made a short statement about their background and qualifications. The Co-Chairs introduced the following rules for all meetings, which were accepted by the members:

- Listen to each other without interruption.
- Evaluate the need for a 24/7, 365, permanent low barrier homeless shelter set up for Saratoga with the collaboration of non-profits.
- Respect for other people's perspectives.
- Community and public involvement with clear and transparent communication.
- Educate themselves, and explain clearly for others.
- Will not reinvent the wheel and will look to other work that has already been done in the shelter process.

Please see **Appendix 2** for documentation.

**At the March 16, 2023 meeting**, the MTFH members had an in-depth discussion about "low barrier shelters." There was a report from MTFH member, Maggie Fronk on the operation of a low barrier shelter in downtown Schenectady. Lindsey Connors shared the Federal Housing Urban Development definition and Hannah Hurley and Sherie Grinter provided additional information based on their respective experiences with the unhoused and their needs. This discussion culminated in a consensus that Saratoga Springs needs a year-round shelter for the unhoused and on a motion, the MTFH voted 9-0 in favor of recommending a year-round shelter to the City Council. Please see **Appendix 3** for documentation.

**At the March 30, 2023 meeting**, Tina Potter, Saratoga County Commissioner of Social Services explained the County and NYS Funding process for Code Blue. There

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<sup>2</sup> Despite repeated requests, the Commissioner of Public Safety did not appoint a representative to the MTFH.

was additional discussion and debate about the characteristics of a low barrier shelter during the meeting but no final resolution on a definition. Please see **Appendix 4** for documentation.

**At the April 20, 2023 meeting,** Stephen Towne begins the conversation on a 1,000-foot buffer stating that no permanent shelter be placed by a school, playground, or any other facility near children. The task force also added language to the resolution defining what a low barrier shelter is. Please see **Appendix 5** for documentation.

**At the May 4, 2023 meeting,** Mayor Kim shares a proposal for a temporary shelter at the former Code Blue site on Adelphi Street. Senior Planner Aneisha Samuels shares zoning requirements for shelters in the City. Rev. Kate Forer states the task force will use a matrix when considering a recommended location. Please see **Appendix 6** for documentation.

**At the May 15, 2023 meeting,** Aneisha Samuels shares that the City is considering zoning text amendment changes to the UDO meaning it would need to be approved by City Council. She also shares the matrix to make the decision for the location selection. Twenty-six locations are provided by task force members and the public. Please see **Appendix 7** for documentation.

**At the June 1, 2023 meeting,** Aneisha Samuels provides eleven locations the list was reduced to along with the matrix to evaluate the locations. Three subcommittees are formed, one to look for an agency to run the shelter, one to explore financing options, and one to determine the design and build of the shelter. Stephen Towne makes a motion for the City to move forward with preparing an RFP for the sale of Williams Street. Mayor Kim includes the RFP for a temporary shelter will be discussed at June 6<sup>th</sup> City Council meeting. Please see **Appendix 8** for documentation.

**At the June 8, 2023 meeting,** Deputy Mayor Angela Rella shares the bid for shelter services for a temporary shelter will be voted on at a special city council meeting. Rella explains the 1,000-foot buffer was agreed by the Mayor's staff to be added as an amendment to the UDO but needs to be referred by the City and County Planning Board. Stephen Towne shared a document on funding sources, one for acquisition, and the other for operational. He states he put together a list of sources from various state, local, private sources that could be used for future funding. Please see **Appendix 9** for documentation.

**At the June 26, 2023 meeting,** Aneisha Samuels presents the locations have been narrowed down to five. Task Force members used the matrix to score the five locations. Maggie Fronk shares a draft RFP used to choose an agency to run the future permanent shelter. Please see **Appendix 10** for documentation.

**At the July 20, 2023 meeting,** Aneisha Samuels shares the results of the matrix regarding the five locations. Out of 700 possible points, with the highest score indicating the preferred location, 153 South Broadway scored 518, 3290 Rt 9/Top Hill scored 448,

Gateway Motel/260 Maple Ave scored 434, North & East Ave scored 362, and Rt 29/Lake Ave scored 297. 153 South Broadway was the preferred location with the highest score but it is not for sale. She then provides a summary of each location for the members to make a final decision. Dean Devito makes a motion that Lake Avenue is the preferred site, first alternate is North Avenue and the second alternate is South Broadway. The Motion carried 5-1 with one abstention. Discussion on RFP, Tom Roohan suggests the motion of the City Council choosing the agency first, motion carries 6-0. Hannah Hurley speaks on the proposed RFP for the agency. Kate Forer makes a motion to recommend the draft RFP to the City Council. Motion carries 6-0. Please see **Appendix 11** for documentation.

### **Conclusion**

After agreeing Saratoga Springs does need a 24/7, 365, permanent low barrier homeless shelter, the Task Force considered twenty-six locations suggested from members of the public and members of the Task Force. Twenty-one locations were eliminated following the establishment of a 1,000ft buffer around schools, leaving five viable options. To analyze these options the Task Force created a location matrix taking into consideration the variables seen under the appendix.

The favored location based on the matrix was 135 South Broadway, however the owner has no interest in selling, leaving the Task Force to consider the other four locations. Lake Avenue became the preferred location because of its lot size with five members for, one member abstaining and one member against.

### **Next Steps**

The City Council should review the recommendations made by the task force listed below.

**Recommendation 1:** City Council should adopt a resolution affirming that Saratoga Springs needs a 24/7, 365, permanent low barrier homeless shelter for the unhoused

**Recommendation 2:** City Council should establish a 1000-foot buffer for all educational institutions

\*City Council next steps: Completed, UDO amendment, resolution, approved at July 17, 2023 City Council meeting 5-0

**Recommendation 3:** City Council should start the RFP process for the sale of property at 5 Williams Street (*see June 1 mins*)

**Recommendation 4:** City Council should approve an agency to run the shelter (*see July 20 mins*)

**Recommendation 5:** City Council should consider Lake Avenue Location for permanent shelter; first alternate is North Avenue and the second alternate is South Broadway (*see July 20 mins*)

After recommendations are completed the City Council can move forward in creating a 24/7, 365, permanent low barrier homeless shelter at the approved location.

## **26 original recommended locations**

1. 260 Maple Avenue
2. Church Street
3. Finely Street
4. 2356 Route 50
5. 3290 Route 9/Top Hill Motel
6. 3 Aletta
7. East Beekman
8. Federal Street
9. 58 Washington Street
10. 68-72 Washington Street
11. Federal Street- west side of street
12. North side of Congress Street and West side of Federal Street
13. Vacant lots on or around Spa City Diner, Canfield Street, Union Street and Finely Street
14. Corner of Ballston Ave and Finely Street
15. Ballston Avenue
16. East and North Avenue
17. Lake Avenue/NYS Route 29
18. 153 South Broadway
19. Vacant lot across from ESPY, Bank of America building
20. Old brewery across the street from Quality Hardware
21. Former Saratoga County Building on Woodlawn
22. Construct Shelter at the top of Woodlawn garage
23. Near Saratoga Hospital- construct facility at parking lot on Myrtle Street
24. Skidmore Campus
25. Near Pitney Meadows
26. Williams Street

## **Appendix**

1. Creation of Mayor's Task Force on Homelessness
  - a. [Feb. 9 City Council minutes](#)

2. March 2
  - a. [Meeting minutes](#)
3. March 16
  - a. [Meeting minutes](#)
4. March 30
  - a. [Meeting minutes](#)
5. April 20
  - a. [Meeting minutes](#)
  - b. [Low Barrier Shelter definition](#)
  - c. 1000-foot buffer
    - i. [Local Law](#)
    - ii. [Proposed amendment](#)
    - iii. [Planning Board advisory opinion](#)
    - iv. [Resolution](#)
6. May 4
  - a. [Meeting minutes](#)
  - b. Temporary Shelter
    - i. [Award of Bid](#)
    - ii. [Contract](#)
    - iii. [COSF](#)
    - iv. [Exhibit A](#)
    - v. [RISE Bid application](#)
  - c. [Location Exclusion Amended Resolution](#)
  - d. [Zoning Maps](#)
7. May 15
  - a. [Meeting minutes](#)
  - b. [Matrix](#)
8. June 1
  - a. [Meeting minutes](#)
9. June 8
  - a. [Meeting minutes](#)
  - b. [Shelter Funding Plan](#)
10. June 26
  - a. [Meeting minutes](#)
11. July 20
  - a. [Meeting minutes](#)
  - b. [Final five matrix](#)
  - c. [Agency RFP](#)
12. Additional Documents
  - a. [A](#)
  - b. [B](#)



January 12, 2024

**CITY OF SARATOGA SPRINGS**  
**City Council Pre-Agenda Meeting**  
**474 Broadway**  
**9:30 AM**

**PRESENT:** John Safford, Mayor  
Minita Sanghvi, Commissioner of Finance  
Dillon Moran, Commissioner of Accounts  
Jason Golub, Commissioner of Public Works (arrived at 9:32 a.m.)  
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 9:31 a.m.

**PUBLIC HEARINGS**

1. Amend Various Chapters of the City Code to Remove Fees – Commissioner Moran stated initially the dining fees were addressed but all chapters which contain fees have been amended.

**CONSENT AGENDA**

1. Approval of 1/1/2024 City Council Meeting Minutes
2. Approval of 1/2/2024 City Council Meeting Minutes
3. Approval of 12/15/2023 Pre-Agenda Meeting Minutes
4. Approval of 12/19/2023 City Council Meeting Minutes
5. Approval of 12/28/2023 City Council meeting Minutes
6. Approval of 12/5/2023 City Council Meeting Minutes
7. Approve Mid-Warrant 2023, 23MWDEC5 \$2,500.00
8. Approve Mid-Warrant 2023, 23MWDEC6 \$103,563.22
9. Approve Mid-Warrant 2024, 24MWJAN1 \$29,605.82
10. Approve Mid-Warrant 2024, 24MWJAN2 \$500.00
11. Approve Warrant 2023 – 23DEC4 \$Pending (will be added after pre-agenda)
12. Approve Warrant 2024 – 24JAN2 \$Pending (will be added after pre-agenda)
13. Approve Payroll 01/05/2024 \$378,489.22
14. Approve Payroll 01/12/2024 \$481,675.86
15. Approve Budget Transfers - Regular

Lisa Ribis, secretary to the City Council, advised one additional set of minutes will be added to the agenda. Additionally, the attachments for the 12/19/23 minutes could not be attached, as there were too many, which made the file too large to place on the webpage and in the agenda system.



## **MAYOR'S DEPARTMENT**

### Announcement: State of the City Address – January 30, 2024

Mayor Safford announced the State of the City Address will be held on January 30, 2024. He requested each commissioner to do a 5 – 7 minute presentation.

### Announcement: Public Speaking

Mayor Safford stated the rules have been sent out and they have listened to comments/concerns. The Council must vote on this.

Commissioner Moran asked if this needs to be noticed as a public hearing.

Lisa Ribis, secretary to the City Council, advised this is not a code change; therefore, no notice is required.

Mayor Safford stated the City Council meetings are a public meeting where people can observe and it allows the people to talk to all five Council members at one time. He will be making a motion on Tuesday to vote on the rules.

Commissioner Golub stated the changes made to the rules make sense and he is more comfortable with them.

Commissioner Sanghvi stated she has questions and concerns and will reach out to the city attorney.

Commissioner Coll stated the rules from the last time they met regarding clapping and feet stomping came from a 9<sup>th</sup> Circuit Court in California. In addition to the Committee on Open Government looking favorably on the language, the 9<sup>th</sup> Circuit Court did as well.

### Discussion: Location of City Council Meetings

Mayor Safford stated he is leaning toward using the City Council Room more, except if it is known there will be a lot of interest in an item. That is when they will use the Music Hall.

Commissioner Moran stated he will be bringing forward short-term rentals, which will have interest. Commissioner Golub will probably prefer upstairs when discussing parking.

Mayor Safford advised Tuesday's City Council meeting will be held in the Music Hall.

### Appointment: Planning Board

Mayor Safford advised he will be appointing Anthony Stellato to the Planning Board.

### Announcement: Planning Board

Mayor Safford advised he will be appointing Chuck Marshall as chair and Mark Pingel as vice-chair of the Planning Board.

### Appointment: Zoning Board of Appeal

Mayor Safford advised he will be appointing Christopher LaPointe to the Zoning Board of Appeals.

### Discussion and Vote: Authorization for Mayor to Sign Art Co-Sponsor Agreement

Mayor Safford advised the agreement is with C.R.E.A.T.E. Studios. The City and C.R.E.A.T.E. will split the revenues 8-/20.

Discussion and Vote: Recreation Department Agreement Templates

Mayor Safford advised this is an annual review of facility agreements. The only change is the date.

Discussion and Vote: Extending the 60-Day Time Period and Zoning Map Amendment

Beige Berryman of the Planning Department advised the Planning Board at last night's meeting issued a favorable advisory opinion for the Beekman Street request. The change requested is to change the zoning from UR-3 to arts and culture district. The request for extension is no longer needed.

Commissioner Moran asked for an explanation of what this extension does for the businesses associate with it.

Beige Berryman advised the arts and culture district allows for artist studios and creative businesses in that area. The applicant who initiated the request has an artist studio.

Commissioner Sanghvi asked if they would expect to see more economic activity if it were to be re-mapped.

Beige Berryman stated that would be an ideal outcome.

Mayor Safford advised this item to extend the time period will be removed from the agenda.

Set Public Hearing: Zoning Map Amendment

Mayor Safford advised this public hearing is for the Beekman Street amendment just discussed.

Mayor Safford advised his is adding an Announcement: CDBG Application Closes January 31, 2024.

Beige Berryman advised the program year is 2024 and they started accepting applications December 1, 2023. Applications will be accepted through January 31, 2024.

Mayor Safford advised beginning Tuesday; he will ask the supervisors to go through their agenda before the mayor's agenda.

**ACCOUNTS DEPARTMENT**

Announcement: Downtown Advisory Committee Update

Commissioner Moran advised Commissioner Coll will be joining the Committee. He thanked Commissioner Sanghvi for her time on the Committee. Meetings are not open as talking about ways and means to keep the public safe.

Announcement: Special Events

Commissioner Moran stated the biggest event coming up is Chowderfest.

Announcement: Business Milestones

Commissioner Moran stated he may have some milestones to present.

Announcement: Update on Risk and Safety

Commissioner Moran announced they have been conducting interviews and hope to make an announcement by end of next week.

Discussion and Vote: Authorization for the Mayor to Sign Contract with FitzGerald, Morris Baker, and Firth for Article 7 Cases

Commissioner Moran advised this is an annual contract to balance the work of Article 7s between two law firms.

Mayor Safford asked Dave Harper, city attorney, to help co-ordinate the work.

Discussion and Vote: Amend Carious Chapters of the City Code to Remove Fees

Commissioner Moran stated a public hearing will be held on this Tuesday night. All fees associated with applications will be removed from the code and maintained in the fee schedule the Finance Department puts forward each year.

Award of Bid: Transit Mix Concrete to Palette Stone

Commissioner Moran advised this award of bid is for the Department of Public Works.

Discussion and Vote: Authorization for Mayor to Sign Contract for Electric Rates

Commissioner Moran stated the contract will be circulated on Tuesday. They will have the rate for that day and will lock the City in on a new rate and save the City \$100,000 per year. The rate sheet will be attached and circulated.

Commissioner Moran announced he is adding an item to his agenda – Announcement: January is Mental Health Month.

**FINANCE DEPARTMENT**

Announcement: Update on City Finances

No comments.

Announcement: Now Accepting Participatory Budgeting Committee Applications

Commissioner Sanghvi advised they are accepting Committee applications.

Discussion and Vote: Updates to Finance Policy and Procedure Manual (FPPM)

Commissioner Sanghvi stated there is a slight change to include GASB 87 & 96. The City's auditors have reviewed the changes to the manual.

Discussion and Vote: Use of Reserve Resolution – Payment of Bonded Indebtedness

No comments.

Discussion and Vote: Authorization for Mayor to Sign Addendum #1 with SHI for Barracuda Email Archiver

No comments.

Discussion and Vote: Use of Reserve Resolution – Retirement Reserve

No comments.

**PUBLIC WORKS DEPARTMENT**

Set Public Hearing: Garbage, Rubbish, and Refuse

Commissioner Golub advised Chapter 126 of the City Code will be amended to create a permit system for landscapers. It will also change the dates for pick-up of refuse and require containing of refuse rather than piling in the street. They are trying to get to the point where they will be able to tell residents when their refuse will be picked up.

Announcement: SiFi Update

Commissioner Golub advised SiFi is a network program to bring high-speed fiber optics to the City. He will provide an update as to where they are with the project. They are privately funded and had some investor issues.

Discussion and Vote: Authorization for Mayor to Sign Contract with Joe Johnson Equipment for Elgin & Vactor Equipment Parts and Service

No comments.

Discussion and Vote: Authorization for Mayor to Sign Contract with Casella Waste Systems for Municipal Solid Waste

No comments.

Discussion and Vote: Authorization for Mayor to Sign Contract with Morton Salt, Inc. for Rock Salt

No comments.

Discussion and Vote: Authorization for Mayor to Sign Sidewalk Agreement for 42 Phila Street

No comments.

Commissioner Golub added the following items to his agenda:

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Pallette Stone for Transit Mix Concrete
2. Discussion and Vote: Authorization for Mayor to Sign Contract with Schindler Elevator for Elevator Service
3. Discussion and Vote: Allow Encumbrance of 2023 Capital Funds

**PUBLIC SAFETY DEPARTMENT**

Discussion and Vote: Authorization to Pay Invoice to DLC Electric, LLC

Commissioner Coll advised this is for electric work done at station 3.

Discussion and Vote: Authorization to Pay an Invoice to Joe's Cycle Repair

Commissioner Coll advised this is for a 12 x 21 metal building using 2023 funds.

Discussion and Vote: Authorization to Reimburse Employee #2539

Commissioner Coll advised this employee used personal funds for travel to training.

Discussion and Vote: Authorization for the Mayor to Sign a Contract with Firematic Supply Company

Commissioner Coll advised this is for a new ladder truck in the amount of \$2,167,000.

Discussion and Vote: Authorization to Pay Annual Invoice to Axon

Commissioner Coll advised this is for the records management system in the Police Department.

Discussion and Vote: Approval to Use 2023 Funds for Previously Approved Contract with Ward Apparatus

Commissioner Coll advised at the last City Council meeting when making the motion to approve the mayor to sign a contract with Ward Apparatus, he failed to stated they were using 2023 funds.

**ADJOURN**

**Commissioner Moran moved and Commissioner Sanghvi seconded adjourned the meeting at 10:16 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:



January 16, 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

**7:00 PM**

**CALL TO ORDER**

**ROLL CALL**

**SALUTE TO FLAG**

**PUBLIC COMMENT PERIOD / 15 MINUTES**

**PRESENTATION**

**CONSENT AGENDA**

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2. Approval of 1/2/2024 City Council Meeting Minutes
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15. Approve Payroll - 01/12/2024 \$481,675.86
16. Approve Budget Transfers - Regular

**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

#### **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

#### **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 Street
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**

Matt Veitch

1. Committee Assignments for 2024

Michele Madigan

1. Committee Assignments for 2024
2. Statement Regarding On-Call Pay for Deputies

## **ADJOURN**

DRAFT





January 16, 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.

**CALL TO ORDER**

Mayor Safford called the meeting to order at 7:01 p.m.

**PUBLIC HEARING**

Amend Various Chapters of the City Code to Remove Fees

Mayor Safford opened the public comment period at 7:03 p.m.

Commissioner Moran advised the Council will vote on this later tonight. Various chapters were reviewed and fees were removed from those chapters in the City Code.

No one spoke.

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

## **PUBLIC COMMENT**

**Mayor Safford advised tonight they are operating on 2018 rules and everyone has three minutes to speak.**

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

Brian Dunn of Saratoga Springs stated his wife was dismissed without caused from the Planning Department. The City had every legal right to do what they did, but what is legally right and what is morally right are different. No one she works with was approached to see what she does or how she was performing. He is sure they did not understand what she did. In the military, you would never fire someone you don't know from a position you don't understand. He is disappointed. Her biggest concern after she was escorted out of the building was the projects she was working on and her co-workers.

Amy Durland of Saratoga Springs and member of Sustainable Saratoga welcomed the new members of the Council and the new supervisor. Sustainable Saratoga is co-hosting Saratoga Sustainability Fair at Skidmore in April. They are also working with Discover Saratoga to introduce sustainable options to reduce plastic waste as Chowderfest.

John Kaufman of Saratoga Springs stated the City's internal data that is entered into the City's database must and should be accurate. A resolution entered into the database last February was edited and contained language not approved by the Council. The resolution in question authorizes payment for attending events as compared to emergencies. According to metadata attached to the file, the author of the resolution was Deputy Connors of the Accounts Department. Many citizens of this community believe this resolution was abused by the deputies who received additional monies and the commissioners and mayor who approved payments to their deputy. The City's records need to be amended to correct what is in there. The Council needs to acknowledge that based upon appearances, this fiasco deserves full review. He has faith this Council will effectively address this.

Hannah Hurley of Saratoga Springs and member of the Task Force on Homelessness stated the task force was formed when the previous plan to bring a shelter to the City fell through. The Task Force concluded that the level of homelessness in the City demands the increase in available beds and the need for a year round low barrier shelter. She is proud of the work put into this issue. When the temporary shelter opened, the homeless people left the parking garage and received shelter. The Times Union has stated the wait list for temporary shelter to be 58 people. The City Council did not hear the Task Force's presentation last year.

Samira Sangare of Saratoga Springs and co-founder of BLM stated if/when the rules are voted on and put through people need to think about whom it is going to affect. The people affected over the last few years are the most marginalized people. Rules are going to be broken; people are going to speak over their time, people are going to clap. Is it going to be fair or just when rules are broken? There are a lot of white people that break the rules. The mayor should look into who Martin Luther King, Jr. was. He would not like these rules. They stand for peace and human rights.

MaryBeth Delarm of Saratoga Springs stated she appreciates having new rules and keeping some of the old rules. She sent an e-mail last week and found she sent it to the wrong address. She suggest the e-mail address be placed on top of contact page, top of agenda, and in print. She suggested a change to the ordinance for public works to include a rule that if a large item is left out for one to two weeks, the resident be fined. A piece of furniture had been left out and could cause a problem for a plow.

Diogenes of stolen land stated she is concerned about the suggested new rules. The terms of the policy with the exception of the time limit are completely subjective. The business of white supremacy, when this is your business as usual, warrants disrupting every time. Returning to the small room would not accommodate all attendees.

Robin Dalton of Saratoga Springs stated the reading of on-call pay appears the intent is to compensate people like the public works deputy, a person who is regularly called in the middle of the night for a water main break and is an emergency. The reasons for on-call were all previously scheduled. These items can be worked into a regular workday without asking for on-call pay. She has never heard of scheduled events qualifying as an on-call pay situation. The on-call pay situation needs to be revisited. She doesn't believe it is necessary.

Sam Brewer of Saratoga Springs stated he voiced his support to reinstate the employee who was let go last week. The last cycle of the Council did a poor job of listening to the demographics of the City. The Democratic Party in particular has ignored a large slice of the Democratic Party that resulted in the two losses. He asked Commissioner Moran and Commissioner Sanghvi to listen better to the elements of the constituency that you might not agree with.

Patience Childbirth of one of the stables in Saratoga Springs owned by the king who imprisons his daughters and has invested \$60 million dollars into the City. Civility is more than just an ice cream. Did the big developer pay for all your campaigns?

Mayor Safford closed the public comment period at 7:30 p.m.

Mayor Safford stated many changes have been made to the rules to make everyone as comfortable as possible when speaking. He thanked everyone for their comments.

## **CONSENT AGENDA**

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

1. Approval of 1/1/2024 City Council Meeting Minutes
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

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

**Nays – 0**

## **SUPERVISORS**

Michele Madigan

Committee Assignments for 2024

Supervisor Madigan reported Phil Barrett was appointed as chair of the Board. She has been appointed to the Trails and Open Space Committee, Economic Development Committee, and the Public Works Committee.

#### Statement Regarding On-Call Pay for Deputies

Supervisor Madigan reported an article in Saratoga Springs Politics raised awareness to on-call pay for City deputies. As former commissioner of finance, she feels it is important to address this issue transparently and consider the broader impact on City employees and the City taxpayer. Reasons for 'on-call' were cited as being available to the mayor and commissioner; City Council meetings; state of the union address, constituent meetings, and budget workshop meetings. These are basic job functions of an appointed deputy in the City's form of government. The City's IT staff does not receive this amount of on-call pay. According to New York State Law, exempt staff are exempt from overtime provisions of the state and federal wage hour's law. Exempt staff, however, is entitled to time off with pay, which is called flextime. The deputies' salaries are close to \$93,000 as a large raise was granted to them in 2023. The City Council has decided to override any state guidelines to pay personal appointees up to \$6,500 per year to do their jobs. The City must also commit funds for retirement on these payments. On-call pay needs to go. A new resolution is not needed; just remove the misuse of taxpayer funds from being used by personal appointees going forward.

#### Matt Veitch

#### Committee Assignments for 2024

Supervisor Veitch reported he was voted as vice-chair of the County Board of Supervisors. He was appointed as chair of the Law and Finance Committee; appointed to the Buildings and Grounds Committee; appointed to the Trails and Open Space Committee; appointed to the Human Resources and Insurance Committee; appointed to the Saratoga Casino Hotel Foundation; appointed to the NYRA local advisory board, and appointed to the Public Health Advisory Task Force. Supervisor Veitch serves as chair of New York State Association of Counties Public Safety Committee and staying on as vice-chair of the National Association International Economic Task Force and the National Association Community and Workforce Development Committee.

### **MAYOR'S DEPARTMENT**

Mayor Safford stated the attorneys are looking into the question that has been raised tonight.

#### Announcement: State of the City Address – January 30, 2024

Mayor Safford announced the State of the City Address will be January 30, 2024 at 7 p.m. in the Music Hall. He is asking each commissioner to speak for 5 – 7 minutes.

#### Discussion and Vote: Amend Public Speaking Rules (24-020)

Mayor Safford stated everyone has been given a draft of the rules and feedback has been received. They are holding to the three-minute rule to make sure everyone has an opportunity to speak. The last time rules were set was 2018 by a Council vote.

Mayor Safford stated there is a correction to #5 as follows: "Members of the public may submit written public comments to [public.comment@saratoga-springs.org](mailto:public.comment@saratoga-springs.org). This e-mail is automatically received by all Council members, their deputies, and the clerk of the Council. Such comments shall be entered as part of the official record of such meeting."

**Mayor Safford moved and Commissioner Coll seconded to adopt the amendments to the public speaking rules, which were previously revised in 2018 by Council vote as well as correction to #5 of the proposed public speaking rules.**

Commissioner Sanghvi stated she is concerned that limiting the public comment period to 30 minutes could prevent some members of the community from being heard. Thirty minutes at three minutes per person only allows 10 people to speak. She feels signing up ahead of time becomes an issue when a person wants to engage with what they hear during the public comment period and may not have previously signed up. As finance commissioner, she is worried about the impact the rules have as well as the way they are applied.

Commissioner Moran stated he has concerns specifically to the assignment of one of the City's police officers as sergeant at arms. The mayor is endangering the police officer's career by asking them to step outside of their sworn duty. It is important to work in a way to reduce potential for conflict rather than create potential conflict.

Commissioner Coll stated the rules were approved by the Committee on Open Government. He circulated the rules in the Police Department and they have no concerns about their careers. They are well aware of how to uphold the law.

Commissioner Golub stated he struggles with the rules, as his fear is how they are applied and how to apply objectively. The flip side is the problem with the last public safety commissioner is there were no rules. He likes the rules more than having no rules and it holds the Council accountable.

Commissioner Sanghvi stated she would like to make a friendly amendment to remove the 30-minute time-period.

Mayor Safford reminded the Council that if this doesn't pass it goes back to the rules of 2018 of two minutes per speaker and 15 minutes for the public comment period.

**Commissioner Sanghvi moved and Commissioner Moran seconded a friendly amendment to remove the 30-minute time-period for public comment.**

Commissioner Golub stated this is the same problem they had with the last mayor. It goes back to the arbitrary time of when to cut it off public comments. If there is no time limit, public comment is still going to be cut. The time limit has to be something because the rest of the business needs to get done.

Commissioner Moran suggested a maximum of one hour.

Commissioner Golub stated he could support one hour.

Mayor Safford called for a vote of the friendly amendment.

**Ayes – 2 (Commissioner Moran and Commissioner Sanghvi)**

**Nays – 3 (Commissioner Golub, Commissioner Coll, and Mayor Safford)**

Mayor Safford asked for a vote of new rules as presented with correction to #5.

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

**Nays – 1 (Commissioner Sanghvi)**

Discussion: Location of City Council Meetings

Mayor Safford stated on a go-forward basis, all City Council meetings, including pre-agenda, will be held in the City Council Room unless stated otherwise.

Commissioner Moran stated that at this time of year it is too close quarters with viruses going around. Also, the perception could be that the Council is trying to limit the number of people that can attend.

Appointment: Planning Board

Mayor Safford appointed Anthony Stellato to the Planning Board.

Announcement: Planning Board

Mayor Safford announced Chuck Marshall will be taking over as chair of the Planning Board and Mark Pingel will be vice-chair of the Planning Board.

Appointment: Zoning Board of Appeal

Mayor Safford appointed Christopher LaPointe to the Zoning Board of Appeals effective.

Discussion and Vote: Authorization for Mayor to Sign Art Co-Sponsor Agreement (24-021)

Mayor Safford advised this is an agreement with C.R.E.A.T.E. Studios. City will receive registration revenue and split 80/20 with the vendor.

**Mayor Safford moved and Commissioner Golub seconded to authorize the mayor to sign the art co-sponsor agreement.**

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

**Nays – 0**

Discussion and Vote: Recreation Department Agreement Templates (24-022)

Mayor Safford advised the revocable license for the Recreation Center, ice rinks, field user agreements, and pavilion field house rental agreement.

**Mayor Safford moved and Commissioner Coll seconded to approve the Recreation Department agreement templates.**

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

**Nays – 0**

Set Public Hearing: Zoning Map Amendment

Mayor Safford set a public hearing for Tuesday, February 6, 2024 for a zoning map amendment.

Announcement: CDBG Application Period is Open Until January 31

Mayor Safford announced CDBG applications are being accepted through January 31, 2024.

**ACCOUNTS DEPARTMENT**

Announcement: Downtown Advisory Committee Update

Commissioner Moran announced Commissioner Coll is joining the Downtown Advisory Committee. The downtown businesses have never felt more align with the Police Department. The addition of Commissioner Coll can only strengthen the alignment.

Announcement: January is Mental Wellness Month

Commissioner Moran announced January is mental wellness month. The idea that people may help is human and people should ask for it.

Announcement: Special Events

Commissioner Moran announced Chowderfest will be held on February 10<sup>th</sup> from 11 a.m. – 4 p.m. This is the 25<sup>th</sup> year with approximately 80 restaurants and vendors participating. There will be live music, kid's activities and collectable hats & shirts for sale.

Announcement: Business Milestones

Commissioner Moran stated Broadway Title Agency is celebrating 20 years. In December, Saratoga Hospital celebrated 100 years of maternity services.

Announcement: Update on Risk and Safety

Commissioner Moran announced the interview process is underway to fill the position. He expects to be able to announce the end of this week the position has been filled.

Discussion and Vote: Authorization for the Mayor to Sign Contract with FitzGerald, Morris, Baker, and Firth for Article 7 Cases (24-023)

**Commissioner Moran moved and Commissioner Sanghvi seconded to authorize the mayor to sign a contract with FitzGerald, Morris, Baker, and Firth for article 7 cases as included with the agenda.**

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

Discussion and Vote: Amend Various Chapters of the City Code to Remove Fees (24-024)

Commissioner Moran advised fees will be removed from chapters 65, 72, 101A, 140, 151, 163, 165, 199A, 200, 218, and 228.

**Commissioner Moran moved and Commissioner Golub seconded to amend the various chapters of the City Code as included with the agenda to remove fees from those chapters. Fees will be included in the fee schedule issued and reviewed annually by the Finance Department.**

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

Award of Bid: Transit Mix Concrete to Palette Stone (24-025)

**Commissioner Moran moved and Commissioner Sanghvi seconded to award the bid for Transit Mix Concrete to Palette Stone according to unit bid pricing not to exceed appropriations.**

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

Discussion and Vote: Authorization for Mayor to Sign Contract for Electric Rates (24-026)

Commissioner Moran stated the City currently has an agreement in place. This is an opportunity to lock in a rate of \$.10825/kWh for a period of 31 months. This is an annual savings of \$100,000 for the next two and a half years.

**Commissioner Moran moved and Commissioner Sanghvi seconded to authorize the mayor to sign a contract with Constellation at \$0.10825 / kWh for 31 months.**

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

**Nays – 0**

## **FINANCE DEPARTMENT**

### Announcement: Update on City Finances

Commissioner Sanghvi announced sales tax year to date is \$17,063,309.86 and the 2023 budgeted amount was \$17.5 million. They are still waiting on December sales tax figures.

### Announcement: Now Accepting Participatory Budgeting Committee Applications

Commissioner Sanghvi announced there are openings for new Committee members. Applications are being accepted for the next phase of participatory budgeting and can be found on the City website.

### Discussion and Vote: Updates to Finance Policy and Procedure Manual (FPPM) (24-027)

Commissioner Sanghvi advised this for the Finance Policy Manual, not the policy and procedure manual. Two main policy updates are the inclusion of GASB 87 (leases) and GASB 96 (subscription based information technology arrangements). The City's auditors have reviewed the updates for accuracy.

**Commissioner Sanghvi moved and Commissioner Coll seconded to approve the updates to the Finance Policy Manual.**

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

**Nays – 0**

### Discussion and Vote: Use of Reserve Resolution – Payment of Bonded Indebtedness (24-028)

Commissioner Sanghvi advised the City established a reserve fund in 2013 for payment of indebtedness to accumulate monies to finance the payment of debt in accordance with General Municipal Law. The debt service fund budget includes \$750,000 from the reserve fund for payment for bonded indebtedness. This resolution approves the use of those funds.

**Commissioner Sanghvi moved and Commissioner Moran seconded to approve the resolution for the expenditure of the reserve fund for the payment of bonded indebtedness.**

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

**Nays – 0**

### Discussion and Vote: Authorization for Mayor to Sign Addendum #1 with SHI for Barracuda Email Archiver (24-029)

Commissioner Sanghvi advised the amount of the addendum is \$8,712.



**Commissioner Sanghvi moved and Commissioner Moran seconded to authorize the mayor to sign addendum #1 with SHI for Barracuda email archiver.**

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

**Nays – 0**

Discussion and Vote: Use of Reserve Resolution – Retirement Reserve (24-030)

Commissioner Sanghvi advised the 2024 adopted budget calls for the use of \$500,000 from the retirement system reserve. This will be used to pay a portion of the City's annual contribution to the New York State Retirement System.

**Commissioner Sanghvi moved and Commissioner Moran seconded to approve the resolution for expenditure of the retirement system reserve.**

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

**Nays – 0**

## **PUBLIC WORKS DEPARTMENT**

Set Public Hearing: Garbage, Rubbish, and Refuse

Commissioner Golub set a public hearing for Tuesday, February 6, 2024. They are looking to amend Chapter 126 of the City Code.

Announcement: SiFi Update

Commissioner Golub announced the City entered into an agreement with SiFi Networks in 2018 to install a citywide fiber optic network. A trial period of micro trenching commenced in the fall of 2021. It was determined micro-trenching method would not work and a new method was created. In 2023, SiFi changed contractors, which adjusted the project cost, and they realized a project pause from their investors due to adjusted project cost, inflation, and financial markets. SiFi has assured Commissioner Golub they will resume construction in 2024 third quarter.

Discussion and Vote: Authorization for Mayor to Sign Contract with Joe Johnson Equipment for Elgin & Vactor Equipment Parts and Service (24-031)

**Commissioner Golub moved and Commissioner Moran seconded to authorize the mayor to sign a contract with Joe Johnson Equipment for Elgin & Vactor equipment parts and service valid until 12/31/24 for unit bid prices not to exceed \$50,000.**

**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 Casella Waste Systems for Municipal Solid Waste (24-032)

**Commissioner Golub moved and Commissioner Coll seconded to authorize the mayor to sign a contract with Casella Waste Systems for municipal solid waste valid until 12/31/24 in the amount of \$123,400.**

**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 Palette Stone Corp. For Transit Mix Concrete (24-033)

**Commissioner Golub moved and Commissioner Moran seconded to authorize the mayor to sign a contract with Palette Stone Corp. for transit mix concrete valid until 12/31/24 in the amount of 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 Morton Salt, Inc. for Rock Salt (24-034)

Commissioner Golub stated the Department of Public Works is 'piggybacking' off the County's contract.

**Commissioner Golub moved and Commissioner Sanghvi seconded to authorize the mayor to sign a contract with Morton Salt, Inc. for rock salt valid until 7/31/24.**

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

Discussion and Vote: Authorization for Mayor to Sign Sidewalk Agreement for 42 Phila Street (24-035)

**Commissioner Golub moved and Commissioner Moran seconded to authorize the mayor to sign a sidewalk agreement for 42 Phila Street for 275 square feet of sidewalk for the total of \$4,125.**

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

Discussion and Vote: Authorization for Council Approval to Allow the Encumbrance of 2023 Capital Funds (24-036)

Commissioner Golub advised the Department of Public Works did not meet the encumbrance deadline for budget line H3638332 / 52000 / 1167 from 2023. This is for a water main replacement improvement project to upsize water mains from four to eight inches.

**Commissioner Golub moved and Commissioner Moran seconded Council approval to encumber 2023 funds for line H3638332 / 52000 / 1167 in 2024.**

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

## **PUBLIC SAFETY DEPARTMENT**

Discussion and Vote: Authorization to Pay an Invoice to DLC Electric, LLC (24-037)

Commissioner Coll advised this is for completed electric work at station 3 in the amount of \$44,013.50.

**Commissioner Coll moved and Commissioner Golub seconded to authorize payment of invoice to DLC Electric, LLC.**

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

**Nays – 0**

Discussion and Vote: Authorization to Pay an Invoice to Joe's Cycle Repair (24-038)

Commissioner Coll advised this invoice is for a 12'x21' metal building in the amount of \$8,199. Part of the funds will come from 2023.

**Commissioner Coll moved and Commissioner Golub seconded to authorize payment of invoice to Joe's Cycle Repair using 2023 funds.**

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

**Nays – 0**

Discussion and Vote: Authorization to Reimburse Employee #2539 (24-039)

**Commissioner Coll moved and Commissioner Moran seconded to authorize reimbursement to employee #2539 using 2023 funds.**

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

**Nays – 0**

Discussion and Vote: Authorization for the Mayor to Sign a Contract with Firematic Supply Company (24-040)

**Commissioner Coll moved and Commissioner Golub seconded to authorize the mayor to sign a contract with Firematic Supply Company.**

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

**Nays – 0**

Discussion and Vote: Authorization to Pay Annual Invoice to Axon (24-041)

**Commissioner Coll moved and Commissioner Moran seconded to authorize payment of an invoice to Axon.**

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

**Nays – 0**

Discussion and Vote: Approval to Use 2023 Funds for Previously Approved Contract with Ward Apparatus (24-042)

**Commissioner Coll moved and Commissioner Golub seconded to approve the use of 2023 funds for previously approved contract with Ward Apparatus.**

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

**Nays – 0**

**ADJOURNMENT**

**Commissioner Sanghvi moved and Commissioner Moran seconded to adjourn the meeting at 8:37 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

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**Council public comment on new City meeting rules**

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**From :** SaveRspace <saverspace@gmail.com>

Fri, Jan 12, 2024 11:14 AM

**Subject :** Council public comment on new City meeting rules Council**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.**

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Dear Mayor Safford:

Re: Rules at Saratoga Springs City public meetings, suggestions

Here are a few specifics I would appreciate you consider added to your drafted rules.

A. I appreciate returning City Council and other public meetings to the original City Council room below, unless you're expecting over 50 audience members . It will save energy and allow a more civilian environment where everyone could actually see and hear each other, if technology, fails, or not.

If City Council sat in a half circle as I believe the main council room provides you could see each other and look at them respectively, when one speaks.

This format will open the lines of communication just as it has in the past.

If meetings were held in the regular council room, especially near holiday time, it would open up the music room for event rental. This obviously would allow the city to gain money!

B. Repeating from past comments, the *camera* should encompass the whole room. They could place one in the front as well as the back or just have one wide angle from the side. This would not be expensive and technology provides such efficiency.

If ever a need to review something legally, such documentation is added city protection. To be **transparent**, the public zoom meetings should see what's going on in the whole room. Such could've prevented many patterned unsafe incidences from escalating last year.

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For your City Council consideration I would appreciate you reviewing the following when revising meeting rules.

(1) No more than 2.25 minutes only for public comment . It has long been apparent when giving your name and address, and gratefulness for council time, takes up approximately 10-15 seconds. So that leaves a full two minutes to speak. It was always two minutes years ago and this allows time for more public input.

Could you please consider someone else and not a council, member or mayor holding the plot. Maybe someone by your side who raises their hand and says 'Time' 5 seconds before the public commenter's 2 minutes and 15 seconds, or whatever time is decided on, so commenter can finish their sentence.

Is there a limit on public **hearing** comments?

(2) In regards to your draft section 2A and 2 B under public meeting expectations and rules, please add: NO offensive apparel graphic or words such as with someone's name, title or demeaning or inciteful labeling such as we have seen patterned in the past (2023), or profanity, or design, such as, but not, including the middle finger, being worn on clothing or hats.

If someone violates this rule, any member of the sergeant at arms may request the individual put their sweater or jacket over it. Or remove if a hat. If more than one person wears such offensive or malicious garb, they will not be allowed to speak, and asked to leave since others in the room and City Council can 'see' them and their 'offensive message still harming others and a risk to our safe environment'.

Offensive designed apparel is specific and would fall under under your directive as a placard, poster, sign or other material you are requesting be prohibited.

This inclusion would simply prevent further harm and escalation of a violent and unsafe environment as we have seen in the past. It would protect all.

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3. A last reminder as I requested at the last City Council meeting that all the rules you direct towards the audience and public, also needs application to other city council members, including bullying, and interruption of each other, staff, and of course public. This is needed in order to maintain decorum and move business forward quickly. There should never be pressure for a member vote.

Mr. Mayor IF other council members follow your directive on this matter will prevent intimidating remarks made from other council members to yourself, council to other members, to staff, and to the public. As we have seen in the recent past sarcastic or demeaning remarks, pressure by Council at each other, you, staff or public should be prohibited. Especially if a council member tries **indirectly** to harm or belittle someone else, perhaps even a public member after public comment, is equally unacceptable. If it does occur perhaps you will consider warning the Council member at the time the violation occurs; just like with the public. *Knowing consequences do not just apply to the public should improve efficiency and time, at least during City Council meetings. Knowing there are repercussions for everyone makes citizens feel we are in a trusting, safe, transparent environment. Offensiveness should never be permitted from city representatives to each other, the public or beyond closed doors.*

**No council member should be allowed to speak between, or after speakers during public comment (including snide remarks, on comments made from public as was noted this January) .** Only the mayor should as the presiding officer. If the mayor gives a City Council member permission or if Mayor Safford so chooses, AFTER ALL public comments have been heard as you demonstrated at the end of the last City Council meeting. *This should move things along quickly and efficiently as we give city business priority.*

4. For more transparency...Many citizens believe the **Clerk of the Board**, or whoever is sitting on the side in the seats off camera, use a microphone, because no one can hear what communication is being relayed to city Council from them. No one can see her or him. If this is the same person who writes and records everything from the public and City Council, we need to know who this important person is. Perhaps Mr. Mayor, you could request they stand once and you introduce them so we hand our name and address to the right person & not a

stranger. Once should be sufficient so anyone could look back in a video. As of now, I don't think this has been done.

We noticed there was a sub for the last City Council meeting, and no public members I spoke with knew who they were either. After the meeting I introduced myself, and also met the assistant Clerk. Again please introduce whether they are subs or not.

5. Regarding p suggestion of addresses, it was said to me that if someone does not provide if they are a resident of Saratoga Springs or whatever city they live, in they will not be taken seriously by many. No exceptions should be made, but at least the real city in which they live. There should be no problem with protecting their identity with just a city. Not requesting an address here, but if they want to give it, fine. But a false address is of no use because how would you know if they are resident of the city. Or of the state or country for that matter. And how could you possibly respond to them or their issue at a later date?

*Fake names are not authentic.* So how could we take someone serious or trust one who is not sincere. Even if they speak a first name, they could write down their last name and provide to clerk recording if they didn't want to speak it. There should not be an exception for a legitimate first name. It's difficult to believe someone who gives false information from the beginning. They do not appear credible.

### **Responses to public comment...**

Finally, there are many people in the public who are waiting for answers or responses on suggestions made either by mail or in person from last two years. Could you please Mr. Mayor add a new rule that major public issues, such as, but not including traffic, or say safety issues, will be responded to within 30 days. One public comment on the same issue deserves one specific response, eliminating tons of repetition, multiple comments month after month, and time for future meetings.

This way the public won't feel as if they're being ignored and will know you actually received and read the comment. Again, this would save a tremendous amount of time for people not to have to keep repeating, nor bog your incoming mail and prolong public comment time. **Addressing issues promptly keeps business flowing, public involved, and civility within our City.**

I wasn't sure on the deadline to get comments to City Council before the next meeting to give all City Council an opportunity to review. Can you please let the public know what that deadline is? Is it before the Agenda meeting? I'm referring to ensuring that all of the city council members have read any emails that may have been submitted.

Thank you for written rules at public meetings toward **all** to adhere to the limited format under the First Amendment of the US Constitution and NYS statutes, which has long been needed to regain order and civility in our city.

Thank you for your time.

Mary Beth Delarm

Geyser Crest, Saratoga Springs, New York

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**City Council meeting room location**

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**From :** rose tait <rose.tait@icloud.com>

Tue, Jan 16, 2024 08:01 AM

**Subject :** City Council meeting room location**To :** public comment <public.comment@saratoga-springs.org>**Cc :** Tait <tait7@aol.com>

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.

Rose Tait  
Saratoga Springs  
518-587-0618.  
518-424-0660 mobile

Re: City Council Meeting Room

1. Handicapped meeting room on 3rd floor is more user friendly.
    - handicapped entrance ramp is near the elevator, which is steps to 3rd floor meeting room. Ample seating and lavatories nearby
    - 1st floor adverse impact: long walk from handicap ramp entrance to end of 1st floor meeting room. Lavatories are a long walk back, available seating questionable.People handicapped with breathing, walking , sitting/standing issues are adversely impacted
  2. Flu season: people are sitting/standing shoulder to shoulder at meetings on the 1st floor
-



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**Fwd: Council public comment on new City meeting rules (I don't think you received last Friday when emailed)**

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**From :** SaveRspace <saverspace@gmail.com>

Tue, Jan 16, 2024 10:23 AM

**Subject :** Fwd: Council public comment on new City meeting rules  
(I don't think you received last Friday when emailed)

**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.**

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Dear Mayor & Council,

I am forwarding to you comments I submitted via email last Friday 1/12/24 at 11:15 a.m. with the intentions to give Council a few days to read before the next City Council meeting. Today another citizen asked me what the public comment email address was. When I didn't hear back I realized I didn't have the correct public comment email but instead I sent to the recording secretary. So my apologies and you're getting this late.

That said, in addition to the contents below I would like you to make it clear to the public WHERE exactly on the city website the public comment email address is and, the deadline for submitting information prior to the actual meeting. And could the city please send an automated reply that they've received a public comment, so citizens do not automatically assume it was received.

Many thanks for your time and attention to all city matters.

Sincerely, Mary Beth Delarm

Begin forwarded message:

**From:** SaveRspace <saverspace@gmail.com>

**Date:** January 12, 2024 at 11:15:00 AM EST

**To:** Lisa Ribis <lisa.ribis@saratoga-springs.org>

**Subject: Council public comment on new City meeting rules**

Dear Mayor Safford:

Re: Rules at Saratoga Springs City public meetings, suggestions

Here are a few specifics I would appreciate you consider added to your drafted rules.

A. I appreciate returning City Council and other public meetings to the original City Council room below, unless you're expecting over 50 audience members . It will save energy and allow a more civilian environment where everyone could actually see and hear each other, if technology, fails, or not.

If City Council sat in a half circle as I believe the main council room provides, you could see each other and look at them respectively, when one speaks.

This format will open the lines of communication just as it has in the past.

If meetings were held in the regular council room, especially near holiday time, it would open up the music room for event rental. This obviously would allow the city to gain money!

B. Repeating from past comments, the *camera* should encompass the whole room. They could place one in the front as well as the back or just have one wide angle from the side. This would not be expensive and technology provides such efficiency.

If ever a need to review something legally, such documentation is added city protection. To be **transparent**, the public zoom meetings should see what's going on in the whole room. Such could've prevented many patterned unsafe incidences from escalating last year.

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Thank you for your time.

Mary Beth Delarm

Geyser Crest, Saratoga Springs, New York

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**Public Comment**

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**From :** stbilly@nycap.rr.com

Tue, Jan 16, 2024 08:32 PM

**Subject :** 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.**

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DRAFT

Good Evening, My name is Bill, Saratogian born and bred. I just watched the discussion on Public Comment that you had in your Council Meeting tonight in addition to the actual Public Comment section at the beginning of the meeting. I am particularly interested in this issue because I myself have spoken many times during the public comment portion of the council meetings. My concerns for speaking have primarily been geared towards the city council conducting city business and doing your job concerning the safety and business of the citizens of our great city. Since I began coming to the meetings and speaking, I have seen a broad sense of discourse, unruly and vicious behavior culminating a couple times in closing down the meeting and having a continuance the next day. From my position in the gallery, I had a front row seat to an insurrection, that was fun. Compound that with members of the last administration fighting each other in the media, and that just enhanced the embarrassment we had to endure by such behavior.

Now we have a new administration and they want to implement new rules and standards for the Public Comment. Good! I have always felt, and not alone, that there should be some guidelines to conduct business. I welcome the changes, the time constraints and the need to refrain from the ridiculous that has been seen in the past. Establishing certain guidelines, and adhering to and enforcing said rules will only help to conduct a better meeting without the media getting involved other than giving them something pertinent to report on. I think that bringing civility to the Public Comment is only going to make it better but are you willing to work towards that by backing up what you say? And are you willing to extend enough grace to let everybody speak that is in line? I understand that meeting nights are long but do you really think you can cut off somebody and tell them they can't speak because you ran out of time? I agree with the Commissioner that was looking to extend the time limit to accommodate everybody who wants to speak. I think history shows that 30 minutes just seems a little short for this and it should be an hour time limit with the Mayor's discretion to move forward or stop the comments, that's His call.

Lastly, you already heard that there will be some people that willingly try to disrupt the meeting, say what they want without respect to the council and people in the room and maybe cause a disturbance. How willing are you going to be to enforce that? Officer Barret already sits in the room and is willing to act in a professional capacity if needed, that's his job, enforcement. Your job is to call out the disruption and have it handled, are you willing to move in that area with confidence and not bend over against your own rules.

Lastly, I am not a resident of Saratoga Proper, I live a half mile over the city line but I grew up here, my kids grew up here and I do love this city. I feel I have a vested interest and a right to voice my opinion as to the business of this city but if I am going to be put back to the end of the line and maybe not be able to speak, that would be most unfortunate but I would understand because that's the rules and I know that I may not be able to speak but my voice will not be silenced. Thank You for hearing me and thank you for your time and consideration.

Remember, God loves us all and we all matter to Him.

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**Public Comment regarding On Call Pay**

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**From :** GINNY SCAVUZZO <saratogagrammy@gmail.com>

Wed, Jan 17, 2024 01:02 PM

**Subject :** Public Comment regarding On Call Pay

**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.**

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Dear Mayor Safford and Council Member,

I am submitting my public comment in writing regarding the “On Call Pay” issue.

I have questions:

1. Have City Deputies been improperly paid for allegedly being “on call”?
2. Have they actually been “on call” or have they been paid for actual responsibilities that under their job description?
3. Did three of the city Deputies, facilitated by their respective bosses, use a poorly defined provision adopted by the Saratoga Springs City Council to pay:
  - Angella Rella, Deputy Mayor: \$5,640.75
  - Stacy Connors, Deputy Commissioner of Accounts: \$4,136.75
  - Heather Crocker, Deputy Commissioner of Finance: \$1,128.15
1. Was the language of the February 2023 resolution for “on call” pay for public works employees so poorly crafted, it was vulnerable to abuse?
2. Did Commissioner Sanghvi properly monitor and manage this perk?

I believe others have already asked these questions, so my ask is

1. Where has transparency been, no less accountability? Apparently others have been asking, but they claim that they have been ignored. Ignoring a problem or a perceived one, doesn't make it go away.

I think we deserve to know what actual “on call” means and be reassured that it doesn't mean “already documented responsibilities”.

I appreciate, Mr Mayor, that you said last evening that the issue is being reviewed by the city's legal department. But...

1. What if, because of the way the resolution was written, these payment are not considered illegal? What then? Are they then just a) immoral b) amoral or c) just plain greedy?

I appreciate your reading and considering my comments.

Furthermore, I would like knowing that public comments don't fall on deaf ears as I've witnessed over the past years.

There's a reason, Mayor Kim was not re-elected. There also is a reason the re-elected council members (although running unopposed) may not have gotten full support on Election Day.

We are your constituents; we elected you and we are in hopes that you listen and that you hear us. Thank you.

In closing, I thank you all for your service to the city.

Ginny Scavuzzo  
125 West Ave #250  
Saratoga Springs, NY 12866

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## CITY OF SARATOGA SPRINGS WARRANT REPORT

DATE: 01/24/2024      WARRANT: 23MWDEC7      AMOUNT: \$ 40,871.11

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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## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

CASH

WARRANT: 23MWDEC7 01/24/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
9135	CARDMEMBER SERVICE 1 A3021694 54720	00000 DPN CS		INV PROF SER	01/24/2024	207801 4.99 4.99 CHECK TOTAL	207801	209555	-----
319	NATIONAL GRID 1 A3031624 54650 2 A3031594 54650 3 A3031594 54650	00001 CITY HA CS SENIOR CEN SENIOR CEN		INV UTILITIES UTILITIES UTILITIES	01/24/2024	207802 71.18 80.30 84.04 235.52 CHECK TOTAL	207802	209556	-----
9431	NRG BUSINESS MARKETING 1 E3577164 54650 2 E3577161 51900 3 E3577168 58040 4 E3577164 54760	00000 CCA CS CCA PS CCA EB CCA CS		INV UTILITIES LABORER CC NYSERS LEGAL	01/24/2024	HS44014453 2,868.41 4,650.00 44.25 1,498.15 9,060.81 CHECK TOTAL	207804	209558	-----
11	NYS UNEMPLOYMENT INSUR 1 A3749054 54776 2 E3577164 54776	00001 UNEMP INS CCA CS		INV UNEMP INSU UNEMP INSU	01/24/2024	207805 455.35 1,420.50 1,875.85 CHECK TOTAL	207805	209559	-----
223	RICOH USA, INC 1 A3143124 54740	00001 POLICE CS		INV SC EQUIP	01/24/2024	5068692922 6.42 6.42 CHECK TOTAL	207806	209560	-----
223	RICOH USA, INC 1 A3143124 54740	00002 POLICE CS	230219	INV SC EQUIP	01/24/2024	107892808 58.28 58.28 CHECK TOTAL	207807	209561	-----
364	SARATOGA COUNTY CLERK 1 A3143124 54110	00001 POLICE CS		INV OFFICE SUP	01/24/2024	207808 10.00 10.00 CHECK TOTAL	207808	209562	-----
7721	SOLAR MISSION II LLC 1 A3021314 54650	00000 COM FIN CS		INV UTILITIES	01/24/2024	PPA_10254-077 7,502.30 7,502.30 CHECK TOTAL	207809	209563	-----
8048	SPRAGUE RESOURCES LP	00000		INV	01/24/2024	71120221	207810	209564	

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CASH

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	1 A3143314 54650		TRAF CO CS	UTILITIES		288.64			
	2 A3143414 54650		FIRE CS	UTILITIES		1,568.91			
			Invoice Net			1,857.55			
8048	SPRAGUE RESOURCES LP	00000	INV	01/24/2024		71115548	207811	209565	
	1 A3335014 54180		STREETS CS	OTHER SUPP		1,671.14			
	2 A3567194 54180	3000	ICE RIN CS	OTHER SUPP		4,329.61			
	3 A3031654 54180		GARAGE CS	OTHER SUPP		6,000.00			
	4 A3031634 54180		VS CS	VCOTHER SU		98.87			
	5 A3031624 54180		CITY HA CS	OTHER SUPP		6,000.00			
			Invoice Net			18,099.62			
			CHECK TOTAL			19,957.17			-----
1927	VERIZON	00001	INV	01/24/2024		207812	207812	209566	
	1 A3143414 54670		FIRE CS	PHONES		185.74			
			Invoice Net			185.74			
			CHECK TOTAL			185.74			-----
7754	VERIZON CONNECT NWF, I	00000	INV	01/24/2024		336000051800	207813	209567	
	1 A3335014 54180		STREETS CS	OTHER SUPP		817.25			
			Invoice Net			817.25			
7754	VERIZON CONNECT NWF, I	00000	INV	01/24/2024		356000046284	207814	209569	
	1 A3335014 54180		STREETS CS	OTHER SUPP		817.25			
			Invoice Net			817.25			
			CHECK TOTAL			1,634.50			-----
1831	VERIZON WIRELESS	00001	INV	01/24/2024		9951159116	207816	209571	
	1 A3031444 54670		ENGINEER C	PHONES		3.35			
	2 A3031494 54670		DPW CS	PHONES		110.42			
	3 A3031654 54670		GARAGE CS	PHONES		7.72			
	4 A3335014 54670		STREETS CS	PHONES		28.54			
	5 A3335654 54670		OFF ST PAR	PHONES		26.95			
	6 A3537114 54670		PK CAS CS	PHONES		6.52			
	7 A3638184 54670		TRANSFE CS	PHONES		15.68			
	8 A3638194 54670		COMPOST CS	PHONES		139.12			
	9 F3638334 54670		WAT TRT CS	PHONES		1.23			
			Invoice Net			339.53			
			CHECK TOTAL			339.53			-----
14 INVOICES			WARRANT TOTAL			40,871.11		40,871.11	
			CASH ACCOUNT BALANCE					5,554.74	

## WARRANT SUMMARY

WARRANT: 23MWDEC7 01/24/2024

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET	
A	A3021314	COMM FINANCE CONTR A	-30-2-1310-4-54650 -	UTILITIES	7,502.30	53,153.60
A	A3021694	DATA PRCESSING NET A	-30-2-1681-4-54720 -	SERVICE CONTRACTS - PR	4.99	45,088.16
A	A3031444	CITY ENGINEER'S OF A	-30-3-1440-4-54670 -	PHONES	3.35	.00
A	A3031494	COMM PUBLIC WORKS A	-30-3-1490-4-54670 -	PHONES	110.42	.00
A	A3031594	SENIOR CENTER	-30-3-1590-4-54650 -	UTILITIES	164.34	2.55
A	A3031624	CITY HALL CS	-30-3-1620-4-54180 -	OTHER SUPPLIES	6,000.00	571.95
A	A3031624	CITY HALL CS	-30-3-1620-4-54650 -	UTILITIES	71.18	799.03
A	A3031634	VISITOR CENTER CS A	-30-3-1621-4-54180 -	VC OTHER SUPPLIES	98.87	.00
A	A3031654	CITY GARAGE CS	-30-3-1623-4-54180 -	OTHER SUPPLIES	6,000.00	698.03
A	A3031654	CITY GARAGE CS A	-30-3-1623-4-54670 -	PHONES	7.72	.00
A	A3143124	POLICE DEPARTMENT	-31-4-3120-4-54110 -	OFFICE SUPPLIES	10.00	192.75
A	A3143124	POLICE DEPARTMENT	-31-4-3120-4-54740 -	SERVICE CONTRACTS - EQ	64.70	955.60
A	A3143314	TRAFFIC CONTROL CS A	-31-4-3310-4-54650 -	UTILITIES	288.64	428.93
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54650 -	UTILITIES	1,568.91	3,882.33
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54670 -	PHONES	185.74	1,345.51
A	A3335014	STREETS CS	-33-3-5010-4-54180 -	OTHER SUPPLIES	3,305.64	3,639.84
A	A3335014	STREETS CS	-33-3-5010-4-54670 -	PHONES	28.54	.00
A	A3335654	OFF STREET PARKING A	-33-3-5650-4-54670 -	PHONES	26.95	.00
A	A3537114	PARK & CASINO CS A	-35-3-7110-4-54670 -	PHONES	6.52	.00
A	A3567194	ICE RINKS CS	-35-6-7181-4-54180 -3000	OTHER SUPPLIES	4,329.61	.00
A	A3638184	TRANSFER STATION C A	-36-3-8180-4-54670 -	PHONES	15.68	.00
A	A3638194	COMPOST FACILITY C A	-36-3-8185-4-54670 -	PHONES	139.12	.00
A	A3749054	UNEMPLOYMENT INSUR A	-37-4-9050-4-54776 -	UNEMPLOYMENT INSURANCE	455.35	22,427.99
FUND TOTAL				30,388.57		
CASH ACCOUNT A 1200	BALANCE	5,554.74	**WARNING - INSUFFICIENT CASH BALANCE			
E	E3577161	CITY CENTER AUTHOR E	-35-7-7160-1-51900 -	LABORER CITY CENTER	4,650.00	497.71
E	E3577164	CITY CENTER AUTHOR E	-35-7-7160-4-54650 -	UTILITIES	2,868.41	.00
E	E3577164	CITY CENTER AUTHOR E	-35-7-7160-4-54760 -	LEGAL	1,498.15	501.85
E	E3577164	CITY CENTER AUTHOR E	-35-7-7160-4-54776 -	UNEMPLOYMENT INSURANCE	1,420.50	82.93
E	E3577168	CITY CENTER AUTHOR E	-35-7-7160-8-58040 -	OTHER EMPLOYEES RETIRE	44.25	.00
FUND TOTAL				10,481.31		
CASH ACCOUNT A 1200	BALANCE	5,554.74	**WARNING - INSUFFICIENT CASH BALANCE			
F	F3638334	WATER TREATMNET PL F	-36-3-8330-4-54670 -	PHONES	1.23	12.82
FUND TOTAL				1.23		
CASH ACCOUNT A 1200	BALANCE	5,554.74				
WARRANT SUMMARY TOTAL				40,871.11		
GRAND TOTAL				40,871.11		

## WARRANT LIST BY VOUCHER

WARRANT: 23MWDEC7 01/24/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209555	9135	CARDMEMBER SERVICE	207801		INV	01/24/2024	4.99	*****0952
		INVOICE: 207801						
209556	319	NATIONAL GRID	207802		INV	01/24/2024	235.52	DPW
		INVOICE: 207802						
209558	9431	NRG BUSINESS MARKETING LLC	207804		INV	01/24/2024	9,060.81	713390-49245
		INVOICE: HS44014453						
209559	11	NYS UNEMPLOYMENT INSURANCE	207805		INV	01/24/2024	1,875.85	4TH QTR 2023
		INVOICE: 207805						
209560	223	RICOH USA, INC	207806		INV	01/24/2024	6.42	4659857
		INVOICE: 5068692922						
209561	223	RICOH USA, INC	207807	230219	INV	01/24/2024	58.28	32352-3758017USC2
		INVOICE: 107892808						
209562	364	SARATOGA COUNTY CLERK	207808		INV	01/24/2024	10.00	MCKINLEY
		INVOICE: 207808						
209563	7721	SOLAR MISSION II LLC	207809		INV	01/24/2024	7,502.30	P10254
		INVOICE: PPA_10254-077						
209564	8048	SPRAGUE RESOURCES LP	207810		INV	01/24/2024	1,857.55	72007945
		INVOICE: 71120221						
209565	8048	SPRAGUE RESOURCES LP	207811		INV	01/24/2024	18,099.62	72007562
		INVOICE: 71115548						
209566	1927	VERIZON	207812		INV	01/24/2024	185.74	251-747-334-0001-81
		INVOICE: 207812						
209567	7754	VERIZON CONNECT NWF, INC.	207813		INV	01/24/2024	817.25	100000162658
		INVOICE: 336000051800						
209569	7754	VERIZON CONNECT NWF, INC.	207814		INV	01/24/2024	817.25	100000162658
		INVOICE: 356000046284						
209571	1831	VERIZON WIRELESS	207816		INV	01/24/2024	339.53	742051038-00001
		INVOICE: 9951159116						
WARRANT TOTAL							40,871.11	

\*\* END OF REPORT - Generated by Yvette Johnson \*\*

## CITY OF SARATOGA SPRINGS WARRANT REPORT

DATE: 01/31/2024      WARRANT: 23MWDEC8      AMOUNT: \$ 2,858.91

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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## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

CASH

WARRANT: 23MWDEC8 01/31/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
319	NATIONAL GRID	00001		INV	01/31/2024	207830	207830	209585	
	1 A3537114 54650	PK CAS CS		UTILITIES		445.49			
		Invoice Net				445.49			
				CHECK TOTAL		445.49			-----
1831	VERIZON WIRELESS	00001		INV	01/31/2024	9952518315	207831	209586	
	1 F3638334 54670	WAT TRT CS		PHONES		12.82			
	2 F3638344 54670	METERS CS		PHONES		108.82			
	3 A3567144 54670	3000 REC EXP CS		PHONES		18.73			
	4 A3567174 54670	3000 INDOOR REC		PHONES		3.08			
	5 A3567194 54670	3000 ICE RIN CS		PHONES		93.12			
	6 A3537114 54650	PK CAS CS		UTILITIES		831.99			
		Invoice Net				1,068.56			
1831	VERIZON WIRELESS	00001		INV	01/31/2024	9953934616	207832	209587	
	1 A3143414 54670	FIRE CS		PHONES		90.15			
		Invoice Net				90.15			
1831	VERIZON WIRELESS	00001		INV	01/31/2024	9953631718	207834	209589	
	1 A3537114 54650	PK CAS CS		UTILITIES		339.59			
		Invoice Net				339.59			
1831	VERIZON WIRELESS	00001		INV	01/31/2024	9953843267	207835	209590	
	1 A3143124 54670	POLICE CS		PHONES		137.06			
	2 A3143624 54670	CEO INS CS		PHONES		264.03			
		Invoice Net				401.09			
				CHECK TOTAL		1,899.39			-----
7609	WINDSTREAM	00000		INV	01/31/2024	76181144	207836	209591	
	1 A3021694 54670	DPN CS		PHONES		514.03			
		Invoice Net				514.03			
				CHECK TOTAL		514.03			-----
6 INVOICES				WARRANT TOTAL		2,858.91			
				CASH ACCOUNT BALANCE					
						2,858.91			
						30,566.74			

## WARRANT SUMMARY

WARRANT: 23MWDEC8 01/31/2024

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET
A	A3021694	DATA PROCESSING NET A -30-2-1681-4-54670 -	PHONES 514.03		747.92
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54670 -	PHONES 137.06		3,110.13
A	A3143414	FIRE DEPARTMENT CS A -31-4-3410-4-54670 -	PHONES 90.15		1,255.36
A	A3143624	CODE ENFORCEMENT C A -31-4-3620-4-54670 -	PHONES 264.03		2,017.39
A	A3537114	PARK & CASINO CS A -35-3-7110-4-54650 -	UTILITIES 1,617.07		2,745.52
A	A3567144	RECREATION EXPENSE A -35-6-7140-4-54670 -3000	PHONES 18.73		.00
A	A3567174	INDOOR RECREATION A -35-6-7171-4-54670 -3000	PHONES 3.08		.00
A	A3567194	ICE RINKS CS A -35-6-7181-4-54670 -3000	PHONES 93.12		.00
CASH ACCOUNT A 1200 BALANCE 30,566.74			FUND TOTAL	2,737.27	
F	F3638334	WATER TREATMNET PL F -36-3-8330-4-54670 -	PHONES 12.82		.00
F	F3638344	METERS CS F -36-3-8340-4-54670 -	PHONES 108.82		.00
CASH ACCOUNT A 1200 BALANCE 30,566.74			FUND TOTAL	121.64	
WARRANT SUMMARY TOTAL				2,858.91	
GRAND TOTAL				2,858.91	



## WARRANT LIST BY VOUCHER

WARRANT: 23MWDEC8 01/31/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209585	319	NATIONAL GRID	207830		INV	01/31/2024	445.49	75625-54104
INVOICE: 207830								
209586	1831	VERIZON WIRELESS	207831		INV	01/31/2024	1,068.56	642000522-00001
INVOICE: 9952518315								
209587	1831	VERIZON WIRELESS	207832		INV	01/31/2024	90.15	742082557-00001
INVOICE: 9953934616								
209589	1831	VERIZON WIRELESS	207834		INV	01/31/2024	339.59	742051038-00001
INVOICE: 9953631718								
209590	1831	VERIZON WIRELESS	207835		INV	01/31/2024	401.09	286916448-00001
INVOICE: 9953843267								
209591	7609	WINDSTREAM	207836		INV	01/31/2024	514.03	4365150
INVOICE: 76181144								
WARRANT TOTAL							2,858.91	

\*\* END OF REPORT - Generated by Yvette Johnson \*\*

## CITY OF SARATOGA SPRINGS WARRANT REPORT

DATE: 01/24/2024      WARRANT: 24MWJAN3      AMOUNT: \$ 18,193.96

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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## DETAIL INVOICE LIST

CASH ACCOUNT: A

1200

CASH

WARRANT: 24MWJAN3 01/24/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
50	A T & T	00002		INV	01/24/2024	1179045427	207817	209572	
1	A3021694 54670	DPN CS		PHONES		3.76			
2	A3031494 54670	DPW CS		PHONES		3.76			
3	A3143414 54670	FIRE CS		PHONES		3.76			
4	A3567144 54671	REC EXP CS		PHONE FAX		3.77			
5	A3031654 54670	GARAGE CS		PHONES		3.77			
6	A3021694 54670	DPN CS		PHONES		3.77			
		Invoice Net				22.59			
		CHECK TOTAL				22.59			-----
8695	CHARTER COMMUNICATIONS	00000		INV	01/24/2024	2264864010107424	207819	209574	
1	A3143124 54740	POLICE CS		SC EQUIP		145.47			
		Invoice Net				145.47			
		CHECK TOTAL				145.47			-----
8695	CHARTER COMMUNICATIONS	00000		INV	01/24/2024	151297601010724	207821	209576	
1	A3021694 54740	DPN CS		SC EQUIP		452.95			
		Invoice Net				452.95			
		CHECK TOTAL				452.95			-----
8873	CROWN CASTLE FIBER LLC	00001		INV	01/24/2024	1484672	207822	209577	
1	A3021694 54740	DPN CS		SC EQUIP		1,399.00			
		Invoice Net				1,399.00			
		CHECK TOTAL				1,399.00			-----
3	CSEA-EBF	00001		INV	01/24/2024	Jan 2024	207823	209578	
1	A3011478 58011	CS EMP BEN		VISION INS		24.34			
2	A3719068 58011	HOSPITALIZ		VISION INS		486.80			
3	A3729068 58011	HOSP EB		VISION INS		316.42			
4	A3739068 58011	HOSPITALIZ		VISION INS		263.68			
5	A3749068 58011	HOSPITALIZ		VISION INS		778.88			
6	A3759068 58011	HOSPITALIZ		VISION INS		194.72			
7	A3769068 58011	HOSPITALIZ		VISION INS		121.70			
8	F3739068 58011	HOSPITALIZ		VISION INS		300.19			
9	G3739068 58011	HOSPITALIZ		VISION INS		93.31			
		Invoice Net				2,580.04			
		CHECK TOTAL				2,580.04			-----
8746	FIRSTLIGHT FIBER, INC.	00001		INV	01/24/2024	162664706	207825	209580	
1	E3577164 54670	CCA CS		PHONES		176.15			
		Invoice Net				176.15			
		CHECK TOTAL				176.15			-----
7828	GUARDIAN	00000		INV	01/24/2024	1/1-1/31/2024	207826	209581	
1	A3011478 58016	CS EMP BEN		DENTAL PRE		110.69			
2	A3719068 58016	HOSPITALIZ		DENTAL PRE		979.46			
3	A3729068 58016	HOSP EB		DENTAL PRE		526.23			

## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

CASH

WARRANT: 24MWJAN3 01/24/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
4	A3739068 58016			HOSPITALIZ	DENTAL PRE	2,503.62			
5	F3739068 58016			HOSPITALIZ	DENTAL PRE	880.45			
6	G3739068 58016			HOSPITALIZ	DENTAL PRE	400.85			
7	A3749068 58016			HOSPITALIZ	DENTAL PRE	6,485.55			
8	A3759068 58016			HOSPITALIZ	DENTAL PRE	609.02			
9	A3769068 58016			HOSPITALIZ	DENTAL PRE	290.53			
10	A3769068 58016	3000		HOSPITALIZ	DENTAL PRE	84.00			
				Invoice Net		12,870.40			
				CHECK TOTAL		12,870.40			-----
223	RICOH USA, INC	00002	200532	INV	01/24/2024	107885617	207827	209582	
1	A3143014 54720			DPS CS	PROF SER	49.97			
				Invoice Net		49.97			
				CHECK TOTAL		49.97			-----
1699	CHARTER COMMUNICATIONS	00004		INV	01/24/2024	020946201010124	207820	209575	
1	A3021694 54740			DPN CS	SC EQUIP	344.84			
				Invoice Net		344.84			
				CHECK TOTAL		344.84			-----
7001	CHARTER COMMUNICATIONS	00001		INV	01/24/2024	013887001010124	207818	209573	
1	A3143314 54740			TRAF CO CS	SC EQUIP	99.99			
				Invoice Net		99.99			
				CHECK TOTAL		99.99			-----
1927	VERIZON	00001		INV	01/24/2024	207828	207828	209583	
1	A3021694 54670			DPN CS	PHONES	52.56			
				Invoice Net		52.56			
				CHECK TOTAL		52.56			-----
11	INVOICES			WARRANT TOTAL		18,193.96			
				CASH ACCOUNT BALANCE		18,193.96			
						5,554.74			

## WARRANT SUMMARY

WARRANT: 24MWJAN3 01/24/2024

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET
A	A3011478	CIVIL SERVICEEMPLO A -30-1-1431-8-58011 -	VISION INSURANCE	24.34	43.81
A	A3011478	CIVIL SERVICEEMPLO A -30-1-1431-8-58016 -	DENTAL PREMIUMS	110.69	199.24
A	A3021694	DATA PRCESSING NET A -30-2-1681-4-54670 -	PHONES	60.09	1,261.95
A	A3021694	DATA PRCESSING NET A -30-2-1681-4-54740 -	SERVICE CONTRACTS - EQ	2,196.79	19,907.28
A	A3031494	COMM PUBLIC WORKS A -30-3-1490-4-54670 -	PHONES	3.76	.00
A	A3031654	CITY GARAGE CS A -30-3-1623-4-54670 -	PHONES	3.77	.00
A	A3143014	COMM PUBLIC SAFETY A -31-4-3010-4-54720 -	SERVICE CONTRACTS - PR	49.97	15,144.25
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54740 -	SERVICE CONTRACTS - EQ	145.47	955.60
A	A3143314	TRAFFIC CONTROL CS A -31-4-3310-4-54740 -	SERVICE CONTRACTS - EQ	99.99	.12
A	A3143414	FIRE DEPARTMENT CS A -31-4-3410-4-54670 -	PHONES	3.76	1,345.51
A	A3567144	RECREATION EXPENSE A -35-6-7140-4-54671 -	PHONES & FAX	3.77	105.11
A	A3719068	HOSPITALIZATION A -37-1-9060-8-58011 -	VISION INSURANCE	486.80	409.75
A	A3719068	HOSPITALIZATION A -37-1-9060-8-58016 -	DENTAL PREMIUMS	979.46	.00
A	A3729068	HOSPITALIZATION EB A -37-2-9060-8-58011 -	VISION INSURANCE	316.42	517.14
A	A3729068	HOSPITALIZATION EB A -37-2-9060-8-58016 -	DENTAL PREMIUMS	526.23	640.13
A	A3739068	HOSPITALIZATION A -37-3-9060-8-58011 -	VISION INSURANCE	263.68	3,680.99
A	A3739068	HOSPITALIZATION A -37-3-9060-8-58016 -	DENTAL PREMIUMS	2,503.62	.00
A	A3749068	HOSPITALIZATION A -37-4-9060-8-58011 -	VISION INSURANCE	778.88	295.15
A	A3749068	HOSPITALIZATION A -37-4-9060-8-58016 -	DENTAL PREMIUMS	6,485.55	6,571.89
A	A3759068	HOSPITALIZATION A -37-5-9060-8-58011 -	VISION INSURANCE	194.72	392.36
A	A3759068	HOSPITALIZATION A -37-5-9060-8-58016 -	DENTAL PREMIUMS	609.02	1,108.42
A	A3769068	HOSPITALIZATION A -37-6-9060-8-58011 -	VISION INSURANCE	121.70	154.57
A	A3769068	HOSPITALIZATION A -37-6-9060-8-58016 -	DENTAL PREMIUMS	290.53	522.96
A	A3769068	HOSPITALIZATION A -37-6-9060-8-58016 -3000	DENTAL PREMIUMS	84.00	.00
			FUND TOTAL	16,343.01	
CASH ACCOUNT A 1200	BALANCE	5,554.74	**WARNING - INSUFFICIENT CASH BALANCE		
E	E3577164	CITY CENTER AUTHOR E -35-7-7160-4-54670 -	PHONES	176.15	251.55
			FUND TOTAL	176.15	
CASH ACCOUNT A 1200	BALANCE	5,554.74			
F	F3739068	HOSPITALIZATION F -37-3-9060-8-58011 -	VISION INSURANCE	300.19	1,297.50
F	F3739068	HOSPITALIZATION F -37-3-9060-8-58016 -	DENTAL PREMIUMS	880.45	589.15
			FUND TOTAL	1,180.64	
CASH ACCOUNT A 1200	BALANCE	5,554.74			
G	G3739068	HOSPITALIZATION G -37-3-9060-8-58011 -	VISION INSURANCE	93.31	1,975.43
G	G3739068	HOSPITALIZATION G -37-3-9060-8-58016 -	DENTAL PREMIUMS	400.85	1,868.88
			FUND TOTAL	494.16	
CASH ACCOUNT A 1200	BALANCE	5,554.74			

## WARRANT SUMMARY

WARRANT: 24MWJAN3 01/24/2024

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
WARRANT SUMMARY TOTAL		18,193.96	
GRAND TOTAL		18,193.96	

## WARRANT LIST BY VOUCHER

WARRANT: 24MWJAN3 01/24/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209572	50	A T & T	207817		INV	01/24/2024	22.59	1000-810-2104
INVOICE: 1179045427								
209573	7001	CHARTER COMMUNICATIONS	207818		INV	01/24/2024	99.99	013887001
INVOICE: 013887001010124								
209574	8695	CHARTER COMMUNICATIONS	207819		INV	01/24/2024	145.47	226486401
INVOICE: 2264864010107424								
209575	1699	CHARTER COMMUNICATIONS	207820		INV	01/24/2024	344.84	020946201
INVOICE: 020946201010124								
209576	8695	CHARTER COMMUNICATIONS	207821		INV	01/24/2024	452.95	151297601
INVOICE: 151297601010724								
209577	8873	CROWN CASTLE FIBER LLC	207822		INV	01/24/2024	1,399.00	B36740
INVOICE: 1484672								
209578	3	CSEA-EBF	207823		INV	01/24/2024	2,580.04	NB365- CITY HALL & ADM
INVOICE: Jan 2024								
209580	8746	FIRSTLIGHT FIBER, INC.	207825		INV	01/24/2024	176.15	60010305
INVOICE: 162664706								
209581	7828	GUARDIAN	207826		INV	01/24/2024	12,870.40	00 544643
INVOICE: 1/1-1/31/2024								
209582	223	RICOH USA, INC	207827	200532	INV	01/24/2024	49.97	323252-3758017USC
INVOICE: 107885617								
209583	1927	VERIZON	207828		INV	01/24/2024	52.56	251750520000163
INVOICE: 207828								
WARRANT TOTAL							18,193.96	

\*\* END OF REPORT - Generated by Yvette Johnson \*\*

## CITY OF SARATOGA SPRINGS WARRANT REPORT

DATE: 01/31/2024      WARRANT: 24MWJAN4      AMOUNT: \$ 11,145.83

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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## DETAIL INVOICE LIST

CASH ACCOUNT: A

1200

CASH

WARRANT: 24MWJAN4 01/31/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
3	CSEA-EBF		00001	INV	01/31/2024	FEB-24	207838	209593	
1	A3011478 58011		CS EMP BEN	VISION INS		24.34			
2	A3719068 58011		HOSPITALIZ	VISION INS		486.80			
3	A3729068 58011		HOSP EB	VISION INS		316.42			
4	A3739068 58011		HOSPITALIZ	VISION INS		263.68			
5	A3749068 58011		HOSPITALIZ	VISION INS		754.54			
6	A3759068 58011		HOSPITALIZ	VISION INS		194.72			
7	A3769068 58011		HOSPITALIZ	VISION INS		121.70			
8	F3739068 58011		HOSPITALIZ	VISION INS		300.19			
9	G3739068 58011		HOSPITALIZ	VISION INS		93.31			
			Invoice Net			2,555.70			
						CHECK TOTAL	2,555.70		-----
3	CSEA-EBF		00002	INV	01/31/2024	FEB-2024	207837	209592	
1	A3739068 58011		HOSPITALIZ	VISION INS		1,326.53			
2	A3769068 58011	3000	HOSPITALIZ	VISION INS		121.70			
3	F3739068 58011		HOSPITALIZ	VISION INS		146.04			
4	G3739068 58011		HOSPITALIZ	VISION INS		85.19			
			Invoice Net			1,679.46			
						CHECK TOTAL	1,679.46		-----
330	POSTMASTER		00004	INV	01/31/2024	207849	207849	209604	
1	A3021314 54120		COM FIN CS	POSTAGE		6,103.68			
			Invoice Net			6,103.68			
						CHECK TOTAL	6,103.68		-----
223	RICOH USA, INC		00002 230218	INV	01/31/2024	107921397	207839	209594	
1	A3143124 54740		POLICE CS	SC EQUIP		30.11			
			Invoice Net			30.11			
223	RICOH USA, INC		00002 230216	INV	01/31/2024	107942688	207840	209595	
1	A3143124 54740		POLICE CS	SC EQUIP		44.24			
			Invoice Net			44.24			
223	RICOH USA, INC		00002 230220	INV	01/31/2024	107940063	207841	209596	
1	A3143124 54740		POLICE CS	SC EQUIP		37.84			
2	A3143124 54740		POLICE CS	SC EQUIP		11.20			
			Invoice Net			49.04			
223	RICOH USA, INC		00002 230215	INV	01/31/2024	107921395	207843	209598	
1	A3143124 54740		POLICE CS	SC EQUIP		81.38			
			Invoice Net			81.38			
223	RICOH USA, INC		00002 220347	INV	01/31/2024	107940062	207848	209603	
1	A3143014 54720		DPS CS	PROF SER		49.97			
			Invoice Net			49.97			
						CHECK TOTAL	254.74		-----
1927	VERIZON		00001	INV	01/31/2024	207845	207845	209600	
1	A3143124 54670		POLICE CS	PHONES		36.21			
			Invoice Net			36.21			

## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200 CASH

WARRANT: 24MWJAN4 01/31/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
1927 VERIZON		00001		INV	01/31/2024	207846	207846	209601	
1 A3021694 54670		DPN CS		PHONES		516.04			
		Invoice Net				516.04			
				CHECK		TOTAL	552.25		-----
10 INVOICES				WARRANT TOTAL		11,145.83	11,145.83		
				CASH ACCOUNT BALANCE			30,566.74		

## WARRANT SUMMARY

WARRANT: 24MWJAN4 01/31/2024

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET
A	A3011478	CIVIL SERVICEEMPLO A -30-1-1431-8-58011 -	VISION INSURANCE	24.34	43.81
A	A3021314	COMM FINANCE CONTR A -30-2-1310-4-54120 -	POSTAGE	6,103.68	1,388.86
A	A3021694	DATA PRCESSING NET A -30-2-1681-4-54670 -	PHONES	516.04	747.92
A	A3143014	COMM PUBLIC SAFETY A -31-4-3010-4-54720 -	SERVICE CONTRACTS - PR	49.97	15,144.25
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54670 -	PHONES	36.21	3,110.13
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54740 -	SERVICE CONTRACTS - EQ	204.77	955.60
A	A3719068	HOSPITALIZATION A -37-1-9060-8-58011 -	VISION INSURANCE	486.80	409.75
A	A3729068	HOSPITALIZATION EB A -37-2-9060-8-58011 -	VISION INSURANCE	316.42	517.14
A	A3739068	HOSPITALIZATION A -37-3-9060-8-58011 -	VISION INSURANCE	1,590.21	3,680.99
A	A3749068	HOSPITALIZATION A -37-4-9060-8-58011 -	VISION INSURANCE	754.54	295.15
A	A3759068	HOSPITALIZATION A -37-5-9060-8-58011 -	VISION INSURANCE	194.72	392.36
A	A3769068	HOSPITALIZATION A -37-6-9060-8-58011 -	VISION INSURANCE	121.70	154.57
A	A3769068	HOSPITALIZATION A -37-6-9060-8-58011 -3000	VISION INSURANCE	121.70	219.06
CASH ACCOUNT A 1200 BALANCE 30,566.74			FUND TOTAL	10,521.10	
F	F3739068	HOSPITALIZATION F -37-3-9060-8-58011 -	VISION INSURANCE	446.23	1,297.50
CASH ACCOUNT A 1200 BALANCE 30,566.74			FUND TOTAL	446.23	
G	G3739068	HOSPITALIZATION G -37-3-9060-8-58011 -	VISION INSURANCE	178.50	1,975.43
CASH ACCOUNT A 1200 BALANCE 30,566.74			FUND TOTAL	178.50	
WARRANT SUMMARY TOTAL				11,145.83	
GRAND TOTAL				11,145.83	

## WARRANT LIST BY VOUCHER

WARRANT: 24MWJAN4 01/31/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209592	3	CSEA-EBF	207837		INV	01/31/2024	1,679.46	268 DPW
INVOICE:	FEB-2024							
209593	3	CSEA-EBF	207838		INV	01/31/2024	2,555.70	CITY HALL ADMIN NB365
INVOICE:	FEB-24							
209594	223	RICOH USA, INC	207839	230218	INV	01/31/2024	30.11	323252-1023244A7
INVOICE:	107921397							
209595	223	RICOH USA, INC	207840	230216	INV	01/31/2024	44.24	323252-3758017US1
INVOICE:	107942688							
209596	223	RICOH USA, INC	207841	230220	INV	01/31/2024	49.04	323252-1023244A4
INVOICE:	107940063							
209598	223	RICOH USA, INC	207843	230215	INV	01/31/2024	81.38	323252-3758017ML
INVOICE:	107921395							
209600	1927	VERIZON	207845		INV	01/31/2024	36.21	556776045000166
INVOICE:	207845							
209601	1927	VERIZON	207846		INV	01/31/2024	516.04	651750664000132
INVOICE:	207846							
209603	223	RICOH USA, INC	207848	220347	INV	01/31/2024	49.97	323252-3758017USC
INVOICE:	107940062							
209604	330	POSTMASTER	207849		INV	01/31/2024	6,103.68	TAX BILL MAILING
INVOICE:	207849							
WARRANT TOTAL							11,145.83	

\*\* END OF REPORT - Generated by Yvette Johnson \*\*

## CITY OF SARATOGA SPRINGS WARRANT REPORT

DATE: 02/06/2024      WARRANT: 23DEC5      AMOUNT: \$ 665,670.74

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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## DETAIL INVOICE LIST

CASH ACCOUNT: A

1200

CASH

WARRANT:

23DEC5

02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
9530	CHRISTOPHER ABBOTT 1 A044 41640	00000		INV	02/06/2024	23-156456	207881	209636	
		DPS DEP IN		AMBULTRANS		223.20			
		Invoice Net				223.20			
				CHECK		TOTAL	223.20		-----
8883	ACCESS TECHNOLOGY INTE 1 E3475654 54720	00000		INV	02/06/2024	9818	207882	209637	
		OFF ST PAR		PROF SER		214.00			
		Invoice Net				214.00			
				CHECK		TOTAL	214.00		-----
8883	ACCESS TECHNOLOGY INTE 1 E3475654 54720	00000		INV	02/06/2024	9819	207883	209638	
		OFF ST PAR		PROF SER		214.00			
		Invoice Net				214.00			
				CHECK		TOTAL	214.00		-----
8883	ACCESS TECHNOLOGY INTE 1 E3475654 54720	00000		INV	02/06/2024	9820	207884	209639	
		OFF ST PAR		PROF SER		214.00			
		Invoice Net				214.00			
				CHECK		TOTAL	214.00		-----
7534	ADIRONDACK CABLING AND 1 A3143124 54740	00001	230696	INV	02/06/2024	56072	207885	209640	
		POLICE CS		SC EQUIP		3,382.16			
		Invoice Net				3,382.16			
				CHECK		TOTAL	3,382.16		-----
5045	ADIRONDACK SIGN COMPAN 1 A3567174 54170	00000		INV	02/06/2024	31897	207886	209641	
		INDOOR REC		SPORTS SUP		50.00			
		Invoice Net				50.00			
5045	ADIRONDACK SIGN COMPAN 1 A3051414 54112	00000		INV	02/06/2024	31854	207887	209642	
		ACCT CS		TAXILICSUP		262.50			
		Invoice Net				262.50			
				CHECK		TOTAL	312.50		-----
5400	AIRGAS EAST 1 A3143314 54332	00001		INV	02/06/2024	5504530509	207888	209643	
		TRAF CO CS		MAT REP TL		54.40			
		Invoice Net				54.40			
				CHECK		TOTAL	54.40		-----
5044	ALL SEASONS TEXTILE SE 1 E3577164 54720	00000		INV	02/06/2024	1032428	207889	209644	
		CCA CS		PROF SER		57.00			
		Invoice Net				57.00			
				CHECK		TOTAL	57.00		-----
5044	ALL SEASONS TEXTILE SE 1 E3577164 54720	00000		INV	02/06/2024	1034207	207890	209645	
		CCA CS		PROF SER		57.00			
		Invoice Net				57.00			
				CHECK		TOTAL	57.00		-----

## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

CASH

WARRANT: 23DEC5 02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
31	ALLERDICE BUILDING SUP 1 F3638334 54180	00001		INV	02/06/2024	2312-233995 20.80 Invoice Net 20.80	207891	209646	
31	ALLERDICE BUILDING SUP 1 A3567174 54170	00001		INV	02/06/2024	2312-232316 29.89 Invoice Net 29.89	207892	209647	
31	ALLERDICE BUILDING SUP 1 F3638334 54180	00001		INV	02/06/2024	2311-225918 57.31 Invoice Net 57.31	207893	209648	
31	ALLERDICE BUILDING SUP 1 F3638334 54180	00001		INV	02/06/2024	2312-233107 90.96 Invoice Net 90.96	207894	209649	
				CHECK TOTAL		198.96			-----
7550	AMAZON CAPITAL SERVICE 1 A3567142 52200 2 A3567142 52200 3 A3567192 52200	00000	230777	INV	02/06/2024	14HCGKVCJRKX 829.00 REC EQ CAP OFFICE EQ 450.28 ICE R EQ C OFFICE EQ 200.00 Invoice Net 1,479.28	207895	209650	
7550	AMAZON CAPITAL SERVICE 1 A3051414 54110	00000		INV	02/06/2024	1CCHMJ14HDFD 45.78 Invoice Net 45.78	207896	209651	
				CHECK TOTAL		1,525.06			-----
47	AMCHAR WHOLESALE INC 1 A3143122 52206	00000	230661	INV	02/06/2024	01100536 1,728.35 POLICE EQ WEAPONS Invoice Net 1,728.35	207897	209652	
47	AMCHAR WHOLESALE INC 1 A3143122 52206	00000	230661	INV	02/06/2024	01100882 5,501.44 POLICE EQ WEAPONS Invoice Net 5,501.44	207899	209654	
				CHECK TOTAL		7,229.79			-----
47	AMCHAR WHOLESALE INC 1 A3143122 52206	00001	230522	INV	02/06/2024	01101140 4,549.10 POLICE EQ WEAPONS Invoice Net 4,549.10	207898	209653	
				CHECK TOTAL		4,549.10			-----
85	ANIXTER INC 1 A3143314 54332	00001		INV	02/06/2024	549426567 1,128.44 TRAF CO CS MAT REP TL Invoice Net 1,128.44	207900	209655	
				CHECK TOTAL		1,128.44			-----
664	APPLIED CONCEPTS INC 1 A3143332 52300	00001	230704	INV	02/06/2024	4305019 3,850.00 DWI EQ CAP MISC EQUIP Invoice Net 3,850.00	207901	209656	
				CHECK TOTAL		3,850.00			-----

## DETAIL INVOICE LIST

CASH ACCOUNT: A

1200

CASH

WARRANT: 23DEC5

02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
78	ARBON EQUIPMENT CORP 1 E3577164 54610	00001		INV	02/06/2024	2858931	207902	209657	
		CCA CS		REP MAN BU		1,258.36			
		Invoice Net				1,258.36			
				CHECK TOTAL		1,258.36			-----
113	BARTON & LOGUIDICE 1 A3031444 54725	D. 00000	230654	INV	02/06/2024	139256	207903	209658	
		ENGINEER C		SER CON EN		1,023.75			
		Invoice Net				1,023.75			
113	BARTON & LOGUIDICE 1 A3031444 54725	D. 00000	230813	INV	02/06/2024	139257	207904	209659	
		ENGINEER C		SER CON EN		1,743.35			
		Invoice Net				1,743.35			
113	BARTON & LOGUIDICE 1 A3638184 54720	D. 00000	230039	INV	02/06/2024	139025	207905	209660	
		TRANSFE CS		PROF SER		2,200.00			
		Invoice Net				2,200.00			
113	BARTON & LOGUIDICE 1 H3638332 52000 1167	D. 00000	230405	INV	02/06/2024	139208	207906	209661	
		WAT TREATM		CAP PROJ O		27,105.74			
		Invoice Net				27,105.74			
				CHECK TOTAL		32,072.84			-----
8463	DR. JASON BERNAD 1 A3244014 54290	00000	230407	INV	02/06/2024	207907	207907	209662	
		HEALTH CS		MEDI EXAMS		5,000.00			
		Invoice Net				5,000.00			
				CHECK TOTAL		5,000.00			-----
9314	BJA 1675 LLC 1 A3143122 52400	00000	230293	INV	02/06/2024	G2443	207908	209663	
		POLICE EQ		VEHICLES		88,200.00			
		Invoice Net				88,200.00			
				CHECK TOTAL		88,200.00			-----
3152	BOBCAT OF SARATOGA LLC 1 A3335014 54510	00001		INV	02/06/2024	P15083	207909	209664	
		STREETS CS		REP MAN VE		1,160.00			
		Invoice Net				1,160.00			
				CHECK TOTAL		1,160.00			-----
9456	PETER BOJURCZUK 1 A046 42024	00000		INV	02/06/2024	207910	207910	209665	
		REC DEP IN		IND FAC RE		138.00			
		Invoice Net				138.00			
				CHECK TOTAL		138.00			-----
4542	BOUND TREE MEDICAL LLC 1 A3143414 54150	00001	230236	INV	02/06/2024	85196127	207911	209666	
		FIRE CS		EMS SUPPLI		1,149.09			
		Invoice Net				1,149.09			
				CHECK TOTAL		1,149.09			-----
7426	BPI MECHANICAL SERVICE 1 A3143414 54720	00000	230014	INV	02/06/2024	105024	207912	209667	
		FIRE CS		PROF SER		3,468.39			
		Invoice Net				3,468.39			



## DETAIL INVOICE LIST

CASH ACCOUNT: A

1200

CASH

WARRANT: 23DEC5

02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
7426	BPI MECHANICAL SERVICE	00000	230022	INV	02/06/2024	105134	207914	209669	
	1 A3567194 54720 3000			ICE RIN CS	PROF SER	270.00			
				Invoice Net		270.00			
				CHECK TOTAL		3,738.39			-----
8300	CHA CONSULTING, INC.	00000	230269	INV	02/06/2024	84575-02	207915	209670	
	1 H3031492 52000 1141			COMM DPW	CAP PROJ O	1,950.00			
				Invoice Net		1,950.00			
8300	CHA CONSULTING, INC.	00000	230269	INV	02/06/2024	84575-01	207916	209671	
	1 H3031492 52000 1141			COMM DPW	CAP PROJ O	8,775.00			
				Invoice Net		8,775.00			
				CHECK TOTAL		10,725.00			-----
7682	CORE & MAIN LP	00000	230766	INV	02/06/2024	U065477	207918	209673	
	1 F3638342 52201			METERS EQ	METERS	11,724.64			
				Invoice Net		11,724.64			
				CHECK TOTAL		11,724.64			-----
1155	COUNTY WASTE & RECYCLI	00000		INV	02/06/2024	33187045w910	207920	209675	
	1 A3143414 54720			FIRE CS	PROF SER	186.71			
				Invoice Net		186.71			
				CHECK TOTAL		186.71			-----
1155	COUNTY WASTE-CLIFTON P	00001	230041	INV	02/06/2024	33187714w910	207919	209674	
	1 A3638184 54521			TRANSFE CS	TIPPING FE	4,233.60			
	2 A3638184 54700			TRANSFE CS	TRANSPORTA	1,520.00			
				Invoice Net		5,753.60			
				CHECK TOTAL		5,753.60			-----
2450	DELL MKTG LP	00001	230893	INV	02/06/2024	10725291168	207921	209676	
	1 A3051414 54110			ACCT CS	OFFICE SUP	1,699.99			
				Invoice Net		1,699.99			
				CHECK TOTAL		1,699.99			-----
7264	DINOSAW, INC.	00000		INV	02/06/2024	129077	207922	209677	
	1 A3031634 54610			VS CS	VC REP MAN	131.20			
				Invoice Net		131.20			
				CHECK TOTAL		131.20			-----
6007	DRB BUSINESS INTERIORS	00000	230644	INV	02/06/2024	7536	207923	209678	
	1 H3146952 52000 1217			CAP PROJ	CAP PROJ O	2,050.92			
				Invoice Net		2,050.92			
				CHECK TOTAL		2,050.92			-----
3249	TOLLS BY MAIL	00002		INV	02/06/2024	18028039926	207925	209680	
	1 A3143124 54510			POLICE CS	REP MAN VE	11.99			
				Invoice Net		11.99			

## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

CASH

WARRANT: 23DEC5 02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	11.99		-----
8753	EPLUS TECHNOLOGY	00000	230811	INV	02/06/2024	207924	207924	209679	
	1 A3021692 52230			DPN EQ CAP	HARDWARE	156,331.18			
				Invoice Net		156,331.18			
						CHECK TOTAL	156,331.18		-----
3084	F W WEBB COMPANY	00001		INV	02/06/2024	83849905	207930	209685	
	1 A3031634 54610			VS CS	VC REP MAN	101.20			
				Invoice Net		101.20			
						CHECK TOTAL	101.20		-----
8445	ZACHARY FERRIS	00000		INV	02/06/2024	207926	207926	209681	
	1 A3143124 54971			POLICE CS	TUITION RE	4,556.72			
				Invoice Net		4,556.72			
						CHECK TOTAL	4,556.72		-----
1	COMMISSIONER OF FINANC	00001		INV	02/06/2024	07/12-09/20/2023	207927	209682	
	1 E3577164 54760			CCA CS	LEGAL	501.85			
	2 E3577164 54670			CCA CS	PHONES	57.99			
				Invoice Net		559.84			
						CHECK TOTAL	559.84		-----
4899	FITZGERALD MORRIS BAKE	00000	230001	INV	02/06/2024	83645, 83646	207928	209683	
	1 A3051354 54720			ASMT CS	PROF SER	429.10			
				Invoice Net		429.10			
						CHECK TOTAL	429.10		-----
8264	EVAN FORT	00000		INV	02/06/2024	207929	207929	209684	
	1 A3143124 54160			POLICE CS	UNIFORMS	329.45			
				Invoice Net		329.45			
						CHECK TOTAL	329.45		-----
9313	GAILOR GROUND AND EART	00000		INV	02/06/2024	182	207932	209687	
	1 E3475654 54720			OFF ST PAR	PROF SER	1,577.00			
	2 E3577164 54522			CCA CS	LIC INS RE	441.00			
	3 E3577164 54610			CCA CS	REP MAN BU	282.00			
				Invoice Net		2,300.00			
						CHECK TOTAL	2,300.00		-----
198	GALLS, LLC	00000		INV	02/06/2024	026538870	207933	209689	
	1 A3143124 54160			POLICE CS	UNIFORMS	1,054.80			
				Invoice Net		1,054.80			
198	GALLS, LLC	00000	230688	INV	02/06/2024	026574983	207934	209690	
	1 A3143124 54160			POLICE CS	UNIFORMS	26.32			
				Invoice Net		26.32			
198	GALLS, LLC	00000		INV	02/06/2024	026458958	207935	209691	

## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

CASH

WARRANT: 23DEC5 02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	1 A3143324 54160	ONST PA CS		UNIFORMS		248.96			
		Invoice Net				248.96			
198	GALLS, LLC	00000	230709	INV	02/06/2024	207936	207936	209692	
	1 A3143124 54160	POLICE CS		UNIFORMS		344.71			
		Invoice Net				344.71			
198	GALLS, LLC	00000	230710	INV	02/06/2024	207937	207937	209693	
	1 A3143124 54160	POLICE CS		UNIFORMS		700.00			
		Invoice Net				700.00			
		CHECK TOTAL				2,374.79			-----
7562	GOLDBERGER AND KREMER	00000	230390	INV	02/06/2024	DEC 2023	207940	209696	
	1 A3011434 54720	HUMAN RESO		PROF SER		578.00			
		Invoice Net				578.00			
		CHECK TOTAL				578.00			-----
189	GRAINGER	00001		INV	02/06/2024	207941	207941	209697	
	1 A3143312 52802	TRAF EQ CA		TOOLS&EQUI		102.84			
		Invoice Net				102.84			
		CHECK TOTAL				102.84			-----
9339	GUARDIAN ALLIANCE TECH	00000		INV	02/06/2024	22359	207942	209698	
	1 A3143124 54720	POLICE CS		PROF SER		300.00			
		Invoice Net				300.00			
		CHECK TOTAL				300.00			-----
7831	H L GAGE SALES INC	00000	230493	INV	02/06/2024	01w17395	207944	209700	
	1 A3335014 54740	STREETS CS		SC EQUIP		1,118.28			
		Invoice Net				1,118.28			
		CHECK TOTAL				1,118.28			-----
205	HIRAM HOLLOW REGENERAT	00001		INV	02/06/2024	692338	207943	209699	
	1 A3031634 54610	VS CS		VC REP MAN		107.47			
		Invoice Net				107.47			
		CHECK TOTAL				107.47			-----
2439	THE HOME DEPOT PRO	00008		INV	02/06/2024	207945	207945	209701	
	1 A3143314 54390	TRAF CO CS		MAINT SUPP		184.32			
	2 A3143314 54332	TRAF CO CS		MAT REP TL		108.62			
	3 A3143314 54332	TRAF CO CS		MAT REP TL		197.86			
	4 A3143314 54332	TRAF CO CS		MAT REP TL		-4.90			
	5 A3143124 54140	POLICE CS		JANIT SUPP		227.04			
	6 A3143124 54140	POLICE CS		JANIT SUPP		168.36			
	7 A3143412 52601	FIRE EQ CA		FIRE EQUIP		697.09			
	8 A3143412 52601	FIRE EQ CA		FIRE EQUIP		437.00			
	9 A3143412 52601	FIRE EQ CA		FIRE EQUIP		1,009.78			
	10 A3143312 52802	TRAF EQ CA		TOOLS&EQUI		159.64			
	11 A3143312 52802	TRAF EQ CA		TOOLS&EQUI		27.97			
		Invoice Net				3,212.78			

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CASH ACCOUNT: A 1200

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	3,212.78		-----
7024	LA ROSA'S AUTOMOTIVE I	00000	230898	INV	02/06/2024	I 001783	207947	209704	
	1 A3143122 52620			POLICE EQ		3,092.73			
				Invoice Net		3,092.73			
						CHECK TOTAL	3,092.73		-----
6200	LEXISNEXIS	00002		INV	02/06/2024	3094878033	207948	209706	
	1 A3011424 54440			ATTY CON S		186.00			
				Books		186.00			
				Invoice Net					
						CHECK TOTAL	186.00		-----
8876	LIFE-ASSIST, INC.	00000	230235	INV	02/06/2024	1378710,1378897	207949	209707	
	1 A3143414 54150			FIRE CS		.40			
	2 A3143424 54180			EMS ADV CS		307.84			
	3 A3143632 52100			AMBUL EQ		2,350.86			
				EQUIPMENT		2,659.10			
				Invoice Net					
						CHECK TOTAL	2,659.10		-----
6188	LLV OFFICE CONCEPTS, L	00000	230782	INV	02/06/2024	INV-6101	207950	209708	
	1 A3143122 52200			POLICE EQ		2,705.05			
				OFFICE EQ		2,705.05			
				Invoice Net					
						CHECK TOTAL	2,705.05		-----
1291	LOWES HOME CENTER	00004		INV	02/06/2024	996954	207951	209710	
	1 A3031634 54610			VS CS		37.17			
				VC REP MAN		37.17			
				Invoice Net					
						CHECK TOTAL	37.17		-----
8168	MAG AUTOMOTIVE HOLDING	00000		INV	02/06/2024	445009	207952	209711	
	1 A3143414 54510			FIRE CS		1,192.13			
				REP MAN VE		1,192.13			
				Invoice Net					
8168	MAG AUTOMOTIVE HOLDING	00000		INV	02/06/2024	445747	207954	209713	
	1 A3143124 54510			POLICE CS		267.16			
				REP MAN VE		267.16			
				Invoice Net					
8168	MAG AUTOMOTIVE HOLDING	00000		INV	02/06/2024	444985	207955	209714	
	1 A3143124 54510			POLICE CS		380.40			
	2 A3143124 54510			POLICE CS		59.17			
	3 A3143124 54510			POLICE CS		144.46			
	4 A3143124 54510			POLICE CS		39.35			
				REP MAN VE		623.38			
				Invoice Net					
						CHECK TOTAL	2,082.67		-----
8168	MAG AUTOMOTIVE HOLDING	00000		INV	02/06/2024	93896	207953	209712	
	1 A3335012 52400			STS EQ CAP		52,592.50			
				VEHICLES		52,592.50			
				Invoice Net					
						CHECK TOTAL	52,592.50		-----

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
270	MAHONEY NOTIFY PLUS IN 1 A3335654 54610	00000	230046	INV	02/06/2024	207956 688.92 688.92 Invoice Net	207956	209715	
				OFF ST PAR	REP MAN BU	CHECK TOTAL	688.92		-----
290	JOSEPH P MANGIONE, INC 1 A3031654 54180	00000		INV	02/06/2024	2-150365 10.50 10.50 Invoice Net	207957	209716	
				GARAGE CS	OTHER SUPP	CHECK TOTAL	10.50		-----
5539	MARBELITE COMPANY INC 1 A3143314 54332	00000	230731	INV	02/06/2024	94606 3,992.00 3,992.00 Invoice Net	207958	209717	
5539	MARBELITE COMPANY INC 1 A3143314 54332	00000	230620	INV	02/06/2024	94613 14,520.00 14,520.00 Invoice Net	207959	209718	
				TRAF CO CS	MAT REP TL	CHECK TOTAL	18,512.00		-----
9536	DOMINIC MARTUSCELLO 1 A3143124 54160	00000		INV	02/06/2024	207960 175.00 175.00 Invoice Net	207960	209719	
				POLICE CS	UNIFORMS	CHECK TOTAL	175.00		-----
9533	DAVELYN MILANESE 1 A063 42411	00000		INV	02/06/2024	207961 500.00 500.00 Invoice Net	207961	209720	
				DPW \$ PROP	RENT CASIN	CHECK TOTAL	500.00		-----
386	SOUTHWORTH-MILTON INC 1 A3143414 54610	00001	230066	INV	02/06/2024	207962 3,012.44 3,012.44 Invoice Net	207962	209721	
386	SOUTHWORTH-MILTON INC 1 A3335014 54510 2 A3537114 54330 3 A3638194 54510	00001	230724	INV	02/06/2024	SCINV776041 7,487.89 1,100.00 121.84 8,709.73 Invoice Net	207963	209722	
				STREETS CS	REP MAN VE	CHECK TOTAL	11,722.17		-----
				PK CAS CS	REP MAN EQ				
				COMPOST CS	REP MAN VE				
6965	MIRABITO ENERGY PRODUC 1 F3638354 54520	00000		INV	02/06/2024	986365 671.68 671.68 Invoice Net	207966	209725	
				WAT MAN CS	GAS & OIL	CHECK TOTAL	671.68		-----
4678	MOHAWK ARMY & NAVY 1 A3335014 54160	00001	230181	INV	02/06/2024	3-106518 124.99 124.99 Invoice Net	207967	209726	
4678	MOHAWK ARMY & NAVY	00001	230824	INV	02/06/2024	3-107230	207968	209727	

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
1	A3335014 54160			STREETS CS UNIFORMS		174.99			
				Invoice Net		174.99			
				CHECK TOTAL		299.98			-----
7013	MOTOROLA SOLUTIONS INC	00000	230681	INV	02/06/2024	8281775192	207969	209728	
1	A3143412 52601			FIRE EQ CA FIRE EQUIP		750.00			
				Invoice Net		750.00			
				CHECK TOTAL		750.00			-----
4837	MSC INSUDSTRIL SUPPLY	00001		INV	02/06/2024	6638335001	207970	209729	
1	F3638334 54180			WAT TRT CS OTHER SUPP		395.60			
				Invoice Net		395.60			
				CHECK TOTAL		395.60			-----
5492	DANIEL MULLAN JR.	00000		INV	02/06/2024	207971	207971	209730	
1	A3143124 54971			POLICE CS TUITION RE		3,567.30			
				Invoice Net		3,567.30			
				CHECK TOTAL		3,567.30			-----
4407	MUNICIPAL EMERGENCY SE	00001		INV	02/06/2024	IN1975364	207972	209731	
1	A3143414 54740			FIRE CS SC EQUIP		2,011.34			
				Invoice Net		2,011.34			
4407	MUNICIPAL EMERGENCY SE	00001	230515	INV	02/06/2024	IN1969343	207973	209733	
1	A3143414 54160			FIRE CS UNIFORMS		2,322.70			
				Invoice Net		2,322.70			
4407	MUNICIPAL EMERGENCY SE	00001	230736	INV	02/06/2024	IN1976260	207974	209734	
1	A3143412 52601			FIRE EQ CA FIRE EQUIP		3,748.60			
				Invoice Net		3,748.60			
4407	MUNICIPAL EMERGENCY SE	00001	230797	INV	02/06/2024	IN1980647	207975	209735	
1	A3143412 52610			FIRE EQ CA FIREFIG EQ		3,686.88			
2	H3143122 52000 1257			DPS CAP PROJ O		7,373.76			
				Invoice Net		11,060.64			
4407	MUNICIPAL EMERGENCY SE	00001	230733	INV	02/06/2024	IN1974770	207976	209736	
1	A3143412 52601			FIRE EQ CA FIRE EQUIP		273.95			
				Invoice Net		273.95			
4407	MUNICIPAL EMERGENCY SE	00001	230587	INV	02/06/2024	IN1971053	207977	209737	
1	A3143412 52610			FIRE EQ CA FIREFIG EQ		470.55			
				Invoice Net		470.55			
4407	MUNICIPAL EMERGENCY SE	00001	230733	INV	02/06/2024	IN1976246	207978	209738	
1	A3143412 52601			FIRE EQ CA FIRE EQUIP		494.24			
				Invoice Net		494.24			
4407	MUNICIPAL EMERGENCY SE	00001	230735	INV	02/06/2024	IN1971934	207979	209739	
1	A3143412 52601			FIRE EQ CA FIRE EQUIP		940.88			
				Invoice Net		940.88			
				CHECK TOTAL		21,322.90			-----
5237	NAPA AUTO PARTS	00001	230029	INV	02/06/2024	898571	207980	209740	

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	1 A3335014 54510		STREETS CS	REP MAN VE		23.97			
			Invoice Net			23.97			
5237	NAPA AUTO PARTS	00001		INV	02/06/2024	907560	207983	209743	
	1 A3031634 54610		VS CS	VC REP MAN		56.12			
			Invoice Net			56.12			
5237	NAPA AUTO PARTS	00001		INV	02/06/2024	904143	207984	209745	
	1 A3031634 54610		VS CS	VC REP MAN		56.41			
			Invoice Net			56.41			
5237	NAPA AUTO PARTS	00001		INV	02/06/2024	908294	207985	209746	
	1 A3031654 54180		GARAGE CS	OTHER SUPP		90.00			
			Invoice Net			90.00			
5237	NAPA AUTO PARTS	00001		INV	02/06/2024	903826	207986	209748	
	1 A3031634 54610		VS CS	VC REP MAN		229.14			
			Invoice Net			229.14			
5237	NAPA AUTO PARTS	00001		INV	02/06/2024	908183	207987	209749	
	1 A3031634 54610		VS CS	VC REP MAN		255.29			
			Invoice Net			255.29			
			CHECK TOTAL			710.93			-----
6512	NATIONAL BUSINESS TECH	00000		INV	02/06/2024	IN586811	207988	209750	
	1 E3577164 54720		CCA CS	PROF SER		250.11			
			Invoice Net			250.11			
			CHECK TOTAL			250.11			-----
9519	NETWORK CRAZE TECHNOLO	00000	230906	INV	02/06/2024	INV/2024/00252	207989	209751	
	1 H3146952 52000 1217		CAP PROJ	CAP PROJ O		625.00			
			Invoice Net			625.00			
			CHECK TOTAL			625.00			-----
309	NEWMAN SIGNS	00001		INV	02/06/2024	TRFINV051600	207990	209752	
	1 A3143314 54332		TRAF CO CS	MAT REP TL		586.85			
			Invoice Net			586.85			
			CHECK TOTAL			586.85			-----
299	NYS ACADEMY OF FIRE SC	00001		INV	02/06/2024	V0035911	207991	209753	
	1 A3143414 54570		FIRE CS	TRAINING		96.00			
			Invoice Net			96.00			
			CHECK TOTAL			96.00			-----
6853	AARON PERKINS	00000		INV	02/06/2024	207992	207992	209754	
	1 A3143124 54971		POLICE CS	TUITION RE		1,632.80			
			Invoice Net			1,632.80			
			CHECK TOTAL			1,632.80			-----
3101	PRESENTATION CONCEPTS	00000	230798	INV	02/06/2024	10758	207993	209755	
	1 H3146952 52000 1217		CAP PROJ	CAP PROJ O		6,326.00			
			Invoice Net			6,326.00			

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	6,326.00		-----
331	PRICE CHOPPER OPERATIO 1 A3567144 54110	00001		INV	02/06/2024	02097986 13.98 13.98 Invoice Net	207994	209756	
						CHECK TOTAL	13.98		-----
9158	PURE WATER PARTNERS LL 1 A3143124 54720	00000		INV	02/06/2024	1620609 218.00 218.00 Invoice Net	207995	209757	
						CHECK TOTAL	218.00		-----
3786	QUALIFICATION TARGETS 1 A3143122 52620	00000	230907	INV	02/06/2024	22306151 188.58 188.58 Invoice Net	207996	209758	
						CHECK TOTAL	188.58		-----
7056	R. H. SCALES CO INC. 1 A3143314 54510	00001		INV	02/06/2024	4-210120 286.71 286.71 Invoice Net	207999	209761	
						CHECK TOTAL	286.71		-----
5607	NANCY RAVENA 1 P3426424 54711	00000		INV	02/06/2024	207998 1,000.00 1,000.00 Invoice Net	207998	209760	
						CHECK TOTAL	1,000.00		-----
223	RICOH USA, INC 1 A3051414 54110	00002		INV	02/06/2024	107947216 157.52 157.52 Invoice Net	208000	209762	
						CHECK TOTAL	157.52		-----
3409	RISE HEALTHY HOUSING A 1 A3416924 54720	00000		INV	02/06/2024	CIT001 80,000.00 80,000.00 Invoice Net	208001	209763	
						CHECK TOTAL	80,000.00		-----
1559	ROOD & RIDDLE EQUINE H 1 A3143124 54988 2 A3143124 54979	00001		INV	02/06/2024	NOV 2023 2,533.05 1,288.41 3,821.46 Invoice Net	208002	209764	
						CHECK TOTAL	3,821.46		-----
9535	CURTIS ROSSI 1 A3143124 54160	00000		INV	02/06/2024	208003 130.50 130.50 Invoice Net	208003	209765	
						CHECK TOTAL	130.50		-----



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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
1857	SAFETY WEARHOUSE, LLC 1 A3335014 54160	00000	230196	INV	02/06/2024	440510 179.97 179.97	208006	209768	
				STREETS CS	UNIFORMS				
				Invoice Net		440148			
1857	SAFETY WEARHOUSE, LLC 1 A3537114 54160	00000	230136	INV	02/06/2024	179.99 179.99	208007	209769	
				PK CAS CS	UNIFORMS				
				Invoice Net					
				CHECK TOTAL		359.96			-----
9534	ANTWINE SAKIL 1 A3143124 54160	00000		INV	02/06/2024	208008 140.00 140.00	208008	209770	
				POLICE CS	UNIFORMS				
				Invoice Net					
				CHECK TOTAL		140.00			-----
6943	SARATOGA CLEANERS INC 1 A3143124 54720	00000		INV	02/06/2024	VN-12-000520 96.00 96.00	208009	209771	
				POLICE CS	PROF SER				
				Invoice Net					
				CHECK TOTAL		96.00			-----
368	SARATOGA CARE 1 A3143414 54150	00002		INV	02/06/2024	DEC 2023 14.00 14.00	208011	209773	
				FIRE CS	EMS SUPPLI				
				Invoice Net					
				CHECK TOTAL		14.00			-----
368	SARATOGA HOSPITAL 1 A3011474 54290	00007		INV	02/06/2024	01/05/2024 2,396.00 2,396.00	208010	209772	
				CIVSERV CS	MEDI EXAMS				
				Invoice Net					
368	SARATOGA HOSPITAL 1 A3143414 54720	00007		INV	02/06/2024	01/05/24 660.00 660.00	208012	209774	
				FIRE CS	PROF SER				
				Invoice Net					
368	SARATOGA HOSPITAL 1 A3335014 54290	00007		INV	02/06/2024	1.5.24 864.00 864.00	208013	209775	
				STREETS CS	MEDI EXAMS				
				Invoice Net					
				CHECK TOTAL		3,920.00			-----
371	SARATOGA QUALITY HARDW 1 A3143124 54140	00001		INV	02/06/2024	208015 127.76 127.76	208015	209777	
				POLICE CS	JANIT SUPP				
				Invoice Net					
				CHECK TOTAL		127.76			-----
371	SARATOGA QUALITY HARDW 1 A3031624 54180	00002		INV	02/06/2024	2312-235808 17.98 17.98	208014	209776	
				CITY HA CS	OTHER SUPP				
				Invoice Net					
				CHECK TOTAL		17.98			-----
514	SHELTERS OF SARATOGA I 1 A3416644 54494	00001		INV	02/06/2024	10670 25,393.61 25,393.61	208016	209778	
				SHELTERS S	SHELTERS O				
				Invoice Net					

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	25,393.61		-----
5277	SOFTWARE HOUSE INTERNA	00001		INV	02/06/2024	B17795328	208018	209780	
	1 F3638334 54180	WAT TRT CS		OTHER SUPP		184.93			
		Invoice Net				184.93			
						CHECK TOTAL	184.93		-----
5277	SHI - SOFTWARE HOUSE I	00003	230888	INV	02/06/2024	B17787681	208017	209779	
	1 A3021694 54720	DPN CS		PROF SER		8,712.00			
		Invoice Net				8,712.00			
						CHECK TOTAL	8,712.00		-----
1021	SLACK CHEMICAL CO INC	00001		INV	02/06/2024	464763	208019	209781	
	1 F3638334 54141	WAT TRT CS		CHEMICALS		542.80			
		Invoice Net				542.80			
1021	SLACK CHEMICAL CO INC	00001		INV	02/06/2024	464764	208020	209782	
	1 F3638334 54141	WAT TRT CS		CHEMICALS		3,349.60			
		Invoice Net				3,349.60			
						CHECK TOTAL	3,892.40		-----
6755	ALLEGION ACCESS TECHNO	00001		INV	02/06/2024	907022732	208021	209783	
	1 A3031624 54180	CITY HA CS		OTHER SUPP		489.21			
	2 F3638334 54180	WAT TRT CS		OTHER SUPP		530.25			
	3 A3335014 54180	STREETS CS		OTHER SUPP		1,084.84			
	4 A3031594 54180	SENIOR CEN		OTHER SUPP		29.93			
	5 A3567174 54610 3000	INDOOR REC		REP MAN BU		1,811.38			
		Invoice Net				3,945.61			
						CHECK TOTAL	3,945.61		-----
6290	TRANE U.S. INC.	00000	230822	INV	02/06/2024	314221145	208024	209786	
	1 E3577164 54610	CCA CS		REP MAN BU		5,858.00			
		Invoice Net				5,858.00			
						CHECK TOTAL	5,858.00		-----
8968	TROJAN TECHNOLOGIES GR	00000		INV	02/06/2024	200/18555	208025	209787	
	1 F3638334 54180	WAT TRT CS		OTHER SUPP		428.80			
		Invoice Net				428.80			
						CHECK TOTAL	428.80		-----
9529	NICHOLE TSIGAKOS	00000		INV	02/06/2024	208026	208026	209788	
	1 A063 42411	DPW \$ PROP		RENT CASIN		500.00			
		Invoice Net				500.00			
						CHECK TOTAL	500.00		-----
3256	UNIFIRST CORPORATION	00000		INV	02/06/2024	1110436078	208028	209790	
	1 A3335014 54180	STREETS CS		OTHER SUPP		2,604.36			
		Invoice Net				2,604.36			

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
3256	UNIFIRST CORPORATION 1 A3335014 54180	00000		INV	02/06/2024	1110436735 28.75 28.75 Invoice Net	208029	209791	
3256	UNIFIRST CORPORATION 1 A3335014 54180	00000		INV	02/06/2024	1110436733 66.00 66.00 Invoice Net	208030	209792	
				CHECK	TOTAL	2,699.11			-----
8799	UNITED AG & TURF NE, L 1 A3031624 54180	00000		INV	02/06/2024	10333560 64.76 64.76 Invoice Net	208032	209794	
				CHECK	TOTAL	64.76			-----
8955	UNITED CONSTRUCTION & 1 A3335014 54180 2 G3638124 54510	00000	230537	INV	02/06/2024	10373191-01 1,521.33 677.65 SEWER PUCS REP MAN VE Invoice Net	208033	209795	
8955	UNITED CONSTRUCTION & 1 A3335014 54510	00000		INV	02/06/2024	10373191-02 4,131.84 4,131.84 STREETS CS REP MAN VE Invoice Net	208034	209796	
				CHECK	TOTAL	6,330.82			-----
9127	UPSTATE POLYGRAPH SERV 1 A3143124 54720	00000	230387	INV	02/06/2024	SSPD 523 4,200.00 4,200.00 POLICE CS PROF SER Invoice Net	208035	209797	
				CHECK	TOTAL	4,200.00			-----
1927	VERIZON 1 A3011424 54740	00005		INV	02/06/2024	212NY85600823 14.74 14.74 ATTY CON S SC EQUIP Invoice Net	208036	209798	
				CHECK	TOTAL	14.74			-----
7528	VISA 1 E3577164 54201	00000		INV	02/06/2024	208038 198.49 198.49 CCA CS BUS EXP SA Invoice Net	208038	209800	
				CHECK	TOTAL	198.49			-----
452	VOSS SIGNS 1 A3143314 54961	00000	230752	INV	02/06/2024	A-270133 940.00 940.00 TRAF CO CS SIGNS & PO Invoice Net	208039	209801	
				CHECK	TOTAL	940.00			-----
3346	W B MASON CO INC 1 A3567152 52200	00001		INV	02/06/2024	243469200 253.39 253.39 SUM REC EQ OFFICE EQ Invoice Net	208043	209805	
				CHECK	TOTAL	253.39			-----

## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

CASH

WARRANT: 23DEC5 02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
454	WALTONS SPORT SHOP 1 A3567154 54180	00000		INV	02/06/2024	15817	208040	209802	
		SUM REC CS		OTHER SUPP		3,375.00			
		Invoice Net				3,375.00			
454	WALTONS SPORT SHOP 1 A3567144 54758	00000		INV	02/06/2024	15811	208041	209803	
		REC EXP CS		RECSCHSPEC		552.00			
		Invoice Net				552.00			
		CHECK TOTAL				3,927.00			-----
9526	WANDERING FOOD DUDE 1 E3577164 54201 2 E3577164 54202 3 E3577164 54720	00000		INV	02/06/2024	208042	208042	209804	
		CCA CS		BUS EXP SA		360.65			
		CCA CS		CLIENTEXPE		144.16			
		CCA CS		PROF SER		221.19			
		Invoice Net				726.00			
		CHECK TOTAL				726.00			-----
458	WINCHIP DOOR CO INC 1 A3031654 54180	00000		INV	02/06/2024	56766	208044	209806	
		GARAGE CS		OTHER SUPP		585.00			
		Invoice Net				585.00			
		CHECK TOTAL				585.00			-----
8702	WINDCAVE INC. 1 E3475654 54672	00000		INV	02/06/2024	2440828	208045	209807	
		OFF ST PAR		CREDIT FE		451.16			
		Invoice Net				451.16			
		CHECK TOTAL				451.16			-----
8162	WINSUPPLY OF SARATOGA 1 A3031634 54610	00000		INV	02/06/2024	121765 01	208046	209808	
		VS CS		VC REP MAN		59.27			
		Invoice Net				59.27			
		CHECK TOTAL				59.27			-----
4870	WITMER ASSOCIATES INC 1 A3143412 52601	00000	230744	INV	02/06/2024	208047	208047	209809	
		FIRE EQ CA		FIRE EQUIP		1,036.05			
		Invoice Net				1,036.05			
4870	WITMER ASSOCIATES INC 1 A3143412 52610	00000	230513	INV	02/06/2024	353111	208048	209810	
		FIRE EQ CA		FIREFIG EQ		1,897.83			
		Invoice Net				1,897.83			
4870	WITMER ASSOCIATES INC 1 A3143412 52610	00000	230745	INV	02/06/2024	374284	208049	209811	
		FIRE EQ CA		FIREFIG EQ		4,741.35			
		Invoice Net				4,741.35			
4870	WITMER ASSOCIATES INC 1 A3143412 52610	00000	230514	INV	02/06/2024	358237	208050	209812	
		FIRE EQ CA		FIREFIG EQ		4,835.43			
		Invoice Net				4,835.43			
4870	WITMER ASSOCIATES INC 1 A3143412 52601	00000	230742	INV	02/06/2024	373834	208051	209813	
		FIRE EQ CA		FIRE EQUIP		491.59			
		Invoice Net				491.59			
		CHECK TOTAL				13,002.25			-----

## DETAIL INVOICE LIST

CASH ACCOUNT: A      1200      CASH

WARRANT:    23DEC5    02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
153 INVOICES						WARRANT TOTAL	665,670.74	665,670.74	
						CASH ACCOUNT BALANCE		30,566.74	

## WARRANT SUMMARY

WARRANT: 23DEC5 02/06/2024

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET
A	A044	DPS DEPARTMENTAL I A	-04-4-0000-0-41640 -	AMBULANCE TRANSPORT CH	223.20 .00
A	A046	RECREATION DEPARTM A	-04-6-0000-0-42024 -	INDOOR REC FACILITY RE	138.00 .00
A	A063	DPW USE OF MONEY & A	-06-3-0000-0-42411 -	RENTAL CASINO CITY HAL	1,000.00 .00
A	A3011424	CITY ATTORNEY CONT A	-30-1-1420-4-54440 -	BOOKS PUBLICATIONS & S	186.00 318.81
A	A3011424	CITY ATTORNEY CONT A	-30-1-1420-4-54740 -	SERVICE CONTRACTS - EQ	14.74 64.82
A	A3011434	HUMAN RESOURCES A	-30-1-1430-4-54720 -	SERVICE CONTRACTS - PR	578.00 98,000.00
A	A3011474	CIVIL SERVICE CONT A	-30-1-1431-4-54290 -	MEDICAL EXAMS	2,396.00 4,220.00
A	A3021692	DATA PROCEESING NE A	-30-2-1681-2-52230 -	HARDWARE	156,331.18 4,331.22
A	A3021694	DATA PROCESSING NET A	-30-2-1681-4-54720 -	SERVICE CONTRACTS - PR	8,712.00 45,088.16
A	A3031444	CITY ENGINEER'S OF A	-30-3-1440-4-54725 -	SERVICE CONTRACTS ENGI	2,767.10 19,391.56
A	A3031594	SENIOR CENTER A	-30-3-1590-4-54180 -	OTHER SUPPLIES	29.93 28.62
A	A3031624	CITY HALL CS A	-30-3-1620-4-54180 -	OTHER SUPPLIES	571.95 .00
A	A3031634	VISITOR CENTER CS A	-30-3-1621-4-54610 -	VC REPAIRS & MAINTENAN	1,033.27 485.06
A	A3031654	CITY GARAGE CS A	-30-3-1623-4-54180 -	OTHER SUPPLIES	685.50 12.53
A	A3051354	ASSESSMENT OFFICE A	-30-5-1355-4-54720 -	SERVICE CONTRACTS - PR	429.10 758.97
A	A3051414	COMM OF ACCOUNTS C A	-30-5-1410-4-54110 -	OFFICE SUPPLIES	1,903.29 4,679.11
A	A3051414	COMM OF ACCOUNTS C A	-30-5-1410-4-54112 -	TAXI LICENSING SUPPLIE	262.50 37.50
A	A3143122	POLICE DEPARTMENT A	-31-4-3120-2-52200 -	OFFICE EQUIPMENT	2,705.05 817.04
A	A3143122	POLICE DEPARTMENT A	-31-4-3120-2-52206 -	WEAPONS	11,778.89 277.27
A	A3143122	POLICE DEPARTMENT A	-31-4-3120-2-52400 -	VEHICLES	88,200.00 3,900.00
A	A3143122	POLICE DEPARTMENT A	-31-4-3120-2-52620 -	POLICE EQUIPMENT	3,281.31 9,904.30
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54140 -	JANITORIAL SUPPLIES	523.16 547.99
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54160 -	UNIFORMS	2,900.78 15,222.50
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54510 -	REPAIRS & MAINTENANCE	902.53 591.34
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54720 -	SERVICE CONTRACTS - PR	4,814.00 2,647.73
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54740 -	SERVICE CONTRACTS - EQ	3,382.16 955.60
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54971 -	TUITION REIMBURSEMENT	9,756.82 8.99
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54979 -	HORSE CARE	1,288.41 400.19
A	A3143124	POLICE DEPARTMENT A	-31-4-3120-4-54988 -	DONATIONS MOUNTED PATR	2,533.05 1,318.95
A	A3143312	TRAFFIC CONTROL EQ A	-31-4-3310-2-52802 -	TOOLS & EQUIPMENT	290.45 1,442.94
A	A3143314	TRAFFIC CONTROL CS A	-31-4-3310-4-54332 -	MATERIALS & REPAIRS TR	20,583.27 7,064.43
A	A3143314	TRAFFIC CONTROL CS A	-31-4-3310-4-54390 -	MAINTENANCE SUPPLIES	184.32 1,187.57
A	A3143314	TRAFFIC CONTROL CS A	-31-4-3310-4-54510 -	REPAIRS & MAINTENANCE	286.71 1,516.48
A	A3143314	TRAFFIC CONTROL CS A	-31-4-3310-4-54961 -	SIGNS & POSTS	940.00 197.13
A	A3143324	ON STREET PARKING A	-31-4-3320-4-54160 -	UNIFORMS	248.96 128.77
A	A3143332	STOP DWI EQ CAP OU A	-31-4-3311-2-52300 -	MISCELLANEOUS EQUIPMEN	3,850.00 .00
A	A3143412	FIRE DEPARTMENT EQ A	-31-4-3410-2-52601 -	FIRE EQUIPMENT	9,879.18 2,176.82
A	A3143412	FIRE DEPARTMENT EQ A	-31-4-3410-2-52610 -	FIREFIGHTERS EQUIPMENT	15,632.04 .00
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54150 -	EMS SUPPLIES	1,163.49 18.28
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54160 -	UNIFORMS	2,322.70 9,253.54
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54510 -	REPAIRS & MAINTENANCE	1,192.13 259.76
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54570 -	TRAINING	96.00 24,314.51
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54610 -	REPAIRS & MAINTENANCE	3,012.44 4,081.87
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54720 -	SERVICE CONTRACTS - PR	4,315.10 15,861.04
A	A3143414	FIRE DEPARTMENT CS A	-31-4-3410-4-54740 -	SERVICE CONTRACTS - EQ	2,011.34 6,453.27
A	A3143424	EMS ADVANCED LIFE A	-31-4-3412-4-54180 -	OTHER SUPPLIES	307.84 38.50
A	A3143632	AMBULANCE EQUIPMEN A	-31-4-3625-2-52100 -	EQUIPMENT	2,350.86 6,881.53
A	A3244014	HELATH DEPARTMENT A	-32-4-4010-4-54290 -	MEDICAL EXAMS	5,000.00 .00
A	A3335012	STREETS EQ CAPITAL A	-33-3-5010-2-52400 -	VEHICLES	52,592.50 337.00

## WARRANT SUMMARY

WARRANT: 23DEC5 02/06/2024

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET
A	A3335014	STREETS CS A -33-3-5010-4-54160 -	UNIFORMS	479.95	507.48
A	A3335014	STREETS CS A -33-3-5010-4-54180 -	OTHER SUPPLIES	5,305.28	3,355.89
A	A3335014	STREETS CS A -33-3-5010-4-54290 -	MEDICAL EXAMS	864.00	182.00
A	A3335014	STREETS CS A -33-3-5010-4-54510 -	REPAIRS & MAINTENANCE	12,803.70	4,397.98
A	A3335014	STREETS CS A -33-3-5010-4-54740 -	SERVICE CONTRACTS - EQ	1,118.28	136.85
A	A3335654	OFF STREET PARKING A -33-3-5650-4-54610 -	REPAIRS & MAINTENANCE	688.92	802.95
A	A3416644	SHELTERS OF SARATO A -34-1-6613-4-54494 -	SHELTERS OF SARATOGA	25,393.61	28,552.61
A	A3416924	RISE CONTRCATED SE A -34-1-6920-4-54720 -	RISE - SERVICE CONTRAC	80,000.00	.00
A	A3537114	PARK & CASINO CS A -35-3-7110-4-54160 -	UNIFORMS	179.99	409.39
A	A3537114	PARK & CASINO CS A -35-3-7110-4-54330 -	REPAIRS & MAINTENANCE	1,100.00	53.44
A	A3567142	RECREATION EXPENSE A -35-6-7140-2-52200 -	OFFICE EQUIPMENT	1,279.28	120.72
A	A3567144	RECREATION EXPENSE A -35-6-7140-4-54110 -	OFFICE SUPPLIES	13.98	2,727.35
A	A3567144	RECREATION EXPENSE A -35-6-7140-4-54758 -	RECREATION SCHOOL CON	552.00	4,290.23
A	A3567152	SUMMER RECREATION A -35-6-7150-2-52200 -	OFFICE EQUIPMENT	253.39	1,308.41
A	A3567154	SUMMER REC PROG CS A -35-6-7150-4-54180 -	OTHER SUPPLIES	3,375.00	788.12
A	A3567174	INDOOR RECREATION A -35-6-7171-4-54170 -	SPORTS SUPPLIES	79.89	166.22
A	A3567174	INDOOR RECREATION A -35-6-7171-4-54610 -3000	REPAIRS & MAINTENANCE	1,811.38	.00
A	A3567192	ICE RINKS EQ CAP O A -35-6-7181-2-52200 -	OFFICE EQUIPMENT	200.00	.00
A	A3567194	ICE RINKS CS A -35-6-7181-4-54720 -3000	SERVICE CONTRACTS - PR	270.00	764.50
A	A3638184	TRANSFER STATION C A -36-3-8180-4-54521 -	TIPPING FEES	4,233.60	.00
A	A3638184	TRANSFER STATION C A -36-3-8180-4-54700 -	TRANSPORTATION	1,520.00	.00
A	A3638184	TRANSFER STATION C A -36-3-8180-4-54720 -	SERVICE CONTRACTS - PR	2,200.00	2,761.89
A	A3638194	COMPOST FACILITY C A -36-3-8185-4-54510 -	REPAIRS & MAINTENANCE	121.84	.00
			FUND TOTAL	579,431.34	
CASH ACCOUNT A 1200	BALANCE	30,566.74	**WARNING - INSUFFICIENT CASH BALANCE		
E	E3475654	OFF STREET PARKING E -34-7-5650-4-54672 -	CREDIT CARD FEES	451.16	6,988.10
E	E3475654	OFF STREET PARKING E -34-7-5650-4-54720 -	SERVICE CONTRACTS - PR	2,219.00	.00
E	E3577164	CITY CENTER AUTHOR E -35-7-7160-4-54201 -	BUSINESS EXPENSE/SALES	559.14	.00
E	E3577164	CITY CENTER AUTHOR E -35-7-7160-4-54202 -	CLIENT EXPENSES	144.16	.00
E	E3577164	CITY CENTER AUTHOR E -35-7-7160-4-54522 -	LICENSE/INSPECTION/REG	441.00	.65
E	E3577164	CITY CENTER AUTHOR E -35-7-7160-4-54610 -	REPAIRS & MAINTENANCE	7,398.36	546.02
E	E3577164	CITY CENTER AUTHOR E -35-7-7160-4-54670 -	PHONES	57.99	193.56
E	E3577164	CITY CENTER AUTHOR E -35-7-7160-4-54720 -	SERVICE CONTRACTS - PR	585.30	1,372.65
E	E3577164	CITY CENTER AUTHOR E -35-7-7160-4-54760 -	LEGAL	501.85	.00
			FUND TOTAL	12,357.96	
CASH ACCOUNT A 1200	BALANCE	30,566.74			
F	F3638334	WATER TREATMNET PL F -36-3-8330-4-54141 -	CHEMICALS	3,892.40	10,059.13
F	F3638334	WATER TREATMNET PL F -36-3-8330-4-54180 -	OTHER SUPPLIES	1,708.65	.00
F	F3638342	METERS EQ CAP OUTL F -36-3-8340-2-52201 -	METERS	11,724.64	23,092.62
F	F3638354	WATER MAINTENANCE F -36-3-8341-4-54520 -	GAS & OIL	671.68	2,828.00
			FUND TOTAL	17,997.37	
CASH ACCOUNT A 1200	BALANCE	30,566.74			

## WARRANT SUMMARY

WARRANT: 23DEC5 02/06/2024

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET
G	G3638124	SEWER PUMPING CS			
G		-36-3-8120-4-54510 -	REPAIRS & MAINTENANCE	677.65	.00
			FUND TOTAL	677.65	
CASH ACCOUNT A 1200		BALANCE 30,566.74			
H	H3031492	COMMISSIONER OF PU H			
H		-30-3-1490-2-52000 -1141	CAPITAL PROJECT OUTLAY	10,725.00	.00
H	H3143122	PUBLIC SAFETY H			
H		-31-4-3120-2-52000 -1257	CAPITAL PROJECT OUTLAY	7,373.76	.00
H	H3146952	CAPITAL PROJECTS H			
H		-31-4-6950-2-52000 -1217	CAPITAL PROJECT OUTLAY	9,001.92	16,416.37
H	H3638332	WATER TREATMENT PL H			
H		-36-3-8330-2-52000 -1167	CAPITAL PROJECT OUTLAY	27,105.74	.00
			FUND TOTAL	54,206.42	
CASH ACCOUNT A 1200		BALANCE 30,566.74	**WARNING - INSUFFICIENT CASH BALANCE		
P	P3426424	SAD CONT SERV			
P		-34-2-6420-4-54711 -	ADMINISTRATION	1,000.00	500.00
			FUND TOTAL	1,000.00	
CASH ACCOUNT A 1200		BALANCE 30,566.74			
WARRANT SUMMARY TOTAL			665,670.74		
GRAND TOTAL			665,670.74		



## WARRANT LIST BY VOUCHER

WARRANT: 23DEC5 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209636	9530	CHRISTOPHER ABBOTT	207881		INV	02/06/2024	223.20	JULIAN ABBOTT
	INVOICE: 23-156456							
209637	8883	ACCESS TECHNOLOGY INTEGRATION	207882		INV	02/06/2024	214.00	12/07/2023
	INVOICE: 9818							
209638	8883	ACCESS TECHNOLOGY INTEGRATION	207883		INV	02/06/2024	214.00	12/22/2023
	INVOICE: 9819							
209639	8883	ACCESS TECHNOLOGY INTEGRATION	207884		INV	02/06/2024	214.00	12/28/2023
	INVOICE: 9820							
209640	7534	ADIRONDACK CABLING AND SECURITY	207885	230696	INV	02/06/2024	3,382.16	CITY SAR
	INVOICE: 56072							
209641	5045	ADIRONDACK SIGN COMPANY LLC	207886		INV	02/06/2024	50.00	12/31/2023
	INVOICE: 31897							
209642	5045	ADIRONDACK SIGN COMPANY LLC	207887		INV	02/06/2024	262.50	12/18/2023
	INVOICE: 31854							
209643	5400	AIRGAS EAST	207888		INV	02/06/2024	54.40	2581569
	INVOICE: 5504530509							
209644	5044	ALL SEASONS TEXTILE SERVICE INC	207889		INV	02/06/2024	57.00	023980
	INVOICE: 1032428							
209645	5044	ALL SEASONS TEXTILE SERVICE INC	207890		INV	02/06/2024	57.00	023980
	INVOICE: 1034207							
209646	31	ALLERDICE BUILDING SUPPLY	207891		INV	02/06/2024	20.80	271
	INVOICE: 2312-233995							
209647	31	ALLERDICE BUILDING SUPPLY	207892		INV	02/06/2024	29.89	2996
	INVOICE: 2312-232316							
209648	31	ALLERDICE BUILDING SUPPLY	207893		INV	02/06/2024	57.31	271
	INVOICE: 2311-225918							
209649	31	ALLERDICE BUILDING SUPPLY	207894		INV	02/06/2024	90.96	271
	INVOICE: 2312-233107							
209650	7550	AMAZON CAPITAL SERVICES, INC.	207895	230777	INV	02/06/2024	1,479.28	1XJLCYDL7WT9
	INVOICE: 14HCGKVCJRKX							
209651	7550	AMAZON CAPITAL SERVICES, INC.	207896		INV	02/06/2024	45.78	A1JG81JDNH7OIM
	INVOICE: 1CCHMJ14HDFD							
209652	47	AMCHAR WHOLESALE INC	207897	230661	INV	02/06/2024	1,728.35	S41800

## WARRANT LIST BY VOUCHER

WARRANT: 23DEC5 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
INVOICE: 01100536								
209653	47	AMCHAR WHOLESALE INC	207898	230522	INV	02/06/2024	4,549.10	S41800
INVOICE: 01101140								
209654	47	AMCHAR WHOLESALE INC	207899	230661	INV	02/06/2024	5,501.44	S41800
INVOICE: 01100882								
209655	85	ANIXTER INC	207900		INV	02/06/2024	1,128.44	050356
INVOICE: 549426567								
209656	664	APPLIED CONCEPTS INC	207901	230704	INV	02/06/2024	3,850.00	128661
INVOICE: 4305019								
209657	78	ARBON EQUIPMENT CORP	207902		INV	02/06/2024	1,258.36	4110746
INVOICE: 2858931								
209658	113	BARTON & LOGUIDICE D.P.C.	207903	230654	INV	02/06/2024	1,023.75	539.070.001
INVOICE: 139256								
209659	113	BARTON & LOGUIDICE D.P.C.	207904	230813	INV	02/06/2024	1,743.35	539.071.001
INVOICE: 139257								
209660	113	BARTON & LOGUIDICE D.P.C.	207905	230039	INV	02/06/2024	2,200.00	539.066.023
INVOICE: 139025								
209661	113	BARTON & LOGUIDICE D.P.C.	207906	230405	INV	02/06/2024	27,105.74	539.069.001
INVOICE: 139208								
209662	8463	DR. JASON BERNAD	207907	230407	INV	02/06/2024	5,000.00	07/01/2023-12/31/2023
INVOICE: 207907								
209663	9314	BJA 1675 LLC	207908	230293	INV	02/06/2024	88,200.00	01/04/2024
INVOICE: G2443								
209664	3152	BOBCAT OF SARATOGA LLC	207909		INV	02/06/2024	1,160.00	SARATO31
INVOICE: P15083								
209665	9456	PETER BOJURCZUK	207910		INV	02/06/2024	138.00	CO SPONSOR
INVOICE: 207910								
209666	4542	BOUND TREE MEDICAL LLC	207911	230236	INV	02/06/2024	1,149.09	205698
INVOICE: 85196127								
209667	7426	BPI MECHANICAL SERVICE INC.	207912	230014	INV	02/06/2024	3,468.39	SARATOGA, CITY OF
INVOICE: 105024								
209669	7426	BPI MECHANICAL SERVICE INC.	207914	230022	INV	02/06/2024	270.00	SARATOGA, CITY OF
INVOICE: 105134								

## WARRANT LIST BY VOUCHER

WARRANT: 23DEC5 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209670	8300	CHA CONSULTING, INC. INVOICE: 84575-02	207915	230269	INV	02/06/2024	1,950.00	084575.000
209671	8300	CHA CONSULTING, INC. INVOICE: 84575-01	207916	230269	INV	02/06/2024	8,775.00	084575.000
209673	7682	CORE & MAIN LP INVOICE: U065477	207918	230766	INV	02/06/2024	11,724.64	205549
209674	1155	COUNTY WASTE-CLIFTON PARK INVOICE: 33187714w910	207919	230041	INV	02/06/2024	5,753.60	6910-18324018
209675	1155	COUNTY WASTE & RECYCLING SERVICE INVOICE: 33187045w910	207920		INV	02/06/2024	186.71	6910-18297756-001
209676	2450	DELL MKTG LP INVOICE: 10725291168	207921	230893	INV	02/06/2024	1,699.99	16867341
209677	7264	DINOSAW, INC. INVOICE: 129077	207922		INV	02/06/2024	131.20	12/29/2023
209678	6007	DRB BUSINESS INTERIORS, INC. INVOICE: 7536	207923	230644	INV	02/06/2024	2,050.92	1780
209679	8753	EPLUS TECHNOLOGY INVOICE: 207924	207924	230811	INV	02/06/2024	156,331.18	SMP-COS003
209680	3249	TOLLS BY MAIL INVOICE: 18028039926	207925		INV	02/06/2024	11.99	01/01/2024
209681	8445	ZACHARY FERRIS INVOICE: 207926	207926		INV	02/06/2024	4,556.72	REIMBURSEMENT
209682	1	COMMISSIONER OF FINANCE INVOICE: 07/12-09/20/2023	207927		INV	02/06/2024	559.84	010007
209683	4899	FITZGERALD MORRIS BAKER FIRTH PC INVOICE: 83645, 83646	207928	230001	INV	02/06/2024	429.10	83647
209684	8264	EVAN FORT INVOICE: 207929	207929		INV	02/06/2024	329.45	REIMBURSEMENT
209685	3084	F W WEBB COMPANY INVOICE: 83849905	207930		INV	02/06/2024	101.20	57289
209687	9313	GAILOR GROUND AND EARTHWORKS, LLC INVOICE: 182	207932		INV	02/06/2024	2,300.00	12/31/2023

## WARRANT LIST BY VOUCHER

WARRANT: 23DEC5 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209689	198 GALLS, LLC		207933		INV	02/06/2024	1,054.80	1001581618
	INVOICE: 026538870							
209690	198 GALLS, LLC		207934	230688	INV	02/06/2024	26.32	1001581618
	INVOICE: 026574983							
209691	198 GALLS, LLC		207935		INV	02/06/2024	248.96	1001581618
	INVOICE: 026458958							
209692	198 GALLS, LLC		207936	230709	INV	02/06/2024	344.71	1001581618
	INVOICE: 207936							
209693	198 GALLS, LLC		207937	230710	INV	02/06/2024	700.00	1001581618
	INVOICE: 207937							
209696	7562 GOLDBERGER AND KREMER		207940	230390	INV	02/06/2024	578.00	LEGAL SERVICES
	INVOICE: DEC 2023							
209697	189 GRAINGER		207941		INV	02/06/2024	102.84	845177179
	INVOICE: 207941							
209698	9339 GUARDIAN ALLIANCE TECHNOLOGIES		207942		INV	02/06/2024	300.00	12/31/2023
	INVOICE: 22359							
209699	205 HIRAM HOLLOW REGENERATION CORP		207943		INV	02/06/2024	107.47	90-00047 2
	INVOICE: 692338							
209700	7831 H L GAGE SALES INC		207944	230493	INV	02/06/2024	1,118.28	11534
	INVOICE: 01w17395							
209701	2439 THE HOME DEPOT PRO		207945		INV	02/06/2024	3,212.78	712642
	INVOICE: 207945							
209704	7024 LA ROSA'S AUTOMOTIVE INC.		207947	230898	INV	02/06/2024	3,092.73	01/10/2024
	INVOICE: I 001783							
209706	6200 LEXISNEXIS		207948		INV	02/06/2024	186.00	42532P5K7
	INVOICE: 3094878033							
209707	8876 LIFE-ASSIST, INC.		207949	230235	INV	02/06/2024	2,659.10	1378710
	INVOICE: 1378710,1378897							
209708	6188 LLV OFFICE CONCEPTS, LLC		207950	230782	INV	02/06/2024	2,705.05	12/28/2023
	INVOICE: INV-6101							
209710	1291 LOWES HOME CENTER		207951		INV	02/06/2024	37.17	9800-296834-9
	INVOICE: 996954							
209711	8168 MAG AUTOMOTIVE HOLDINGS OF SARATOGA,		207952		INV	02/06/2024	1,192.13	445331

## WARRANT LIST BY VOUCHER

WARRANT: 23DEC5 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
INVOICE: 445009								
209712	8168	MAG AUTOMOTIVE HOLDINGS OF SARATOGA, INC	207953		INV	02/06/2024	52,592.50	5873550
INVOICE: 93896								
209713	8168	MAG AUTOMOTIVE HOLDINGS OF SARATOGA, INC	207954		INV	02/06/2024	267.16	5841800
INVOICE: 445747								
209714	8168	MAG AUTOMOTIVE HOLDINGS OF SARATOGA, INC	207955		INV	02/06/2024	623.38	446575
INVOICE: 444985								
209715	270	MAHONEY NOTIFY PLUS INC	207956	230046	INV	02/06/2024	688.92	0019117,0019185
INVOICE: 207956								
209716	290	JOSEPH P MANGIONE, INC	207957		INV	02/06/2024	10.50	COS101
INVOICE: 2-150365								
209717	5539	MARBELITE COMPANY INC	207958	230731	INV	02/06/2024	3,992.00	12/06/2023
INVOICE: 94606								
209718	5539	MARBELITE COMPANY INC	207959	230620	INV	02/06/2024	14,520.00	12/18/2023
INVOICE: 94613								
209719	9536	DOMINIC MARTUSCELLO	207960		INV	02/06/2024	175.00	REIMBURSEMENT
INVOICE: 207960								
209720	9533	DAVELYN MILANESE	207961		INV	02/06/2024	500.00	CASINO REFUND
INVOICE: 207961								
209721	386	SOUTHWORTH-MILTON INC	207962	230066	INV	02/06/2024	3,012.44	6018220
INVOICE: 207962								
209722	386	SOUTHWORTH-MILTON INC	207963	230724	INV	02/06/2024	8,709.73	6017550
INVOICE: SCINV776041								
209725	6965	MIRABITO ENERGY PRODUCTS	207966		INV	02/06/2024	671.68	828642
INVOICE: 986365								
209726	4678	MOHAWK ARMY & NAVY	207967	230181	INV	02/06/2024	124.99	BOOTS/WHEELLOCK
INVOICE: 3-106518								
209727	4678	MOHAWK ARMY & NAVY	207968	230824	INV	02/06/2024	174.99	BOOTS/HANAFIN
INVOICE: 3-107230								
209728	7013	MOTOROLA SOLUTIONS INC.	207969	230681	INV	02/06/2024	750.00	1036441525
INVOICE: 8281775192								
209729	4837	MSC INDUSTRIAL SUPPLY CO INC	207970		INV	02/06/2024	395.60	287902 0001
INVOICE: 6638335001								

## WARRANT LIST BY VOUCHER

WARRANT: 23DEC5 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209730	5492	DANIEL MULLAN JR. INVOICE: 207971	207971		INV	02/06/2024	3,567.30	TUITION REIMB
209731	4407	MUNICIPAL EMERGENCY SERVICES INVOICE: IN1975364	207972		INV	02/06/2024	2,011.34	C35875
209733	4407	MUNICIPAL EMERGENCY SERVICES INVOICE: IN1969343	207973	230515	INV	02/06/2024	2,322.70	C35875
209734	4407	MUNICIPAL EMERGENCY SERVICES INVOICE: IN1976260	207974	230736	INV	02/06/2024	3,748.60	C35875
209735	4407	MUNICIPAL EMERGENCY SERVICES INVOICE: IN1980647	207975	230797	INV	02/06/2024	11,060.64	IN1980647
209736	4407	MUNICIPAL EMERGENCY SERVICES INVOICE: IN1974770	207976	230733	INV	02/06/2024	273.95	C35875
209737	4407	MUNICIPAL EMERGENCY SERVICES INVOICE: IN1971053	207977	230587	INV	02/06/2024	470.55	C35875
209738	4407	MUNICIPAL EMERGENCY SERVICES INVOICE: IN1976246	207978	230733	INV	02/06/2024	494.24	C35875
209739	4407	MUNICIPAL EMERGENCY SERVICES INVOICE: IN1971934	207979	230735	INV	02/06/2024	940.88	C35875
209740	5237	NAPA AUTO PARTS INVOICE: 898571	207980	230029	INV	02/06/2024	23.97	4305
209743	5237	NAPA AUTO PARTS INVOICE: 907560	207983		INV	02/06/2024	56.12	4305
209745	5237	NAPA AUTO PARTS INVOICE: 904143	207984		INV	02/06/2024	56.41	4305
209746	5237	NAPA AUTO PARTS INVOICE: 908294	207985		INV	02/06/2024	90.00	4305
209748	5237	NAPA AUTO PARTS INVOICE: 903826	207986		INV	02/06/2024	229.14	4305
209749	5237	NAPA AUTO PARTS INVOICE: 908183	207987		INV	02/06/2024	255.29	4305
209750	6512	NATIONAL BUSINESS TECHNOLOGIES INVOICE: IN586811	207988		INV	02/06/2024	250.11	SS14

## WARRANT LIST BY VOUCHER

WARRANT: 23DEC5 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209751	9519	NETWORK CRAZE TECHNOLOGIES, INC. INVOICE: INV/2024/00252	207989	230906	INV	02/06/2024	625.00	S11755
209752	309	NEWMAN SIGNS INVOICE: TRFINV051600	207990		INV	02/06/2024	586.85	SAR-03-010
209753	299	NYS ACADEMY OF FIRE SCIENCE INVOICE: V0035911	207991		INV	02/06/2024	96.00	SARATOGA SPRINGS FD
209754	6853	AARON PERKINS INVOICE: 207992	207992		INV	02/06/2024	1,632.80	TUITION REIMB
209755	3101	PRESENTATION CONCEPTS CORP INVOICE: 10758	207993	230798	INV	02/06/2024	6,326.00	128661
209756	331	PRICE CHOPPER OPERATIONS INVOICE: 02097986	207994		INV	02/06/2024	13.98	AR002039
209757	9158	PURE WATER PARTNERS LLC INVOICE: 1620609	207995		INV	02/06/2024	218.00	700-55358
209758	3786	QUALIFICATION TARGETS INVOICE: 22306151	207996	230907	INV	02/06/2024	188.58	12/27/2023
209760	5607	NANCY RAVENA INVOICE: 207998	207998		INV	02/06/2024	1,000.00	NOV-DEC 2023
209761	7056	R. H. SCALES CO INC. INVOICE: 4-210120	207999		INV	02/06/2024	286.71	19005J
209762	223	RICOH USA, INC INVOICE: 107947216	208000		INV	02/06/2024	157.52	323252-41023244A5
209763	3409	RISE HEALTHY HOUSING AND SUPPORT SER INVOICE: CIT001	208001		INV	02/06/2024	80,000.00	12/22/2023
209764	1559	ROOD & RIDDLE EQUINE HOSPITAL INVOICE: NOV 2023	208002		INV	02/06/2024	3,821.46	NY_2716
209765	9535	CURTIS ROSSI INVOICE: 208003	208003		INV	02/06/2024	130.50	REIMBURSEMENT
209768	1857	SAFETY WEARHOUSE, LLC INVOICE: 440510	208006	230196	INV	02/06/2024	179.97	1036
209769	1857	SAFETY WEARHOUSE, LLC INVOICE: 440148	208007	230136	INV	02/06/2024	179.99	1036
209770	9534	ANTWINE SAKIL	208008		INV	02/06/2024	140.00	REIMBURSEMENT

## WARRANT LIST BY VOUCHER

WARRANT: 23DEC5 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
INVOICE: 208008								
209771	6943	SARATOGA CLEANERS INC	208009		INV	02/06/2024	96.00	VN-12-000908
INVOICE: VN-12-000520								
209772	368	SARATOGA HOSPITAL	208010		INV	02/06/2024	2,396.00	OM_SARSCIVL
INVOICE: 01/05/2024								
209773	368	SARATOGA CARE	208011		INV	02/06/2024	14.00	SSFD
INVOICE: DEC 2023								
209774	368	SARATOGA HOSPITAL	208012		INV	02/06/2024	660.00	OM_SARSPFIRE
INVOICE: 01/05/24								
209775	368	SARATOGA HOSPITAL	208013		INV	02/06/2024	864.00	OM_SARSPWORK
INVOICE: 1.5.24								
209776	371	SARATOGA QUALITY HARDWARE	208014		INV	02/06/2024	17.98	4345
INVOICE: 2312-235808								
209777	371	SARATOGA QUALITY HARDWARE	208015		INV	02/06/2024	127.76	209150
INVOICE: 208015								
209778	514	SHELTERS OF SARATOGA INC	208016		INV	02/06/2024	25,393.61	12/04/2023
INVOICE: 10670								
209779	5277	SHI - SOFTWARE HOUSE INTERNATIONAL	208017	230888	INV	02/06/2024	8,712.00	1075974
INVOICE: B17787681								
209780	5277	SOFTWARE HOUSE INTERNATIONAL INC	208018		INV	02/06/2024	184.93	1075974
INVOICE: B17795328								
209781	1021	SLACK CHEMICAL CO INC	208019		INV	02/06/2024	542.80	2585
INVOICE: 464763								
209782	1021	SLACK CHEMICAL CO INC	208020		INV	02/06/2024	3,349.60	2585
INVOICE: 464764								
209783	6755	ALLEGION ACCESS TECHNOLOGIES, LLC	208021		INV	02/06/2024	3,945.61	0010561457
INVOICE: 907022732								
209786	6290	TRANE U.S. INC.	208024	230822	INV	02/06/2024	5,858.00	153914
INVOICE: 314221145								
209787	8968	TROJAN TECHNOLOGIES GROUP ULC	208025		INV	02/06/2024	428.80	100003688
INVOICE: 200/18555								
209788	9529	NICHOLE TSIGAKOS	208026		INV	02/06/2024	500.00	CASINO REFUND
INVOICE: 208026								



## WARRANT LIST BY VOUCHER

WARRANT: 23DEC5 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209790	3256	UNIFIRST CORPORATION INVOICE: 1110436078	208028		INV	02/06/2024	2,604.36	1269238
209791	3256	UNIFIRST CORPORATION INVOICE: 1110436735	208029		INV	02/06/2024	28.75	1269237
209792	3256	UNIFIRST CORPORATION INVOICE: 1110436733	208030		INV	02/06/2024	66.00	1269237
209794	8799	UNITED AG & TURF NE, LLC INVOICE: 10333560	208032		INV	02/06/2024	64.76	9739356
209795	8955	UNITED CONSTRUCTION & FORESTRY INVOICE: 10373191-01	208033	230537	INV	02/06/2024	2,198.98	602965
209796	8955	UNITED CONSTRUCTION & FORESTRY INVOICE: 10373191-02	208034		INV	02/06/2024	4,131.84	602965
209797	9127	UPSTATE POLYGRAPH SERVICES INVOICE: SSPD 523	208035	230387	INV	02/06/2024	4,200.00	SSPD 623
209798	1927	VERIZON INVOICE: 212NY85600823	208036		INV	02/06/2024	14.74	1212
209800	7528	VISA INVOICE: 208038	208038		INV	02/06/2024	198.49	4121265990223856
209801	452	VOSS SIGNS INVOICE: A-270133	208039	230752	INV	02/06/2024	940.00	SIGNS
209802	454	WALTONS SPORT SHOP INVOICE: 15817	208040		INV	02/06/2024	3,375.00	12/14/2023
209803	454	WALTONS SPORT SHOP INVOICE: 15811	208041		INV	02/06/2024	552.00	12/12/2023
209804	9526	WANDERING FOOD DUDE INVOICE: 208042	208042		INV	02/06/2024	726.00	NYE VIP DINNER CITY CE
209805	3346	W B MASON CO INC INVOICE: 243469200	208043		INV	02/06/2024	253.39	C1067550
209806	458	WINCHIP DOOR CO INC INVOICE: 56766	208044		INV	02/06/2024	585.00	12/26/2023
209807	8702	WINDCAVE INC. INVOICE: 2440828	208045		INV	02/06/2024	451.16	89279

## WARRANT LIST BY VOUCHER

WARRANT: 23DEC5 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209808	8162	WINSUPPLY OF SARATOGA SPRINGS, NY CO	208046		INV	02/06/2024	59.27	00595-023329
INVOICE: 121765 01								
209809	4870	WITMER ASSOCIATES INC	208047	230744	INV	02/06/2024	1,036.05	SARATOGA SPRINGS DPS
INVOICE: 208047								
209810	4870	WITMER ASSOCIATES INC	208048	230513	INV	02/06/2024	1,897.83	SARATOGA SPRINGS DPS
INVOICE: 353111								
209811	4870	WITMER ASSOCIATES INC	208049	230745	INV	02/06/2024	4,741.35	SARATOGA SPRINGS DPS
INVOICE: 374284								
209812	4870	WITMER ASSOCIATES INC	208050	230514	INV	02/06/2024	4,835.43	SARATOGA SPRINGS DPS
INVOICE: 358237								
209813	4870	WITMER ASSOCIATES INC	208051	230742	INV	02/06/2024	491.59	SARATOGA SPRINGS DPS
INVOICE: 373834								
WARRANT TOTAL							665,670.74	

\*\* END OF REPORT - Generated by Yvette Johnson \*\*

## CITY OF SARATOGA SPRINGS WARRANT REPORT

DATE: 02/06/2024      WARRANT: 24FEB1      AMOUNT: \$ 3,412,253.34

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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## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

CASH

WARRANT: 24FEB1 02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
8027	3 RINGS PTS, LLC 1 E3577164 54720	00000	240002	INV	02/06/2024	01095 1,196.25 1,196.25 Invoice Net	208052	209815	
				PROF	SER	CHECK TOTAL	1,196.25		-----
8027	3 RINGS PTS, LLC 1 E3475654 54720	00000	240002	INV	02/06/2024	01093 3,600.00 3,600.00 Invoice Net	208053	209816	
				PROF	SER	CHECK TOTAL	3,600.00		-----
8027	3 RINGS PTS, LLC 1 E3475654 54720	00000	240002	INV	02/06/2024	01097 4,200.00 4,200.00 Invoice Net	208054	209817	
				PROF	SER	CHECK TOTAL	4,200.00		-----
7969	ABSOLUTE PEST CONTROL, 1 A3537224 54720	00000	240036	INV	02/06/2024	639041 36.00 36.00 Invoice Net	208055	209818	
				PROF	SER	CHECK TOTAL	36.00		-----
7969	ABSOLUTE PEST CONTROL, 1 A3031654 54610	00000	240036	INV	02/06/2024	638163 40.50 40.50 Invoice Net	208056	209819	
				REP MAN	BU	CHECK TOTAL	40.50		-----
7969	ABSOLUTE PEST CONTROL, 1 A3537114 54720	00000	240036	INV	02/06/2024	638157 54.00 54.00 Invoice Net	208057	209820	
				PROF	SER	CHECK TOTAL	54.00		-----
7969	ABSOLUTE PEST CONTROL, 1 A3567174 54720 3000	00000	240036	INV	02/06/2024	639040 54.00 54.00 Invoice Net	208058	209821	
				PROF	SER	CHECK TOTAL	54.00		-----
7969	ABSOLUTE PEST CONTROL, 1 A3567194 54720 3000	00000	240036	INV	02/06/2024	638889 63.00 63.00 Invoice Net	208059	209822	
				PROF	SER	CHECK TOTAL	63.00		-----
7969	ABSOLUTE PEST CONTROL, 1 A3567194 54720 3000	00000	240036	INV	02/06/2024	638895 63.00 63.00 Invoice Net	208060	209823	
				PROF	SER	CHECK TOTAL	63.00		-----
7969	ABSOLUTE PEST CONTROL, 1 A3031624 54720	00000	240036	INV	02/06/2024	638167 72.00 72.00 Invoice Net	208061	209824	
				PROF	SER				

## DETAIL INVOICE LIST

CASH ACCOUNT: A

1200

CASH

WARRANT: 24FEB1

02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	72.00		-----
7969	ABSOLUTE PEST CONTROL, 1 A3031624 54610	00000	240037	INV	02/06/2024	638451 599.00 599.00 Invoice Net	208062	209825	
						CHECK TOTAL	599.00		-----
4140	ACCURATE PEST CONTROL 1 E3577164 54720	00000		INV	02/06/2024	12247 60.00 60.00 Invoice Net	208063	209826	
						CHECK TOTAL	60.00		-----
2785	ADIRONDACK TIRE CORP 1 A3335014 54510 2 F3638334 54510 3 G3638124 54510	00001	240019	INV	02/06/2024	208064 670.08 30.00 60.00 760.08 Invoice Net	208064	209827	
						CHECK TOTAL	760.08		-----
31	ALLERDICE BUILDING SUP 1 A3567174 54610 3000	00001		INV	02/06/2024	2401-272673 6.44 6.44 Invoice Net	208065	209828	
31	ALLERDICE BUILDING SUP 1 F3638334 54180	00001		INV	02/06/2024	2401-273706 14.39 14.39 Invoice Net	208066	209829	
31	ALLERDICE BUILDING SUP 1 A3567174 54180 3000	00001		INV	02/06/2024	2401-261362 17.09 17.09 Invoice Net	208067	209830	
31	ALLERDICE BUILDING SUP 1 F3638354 54180	00001		INV	02/06/2024	2401-273386 20.00 20.00 Invoice Net	208068	209831	
31	ALLERDICE BUILDING SUP 1 A3537114 54140	00001		INV	02/06/2024	2401-2725593 21.95 21.95 Invoice Net	208069	209832	
31	ALLERDICE BUILDING SUP 1 A3567174 54610 3000	00001		INV	02/06/2024	2401-272665 25.17 25.17 Invoice Net	208070	209833	
31	ALLERDICE BUILDING SUP 1 A3031654 54610	00001		INV	02/06/2024	2401-257903 26.87 26.87 Invoice Net	208071	209834	
31	ALLERDICE BUILDING SUP 1 A3031654 54320	00001		INV	02/06/2024	2401-260932 35.98 35.98 Invoice Net	208072	209835	
31	ALLERDICE BUILDING SUP 1 A3031654 54180	00001		INV	02/06/2024	2401-267778 35.98 35.98 Invoice Net	208073	209836	
31	ALLERDICE BUILDING SUP	00001		INV	02/06/2024	2401-264272	208074	209837	

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	1 A3031624 54610		CITY HA CS	REP MAN BU		38.36			
			Invoice Net			38.36			
31	ALLERDICE BUILDING SUP	00001		INV	02/06/2024	2401-268385	208075	209838	
	1 A3335014 54180		STREETS CS	OTHER SUPP		39.98			
			Invoice Net			39.98			
31	ALLERDICE BUILDING SUP	00001		INV	02/06/2024	2401-264056	208076	209839	
	1 A3335124 54180		HI MS CS	OTHER SUPP		46.57			
			Invoice Net			46.57			
31	ALLERDICE BUILDING SUP	00001		INV	02/06/2024	2401-269502	208077	209840	
	1 G3638124 54331		SEWER PUCS	REP MAN PU		49.59			
			Invoice Net			49.59			
31	ALLERDICE BUILDING SUP	00001		INV	02/06/2024	2401-260957	208078	209841	
	1 A3031654 54320		GARAGE CS	TOOLS		49.98			
			Invoice Net			49.98			
31	ALLERDICE BUILDING SUP	00001		INV	02/06/2024	2401-273104	208079	209842	
	1 G3638124 54331		SEWER PUCS	REP MAN PU		55.03			
			Invoice Net			55.03			
31	ALLERDICE BUILDING SUP	00001		INV	02/06/2024	2401-264057	208080	209843	
	1 A3638184 54180		TRANSFE CS	OTHER SUPP		58.08			
			Invoice Net			58.08			
31	ALLERDICE BUILDING SUP	00001		INV	02/06/2024	2401-258515	208081	209844	
	1 A3537114 54180		PK CAS CS	OTHER SUPP		110.53			
			Invoice Net			110.53			
31	ALLERDICE BUILDING SUP	00001		INV	02/06/2024	2401-273433	208082	209845	
	1 A3031654 54180		GARAGE CS	OTHER SUPP		128.88			
			Invoice Net			128.88			
31	ALLERDICE BUILDING SUP	00001		INV	02/06/2024	2401-262096	208083	209846	
	1 A3638564 54180		TREES CS	OTHER SUPP		141.73			
			Invoice Net			141.73			
31	ALLERDICE BUILDING SUP	00001		INV	02/06/2024	2401-269420	208084	209847	
	1 A3638184 54180		TRANSFE CS	OTHER SUPP		179.02			
			Invoice Net			179.02			
31	ALLERDICE BUILDING SUP	00001		INV	02/06/2024	2401-271590	208085	209848	
	1 A3567144 54320 3000		REC EXP CS	TOOLS		201.58			
			Invoice Net			201.58			
31	ALLERDICE BUILDING SUP	00001		INV	02/06/2024	2401-267634	208086	209849	
	1 A3031624 54610		CITY HA CS	REP MAN BU		222.12			
			Invoice Net			222.12			
31	ALLERDICE BUILDING SUP	00001		INV	02/06/2024	2401-269324	208087	209850	
	1 A3335014 54180		STREETS CS	OTHER SUPP		743.97			
			Invoice Net			743.97			
			CHECK TOTAL			2,269.29			-----
7550	AMAZON CAPITAL SERVICE	00000		INV	02/06/2024	13YKK43MHR33	208088	209851	
	1 A3031654 54610		GARAGE CS	REP MAN BU		1,154.24			
			Invoice Net			1,154.24			
7550	AMAZON CAPITAL SERVICE	00000		INV	02/06/2024	1MMLFX6XL7C6	208089	209852	

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	1 A3021314 54110	COM FIN CS		OFFICE SUP		35.72			
		Invoice Net				35.72			
7550	AMAZON CAPITAL SERVICE	00000		INV	02/06/2024	1HKWLXVLP46P	208090	209853	
	1 F3638354 54510	WAT MAN CS		REP MAN VE		52.97			
		Invoice Net				52.97			
7550	AMAZON CAPITAL SERVICE	00000		INV	02/06/2024	1DFC4CX7N4DG	208091	209854	
	1 A3618684 54110	PED CS		OFFICE SUP		69.44			
		Invoice Net				69.44			
7550	AMAZON CAPITAL SERVICE	00000		INV	02/06/2024	1MX1WP17TLNJ	208092	209855	
	1 A3031654 54110	GARAGE CS		OFFICE SUP		100.96			
		Invoice Net				100.96			
7550	AMAZON CAPITAL SERVICE	00000		INV	02/06/2024	1PVKRNKLMRK	208093	209856	
	1 A3021314 54110	COM FIN CS		OFFICE SUP		121.37			
		Invoice Net				121.37			
7550	AMAZON CAPITAL SERVICE	00000		INV	02/06/2024	11FFFG9336WK	208094	209857	
	1 A3031654 54180	GARAGE CS		OTHER SUPP		226.70			
		Invoice Net				226.70			
7550	AMAZON CAPITAL SERVICE	00000		INV	02/06/2024	1M4P36JM3R9N	208095	209858	
	1 A3031654 54110	GARAGE CS		OFFICE SUP		358.98			
		Invoice Net				358.98			
7550	AMAZON CAPITAL SERVICE	00000		INV	02/06/2024	1HHTKFWX1G6C	208096	209859	
	1 A3031654 54110	GARAGE CS		OFFICE SUP		367.91			
		Invoice Net				367.91			
7550	AMAZON CAPITAL SERVICE	00000		INV	02/06/2024	11LM7XDD47NL	208097	209860	
	1 A3335654 54180	OFF ST PAR		OTHER SUPP		670.32			
		Invoice Net				670.32			
7550	AMAZON CAPITAL SERVICE	00000		INV	02/06/2024	1MWY6Q4RK7HR	208098	209861	
	1 A3335654 54610	OFF ST PAR		REP MAN BU		857.99			
		Invoice Net				857.99			
				CHECK TOTAL		4,016.60			-----
2013	AMERICAN ROCK SALT CO	00000	240062	INV	02/06/2024	754119, 755179	208099	209862	
	1 A3335014 54400	STREETS CS		SALT & SAN		26,721.10			
	2 A3335124 54400	HI MS CS		SALT & SAN		27,309.96			
		Invoice Net				54,031.06			
2013	AMERICAN ROCK SALT CO	00000	240062	INV	02/06/2024	752130, 752131	208100	209863	
	1 A3335014 54400	STREETS CS		SALT & SAN		29,817.19			
	2 A3335124 54400	HI MS CS		SALT & SAN		29,296.30			
		Invoice Net				59,113.49			
				CHECK TOTAL		113,144.55			-----
6950	ADIRONDACK TRUST COMPA	00000		INV	02/06/2024	132367	208107	209870	
	1 A3011478 58010	CS EMP BEN		HOSPITALIZ		3,181.35			
	2 A3719068 58010	HOSPITALIZ		HOSPITALIZ		40,160.63			
	3 A3729068 58010	HOSP EB		HOSPITALIZ		29,986.04			
	4 A3739068 58010	HOSPITALIZ		HOSPITALIZ		156,624.59			
	5 A3749068 58010	HOSPITALIZ		HOSPITALIZ		537,246.78			

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	6 A3759068 58010			HOSPITALIZ		21,453.20			
	7 A3769068 58010			HOSPITALIZ		8,825.10			
	8 A3769068 58010	3000		HOSPITALIZ		16,442.10			
	9 E3577168 58010			CCA EB		1,425.48			
	10 F3739068 58010			HOSPITALIZ		38,843.30			
	11 G3739068 58010			HOSPITALIZ		22,303.90			
				Invoice Net		876,492.47			
				CHECK TOTAL		876,492.47			-----
6950	AMSURE		00001	INV	02/06/2024	1326369	208101	209864	
	1 A3011914 54773			LIAB INSUR		618,597.86			
	2 A3041914 54773			LIAB INSUR		491,003.00			
	3 F3731914 54773			LIAB INSUR		46,278.14			
	4 A3031914 54773			LIAB INSUR		176,130.64			
				Invoice Net		1,332,009.64			
				CHECK TOTAL		1,332,009.64			-----
6950	AMSURE		00001	INV	02/06/2024	132957	208102	209865	
	1 A3051914 54773			LIAB INSUR		1,425.00			
				Invoice Net		1,425.00			
				CHECK TOTAL		1,425.00			-----
6950	AMSURE		00001	INV	02/06/2024	132384	208103	209866	
	1 A3031914 54773			LIAB INSUR		32,044.86			
				Invoice Net		32,044.86			
				CHECK TOTAL		32,044.86			-----
6950	AMSURE		00001	INV	02/06/2024	132636	208104	209867	
	1 A3031914 54773			LIAB INSUR		141,824.50			
	2 A3051914 54773			LIAB INSUR		88,088.50			
				Invoice Net		229,913.00			
				CHECK TOTAL		229,913.00			-----
6950	AMSURE		00001	INV	02/06/2024	132633	208105	209868	
	1 A3021914 54773			LIAB IN CS		5,795.00			
	2 A3011474 54773			CIVSERV CS		25,637.70			
	3 A3051914 54773			LIAB INSUR		44,932.94			
	4 A3061914 54773			LIAB INSUR		60,000.00			
	5 G3731914 54773			LIAB INSUR		82,035.80			
	6 F3731914 54773			LIAB INSUR		27,242.56			
				Invoice Net		245,644.00			
				CHECK TOTAL		245,644.00			-----
6950	AMSURE		00001	INV	02/06/2024	132640	208106	209869	
	1 F3731914 54773			LIAB INSUR		275.00			
				Invoice Net		275.00			
				CHECK TOTAL		275.00			-----



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4985	AXON ENTERPRISE, INC. 1 A3143124 54720	00001		INV	02/06/2024	INUS214950	208108	209871	
		POLICE CS		PROF SER		238,965.02			
		Invoice Net				238,965.02			
				CHECK TOTAL		238,965.02			-----
7181	JARROD BELGRAVE 1 A3567324 54781	00000		INV	02/06/2024	208109	208109	209872	
		BOYS BB CS		SUPERVISIO		220.00			
		Invoice Net				220.00			
7181	JARROD BELGRAVE 1 A3567324 54781	00000		INV	02/06/2024	208110	208110	209873	
		BOYS BB CS		SUPERVISIO		245.00			
		Invoice Net				245.00			
				CHECK TOTAL		465.00			-----
1314	BONACIO CONSTRUCTION I 1 A3143124 54610	00001		INV	02/06/2024	118296	208111	209874	
		POLICE CS		REP MAN BU		2,272.35			
		Invoice Net				2,272.35			
				CHECK TOTAL		2,272.35			-----
6284	CHRISTOPHER CALLAHAN 1 A3143124 54160	00000		INV	02/06/2024	208112	208112	209875	
		POLICE CS		UNIFORMS		537.85			
		Invoice Net				537.85			
				CHECK TOTAL		537.85			-----
9304	CAPITAL REGION PARKS A 1 A3567144 54230	00000		INV	02/06/2024	2024 MEMBERSHIP	208113	209876	
		REC EXP CS		DUES		50.00			
		Invoice Net				50.00			
				CHECK TOTAL		50.00			-----
417	CASELLA WASTE SERVICES 1 A3638184 54180	00001		INV	02/06/2024	2499306	208114	209877	
		TRANSFE CS		OTHER SUPP		946.50			
		Invoice Net				946.50			
				CHECK TOTAL		946.50			-----
128	CITY CENTER PETTY CASH 1 E3577164 54140	00000		INV	02/06/2024	01/12/2024	208115	209878	
		CCA CS		JANIT SUPP		30.78			
		Invoice Net				30.78			
				CHECK TOTAL		30.78			-----
5853	CONFIDATA 1 A3011424 54110	00000		INV	02/06/2024	95757	208116	209879	
		ATTY CON S		OFFICE SUP		60.00			
		Invoice Net				60.00			
				CHECK TOTAL		60.00			-----
5060	LLOYD DAVIS JR 1 A3143124 54160	00000		INV	02/06/2024	208117	208117	209880	
		POLICE CS		UNIFORMS		700.00			
		Invoice Net				700.00			
				CHECK TOTAL		700.00			-----

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160	DE CRESCENTE DISTRIBUT	00000		INV	02/06/2024	1791023	208118	209881	
1	E3577164 54792	CCA CS		MISCELLANE		131.72			
		Invoice Net				131.72			
				CHECK TOTAL		131.72			-----
1850	DLT SOLUTIONS INC	00002	240015	INV	02/06/2024	SI636967	208119	209882	
1	A3031444 54740	ENGINEER C		SC EQUIP		4,611.90			
		Invoice Net				4,611.90			
1850	DLT SOLUTIONS INC	00002	240015	INV	02/06/2024	SI637810	208120	209883	
1	A3031444 54740	ENGINEER C		SC EQUIP		395.00			
		Invoice Net				395.00			
				CHECK TOTAL		5,006.90			-----
158	DOWNTOWN BUSINESS ASSO	00001		INV	02/06/2024	2024-0125	208224	209994	
1	A3011214 54233	MAY CONT S		DOWNTOWN D		525.00			
2	A3011214 54110	MAY CONT S		OFFICE SUP		70.00			
		Invoice Net				595.00			
				CHECK TOTAL		595.00			-----
172	ELECTRONIC OFFICE PROD	00001		INV	02/06/2024	51444	208121	209884	
1	A3011214 54740	MAY CONT S		SC EQUIP		540.00			
		Invoice Net				540.00			
				CHECK TOTAL		540.00			-----
8753	EPLUS TECHNOLOGY	00000	240025	INV	02/06/2024	V2801359	208122	209885	
1	A3021694 54740	DPN CS		SC EQUIP		1,289.32			
		Invoice Net				1,289.32			
				CHECK TOTAL		1,289.32			-----
3084	F W WEBB COMPANY	00001		INV	02/06/2024	84203148	208131	209895	
1	F3638334 54180	WAT TRT CS		OTHER SUPP		47.64			
		Invoice Net				47.64			
3084	F W WEBB COMPANY	00001		INV	02/06/2024	208132	208132	209896	
1	A3567194 54180	ICE RIN CS		OTHER SUPP		72.72			
		Invoice Net				72.72			
3084	F W WEBB COMPANY	00001		INV	02/06/2024	84138682	208133	209897	
1	A3031624 54610	CITY HA CS		REP MAN BU		110.21			
		Invoice Net				110.21			
3084	F W WEBB COMPANY	00001		INV	02/06/2024	84159591	208134	209898	
1	G3638124 54320	SEWER PUCS		TOOLS		228.00			
		Invoice Net				228.00			
				CHECK TOTAL		458.57			-----
4902	TIM FELTON	00000		INV	02/06/2024	01/04/2024	208123	209886	
1	A3143124 54979	POLICE CS		HORSE CARE		245.00			
		Invoice Net				245.00			
				CHECK TOTAL		245.00			-----

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5084	FERGUSON WATERWORKS #5 1 G3638114 54180	00001	240047	INV	02/06/2024	1138338 1,170.20 1,170.20 Invoice Net	208124	209887	
5084	FERGUSON WATERWORKS #5 1 A3638144 54180 2 G3638114 54180	00001	240047	INV	02/06/2024	1204399 1,000.00 650.00 Invoice Net	208125	209888	
5084	FERGUSON WATERWORKS #5 1 F3638354 54180	00001	240047	INV	02/06/2024	1198596 4,199.86 4,199.86 Invoice Net	208126	209889	
5084	FERGUSON WATERWORKS #5 1 A3335014 54180	00001	240047	INV	02/06/2024	1204385 984.90 984.90 Invoice Net	208127	209890	
				CHECK	TOTAL	8,004.96			-----
9528	FLOCK GROUP, INC. 1 A3143124 54720	00000	240033	INV	02/06/2024	INV-28932 37,800.00 37,800.00 Invoice Net	208128	209891	
				CHECK	TOTAL	37,800.00			-----
183	FRANKLIN COMMUNITY CEN 1 A3416314 54110 2 A3416314 54720	00000		INV	02/06/2024	4890 500.00 16,500.00 Invoice Net	208129	209892	
				CHECK	TOTAL	17,000.00			-----
6556	ADAM FRENCH 1 A3143124 54570	00000		INV	02/06/2024	208130 250.00 250.00 Invoice Net	208130	209893	
				CHECK	TOTAL	250.00			-----
2421	G A BOVE & SONS INC 1 A3638564 54520	00001		INV	02/06/2024	193140 112.06 112.06 Invoice Net	208135	209900	
				CHECK	TOTAL	112.06			-----
9318	GLOCK PROFESSIONAL, IN 1 A3143124 54570	00000		INV	02/06/2024	208136 2,750.00 2,750.00 Invoice Net	208136	209901	
				CHECK	TOTAL	2,750.00			-----
189	GRAINGER 1 A3143124 54510	00001		INV	02/06/2024	208137 183.84 183.84 Invoice Net	208137	209902	
				CHECK	TOTAL	183.84			-----
7831	H L GAGE SALES INC	00000	240041	INV	02/06/2024	01P113030	208140	209905	

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	1 A3335014 54510		STREETS CS	REP MAN VE		1,151.63			
			Invoice Net			1,151.63			
7831	H L GAGE SALES INC	00000	240041	INV	02/06/2024	01P111824	208141	209906	
	1 A3335014 54510		STREETS CS	REP MAN VE		1,252.50			
			Invoice Net			1,252.50			
7831	H L GAGE SALES INC	00000	240041	INV	02/06/2024	01P112056	208142	209907	
	1 A3335014 54510		STREETS CS	REP MAN VE		1,870.80			
			Invoice Net			1,870.80			
7831	H L GAGE SALES INC	00000	240041	INV	02/06/2024	01P112780	208143	209908	
	1 A3335014 54510		STREETS CS	REP MAN VE		2,262.02			
			Invoice Net			2,262.02			
7831	H L GAGE SALES INC	00000	240041	INV	02/06/2024	01P111806	208144	209909	
	1 A3335014 54510		STREETS CS	REP MAN VE		243.97			
			Invoice Net			243.97			
7831	H L GAGE SALES INC	00000	240041	INV	02/06/2024	01P111856	208145	209910	
	1 A3335014 54510		STREETS CS	REP MAN VE		251.87			
			Invoice Net			251.87			
7831	H L GAGE SALES INC	00000	240041	INV	02/06/2024	01P112264	208146	209911	
	1 A3335014 54510		STREETS CS	REP MAN VE		278.66			
			Invoice Net			278.66			
7831	H L GAGE SALES INC	00000	240041	INV	02/06/2024	01P111783	208147	209912	
	1 A3335124 54510		HI MS CS	REP MAN VE		326.65			
			Invoice Net			326.65			
7831	H L GAGE SALES INC	00000	240041	INV	02/06/2024	01P112263	208148	209913	
	1 A3335014 54510		STREETS CS	REP MAN VE		338.31			
			Invoice Net			338.31			
7831	H L GAGE SALES INC	00000	240041	INV	02/06/2024	01P111496	208149	209914	
	1 A3335014 54510		STREETS CS	REP MAN VE		520.73			
			Invoice Net			520.73			
7831	H L GAGE SALES INC	00000	240041	INV	02/06/2024	01P111752	208150	209915	
	1 A3335124 54510		HI MS CS	REP MAN VE		520.73			
			Invoice Net			520.73			
7831	H L GAGE SALES INC	00000	240041	INV	02/06/2024	01P112760	208151	209916	
	1 A3335014 54510		STREETS CS	REP MAN VE		607.13			
			Invoice Net			607.13			
			CHECK TOTAL			9,625.00			-----
205	HIRAM HOLLOW REGENERAT	00001		INV	02/06/2024	692386	208138	209903	
	1 A3143414 54720		FIRE CS	PROF SER		396.51			
			Invoice Net			396.51			
			CHECK TOTAL			396.51			-----
202	HOLLAND CO INC	00000	240053	INV	02/06/2024	PI-25588	208153	209918	
	1 F3638334 54141		WAT TRT CS	CHEMICALS		12,926.46			
			Invoice Net			12,926.46			
			CHECK TOTAL			12,926.46			-----

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	3026051			
	1 A3567194 54180 3000	ICE RIN CS		OTHER	SUPP	7.94	208154	209919	
		Invoice Net				7.94			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	9262012	208155	209920	
	1 A3335014 54180	STREETS CS		OTHER	SUPP	25.84			
		Invoice Net				25.84			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	8028161	208156	209921	
	1 A3537114 54180	PK CAS CS		OTHER	SUPP	35.48			
		Invoice Net				35.48			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	9262013	208157	209922	
	1 A3031624 54180	CITY HA CS		OTHER	SUPP	51.45			
		Invoice Net				51.45			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	1027823	208158	209923	
	1 G3638124 54331	SEWER PUCS		REP MAN PU		55.71			
		Invoice Net				55.71			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	9028017	208159	209924	
	1 A3335014 54180	STREETS CS		OTHER	SUPP	68.22			
		Invoice Net				68.22			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	9028010	208160	209925	
	1 A3031654 54610	GARAGE CS		REP MAN BU		76.44			
		Invoice Net				76.44			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	262004	208161	209926	
	1 A3567194 54140 3000	ICE RIN CS		JANIT	SUPP	82.80			
		Invoice Net				82.80			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	9026564	208162	209927	
	1 A3567194 54610 3000	ICE RIN CS		REP MAN BU		88.45			
		Invoice Net				88.45			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	4273898	208163	209928	
	1 A3567194 54140 3000	ICE RIN CS		JANIT	SUPP	130.27			
		Invoice Net				130.27			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	7261949	208165	209930	
	1 A3567194 54610 3000	ICE RIN CS		REP MAN BU		165.83			
		Invoice Net				165.83			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	9261916	208167	209933	
	1 A3638564 54180	TREES CS		OTHER	SUPP	167.41			
		Invoice Net				167.41			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	262003	208169	209935	
	1 A3567174 54180 3000	INDOOR REC		OTHER	SUPP	179.00			
		Invoice Net				179.00			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	9274000	208170	209936	
	1 A3567174 54610 3000	INDOOR REC		REP MAN BU		180.99			
		Invoice Net				180.99			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	4512027	208171	209937	
	1 F3638334 54180	WAT TRT CS		OTHER	SUPP	239.85			
		Invoice Net				239.85			
2439	HOME DEPOT/MAINTENANCE	00012		INV	02/06/2024	1273980	208172	209938	
	1 F3638354 54320	WAT MAN CS		TOOLS		279.00			
		Invoice Net				279.00			

## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

CASH

WARRANT: 24FEB1 02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,834.68		-----
2747	HOMETOWN AUTO GLASS 1 A3335014 54510	00000		INV	02/06/2024	I0041463	208173	209939	
				STREETS CS	REP MAN VE	565.00			
				Invoice Net		565.00			
						CHECK TOTAL	565.00		-----
8977	ICC CDS, LLC 1 A3021694 54740	00000		INV	02/06/2024	CMS0025464	208174	209941	
				DPN CS	SC EQUIP	24,325.50			
				Invoice Net		24,325.50			
						CHECK TOTAL	24,325.50		-----
982	ANTHONY J IZZO 1 A3011424 54760	00000		INV	02/06/2024	208175	208175	209942	
				ATTY CON S	LEGAL	75.00			
				Invoice Net		75.00			
						CHECK TOTAL	75.00		-----
7756	ALPHONSE LAMBERT 1 A3567324 54781	00000		INV	02/06/2024	208176	208176	209943	
				BOYS BB CS	SUPERVISIO	90.00			
				Invoice Net		90.00			
7756	ALPHONSE LAMBERT 1 A3567324 54781	00000		INV	02/06/2024	208177	208177	209944	
				BOYS BB CS	SUPERVISIO	355.00			
				Invoice Net		355.00			
						CHECK TOTAL	445.00		-----
4880	KATHY LANFEAR 1 A3567174 54170	00000		INV	02/06/2024	208178	208178	209945	
				INDOOR REC	SPORTS SUP	65.00			
				Invoice Net		65.00			
						CHECK TOTAL	65.00		-----
9209	QUINN LEFFLER 1 A3143124 54160	00000		INV	02/06/2024	208179	208179	209947	
				POLICE CS	UNIFORMS	357.97			
				Invoice Net		357.97			
						CHECK TOTAL	357.97		-----
8168	MAG AUTOMOTIVE HOLDING 1 A3143124 54510	00000		INV	02/06/2024	77229F	208180	209948	
				POLICE CS	REP MAN VE	146.82			
				Invoice Net		146.82			
						CHECK TOTAL	146.82		-----
9538	MATT EPISCOPO ENTERPRI 1 A3143124 54570	00000		INV	02/06/2024	INV_000170	208181	209949	
				POLICE CS	TRAINING	900.00			
				Invoice Net		900.00			
						CHECK TOTAL	900.00		-----
7261	MCNEIL & COMPANY, INC. 1 A3041914 54773	00000		INV	02/06/2024	3633211	208182	209950	
				LIAB INSUR	LIAB INSUR	1,207.00			
				Invoice Net		1,207.00			

## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

CASH

WARRANT: 24FEB1 02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,207.00		-----
7261	MCNEIL & COMPANY, INC. 1 A3041914 54773	00000		INV	02/06/2024	3634211	208183	209951	
		LIAB INSUR		LIAB INSUR		14,984.00			
		Invoice Net				14,984.00			
						CHECK TOTAL	14,984.00		-----
7261	MCNEIL & COMPANY, INC. 1 A3041914 54773	00000		INV	02/06/2024	3635211	208184	209952	
		LIAB INSUR		LIAB INSUR		34,348.00			
		Invoice Net				34,348.00			
						CHECK TOTAL	34,348.00		-----
7261	MCNEIL & COMPANY, INC. 1 A3041914 54773	00000		INV	02/06/2024	3632211	208185	209953	
		LIAB INSUR		LIAB INSUR		68,458.00			
		Invoice Net				68,458.00			
						CHECK TOTAL	68,458.00		-----
6965	MIRABITO ENERGY PRODUC 1 G3638124 54520	00000		INV	02/06/2024	73548, 73549	208186	209954	
		SEWER PUCS		GAS & OIL		502.03			
		Invoice Net				502.03			
						CHECK TOTAL	502.03		-----
6615	MORR-IS-STORED 1 A3143124 54720	00000		INV	02/06/2024	194238	208187	209955	
		POLICE CS		PROF SER		135.00			
		Invoice Net				135.00			
						CHECK TOTAL	135.00		-----
6960	MORTON SALT, INC 1 A3335124 54400	00001	240058	INV	02/06/2024	5402973451	208188	209956	
		HI MS CS		SALT & SAN		7,007.75			
		Invoice Net				7,007.75			
						CHECK TOTAL	7,007.75		-----
9505	N&S SUPPLY, LLC 1 G3638124 54180	00000		INV	02/06/2024	S5890935.001	208189	209957	
		SEWER PUCS		OTHER SUPP		11.05			
		Invoice Net				11.05			
						CHECK TOTAL	11.05		-----
6487	JEFF NADEAU 1 A3567324 54781	00000		INV	02/06/2024	208190	208190	209958	
		BOYS BB CS		SUPERVISIO		285.00			
		Invoice Net				285.00			
6487	JEFF NADEAU 1 A3567324 54781	00000		INV	02/06/2024	208191	208191	209959	
		BOYS BB CS		SUPERVISIO		490.00			
		Invoice Net				490.00			
						CHECK TOTAL	775.00		-----
5237	NAPA AUTO PARTS, SARAT 1 A3031654 54210	00000	240040	INV	02/06/2024	909120	208192	209960	
		GARAGE CS		GARAGE SUP		13.32			
		Invoice Net				13.32			

## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

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WARRANT: 24FEB1 02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
5237	NAPA AUTO PARTS, SARAT 1 A3567194 54510 3000	00000	240040	INV	02/06/2024	910111 15.96 15.96 Invoice Net	208193	209961	
5237	NAPA AUTO PARTS, SARAT 1 A3335014 54510	00000	240040	INV	02/06/2024	911144 51.31 51.31 Invoice Net	208194	209962	
5237	NAPA AUTO PARTS, SARAT 1 A3031654 54210	00000	240040	INV	02/06/2024	910337 57.99 57.99 Invoice Net	208195	209963	
5237	NAPA AUTO PARTS, SARAT 1 A3335124 54510	00000	240040	INV	02/06/2024	910015 59.52 59.52 Invoice Net	208196	209964	
5237	NAPA AUTO PARTS, SARAT 1 A3567144 54510 3000	00000	240040	INV	02/06/2024	909501 172.53 172.53 Invoice Net	208197	209965	
5237	NAPA AUTO PARTS, SARAT 1 A3335014 54510	00000	240040	INV	02/06/2024	909502 172.53 172.53 Invoice Net	208198	209966	
5237	NAPA AUTO PARTS, SARAT 1 A3031654 54210	00000	240040	INV	02/06/2024	909679, 911015 655.86 655.86 Invoice Net	208200	209968	
				CHECK	TOTAL	1,199.02			-----
7582	NATIONAL BUSINESS LEAS 1 E3577164 54532	00000		INV	02/06/2024	81705451 175.93 175.93 Invoice Net	208201	209969	
				CHECK	TOTAL	175.93			-----
296	NEW YORK FIRE & SECURI 1 E3577164 54522	00000		INV	02/06/2024	21036 489.95 489.95 Invoice Net	208202	209970	
				CHECK	TOTAL	489.95			-----
307	NEW YORK PLANNING FEDE 1 A3618684 54570	00000		INV	02/06/2024	17548 350.00 350.00 Invoice Net	208203	209971	
				CHECK	TOTAL	350.00			-----
9291	NEW YORK STATE SHERIFF 1 A3143124 54570	00000	240070	INV	02/06/2024	4363 1,600.00 1,600.00 Invoice Net	208204	209972	
				CHECK	TOTAL	1,600.00			-----
9507	PATRICK NEWELL 1 A3567324 54781	00000		INV	02/06/2024	208205 90.00 90.00 Invoice Net	208205	209973	
9507	PATRICK NEWELL	00000		INV	02/06/2024	208206	208206	209975	



## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

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WARRANT: 24FEB1 02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
1	A3567324 54781	BOYS BB CS		SUPERVISIO		135.00			
		Invoice Net				135.00			
						CHECK TOTAL	225.00		-----
4614	NORTHERN ADIRONDACK CO	00001		INV	02/06/2024	03/04-03/07/2024	208207	209976	
1	A3143624 54570	CEO INS CS		TRAINING		470.00			
		Invoice Net				470.00			
						CHECK TOTAL	470.00		-----
300	NYS ASSOCIATION CHIEFS	00002		INV	02/06/2024	5749	208208	209977	
1	A3143124 54230	POLICE CS		DUES		250.00			
		Invoice Net				250.00			
						CHECK TOTAL	250.00		-----
1816	PEACHTREE DATA, INC	00000		INV	02/06/2024	P174575	208209	209978	
1	F3638314 54180	WAT ADM CS		OTHER SUPP		130.00			
		Invoice Net				130.00			
						CHECK TOTAL	130.00		-----
7753	STEPHEN PORTO	00000		INV	02/06/2024	208210	208210	209979	
1	A3567174 54631	INDOOR REC		CONC EXPEN		16.26			
		Invoice Net				16.26			
7753	STEPHEN PORTO	00000		INV	02/06/2024	208211	208211	209980	
1	A3567174 54631	INDOOR REC		CONC EXPEN		18.74			
		Invoice Net				18.74			
7753	STEPHEN PORTO	00000		INV	02/06/2024	208212	208212	209981	
1	A3567174 54631	INDOOR REC		CONC EXPEN		119.97			
		Invoice Net				119.97			
						CHECK TOTAL	154.97		-----
9158	PURE WATER PARTNERS LL	00000		INV	02/06/2024	1636882	208213	209982	
1	A3143414 54200	FIRE CS		HOUSE SUPP		130.00			
		Invoice Net				130.00			
						CHECK TOTAL	130.00		-----
5607	NANCY RAVENA	00000		INV	02/06/2024	208214	208214	209983	
1	P3426424 54711	SAD CON SE		ADMINISTRA		500.00			
		Invoice Net				500.00			
						CHECK TOTAL	500.00		-----
6071	RICK RAGS	00001		INV	02/06/2024	57564	208215	209984	
1	A3537114 54180	PK CAS CS		OTHER SUPP		300.00			
		Invoice Net				300.00			
						CHECK TOTAL	300.00		-----
223	RICOH USA, INC	00002	230217	INV	02/06/2024	107911075	208217	209986	
1	A3143414 54740	FIRE CS		SC EQUIP		75.79			
		Invoice Net				75.79			

## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

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WARRANT: 24FEB1 02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
223	RICOH USA, INC 1 A3011424 54740	00002 ATTY CON S Invoice Net		INV	02/06/2024	107921392 133.12 133.12	208218	209987	
				CHECK	TOTAL	208.91			-----
16	SARATOGA COUNTY TREASU 1 A3618684 54570	00006 PED CS Invoice Net		INV	02/06/2024	208219 750.00 750.00	208219	209988	
				CHECK	TOTAL	750.00			-----
405	SARATOGA ECONOMIC DEVE 1 A3618684 54230	00000 PED CS Invoice Net		INV	02/06/2024	2024M-91 500.00 500.00	208220	209989	
				CHECK	TOTAL	500.00			-----
371	SARATOGA QUALITY HARDW 1 F3638334 54110	00002 WAT TRT CS Invoice Net		INV	02/06/2024	2401-245726 6.99 6.99	208221	209990	
371	SARATOGA QUALITY HARDW 1 F3638334 54110	00002 WAT TRT CS Invoice Net		INV	02/06/2024	2401-245722 48.64 48.64	208222	209991	
371	SARATOGA QUALITY HARDW 1 A3537114 54610	00002 PK CAS CS Invoice Net		INV	02/06/2024	2401-247241 120.60 120.60	208223	209992	
				CHECK	TOTAL	176.23			-----
4291	SHAW TRUCK REPAIR INC 1 A3031654 54210	00000 GARAGE CS Invoice Net		INV	02/06/2024	140340 1,535.17 1,535.17	208225	209995	
4291	SHAW TRUCK REPAIR INC 1 A3031654 54210	00000 GARAGE CS Invoice Net		INV	02/06/2024	140305 209.94 209.94	208226	209996	
				CHECK	TOTAL	1,745.11			-----
9254	WILLIAM SHELDON 1 A3567324 54781	00000 BOYS BB CS Invoice Net		INV	02/06/2024	208227 135.00 135.00	208227	209997	
				CHECK	TOTAL	135.00			-----
5277	SHI - SOFTWARE HOUSE I 1 A3021692 52600	00003 DPN EQ CAP Invoice Net	240010	INV	02/06/2024	B17803320 2,078.98 2,078.98	208228	209998	
				CHECK	TOTAL	2,078.98			-----
907	SIEWERT EQUIPMENT CO I 1 G3638124 54610	00001 SEWER PUCS Invoice Net		INV	02/06/2024	ROCH25708 1,451.99 1,451.99	208229	209999	

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CASH ACCOUNT: A 1200

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WARRANT: 24FEB1 02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
907	SIEWERT EQUIPMENT CO I 1 G3638124 54331	00001		INV	02/06/2024	ROCH25793 805.73 805.73 Invoice Net	208230	210000	
				REP MAN PU		CHECK TOTAL	2,257.72		-----
1021	SLACK CHEMICAL CO INC 1 F3638334 54141	00001	240045	INV	02/06/2024	465517 3,658.50 3,658.50 Invoice Net	208231	210001	
				CHEMICALS		CHECK TOTAL	3,658.50		-----
407	STANLEY PAPER CO INC 1 A3567174 54140 3000	00000		INV	02/06/2024	597858 925.22 925.22 Invoice Net	208232	210002	
				INDOOR REC JANIT SUPP		CHECK TOTAL	925.22		-----
2237	STAPLES BUSINESS ADVAN 1 A3051414 54110	00001		INV	02/06/2024	3557740458 5.68 5.68 Invoice Net	208233	210003	
2237	STAPLES BUSINESS ADVAN 1 A3021314 54110	00001		INV	02/06/2024	3556722305 46.30 46.30 Invoice Net	208234	210004	
2237	STAPLES BUSINESS ADVAN 1 A3021314 54110	00001		INV	02/06/2024	3557313977 49.22 49.22 Invoice Net	208235	210005	
2237	STAPLES BUSINESS ADVAN 1 A3011474 54110	00001		INV	02/06/2024	3558080411 69.50 69.50 Invoice Net	208236	210006	
				CIVSERV CS OFFICE SUP		CHECK TOTAL	170.70		-----
1137	STATE OF NY POLICE JUV 1 A3143124 54230	00000		INV	02/06/2024	2024 DUES 300.00 300.00 Invoice Net	208237	210007	
				POLICE CS DUES		CHECK TOTAL	300.00		-----
806	STONE INDUSTRIES 1 A3567244 54610 3000	00000	240028	INV	02/06/2024	0572475 220.00 220.00 Invoice Net	208238	210008	
				WATERFR CS REP MAN BU		CHECK TOTAL	220.00		-----
7447	ANDREW STREIM 1 A3143124 54160	00000		INV	02/06/2024	208239 700.00 700.00 Invoice Net	208239	210009	
				POLICE CS UNIFORMS		CHECK TOTAL	700.00		-----
8155	SURVEYMONKEY INC. 1 E3577164 54201	00000		INV	02/06/2024	45173116 468.00 468.00 Invoice Net	208240	210010	
				CCA CS BUS EXP SA					

## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

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WARRANT: 24FEB1 02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	468.00		-----
420	T & T SALES INC	00000		INV	02/06/2024	INV2130	208241	210011	
	1 A3335124 54510	HI MS CS		REP MAN VE		231.27			
		Invoice Net				231.27			
420	T & T SALES INC	00000		INV	02/06/2024	INV2073	208242	210012	
	1 A3335014 54510	STREETS CS		REP MAN VE		544.00			
		Invoice Net				544.00			
						CHECK TOTAL	775.27		-----
9251	THE MARIO CARDENAS GRO	00000		INV	02/06/2024	219054#1	208243	210013	
	1 A3567174 54631	INDOOR REC		CONC EXPEN		31.48			
		Invoice Net				31.48			
						CHECK TOTAL	31.48		-----
430	TIMES UNION	00001		INV	02/06/2024	4273480	208244	210014	
	1 A3618684 54720	PED CS		PROF SER		55.98			
		Invoice Net				55.98			
						CHECK TOTAL	55.98		-----
3723	TRAVELERS	00000		INV	02/06/2024	0107361686	208245	210015	
	1 A3021914 54773	LIAB IN CS		LIAB INSUR		39,205.00			
		Invoice Net				39,205.00			
						CHECK TOTAL	39,205.00		-----
8449	TYMETAL CORP	00000		INV	02/06/2024	79387	208246	210016	
	1 A3335014 54510	STREETS CS		REP MAN VE		1,144.57			
		Invoice Net				1,144.57			
						CHECK TOTAL	1,144.57		-----
5493	V I ENTERPRISES LTD	00001		INV	02/06/2024	000369346	208249	210019	
	1 A3335014 54510	STREETS CS		REP MAN VE		117.71			
		Invoice Net				117.71			
5493	V I ENTERPRISES LTD	00001		INV	02/06/2024	000368444	208250	210020	
	1 A3031654 54180	GARAGE CS		OTHER SUPP		179.95			
		Invoice Net				179.95			
5493	V I ENTERPRISES LTD	00001		INV	02/06/2024	000369129	208251	210021	
	1 A3031654 54210	GARAGE CS		GARAGE SUP		183.60			
		Invoice Net				183.60			
						CHECK TOTAL	481.26		-----
3096	PAUL VEITCH	00000		INV	02/06/2024	208247	208247	210017	
	1 A3143124 54160	POLICE CS		UNIFORMS		328.50			
		Invoice Net				328.50			
						CHECK TOTAL	328.50		-----
1927	VERIZON	00001		INV	02/06/2024	208248	208248	210018	

## DETAIL INVOICE LIST

CASH ACCOUNT: A

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WARRANT:

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02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	1 A3143124 54670	POLICE CS		PHONES		36.21			
		Invoice Net				36.21			
						CHECK TOTAL	36.21		-----
7528	VISA	00000		INV	02/06/2024	208252	208252	210022	
	1 E3577164 54201	CCA CS		BUS EXP SA		145.46			
		Invoice Net				145.46			
						CHECK TOTAL	145.46		-----
3346	W B MASON CO INC	00001		INV	02/06/2024	243762993	208254	210024	
	1 A3011214 54110	MAY CONT S		OFFICE SUP		11.97			
		Invoice Net				11.97			
3346	W B MASON CO INC	00001		INV	02/06/2024	243765383	208255	210025	
	1 A3638184 54180	TRANSFE CS		OTHER SUPP		11.97			
		Invoice Net				11.97			
3346	W B MASON CO INC	00001		INV	02/06/2024	243958891	208256	210026	
	1 A3021314 54110	COM FIN CS		OFFICE SUP		19.95			
		Invoice Net				19.95			
3346	W B MASON CO INC	00001		INV	02/06/2024	243978620	208257	210027	
	1 A3051414 54110	ACCT CS		OFFICE SUP		19.95			
		Invoice Net				19.95			
3346	W B MASON CO INC	00001		INV	02/06/2024	243585166	208258	210028	
	1 A3031494 54110	DPW CS		OFFICE SUP		23.94			
		Invoice Net				23.94			
3346	W B MASON CO INC	00001		INV	02/06/2024	243976620	208259	210029	
	1 A3031494 54110	DPW CS		OFFICE SUP		23.94			
		Invoice Net				23.94			
3346	W B MASON CO INC	00001		INV	02/06/2024	243976613	208260	210030	
	1 A3031494 54110	DPW CS		OFFICE SUP		29.93			
		Invoice Net				29.93			
3346	W B MASON CO INC	00001		INV	02/06/2024	243765995	208261	210031	
	1 G3638124 54180	SEWER PUCS		OTHER SUPP		17.96			
	2 A3638564 54180	TREES CS		OTHER SUPP		17.95			
		Invoice Net				35.91			
3346	W B MASON CO INC	00001		INV	02/06/2024	243764065	208262	210032	
	1 A3031494 54110	DPW CS		OFFICE SUP		77.13			
		Invoice Net				77.13			
3346	W B MASON CO INC	00001		INV	02/06/2024	243886637	208264	210034	
	1 A3021314 54110	COM FIN CS		OFFICE SUP		165.18			
		Invoice Net				165.18			
3346	W B MASON CO INC	00001		INV	02/06/2024	243869442	208265	C1067550	
	1 A3113624 54110	BUILD CS		OFFICE SUP		250.26			
		Invoice Net				250.26			
						CHECK TOTAL	670.13		-----
3346	W B MASON CO INC	00001		INV	02/06/2024	243685846	208253	210023	
	1 E3577164 54140	CCA CS		JANIT SUPP		1,453.42			
		Invoice Net				1,453.42			

## DETAIL INVOICE LIST

CASH ACCOUNT: A 1200

CASH

WARRANT: 24FEB1 02/06/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,453.42		-----
3346	W B MASON CO INC	00001		INV	02/06/2024	243739683	208263	210033	
	1 E3577164 54140	CCA CS		JANIT SUPP		121.24			
		Invoice Net				121.24			
						CHECK TOTAL	121.24		-----
458	WINCHIP DOOR CO INC	00000		INV	02/06/2024	56806	208266	210036	
	1 A3031654 54610	GARAGE CS		REP MAN BU		415.00			
		Invoice Net				415.00			
						CHECK TOTAL	415.00		-----
1973	WOLBERG ELECTRICAL SUP	00000		INV	02/06/2024	2643003	208267	210037	
	1 A3537114 54610	PK CAS CS		REP MAN BU		15.04			
		Invoice Net				15.04			
1973	WOLBERG ELECTRICAL SUP	00000		INV	02/06/2024	2643259	208268	210038	
	1 A3567174 54610 3000	INDOOR REC		REP MAN BU		32.96			
		Invoice Net				32.96			
1973	WOLBERG ELECTRICAL SUP	00000		INV	02/06/2024	2644362	208269	210039	
	1 G3638124 54180	SEWER PUCS		OTHER SUPP		33.54			
		Invoice Net				33.54			
1973	WOLBERG ELECTRICAL SUP	00000		INV	02/06/2024	2645860	208270	210040	
	1 A3031624 54180	CITY HA CS		OTHER SUPP		38.82			
		Invoice Net				38.82			
1973	WOLBERG ELECTRICAL SUP	00000		INV	02/06/2024	2645861	208271	210041	
	1 A3031624 54180	CITY HA CS		OTHER SUPP		40.76			
		Invoice Net				40.76			
1973	WOLBERG ELECTRICAL SUP	00000		INV	02/06/2024	2644360	208272	210042	
	1 G3638124 54180	SEWER PUCS		OTHER SUPP		167.70			
		Invoice Net				167.70			
1973	WOLBERG ELECTRICAL SUP	00000		INV	02/06/2024	2643773	208273	210043	
	1 A3567174 54610 3000	INDOOR REC		REP MAN BU		233.88			
		Invoice Net				233.88			
						CHECK TOTAL	562.70		-----
408	YMCA OF SARATOGA	00000		INV	02/06/2024	CM10115	208274	210044	
	1 E3577164 54201	CCA CS		BUS EXP SA		1,040.00			
		Invoice Net				1,040.00			
						CHECK TOTAL	1,040.00		-----
216 INVOICES						3,412,253.34	3,412,253.34		
WARRANT TOTAL									
CASH ACCOUNT BALANCE							30,566.74		

## WARRANT SUMMARY

WARRANT: 24FEB1 02/06/2024

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET
A	A3011214	MAYOR CONTRACTED S A -30-1-1210-4-54110 -	OFFICE SUPPLIES	81.97	326.71
A	A3011214	MAYOR CONTRACTED S A -30-1-1210-4-54233 -	DOWNTOWN BUSINESS ASSO	525.00	.00
A	A3011214	MAYOR CONTRACTED S A -30-1-1210-4-54740 -	SERVICE CONTRACTS - EQ	540.00	.00
A	A3011424	CITY ATTORNEY CONT A -30-1-1420-4-54110 -	OFFICE SUPPLIES	60.00	3.74
A	A3011424	CITY ATTORNEY CONT A -30-1-1420-4-54740 -	SERVICE CONTRACTS - EQ	133.12	64.82
A	A3011424	CITY ATTORNEY CONT A -30-1-1420-4-54760 -	LEGAL	75.00	250.00
A	A3011474	CIVIL SERVICE CONT A -30-1-1431-4-54110 -	OFFICE SUPPLIES	69.50	1,538.84
A	A3011474	CIVIL SERVICE CONT A -30-1-1431-4-54773 -	LIABILITY INSURANCE	25,637.70	1,216.48
A	A3011478	CIVIL SERVICEEMPLO A -30-1-1431-8-58010 -	HOSPITALIZATION	3,181.35	2,180.54
A	A3011914	LIABILITY INSURANC A -30-1-1910-4-54773 -	LIABILITY INSURANCE	618,597.86	4,110.42
A	A3021314	COMM FINANCE CONTR A -30-2-1310-4-54110 -	OFFICE SUPPLIES	437.74	3,926.68
A	A3021692	DATA PROCEESING NE A -30-2-1681-2-52600 -	SOFTWARE	2,078.98	8,597.22
A	A3021694	DATA PRCESSING NET A -30-2-1681-4-54740 -	SERVICE CONTRACTS - EQ	25,614.82	19,907.28
A	A3021914	LIABILITY INSURANC A -30-2-1910-4-54773 -	LIABILITY INSURANCE	45,000.00	9,521.64
A	A3031444	CITY ENGINEER'S OF A -30-3-1440-4-54740 -	SERVICE CONTRACTS - EQ	5,006.90	594.23
A	A3031494	COMM PUBLIC WORKS A -30-3-1490-4-54110 -	OFFICE SUPPLIES	154.94	.64
A	A3031624	CITY HALL CS A -30-3-1620-4-54180 -	OTHER SUPPLIES	131.03	.00
A	A3031624	CITY HALL CS A -30-3-1620-4-54610 -	REPAIRS & MAINTENANCE	969.69	767.28
A	A3031624	CITY HALL CS A -30-3-1620-4-54720 -	SERVICE CONTRACTS - PR	72.00	515.40
A	A3031654	CITY GARAGE CS A -30-3-1623-4-54110 -	OFFICE SUPPLIES	827.85	.74
A	A3031654	CITY GARAGE CS A -30-3-1623-4-54180 -	OTHER SUPPLIES	571.51	12.53
A	A3031654	CITY GARAGE CS A -30-3-1623-4-54210 -	GARAGE SUPPLIES	2,655.88	21.34
A	A3031654	CITY GARAGE CS A -30-3-1623-4-54320 -	TOOLS	85.96	4.81
A	A3031654	CITY GARAGE CS A -30-3-1623-4-54610 -	REPAIRS & MAINTENANCE	1,713.05	154.75
A	A3031914	LIABILITY INSURANC A -30-3-1910-4-54773 -	LIABILITY INSURANCE	350,000.00	20,481.98
A	A3041914	LIABILITY INSURANC A -30-4-1910-4-54773 -	LIABILITY INSURANCE	610,000.00	32,472.41
A	A3051414	COMM OF ACCOUNTS C A -30-5-1410-4-54110 -	OFFICE SUPPLIES	25.63	4,679.11
A	A3051914	LIABILITY INSURANC A -30-5-1910-4-54773 -	LIABILITY INSURANCE	134,446.44	2,432.91
A	A3061914	LIABILITY INSURANC A -30-6-1910-4-54773 -	LIABILITY INSURANCE	60,000.00	3,061.46
A	A3113624	BUILDING DEPARTMEN A -31-1-3620-4-54110 -	OFFICE SUPPLIES	250.26	338.60
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54160 -	UNIFORMS	2,624.32	15,222.50
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54230 -	DUES	550.00	720.00
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54510 -	REPAIRS & MAINTENANCE	330.66	591.34
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54570 -	TRAINING	5,500.00	3,118.63
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54610 -	REPAIRS & MAINTENANCE	2,272.35	2,942.63
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54670 -	PHONES	36.21	3,110.13
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54720 -	SERVICE CONTRACTS - PR	276,900.02	2,647.73
A	A3143124	POLICE DEPARTMENT A -31-4-3120-4-54979 -	HORSE CARE	245.00	400.19
A	A3143414	FIRE DEPARTMENT CS A -31-4-3410-4-54200 -	HOUSE SUPPLIES	130.00	498.81
A	A3143414	FIRE DEPARTMENT CS A -31-4-3410-4-54720 -	SERVICE CONTRACTS - PR	396.51	15,861.04
A	A3143414	FIRE DEPARTMENT CS A -31-4-3410-4-54740 -	SERVICE CONTRACTS - EQ	75.79	6,453.27
A	A3143624	CODE ENFORCEMENT C A -31-4-3620-4-54570 -	TRAINING	470.00	173.00
A	A3335014	STREETS CS A -33-3-5010-4-54180 -	OTHER SUPPLIES	1,862.91	3,355.89
A	A3335014	STREETS CS A -33-3-5010-4-54400 -	SALT & SAND	56,538.29	.00
A	A3335014	STREETS CS A -33-3-5010-4-54510 -	REPAIRS & MAINTENANCE	12,042.82	4,397.98
A	A3335124	HIGHWAY MISCELLANE A -33-3-5111-4-54180 -	OTHER SUPPLIES	46.57	5,001.83
A	A3335124	HIGHWAY MISCELLANE A -33-3-5111-4-54400 -	SALT & SAND	63,614.01	.00
A	A3335124	HIGHWAY MISCELLANE A -33-3-5111-4-54510 -	REPAIRS & MAINTENANCE	1,138.17	10.60
A	A3335654	OFF STREET PARKING A -33-3-5650-4-54180 -	OTHER SUPPLIES	670.32	4.16



## WARRANT SUMMARY

WARRANT: 24FEB1 02/06/2024

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET
A	A3335654	OFF STREET PARKING A -33-3-5650-4-54610 -	REPAIRS & MAINTENANCE	857.99	802.95
A	A3416314	FRANKLIN COMMUNITY A -34-1-6310-4-54110 -	OFFICE SUPPLIES	500.00	.00
A	A3416314	FRANKLIN COMMUNITY A -34-1-6310-4-54720 -	SERVICE CONTRACTS - PR	16,500.00	.00
A	A3537114	PARK & CASINO CS A -35-3-7110-4-54140 -	JANITORIAL SUPPLIES	21.95	94.80
A	A3537114	PARK & CASINO CS A -35-3-7110-4-54180 -	OTHER SUPPLIES	446.01	.00
A	A3537114	PARK & CASINO CS A -35-3-7110-4-54610 -	REPAIRS & MAINTENANCE	135.64	90.84
A	A3537114	PARK & CASINO CS A -35-3-7110-4-54720 -	SERVICE CONTRACTS - PR	54.00	467.97
A	A3537224	HIGH ROCK PARK A -35-3-7113-4-54720 -	SERVICE CONTRACTS - PR	36.00	.00
A	A3567144	RECREATION EXPENSE A -35-6-7140-4-54230 -	DUES	50.00	45.00
A	A3567144	RECREATION EXPENSE A -35-6-7140-4-54320 -3000	TOOLS	201.58	6.74
A	A3567144	RECREATION EXPENSE A -35-6-7140-4-54510 -3000	REPAIRS & MAINTENANCE	172.53	4.47
A	A3567174	INDOOR RECREATION A -35-6-7171-4-54140 -3000	JANITORIAL SUPPLIES	925.22	46.90
A	A3567174	INDOOR RECREATION A -35-6-7171-4-54170 -	SPORTS SUPPLIES	65.00	166.22
A	A3567174	INDOOR RECREATION A -35-6-7171-4-54180 -3000	OTHER SUPPLIES	196.09	34.29
A	A3567174	INDOOR RECREATION A -35-6-7171-4-54610 -3000	REPAIRS & MAINTENANCE	479.44	.00
A	A3567174	INDOOR RECREATION A -35-6-7171-4-54631 -	CONCESSION EXPENSE	186.45	811.25
A	A3567174	INDOOR RECREATION A -35-6-7171-4-54720 -3000	SERVICE CONTRACTS - PR	54.00	762.14
A	A3567194	ICE RINKS CS A -35-6-7181-4-54140 -3000	JANITORIAL SUPPLIES	213.07	8.44
A	A3567194	ICE RINKS CS A -35-6-7181-4-54180 -3000	OTHER SUPPLIES	80.66	.00
A	A3567194	ICE RINKS CS A -35-6-7181-4-54510 -3000	REPAIRS & MAINTENANCE	15.96	302.23
A	A3567194	ICE RINKS CS A -35-6-7181-4-54610 -3000	REPAIRS & MAINTENANCE	254.28	194.31
A	A3567194	ICE RINKS CS A -35-6-7181-4-54720 -3000	SERVICE CONTRACTS - PR	126.00	764.50
A	A3567244	WATERFRONT CONTRAC A -35-6-7240-4-54610 -3000	REPAIRS & MAINTENANCE	220.00	.00
A	A3567324	BOYS BASKETBALL CS A -35-6-7320-4-54781 -	SUPERVISION	2,045.00	3,105.00
A	A3618684	PLANNING AND ECON A -36-1-8687-4-54110 -	OFFICE SUPPLIES	69.44	66.37
A	A3618684	PLANNING AND ECON A -36-1-8687-4-54230 -	DUES	500.00	129.00
A	A3618684	PLANNING AND ECON A -36-1-8687-4-54570 -	TRAINING	1,100.00	3,417.10
A	A3618684	PLANNING AND ECON A -36-1-8687-4-54720 -	SERVICE CONTRACTS - PR	55.98	8,263.82
A	A3638144	STORM WATER CARRIE A -36-3-8140-4-54180 -	OTHER SUPPLIES	1,000.00	3,716.61
A	A3638184	TRANSFER STATION C A -36-3-8180-4-54180 -	OTHER SUPPLIES	1,195.57	9.47
A	A3638564	TREES CS A -36-3-8560-4-54180 -	OTHER SUPPLIES	327.09	14.62
A	A3638564	TREES CS A -36-3-8560-4-54520 -	GAS & OIL	112.06	6.39
A	A3719068	HOSPITALIZATION A -37-1-9060-8-58010 -	HOSPITALIZATION	40,160.63	.12
A	A3729068	HOSPITALIZATION EB A -37-2-9060-8-58010 -	HOSPITALIZATION	29,986.04	71,462.36
A	A3739068	HOSPITALIZATION A -37-3-9060-8-58010 -	HOSPITALIZATION	156,624.59	259,861.08
A	A3749068	HOSPITALIZATION A -37-4-9060-8-58010 -	HOSPITALIZATION	537,246.78	575,856.69
A	A3759068	HOSPITALIZATION A -37-5-9060-8-58010 -	HOSPITALIZATION	21,453.20	103,468.09
A	A3769068	HOSPITALIZATION A -37-6-9060-8-58010 -	HOSPITALIZATION	8,825.10	43,857.11
A	A3769068	HOSPITALIZATION A -37-6-9060-8-58010 -3000	HOSPITALIZATION	16,442.10	16,964.20
			FUND TOTAL	3,153,323.58	
CASH ACCOUNT A 1200	BALANCE	30,566.74 **WARNING - INSUFFICIENT CASH BALANCE			
E	E3475654	OFF STREET PARKING E -34-7-5650-4-54720 -	SERVICE CONTRACTS - PR	7,800.00	.00
E	E3577164	CITY CENTER AUTHOR E -35-7-7160-4-54140 -	JANITORIAL SUPPLIES	1,605.44	910.94
E	E3577164	CITY CENTER AUTHOR E -35-7-7160-4-54201 -	BUSINESS EXPENSE/SALES	1,653.46	.00
E	E3577164	CITY CENTER AUTHOR E -35-7-7160-4-54522 -	LICENSE/INSPECTION/REG	489.95	.65
E	E3577164	CITY CENTER AUTHOR E -35-7-7160-4-54532 -	BUILDING EQUIPMENT REN	175.93	16.77



## WARRANT SUMMARY

WARRANT: 24FEB1 02/06/2024

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET
E	E3577164	CITY CENTER AUTHOR E -35-7-7160-4-54720 -	SERVICE CONTRACTS - PR	1,256.25	1,372.65
E	E3577164	CITY CENTER AUTHOR E -35-7-7160-4-54792 -	MISCELLANEOUS	131.72	128.26
E	E3577168	CITY CENTER AUTHOR E -35-7-7160-8-58010 -	HOSPITALIZATION	1,425.48	17,451.00
FUND TOTAL			14,538.23		
CASH ACCOUNT A 1200 BALANCE 30,566.74					
F	F3638314	WATER ADMINISTRATI F -36-3-8310-4-54180 -	OTHER SUPPLIES	130.00	97.00
F	F3638334	WATER TREATMNET PL F -36-3-8330-4-54110 -	OFFICE SUPPLIES	55.63	90.64
F	F3638334	WATER TREATMNET PL F -36-3-8330-4-54141 -	CHEMICALS	16,584.96	10,059.13
F	F3638334	WATER TREATMNET PL F -36-3-8330-4-54180 -	OTHER SUPPLIES	301.88	.00
F	F3638334	WATER TREATMNET PL F -36-3-8330-4-54510 -	REPAIRS & MAINTENANCE	30.00	.00
F	F3638354	WATER MAINTENANCE F -36-3-8341-4-54180 -	OTHER SUPPLIES	4,219.86	11.76
F	F3638354	WATER MAINTENANCE F -36-3-8341-4-54320 -	TOOLS	279.00	41.56
F	F3638354	WATER MAINTENANCE F -36-3-8341-4-54510 -	REPAIRS & MAINTENANCE	52.97	14.99
F	F3731914	LIABILITY INSURANC F -37-3-1910-4-54773 -	LIABILITY INSURANCE	73,795.70	5,019.90
F	F3739068	HOSPITALIZATION F -37-3-9060-8-58010 -	HOSPITALIZATION	38,843.30	14,987.30
FUND TOTAL			134,293.30		
CASH ACCOUNT A 1200 BALANCE 30,566.74 **WARNING - INSUFFICIENT CASH BALANCE					
G	G3638114	SEWER ADMINSTRAION G -36-3-8110-4-54180 -	OTHER SUPPLIES	1,820.20	32.86
G	G3638124	SEWER PUMPING CS G -36-3-8120-4-54180 -	OTHER SUPPLIES	230.25	4,339.20
G	G3638124	SEWER PUMPING CS G -36-3-8120-4-54320 -	TOOLS	228.00	.00
G	G3638124	SEWER PUMPING CS G -36-3-8120-4-54331 -	REPAIRS & MAINTENANCE	966.06	272.75
G	G3638124	SEWER PUMPING CS G -36-3-8120-4-54510 -	REPAIRS & MAINTENANCE	60.00	.00
G	G3638124	SEWER PUMPING CS G -36-3-8120-4-54520 -	GAS & OIL	502.03	2.44
G	G3638124	SEWER PUMPING CS G -36-3-8120-4-54610 -	REPAIRS & MAINTENANCE	1,451.99	94.09
G	G3731914	LIABILITY INSURANC G -37-3-1910-4-54773 -	LIABILITY INSURANCE	82,035.80	6,199.20
G	G3739068	HOSPITALIZATION G -37-3-9060-8-58010 -	HOSPITALIZATION	22,303.90	3,810.22
FUND TOTAL			109,598.23		
CASH ACCOUNT A 1200 BALANCE 30,566.74 **WARNING - INSUFFICIENT CASH BALANCE					
P	P3426424	SAD CONT SERV P -34-2-6420-4-54711 -	ADMINISTRATION	500.00	500.00
FUND TOTAL			500.00		
CASH ACCOUNT A 1200 BALANCE 30,566.74					
WARRANT SUMMARY TOTAL			3,412,253.34		
GRAND TOTAL			3,412,253.34		

## WARRANT LIST BY VOUCHER

WARRANT: 24FEB1 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209815	8027 3 RINGS PTS, LLC		208052	240002	INV	02/06/2024	1,196.25	01/06/2024
	INVOICE: 01095							
209816	8027 3 RINGS PTS, LLC		208053	240002	INV	02/06/2024	3,600.00	01/16/2024
	INVOICE: 01093							
209817	8027 3 RINGS PTS, LLC		208054	240002	INV	02/06/2024	4,200.00	01/13/2023
	INVOICE: 01097							
209818	7969 ABSOLUTE PEST CONTROL, INC.		208055	240036	INV	02/06/2024	36.00	119331
	INVOICE: 639041							
209819	7969 ABSOLUTE PEST CONTROL, INC.		208056	240036	INV	02/06/2024	40.50	119331
	INVOICE: 638163							
209820	7969 ABSOLUTE PEST CONTROL, INC.		208057	240036	INV	02/06/2024	54.00	119331
	INVOICE: 638157							
209821	7969 ABSOLUTE PEST CONTROL, INC.		208058	240036	INV	02/06/2024	54.00	119331
	INVOICE: 639040							
209822	7969 ABSOLUTE PEST CONTROL, INC.		208059	240036	INV	02/06/2024	63.00	119331
	INVOICE: 638889							
209823	7969 ABSOLUTE PEST CONTROL, INC.		208060	240036	INV	02/06/2024	63.00	119331
	INVOICE: 638895							
209824	7969 ABSOLUTE PEST CONTROL, INC.		208061	240036	INV	02/06/2024	72.00	119331
	INVOICE: 638167							
209825	7969 ABSOLUTE PEST CONTROL, INC.		208062	240037	INV	02/06/2024	599.00	119318
	INVOICE: 638451							
209826	4140 ACCURATE PEST CONTROL		208063		INV	02/06/2024	60.00	100007
	INVOICE: 12247							
209827	2785 ADIRONDACK TIRE CORP		208064	240019	INV	02/06/2024	760.08	S1100
	INVOICE: 208064							
209828	31 ALLERDICE BUILDING SUPPLY		208065		INV	02/06/2024	6.44	271
	INVOICE: 2401-272673							
209829	31 ALLERDICE BUILDING SUPPLY		208066		INV	02/06/2024	14.39	271
	INVOICE: 2401-273706							
209830	31 ALLERDICE BUILDING SUPPLY		208067		INV	02/06/2024	17.09	271
	INVOICE: 2401-261362							
209831	31 ALLERDICE BUILDING SUPPLY		208068		INV	02/06/2024	20.00	271

## WARRANT LIST BY VOUCHER

WARRANT: 24FEB1 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
INVOICE: 2401-273386								
209832	31 ALLERDICE	BUILDING SUPPLY	208069		INV	02/06/2024	21.95	271
INVOICE: 2401-2725593								
209833	31 ALLERDICE	BUILDING SUPPLY	208070		INV	02/06/2024	25.17	271
INVOICE: 2401-272665								
209834	31 ALLERDICE	BUILDING SUPPLY	208071		INV	02/06/2024	26.87	271
INVOICE: 2401-257903								
209835	31 ALLERDICE	BUILDING SUPPLY	208072		INV	02/06/2024	35.98	271
INVOICE: 2401-260932								
209836	31 ALLERDICE	BUILDING SUPPLY	208073		INV	02/06/2024	35.98	271
INVOICE: 2401-267778								
209837	31 ALLERDICE	BUILDING SUPPLY	208074		INV	02/06/2024	38.36	271
INVOICE: 2401-264272								
209838	31 ALLERDICE	BUILDING SUPPLY	208075		INV	02/06/2024	39.98	271
INVOICE: 2401-268385								
209839	31 ALLERDICE	BUILDING SUPPLY	208076		INV	02/06/2024	46.57	271
INVOICE: 2401-264056								
209840	31 ALLERDICE	BUILDING SUPPLY	208077		INV	02/06/2024	49.59	271
INVOICE: 2401-269502								
209841	31 ALLERDICE	BUILDING SUPPLY	208078		INV	02/06/2024	49.98	271
INVOICE: 2401-260957								
209842	31 ALLERDICE	BUILDING SUPPLY	208079		INV	02/06/2024	55.03	271
INVOICE: 2401-273104								
209843	31 ALLERDICE	BUILDING SUPPLY	208080		INV	02/06/2024	58.08	271
INVOICE: 2401-264057								
209844	31 ALLERDICE	BUILDING SUPPLY	208081		INV	02/06/2024	110.53	271
INVOICE: 2401-258515								
209845	31 ALLERDICE	BUILDING SUPPLY	208082		INV	02/06/2024	128.88	271
INVOICE: 2401-273433								
209846	31 ALLERDICE	BUILDING SUPPLY	208083		INV	02/06/2024	141.73	271
INVOICE: 2401-262096								
209847	31 ALLERDICE	BUILDING SUPPLY	208084		INV	02/06/2024	179.02	271
INVOICE: 2401-269420								

## WARRANT LIST BY VOUCHER

WARRANT: 24FEB1 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209848	31	ALLERDICE BUILDING SUPPLY	208085		INV	02/06/2024	201.58	271
INVOICE: 2401-271590								
209849	31	ALLERDICE BUILDING SUPPLY	208086		INV	02/06/2024	222.12	271
INVOICE: 2401-267634								
209850	31	ALLERDICE BUILDING SUPPLY	208087		INV	02/06/2024	743.97	271
INVOICE: 2401-269324								
209851	7550	AMAZON CAPITAL SERVICES, INC.	208088		INV	02/06/2024	1,154.24	A272JK82AK683L
INVOICE: 13YKK43MHR33								
209852	7550	AMAZON CAPITAL SERVICES, INC.	208089		INV	02/06/2024	35.72	A1VOYW9N1NCU0Y
INVOICE: 1MMLFX6XL7C6								
209853	7550	AMAZON CAPITAL SERVICES, INC.	208090		INV	02/06/2024	52.97	A272JK82AK683L
INVOICE: 1HKWLXVLP46P								
209854	7550	AMAZON CAPITAL SERVICES, INC.	208091		INV	02/06/2024	69.44	A272JK82AK683L
INVOICE: 1DFC4CX7N4DG								
209855	7550	AMAZON CAPITAL SERVICES, INC.	208092		INV	02/06/2024	100.96	A272JK82AK683L
INVOICE: 1MX1WP17TLNJ								
209856	7550	AMAZON CAPITAL SERVICES, INC.	208093		INV	02/06/2024	121.37	A1VOYW9N1NCU0Y
INVOICE: 1PVRKNYKLMRK								
209857	7550	AMAZON CAPITAL SERVICES, INC.	208094		INV	02/06/2024	226.70	A272JK82AK683L
INVOICE: 11FFFG9336WK								
209858	7550	AMAZON CAPITAL SERVICES, INC.	208095		INV	02/06/2024	358.98	A272JK82AK683L
INVOICE: 1M4P36JM3R9N								
209859	7550	AMAZON CAPITAL SERVICES, INC.	208096		INV	02/06/2024	367.91	A272JK82AK683L
INVOICE: 1HHTKFWX1G6C								
209860	7550	AMAZON CAPITAL SERVICES, INC.	208097		INV	02/06/2024	670.32	A272JK82AK683L
INVOICE: 11LM7XDD47NL								
209861	7550	AMAZON CAPITAL SERVICES, INC.	208098		INV	02/06/2024	857.99	A272JK82AK683L
INVOICE: 1MWY6Q4RK7HR								
209862	2013	AMERICAN ROCK SALT CO LLC	208099	240062	INV	02/06/2024	54,031.06	754552, 7706
INVOICE: 754119, 755179								
209863	2013	AMERICAN ROCK SALT CO LLC	208100	240062	INV	02/06/2024	59,113.49	752763, 007706-000
INVOICE: 752130, 752131								

## WARRANT LIST BY VOUCHER

WARRANT: 24FEB1 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209864	6950 AMSURE		208101		INV	02/06/2024	1,332,009.64	CITYSAR1
	INVOICE: 1326369							
209865	6950 AMSURE		208102		INV	02/06/2024	1,425.00	CITYSAR1
	INVOICE: 132957							
209866	6950 AMSURE		208103		INV	02/06/2024	32,044.86	CITYSAR1
	INVOICE: 132384							
209867	6950 AMSURE		208104		INV	02/06/2024	229,913.00	CITYSAR1
	INVOICE: 132636							
209868	6950 AMSURE		208105		INV	02/06/2024	245,644.00	CITYSAR1
	INVOICE: 132633							
209869	6950 AMSURE		208106		INV	02/06/2024	275.00	CITYSAR1
	INVOICE: 132640							
209870	6950 ADIRONDACK TRUST COMPANY FINANCIAL S		208107		INV	02/06/2024	876,492.47	132368
	INVOICE: 132367							
209871	4985 AXON ENTERPRISE, INC.		208108		INV	02/06/2024	238,965.02	144968
	INVOICE: INUS214950							
209872	7181 JARROD BELGRAVE		208109		INV	02/06/2024	220.00	1/15-1/20/2024
	INVOICE: 208109							
209873	7181 JARROD BELGRAVE		208110		INV	02/06/2024	245.00	01/27/2024
	INVOICE: 208110							
209874	1314 BONACIO CONSTRUCTION INC		208111		INV	02/06/2024	2,272.35	C1783
	INVOICE: 118296							
209875	6284 CHRISTOPHER CALLAHAN		208112		INV	02/06/2024	537.85	CLOTHING REIMB
	INVOICE: 208112							
209876	9304 CAPITAL REGION PARKS AND RECREATION		208113		INV	02/06/2024	50.00	SMALL AGNECY DUES
	INVOICE: 2024 MEMBERSHIP							
209877	417 CASELLA WASTE SERVICES		208114		INV	02/06/2024	946.50	28-34321 0
	INVOICE: 2499306							
209878	128 CITY CENTER PETTY CASH		208115		INV	02/06/2024	30.78	ADVANCED AUTO
	INVOICE: 01/12/2024							
209879	5853 CONFIDATA		208116		INV	02/06/2024	60.00	CITYSARATO
	INVOICE: 95757							
209880	5060 LLOYD DAVIS JR		208117		INV	02/06/2024	700.00	CLOTHING REIMB

## WARRANT LIST BY VOUCHER

WARRANT: 24FEB1 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
INVOICE: 208117								
209881	160 DE CRESCENTE DISTRIBUTING CO		208118		INV	02/06/2024	131.72	S0805
INVOICE: 1791023								
209882	1850 DLT SOLUTIONS INC		208119	240015	INV	02/06/2024	4,611.90	SSP04
INVOICE: SI636967								
209883	1850 DLT SOLUTIONS INC		208120	240015	INV	02/06/2024	395.00	SSP04
INVOICE: SI637810								
209884	172 ELECTRONIC OFFICE PRODUCTS		208121		INV	02/06/2024	540.00	SSCI20
INVOICE: 51444								
209885	8753 EPLUS TECHNOLOGY		208122	240025	INV	02/06/2024	1,289.32	SMP-COS003
INVOICE: V2801359								
209886	4902 TIM FELTON		208123		INV	02/06/2024	245.00	SSPD
INVOICE: 01/04/2024								
209887	5084 FERGUSON WATERWORKS #576		208124	240047	INV	02/06/2024	1,170.20	14480
INVOICE: 1138338								
209888	5084 FERGUSON WATERWORKS #576		208125	240047	INV	02/06/2024	1,650.00	14480
INVOICE: 1204399								
209889	5084 FERGUSON WATERWORKS #576		208126	240047	INV	02/06/2024	4,199.86	14480
INVOICE: 1198596								
209890	5084 FERGUSON WATERWORKS #576		208127	240047	INV	02/06/2024	984.90	14480
INVOICE: 1204385								
209891	9528 FLOCK GROUP, INC.		208128	240033	INV	02/06/2024	37,800.00	01/01/2024
INVOICE: INV-28932								
209892	183 FRANKLIN COMMUNITY CENTER		208129		INV	02/06/2024	17,000.00	01/02/2024
INVOICE: 4890								
209893	6556 ADAM FRENCH		208130		INV	02/06/2024	250.00	TRAINING REIMB
INVOICE: 208130								
209895	3084 F W WEBB COMPANY		208131		INV	02/06/2024	47.64	57289
INVOICE: 84203148								
209896	3084 F W WEBB COMPANY		208132		INV	02/06/2024	72.72	57289
INVOICE: 208132								
209897	3084 F W WEBB COMPANY		208133		INV	02/06/2024	110.21	57289
INVOICE: 84138682								

## WARRANT LIST BY VOUCHER

WARRANT: 24FEB1 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209898	3084 F W WEBB COMPANY		208134		INV	02/06/2024	228.00	57289
	INVOICE: 84159591							
209900	2421 G A BOVE & SONS INC		208135		INV	02/06/2024	112.06	1003133
	INVOICE: 193140							
209901	9318 GLOCK PROFESSIONAL, INC.		208136		INV	02/06/2024	2,750.00	SSPD TRAINING
	INVOICE: 208136							
209902	189 GRAINGER		208137		INV	02/06/2024	183.84	845177179
	INVOICE: 208137							
209903	205 HIRAM HOLLOW REGENERATION CORP		208138		INV	02/06/2024	396.51	90-00047 2
	INVOICE: 692386							
209905	7831 H L GAGE SALES INC		208140	240041	INV	02/06/2024	1,151.63	11534
	INVOICE: 01P113030							
209906	7831 H L GAGE SALES INC		208141	240041	INV	02/06/2024	1,252.50	11534
	INVOICE: 01P111824							
209907	7831 H L GAGE SALES INC		208142	240041	INV	02/06/2024	1,870.80	11534
	INVOICE: 01P112056							
209908	7831 H L GAGE SALES INC		208143	240041	INV	02/06/2024	2,262.02	11534
	INVOICE: 01P112780							
209909	7831 H L GAGE SALES INC		208144	240041	INV	02/06/2024	243.97	11534
	INVOICE: 01P111806							
209910	7831 H L GAGE SALES INC		208145	240041	INV	02/06/2024	251.87	11534
	INVOICE: 01P111856							
209911	7831 H L GAGE SALES INC		208146	240041	INV	02/06/2024	278.66	11534
	INVOICE: 01P112264							
209912	7831 H L GAGE SALES INC		208147	240041	INV	02/06/2024	326.65	11534
	INVOICE: 01P111783							
209913	7831 H L GAGE SALES INC		208148	240041	INV	02/06/2024	338.31	11534
	INVOICE: 01P112263							
209914	7831 H L GAGE SALES INC		208149	240041	INV	02/06/2024	520.73	11534
	INVOICE: 01P111496							
209915	7831 H L GAGE SALES INC		208150	240041	INV	02/06/2024	520.73	11534
	INVOICE: 01P111752							

## WARRANT LIST BY VOUCHER

WARRANT: 24FEB1 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209916	7831	H L GAGE SALES INC	208151	240041	INV	02/06/2024	607.13	11534
	INVOICE:	01P112760						
209918	202	HOLLAND CO INC	208153	240053	INV	02/06/2024	12,926.46	55747
	INVOICE:	PI-25588						
209919	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208154		INV	02/06/2024	7.94	6035322504016258
	INVOICE:	3026051						
209920	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208155		INV	02/06/2024	25.84	6035322504016258
	INVOICE:	9262012						
209921	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208156		INV	02/06/2024	35.48	6035322504016258
	INVOICE:	8028161						
209922	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208157		INV	02/06/2024	51.45	6035322504016258
	INVOICE:	9262013						
209923	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208158		INV	02/06/2024	55.71	6035322504016258
	INVOICE:	1027823						
209924	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208159		INV	02/06/2024	68.22	6035332504016258
	INVOICE:	9028017						
209925	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208160		INV	02/06/2024	76.44	6035322504016258
	INVOICE:	9028010						
209926	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208161		INV	02/06/2024	82.80	6035322504016258
	INVOICE:	262004						
209927	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208162		INV	02/06/2024	88.45	6035322504016258
	INVOICE:	9026564						
209928	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208163		INV	02/06/2024	130.27	6035322504016258
	INVOICE:	4273898						
209930	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208165		INV	02/06/2024	165.83	6035322504016258
	INVOICE:	7261949						
209933	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208167		INV	02/06/2024	167.41	6035322504016258
	INVOICE:	9261916						
209935	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208169		INV	02/06/2024	179.00	6035322504016258
	INVOICE:	262003						
209936	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208170		INV	02/06/2024	180.99	6035322504016258
	INVOICE:	9274000						
209937	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208171		INV	02/06/2024	239.85	6035322504016258



## WARRANT LIST BY VOUCHER

WARRANT: 24FEB1 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
INVOICE: 4512027								
209938	2439	HOME DEPOT/MAINTENANCE WAREHOUSE	208172		INV	02/06/2024	279.00	6035322504016258
INVOICE: 1273980								
209939	2747	HOMETOWN AUTO GLASS	208173		INV	02/06/2024	565.00	CSDPW
INVOICE: I0041463								
209941	8977	ICC CDS, LLC	208174		INV	02/06/2024	24,325.50	SA0110
INVOICE: CMS0025464								
209942	982	ANTHONY J IZZO	208175		INV	02/06/2024	75.00	TRAINING REIMB
INVOICE: 208175								
209943	7756	ALPHONSE LAMBERT	208176		INV	02/06/2024	90.00	01/27/2024
INVOICE: 208176								
209944	7756	ALPHONSE LAMBERT	208177		INV	02/06/2024	355.00	1/15, 1/16, 1/20/2024
INVOICE: 208177								
209945	4880	KATHY LANFEAR	208178		INV	02/06/2024	65.00	TRIAD SPORTS REIMB
INVOICE: 208178								
209947	9209	QUINN LEFFLER	208179		INV	02/06/2024	357.97	CLOTHING REIMB
INVOICE: 208179								
209948	8168	MAG AUTOMOTIVE HOLDINGS OF SARATOGA,	208180		INV	02/06/2024	146.82	447053/5873550
INVOICE: 77229F								
209949	9538	MATT EPISCOPO ENTERPRISES INC.	208181		INV	02/06/2024	900.00	01/24/2024
INVOICE: INV_000170								
209950	7261	MCNEIL & COMPANY, INC.	208182		INV	02/06/2024	1,207.00	MECP10551000
INVOICE: 3633211								
209951	7261	MCNEIL & COMPANY, INC.	208183		INV	02/06/2024	14,984.00	MEIM08045011
INVOICE: 3634211								
209952	7261	MCNEIL & COMPANY, INC.	208184		INV	02/06/2024	34,348.00	MEUM08090911
INVOICE: 3635211								
209953	7261	MCNEIL & COMPANY, INC.	208185		INV	02/06/2024	68,458.00	MEPK08144511
INVOICE: 3632211								
209954	6965	MIRABITO ENERGY PRODUCTS	208186		INV	02/06/2024	502.03	910811
INVOICE: 73548, 73549								
209955	6615	MORR-IS-STORED	208187		INV	02/06/2024	135.00	01/01/2024
INVOICE: 194238								

## WARRANT LIST BY VOUCHER

WARRANT: 24FEB1 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209956	6960	MORTON SALT, INC INVOICE: 5402973451	208188	240058	INV	02/06/2024	7,007.75	3682618
209957	9505	N&S SUPPLY, LLC INVOICE: S5890935.001	208189		INV	02/06/2024	11.05	01/02/2024
209958	6487	JEFF NADEAU INVOICE: 208190	208190		INV	02/06/2024	285.00	01/27/2024
209959	6487	JEFF NADEAU INVOICE: 208191	208191		INV	02/06/2024	490.00	1/16,1/18, 1/20/2024
209960	5237	NAPA AUTO PARTS, SARATOGA AUTO SUPPL INVOICE: 909120	208192	240040	INV	02/06/2024	13.32	4305
209961	5237	NAPA AUTO PARTS, SARATOGA AUTO SUPPL INVOICE: 910111	208193	240040	INV	02/06/2024	15.96	4305
209962	5237	NAPA AUTO PARTS, SARATOGA AUTO SUPPL INVOICE: 911144	208194	240040	INV	02/06/2024	51.31	4305
209963	5237	NAPA AUTO PARTS, SARATOGA AUTO SUPPL INVOICE: 910337	208195	240040	INV	02/06/2024	57.99	4305
209964	5237	NAPA AUTO PARTS, SARATOGA AUTO SUPPL INVOICE: 910015	208196	240040	INV	02/06/2024	59.52	4305
209965	5237	NAPA AUTO PARTS, SARATOGA AUTO SUPPL INVOICE: 909501	208197	240040	INV	02/06/2024	172.53	4305
209966	5237	NAPA AUTO PARTS, SARATOGA AUTO SUPPL INVOICE: 909502	208198	240040	INV	02/06/2024	172.53	4305
209968	5237	NAPA AUTO PARTS, SARATOGA AUTO SUPPL INVOICE: 909679, 911015	208200	240040	INV	02/06/2024	655.86	4305
209969	7582	NATIONAL BUSINESS LEASING A PROGRAM INVOICE: 81705451	208201		INV	02/06/2024	175.93	1120923
209970	296	NEW YORK FIRE & SECURITY INVOICE: 21036	208202		INV	02/06/2024	489.95	01/09/2024
209971	307	NEW YORK PLANNING FEDERATION INVOICE: 17548	208203		INV	02/06/2024	350.00	2024 DUES
209972	9291	NEW YORK STATE SHERIFFS' ASSOCIATION INVOICE: 4363	208204	240070	INV	02/06/2024	1,600.00	01/18/2024

## WARRANT LIST BY VOUCHER

WARRANT: 24FEB1 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
209973	9507	PATRICK NEWELL	208205		INV	02/06/2024	90.00	01/17/2024
	INVOICE: 208205							
209975	9507	PATRICK NEWELL	208206		INV	02/06/2024	135.00	01/24-01/27/2024
	INVOICE: 208206							
209976	4614	NORTHERN ADIRONDACK CODE ENFORCEMENT	208207		INV	02/06/2024	470.00	J. DONNELLY III
	INVOICE: 03/04-03/07/2024							
209977	300	NYS ASSOCIATION CHIEFS OF POLICE	208208		INV	02/06/2024	250.00	WARFIELD
	INVOICE: 5749							
209978	1816	PEACHTREE DATA, INC	208209		INV	02/06/2024	130.00	CIT008
	INVOICE: P174575							
209979	7753	STEPHEN PORTO	208210		INV	02/06/2024	16.26	WALMART REIMB
	INVOICE: 208210							
209980	7753	STEPHEN PORTO	208211		INV	02/06/2024	18.74	ALDI & BEVS REIMB
	INVOICE: 208211							
209981	7753	STEPHEN PORTO	208212		INV	02/06/2024	119.97	BJ'S REIMBURSEMENT
	INVOICE: 208212							
209982	9158	PURE WATER PARTNERS LLC	208213		INV	02/06/2024	130.00	700-34949-1
	INVOICE: 1636882							
209983	5607	NANCY RAVENA	208214		INV	02/06/2024	500.00	JAN 2024
	INVOICE: 208214							
209984	6071	RICK RAGS	208215		INV	02/06/2024	300.00	01/05/2024
	INVOICE: 57564							
209986	223	RICOH USA, INC	208217	230217	INV	02/06/2024	75.79	323252-3758017US2
	INVOICE: 107911075							
209987	223	RICOH USA, INC	208218		INV	02/06/2024	133.12	323252-1023244A6
	INVOICE: 107921392							
209988	16	SARATOGA COUNTY TREASURER	208219		INV	02/06/2024	750.00	01/31/2024 CONFERENCE
	INVOICE: 208219							
209989	405	SARATOGA ECONOMIC DEVELOPMENT CORP	208220		INV	02/06/2024	500.00	01/19/2024
	INVOICE: 2024M-91							
209990	371	SARATOGA QUALITY HARDWARE	208221		INV	02/06/2024	6.99	4345
	INVOICE: 2401-245726							
209991	371	SARATOGA QUALITY HARDWARE	208222		INV	02/06/2024	48.64	4345

## WARRANT LIST BY VOUCHER

WARRANT: 24FEB1 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
INVOICE: 2401-245722								
209992	371	SARATOGA QUALITY HARDWARE	208223		INV	02/06/2024	120.60	2401-249272
INVOICE: 2401-247241								
209994	158	DOWNTOWN BUSINESS ASSOCIATION	208224		INV	02/06/2024	595.00	01/01/2024
INVOICE: 2024-0125								
209995	4291	SHAW TRUCK REPAIR INC	208225		INV	02/06/2024	1,535.17	01/09/2024
INVOICE: 140340								
209996	4291	SHAW TRUCK REPAIR INC	208226		INV	02/06/2024	209.94	01/04/2024
INVOICE: 140305								
209997	9254	WILLIAM SHELDON	208227		INV	02/06/2024	135.00	01/20/2024
INVOICE: 208227								
209998	5277	SHI - SOFTWARE HOUSE INTERNATIONAL	208228	240010	INV	02/06/2024	2,078.98	1075974
INVOICE: B17803320								
209999	907	SIEWERT EQUIPMENT CO INC	208229		INV	02/06/2024	1,451.99	204426
INVOICE: ROCH25708								
210000	907	SIEWERT EQUIPMENT CO INC	208230		INV	02/06/2024	805.73	204426
INVOICE: ROCH25793								
210001	1021	SLACK CHEMICAL CO INC	208231	240045	INV	02/06/2024	3,658.50	2585
INVOICE: 465517								
210002	407	STANLEY PAPER CO INC	208232		INV	02/06/2024	925.22	1136000006
INVOICE: 597858								
210003	2237	STAPLES BUSINESS ADVANTAGE	208233		INV	02/06/2024	5.68	1005296
INVOICE: 3557740458								
210004	2237	STAPLES BUSINESS ADVANTAGE	208234		INV	02/06/2024	46.30	1016990
INVOICE: 3556722305								
210005	2237	STAPLES BUSINESS ADVANTAGE	208235		INV	02/06/2024	49.22	1016990
INVOICE: 3557313977								
210006	2237	STAPLES BUSINESS ADVANTAGE	208236		INV	02/06/2024	69.50	1005296
INVOICE: 3558080411								
210007	1137	STATE OF NY POLICE JUVENILE OFFICIER	208237		INV	02/06/2024	300.00	WARFIELD
INVOICE: 2024 DUES								
210008	806	STONE INDUSTRIES	208238	240028	INV	02/06/2024	220.00	R262356
INVOICE: 0572475								

## WARRANT LIST BY VOUCHER

WARRANT: 24FEB1 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
210009	7447	ANDREW STREIM INVOICE: 208239	208239		INV	02/06/2024	700.00	CLOTHING REIMB
210010	8155	SURVEYMONKEY INC. INVOICE: 45173116	208240		INV	02/06/2024	468.00	01/12/2024
210011	420	T & T SALES INC INVOICE: INV2130	208241		INV	02/06/2024	231.27	01/11/2024
210012	420	T & T SALES INC INVOICE: INV2073	208242		INV	02/06/2024	544.00	01/09/2024
210013	9251	THE MARIO CARDENAS GROUP LLC INVOICE: 219054#1	208243		INV	02/06/2024	31.48	01/06/2024
210014	430	TIMES UNION INVOICE: 4273480	208244		INV	02/06/2024	55.98	4273481
210015	3723	TRAVELERS INVOICE: 0107361686	208245		INV	02/06/2024	39,205.00	9874G9083
210016	8449	TYMETAL CORP INVOICE: 79387	208246		INV	02/06/2024	1,144.57	5528
210017	3096	PAUL VEITCH INVOICE: 208247	208247		INV	02/06/2024	328.50	CLOTHING REIMB
210018	1927	VERIZON INVOICE: 208248	208248		INV	02/06/2024	36.21	556766045000166
210019	5493	V I ENTERPRISES LTD INVOICE: 000369346	208249		INV	02/06/2024	117.71	1840
210020	5493	V I ENTERPRISES LTD INVOICE: 000368444	208250		INV	02/06/2024	179.95	1840
210021	5493	V I ENTERPRISES LTD INVOICE: 000369129	208251		INV	02/06/2024	183.60	1840
210022	7528	VISA INVOICE: 208252	208252		INV	02/06/2024	145.46	4121265990223856
210023	3346	W B MASON CO INC INVOICE: 243685846	208253		INV	02/06/2024	1,453.42	C1138768
210024	3346	W B MASON CO INC INVOICE: 243762993	208254		INV	02/06/2024	11.97	C2650013

## WARRANT LIST BY VOUCHER

WARRANT: 24FEB1 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
210025	3346 W B MASON CO INC	INVOICE: 243765383	208255		INV	02/06/2024	11.97	C2650013
210026	3346 W B MASON CO INC	INVOICE: 243958891	208256		INV	02/06/2024	19.95	C2650013
210027	3346 W B MASON CO INC	INVOICE: 243978620	208257		INV	02/06/2024	19.95	C2650013
210028	3346 W B MASON CO INC	INVOICE: 243585166	208258		INV	02/06/2024	23.94	C2650013
210029	3346 W B MASON CO INC	INVOICE: 243976620	208259		INV	02/06/2024	23.94	C2650013
210030	3346 W B MASON CO INC	INVOICE: 243976613	208260		INV	02/06/2024	29.93	C1067550
210031	3346 W B MASON CO INC	INVOICE: 243765995	208261		INV	02/06/2024	35.91	C2650013
210032	3346 W B MASON CO INC	INVOICE: 243764065	208262		INV	02/06/2024	77.13	C1067550
210033	3346 W B MASON CO INC	INVOICE: 243739683	208263		INV	02/06/2024	121.24	C1138768
210034	3346 W B MASON CO INC	INVOICE: 243886637	208264		INV	02/06/2024	165.18	C1067550
210036	458 WINCHIP DOOR CO INC	INVOICE: 56806	208266		INV	02/06/2024	415.00	01/05/2024
210037	1973 WOLBERG ELECTRICAL SUPPLY CO INC	INVOICE: 2643003	208267		INV	02/06/2024	15.04	13696
210038	1973 WOLBERG ELECTRICAL SUPPLY CO INC	INVOICE: 2643259	208268		INV	02/06/2024	32.96	13696
210039	1973 WOLBERG ELECTRICAL SUPPLY CO INC	INVOICE: 2644362	208269		INV	02/06/2024	33.54	13696
210040	1973 WOLBERG ELECTRICAL SUPPLY CO INC	INVOICE: 2645860	208270		INV	02/06/2024	38.82	13696
210041	1973 WOLBERG ELECTRICAL SUPPLY CO INC	INVOICE: 2645861	208271		INV	02/06/2024	40.76	13696
210042	1973 WOLBERG ELECTRICAL SUPPLY CO INC		208272		INV	02/06/2024	167.70	13696

## WARRANT LIST BY VOUCHER

WARRANT: 24FEB1 02/06/2024

VOUCHER	VENDOR	VENDOR NAME	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
INVOICE: 2644360								
210043	1973	WOLBERG ELECTRICAL SUPPLY CO INC	208273		INV	02/06/2024	233.88	13696
INVOICE: 2643773								
210044	408	YMCA OF SARATOGA	208274		INV	02/06/2024	1,040.00	JAN 2024
INVOICE: CM10115								
C1067550	3346	W B MASON CO INC	208265		INV	02/06/2024	250.26	C1067550
INVOICE: 243869442								
WARRANT TOTAL							3,412,253.34	

\*\* END OF REPORT - Generated by Yvette Johnson \*\*

## 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	02	5 02/06/2024	020624	TRCONSENT	BUA TRCONSENT	1	1			
1	A3011214	54233		MAYOR CONTRACTED SERVICES	DOWNTOWN BUSINESS ASSOC DUES		525.00	70.00	595.00	
	A	-30-1-1210-4-54233	-		DBA DUES FOR 24		02/06/2024			
2	A3011214	54110		MAYOR CONTRACTED SERVICES	OFFICE SUPPLIES		5,400.00	-70.00	5,330.00	
	A	-30-1-1210-4-54110	-		DBA DUES FOR 24		02/06/2024			
3	F3638334	54141		WATER TREATMNET PLANT CS	CHEMICALS		254,814.69	35,600.00	290,414.69	
	F	-36-3-8330-4-54141	-		COVER EXPENSES		02/06/2024			
4	F3638334	54330		WATER TREATMNET PLANT CS	REPAIRS & MAINTENANCE EQUIPMEN		60,000.00	-35,600.00	24,400.00	
	F	-36-3-8330-4-54330	-		COVER EXPENSES		02/06/2024			
5	A3638184	54719		TRANSFER STATION CS	PROF SERVICES LANDFILL LINE		16,500.00	5,100.00	21,600.00	
	A	-36-3-8180-4-54719	-		COVER EXPENSES		02/06/2024			
6	A3638184	54510		TRANSFER STATION CS	REPAIRS & MAINTENANCE VEHICLE		15,000.00	-5,100.00	9,900.00	
	A	-36-3-8180-4-54510	-		COVER EXPENSES		02/06/2024			
** JOURNAL TOTAL								0.00		



## BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: u257

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2024	2	5												
BUA	A3011214-54233				02/06/2024	TRCONSENT	020624	TRCONSENT		DOWNTOWN BUSINESS ASSOC DUES	5		70.00	
										DBA DUES FOR 24				
BUA	A3011214-54110				02/06/2024	TRCONSENT	020624	TRCONSENT		OFFICE SUPPLIES	5			70.00
										DBA DUES FOR 24				
BUA	F3638334-54141				02/06/2024	TRCONSENT	020624	TRCONSENT		CHEMICALS	5		35,600.00	
										COVER EXPENSES				
BUA	F3638334-54330				02/06/2024	TRCONSENT	020624	TRCONSENT		REPAIRS & MAINTENANCE EQUIPMEN	5			35,600.00
										COVER EXPENSES				
BUA	A3638184-54719				02/06/2024	TRCONSENT	020624	TRCONSENT		PROF SERVICES LANDFILL LINE	5		5,100.00	
										COVER EXPENSES				
BUA	A3638184-54510				02/06/2024	TRCONSENT	020624	TRCONSENT		REPAIRS & MAINTENANCE VEHICLE	5			5,100.00
										COVER EXPENSES				
										JOURNAL 2024/02/5	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 \*\*

## 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	02	2 02/06/2024	020624	AMENCONSE	BUA AMENCONSE	1 2				
1	H016	40511 1069	DEPARTMENT OF RECREATION		USE OF RESTRICTED FUND BALANCE		.00	-3,500.00	-3,500.00	
	H	-01-6-0000-0-40511	-1069		NAT GRID REBATE LED LIGHT REC	02/06/2024				
2	H3517114	54720 1069	PARK & CASINO		REC FACILITY DESIGN AND CONST		.00	3,500.00	3,500.00	
	H	-35-1-7110-4-54720	-1069		NAT GRID REBATE LED LIGHT REC	02/06/2024				
3	A094	42680	DPS SALE OF PROP & COMP FOR LOINSURANCE RECOVERY				.00	-32,551.00	-32,551.00	
	A	-09-4-0000-0-42680	-		RAVELERS SSFD AD ZD5461T	02/06/2024				
4	A3143122	52400	POLICE DEPARTMENT EQ CAP OUTLAVEHICLES				.00	32,551.00	32,551.00	
	A	-31-4-3120-2-52400	-		RAVELERS SSFD AD ZD5461T	02/06/2024				
** JOURNAL TOTAL								0.00		

## BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: u257

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2024	2	2												
BUA	H016-40511-1069				02/06/2024	AMENCONSE	020624	AMENCONSE		USE OF RESTRICTED FUND BALANCE 5				3,500.00
BUA	H3517114-54720-1069				02/06/2024	AMENCONSE	020624	AMENCONSE		NAT GRID REBATE LED LIGHT REC 5			3,500.00	
BUA	A094-42680				02/06/2024	AMENCONSE	020624	AMENCONSE		REC FACILITY DESIGN AND CONST 5				
BUA	A3143122-52400				02/06/2024	AMENCONSE	020624	AMENCONSE		NAT GRID REBATE LED LIGHT REC 5				32,551.00
BUA	A3143122-52400				02/06/2024	AMENCONSE	020624	AMENCONSE		INSURANCE RECOVERY 5				
BUA	A3143122-52400				02/06/2024	AMENCONSE	020624	AMENCONSE		RAVELERS SSFD AD ZD5461T 5			32,551.00	
BUA	A3143122-52400				02/06/2024	AMENCONSE	020624	AMENCONSE		VEHICLES 5				
BUA	A3143122-52400				02/06/2024	AMENCONSE	020624	AMENCONSE		RAVELERS SSFD AD ZD5461T 5				
													.00	.00
BUA	A-2960				02/06/2024	AMENCONSE	020624	AMENCONSE		APPROPRIATIONS				32,551.00
BUA	H-2960				02/06/2024	AMENCONSE	020624	AMENCONSE		APPROPRIATIONS				3,500.00
BUA	A-1510				02/06/2024	AMENCONSE	020624	AMENCONSE		ESTIMATED REVENUES			32,551.00	
BUA	H-1510				02/06/2024	AMENCONSE	020624	AMENCONSE		ESTIMATED REVENUES			3,500.00	
BUA	H-1510				02/06/2024	AMENCONSE	020624	AMENCONSE		SYSTEM GENERATED ENTRIES TOTAL			36,051.00	36,051.00
													36,051.00	36,051.00
													36,051.00	36,051.00

## BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND A-1510 A-2960	2024	2	2	02/06/2024	ESTIMATED REVENUES APPROPRIATIONS	32,551.00	32,551.00
						FUND TOTAL	32,551.00	32,551.00
H	CAPITAL PROJECTS FUND H-1510 H-2960	2024	2	2	02/06/2024	ESTIMATED REVENUES APPROPRIATIONS	3,500.00	3,500.00
						FUND TOTAL	3,500.00	3,500.00

\*\* END OF REPORT - Generated by Donna Woods \*\*



**New York State  
Parks, Recreation and  
Historic Preservation**

**KATHY HOCHUL**  
Governor

**ERIK KULLESEID**  
Commissioner

January 5, 2024

Jen Dunn  
Administer of Parks and Open Land  
City of Saratoga Springs  
474 Broadway, Suite 21  
Saratoga Springs, New York 12866

Re: Project #230112  
Railroad Run Trail Lighting Project

Dear Jen Dunn:

Congratulations on your recent notification that the above referenced project has been recommended for funding from the Recreational Trails Program (RTP). The Recreational Trails Program is a federal-aid program of the U.S. Department of Transportation's Federal Highway Administration (FHWA). In New York State, the RTP is administered by the Office of Parks, Recreation and Historic Preservation (OPRHP).

RTP funding is authorized in phases by FHWA, and expenses are only allowable for reimbursement after Federal authorization of the appropriate phase. Proceeding without Federal authorization may jeopardize Federal participation. Project schedules and budgets should be structured accordingly.

If you have not already been in contact with Danielle Dwyer, the OPRHP Regional Grants Administrator (RGA) in your region, you will be contacted soon. The first step in advancing your grant and your project is to meet with your RGA and become oriented to the program and its requirements. When you meet with your RGA, you will discuss preparation of a project scope, schedule, budget, performance measures, and work plan to ensure successful implementation of your project. For your reference, the New York State Guide to RTP grant procedures can be found at: <https://parks.ny.gov/grants/recreational-trails/default.aspx>

The execution of your contract is dependent upon receipt of an initial notice of federal authorization of funding from FHWA. In order to prepare for federal authorization, we have submitted your project for inclusion on the Statewide Transportation Improvement Program (STIP).

Please note that there will also be conditions required prior to commencement of work and others required to receive payment.

Prior to the commencement of construction, projects must meet state and federal requirements including, but not limited to, the National Environmental Policy Act, State Environmental Quality Review Act, and the

Uniform Act. More information on program requirements can be found in the New York State RTP Guide on OPRHP's website (link above).

In the coming year, New York will transition grantmaking activities from the Grants Gateway to the Statewide Financial System (SFS). It is important that organizations prepare for this transition by becoming familiar with how to use SFS (key information to help ensure a smooth transition can be found on the Grants Management webpage <https://grantsmanagement.ny.gov/transition-sfs>). If you have any questions, contact the SFS Help Desk at [Helpdesk@sfs.ny.gov](mailto:Helpdesk@sfs.ny.gov) or (855) 233-8363.

There are a number of conditions that must be met, and documents provided, before we can execute your contract. Your RGA can assist you with these:

- Contracts can only be executed with grant recipients that have been issued a Vendor Identification Number (VID) through the Statewide Financial System (SFS). If your organization has not yet been issued a VID, you can obtain one during the registration process in the Grants Gateway.
- All grant recipients must enroll in New York State's electronic payment program for vendors. Begin the process at <http://www.sfs.ny.gov>, click on Vendor Portal Login, then click on Sign in to the Vendor Portal. If you do not have a login, contact the SFS Help Desk.
- All not-for-profits must be current with filing all required annual written reports with the Attorney General's Charities Bureau, or the appropriate oversight Agency. In addition, all not-for-profits must be prequalified and maintain prequalification status during the life of the project.
- The following documentation needs to be provided to your RGA (when scanning documents to the RGA email, use short naming conventions to include application number and title of document being provided, i.e., App 123456\_boundary map, App 123456\_SEQR, App 123456\_EO16 Cert, etc.):
  1. Documentation of compliance with the requirements of the State Environmental Quality Review Act (SEQR).
  2. A signed, original authorizing resolution to accept grant funds and enter into and execute a contract and any long-term protection documents and other certifications, as required. Instructions and templates for the authorizing resolution are here: <https://parks.ny.gov/grants/consolidated-funding-app.aspx> under Grant Program Information.
  3. A signed Prevention of Sexual Harassment in the Workplace Policy certification (attached).
  4. A signed Non-Discrimination certification (attached).
  5. A signed certification under Executive Order 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia (attached)

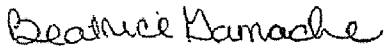
Once you have provided these documents to your RGA, and met all the required conditions, we can begin to develop your contract electronically.

OPRHP understands that there can be issues beyond your control that could affect your ability to supply these materials in a timely manner. OPRHP will certainly work with our grantees and can be flexible, but please understand that for every grant that is awarded and delayed, there is another worthy project that has

gone unfunded. Therefore, we expect that the above documentation to be supplied by **February 9, 2024**. If there is inaction on your part, we will be compelled to rescind your award and allocate it to another competitive project that is ready to go.

If you have any questions, do not hesitate to contact your RGA, Danielle Dwyer at (518) 584-2000.

Sincerely,

A handwritten signature in black ink that reads "Beatrice Gamache". The script is cursive and fluid.

Beatrice L. Gamache  
Director, Grants Bureau

Attachments (3)  
CC: Danielle Dwyer



**Contractor:** City of Saratoga Springs  
**Project Name:** Railroad Run Trail Lighting Project  
**Contract Number:** T230112GM

**Project Number:** 230112  
**REDC:** CD  
**County:** Saratoga

**CERTIFICATION BY CONTRACTOR**  
**PREVENTION OF SEXUAL HARASSMENT IN THE WORKPLACE POLICY**

As a condition of award by State Parks, the Contractor's Authorized Official certifies that the Contractor (1) has and has implemented a written policy addressing sexual harassment prevention in the workplace and such policy meets the minimum requirements of section two hundred one-g of the labor law and (2) provides annual sexual harassment prevention training to all of its employees.

In addition, the Contractor's Authorized Official certifies the Contractor will make best efforts to retain contractors and/or sub-contractors for grant-related work that also meet the provisions of (1) and (2) above.

Alternatively, if a Contractor cannot certify the foregoing, the Contractor's Authorized Official shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore.

*NOTE: Information, including model policy and training standards, is available on the New York State Department of Labor's website at:*

<https://www.ny.gov/combating-sexual-harassment-workplace/employers>

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

By signing, you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of the above certifications and that all information provided is complete, true and accurate.

**Contractor\***

Signed \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\*Must be signed by the same individual delegated signing authority by the Contractor in the Authorizing Resolution

**Contractor:** City of Saratoga Springs  
**Project Name:** Railroad Run Trail Lighting Project  
**Contract Number:** T230112GM

**Project Number:** 230112  
**REDC:** CD  
**County:** Saratoga

**CERTIFICATION BY CONTRACTOR**  
**NON-DISCRIMINATION**

Related to Executive Order 177

As a condition of award, the Contractor's Authorized Official certifies that Contractor does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

In addition, the Contractor's Authorized Official certifies the Contractor will make best efforts to retain contractors and/or sub-contractors for grant-related work that do not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

Alternatively, if a Contractor cannot certify the foregoing, the Contractor's Authorized Official shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore.

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

By signing, you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of the above certifications and that all information provided is complete, true and accurate.

**Contractor\***

Signed \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\*Must be signed by the same individual delegated signing authority by the Contractor in the Authorizing Resolution

**Contractor:** City of Saratoga Springs  
**Project Name:** Railroad Run Trail Lighting Project  
**Contract Number:** T230112GM

**Project Number:** 230112  
**REDC:** CD  
**County:** Saratoga

**Notary**

STATE OF NEW YORK )  
 ) SS.:  
County of \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public, State of New York

**Certification Under Executive Order No. 16**  
**Prohibiting State Agencies and Authorities from Contracting with**  
**Businesses Conducting Business in Russia**

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- ☐ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- ☐ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- ☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- ☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name:

(legal entity) \_\_\_\_\_

By:

(signature) \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Project ID: \_\_\_\_\_

## **RESOLUTION**

RESOLVED, that the City of Saratoga Springs applied for financial assistance from the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP") under the Recreational Trails Program, or Title 9 of the Environmental Protection Act of 1993, or other for the purpose of funding the Railroad Run Lighting Project.

RESOLVED, that the City of Saratoga Springs is authorized and directed to accept these grant funds in an amount not to exceed \$30,000 for the project described in the grant application;

RESOLVED, that the City of Saratoga Springs is authorized and directed to agree to the terms and conditions of the State of New York Contract for Grants ("Contract") with OPRHP for such Railroad Run Lighting Project.

RESOLVED, that the City of Saratoga Springs is authorized and directed to agree to the terms and conditions of any required deed of easement granted to OPRHP that affects title to real property owned by the municipality and improved by the grant funds, which may be a duly recorded public access covenant, conservation easement, and/or preservation covenant; and

RESOLVED, that the governing body of the municipality delegates signing authority to execute the Contract and any amendments thereto, any required deed of easement, and any other certifications to the individual(s) who hold(s) the following elected or appointed municipal

office(s) or employment position title(s): Mayor, Deputy Mayor, and/or Administrator of Parks, Open Lands and Historic Preservation.

### **CERTIFIED TRUE COPY**

I, Clerk of the City of Saratoga Springs, hereby certify that the foregoing is a full, true, and accurate copy of a resolution duly and regularly adopted by the governing body of the municipality, at a meeting duly and regularly held on [date], at which quorum was present throughout, and the required majority of the governing body voted in favor of this resolution. I further certify that this resolution is still in full force and effect and has not been revoked or modified.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature:

Clerk

January 2024

LOCAL LAW NO. 5 OF 2023  
A LOCAL LAW TO AMEND CHAPTER 240 OF  
THE CODE OF THE CITY OF SARATOGA SPRINGS, ENTITLED  
“UNIFIED DEVELOPMENT ORDINANCE”

BE IT ENACTED, by the City Council of the City of Saratoga Springs, in consideration of changes in the Unified Development Ordinance, as follows:

SECTION 1. Section III of Appendix C (5) of the Unified Development Ordinance, entitled “Weibel Plaza Commercial Planned Unit Development - Boundaries”, is hereby amended to read (new material underlined; old material in brackets):

Section III BOUNDARY

The acreage involved in the Weibel Plaza Commercial Planned Unit Development is 39.12+ acres and it is bounded and described in Appendix “A” attached hereto. The area is located on the City of Saratoga Springs northerly boundary with the Town of Wilton, and is situated on the southwest corner of the intersection of Weibel Avenue and Loudon Road in the City of Saratoga Springs, Saratoga County, New York. The [three] seven parcels involved in the site are listed on the City of Saratoga Springs Outside Tax District Map as Section 153, Block 1, Lot 4.1, Section 153.19, Block 2, Lot 23, Section 153, Block 1, Lot [5] 20.1, Section 153, Block 1, Lot 20.2, Section 153, Block 1, Lot 21.1, Section 153, Block 1, Lot 21.2, and Section 153, Block 1, Lot 18.

SECTION 2. Section XI of Appendix C (5) of the Unified Development Ordinance, entitled “Weibel Plaza Commercial Planned Unit Development – Expirations” is hereby amended to read (new material underlined; old material in brackets):

Section XI EXPIRATIONS

Planned Unit development zoning approval for this site shall expire if final PUD site plan approval for the first phase in Zone A is not granted by the Saratoga Springs Planning Board on or before July 1, 1994. Planned unit development zoning approval for Zone B shall expire if final PUD site plan approval for the first building in Zone B is not granted on or before July 1, [2012] 2035. The zoning for this site shall revert to the zoning districts in existence for this site at the time of the enactment of this legislation.

SECTION 3. Effective Date. This Local Law shall take effect immediately upon filing in the office of the Secretary of the State of New York, in accordance with section 27 of the Municipal Home Rule Law.

ADOPTED:

**CITY OF SARATOGA SPRINGS - VOUCHER**  
**474 BROADWAY SARATOGA SPRINGS, NY 12866**

2023

<b>DEPT/LOC</b>	<u>1000</u>	<b>DEPARTMENT</b>	<u>Mayor</u>
<b>VENDOR #</b>	<u>9532</u>	<b>VENDOR NAME</b>	<u>CapezzaHill, LLP</u>

**REMIT ADDRESS**      30 South Pearl Street, Suite P-110, Albany, New York 12207

PO#	FINAL	PARTIAL		
INVOICE # and ACCOUNT #	ORG	OBJECT	PROJECT	\$ AMOUNT
Invoice No.: 01140 1.9.2024  Per City Council Approval 3.21.2023	A3011424	54720		\$2,291.00
<b>RECEIVED BY:</b>			<b>TOTAL</b>	<b>\$2,291.00</b>

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.

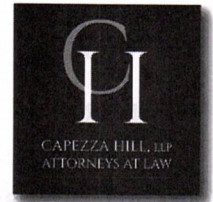
The Commissioner of Accounts audits and certifies this purchase is in conformity with appropriate standards and procedures by affixing his/her signature to the warrant report approved by City Council in accordance with the City Purchasing Policy.

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.

*JoAnne Kiernan*  
1/29/2024



**Capezza Hill, LLP**  
30 South Pearl Street  
P-110  
Albany, NY 12207  
United States  
518-478-6065



**Lisa Shields**

**Balance** \$2,291.00  
**Invoice #** 01140  
**Invoice Date** January 9, 2024  
**Payment Terms**  
**Due Date**

---

### Lisa Shields (Subpoena Response)

#### Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
02/19/2023	BH	Telephone Call	Call w/ client re background.	\$395.00	0.7	\$276.50
02/19/2023	BH	Telephone Call	Call w/ Karl S. re subpoena background.	\$395.00	0.2	\$79.00
02/21/2023	BH	Telephone Call	Call w/ Karl S. re representation.	\$395.00	0.2	\$79.00
02/22/2023	BH	Phone Call	Call w Rick sawyer re subpoena	\$395.00	0.1	\$39.50
03/02/2023	BH	Phone Call	Call w/ Tony Izzo re Lisa Shields.	\$395.00	0.1	\$39.50
03/03/2023	BH	Meeting	Meeting w client in Saratoga	\$395.00	2.3	\$908.50
03/03/2023	BH	Phone Call	VM to rick Sawyer.	\$395.00	0.1	\$39.50
03/03/2023	BH	Phone Call	Call w/ Rick Sawyer re subpoena and emails re same.	\$395.00	0.3	\$118.50
03/20/2023	BH	Phone Call	Call w/ client re responses.	\$395.00	0.4	\$158.00
03/22/2023	BH	Email	Emails w/ IT and client re uploads.	\$395.00	0.3	\$118.50
03/27/2023	BH	Email	Emails w/ Rick Sawyer re status.	\$395.00	0.1	\$39.50
03/28/2023	BH	Email	Emails w/ Rick Sawyer re meeting.	\$395.00	0.1	\$39.50
03/30/2023	BH	Phone Call	Call w/ Lisa Shields re subpoena response.	\$395.00	0.2	\$79.00
04/01/2023	BH	Email	Emails w/ Sam I.T. re search of docs.	\$395.00	0.1	\$39.50
04/06/2023	BH	Phone Call	Call w client	\$395.00	0.1	\$39.50
04/11/2023	BH	Review	Review search program and emails w/ AMF re same.	\$395.00	0.2	\$79.00
04/28/2023	BH	Email	Emails w/ E-discovery vendor.	\$395.00	0.2	\$79.00
05/11/2023	BH	Email	Emails w/ AAG Rick sawyer.	\$395.00	0.1	\$39.50

Totals: 5.8 \$2,291.00

Supervisor Gaston reported she will be attending the CORE pre-conference the first week in May. They met last week and discussed affordable housing and how redlining has affected communities.

Matt Veitch

Supervisor Veitch announced Lieutenant Colonel Clarence Dart from Saratoga Springs was honored as the deceased veteran of the month.

#### Saratoga County Sewer Pump Station Upgrades

Supervisor Veitch reported they voted on the upgrades to pump station number one. There will be new piping, a new roof, build of the pumps, and well and manhole replacement for a total of \$4 million dollars.

#### Saratoga County Summer Youth Employment Program

Supervisor Veitch reported high school students will be able to participate again this year. He will e-mail the commissioners so that if they wish to take advantage of this program they will have the information to do so.

#### Updating the County Seal

Supervisor Veitch reported the County seal will be updated by upgrading the text and changing the image so the cannon appears in the back rather than the front of the image. The scene will look a little different.

\*\* The City Council recessed at 9:01 p.m.

\*\* The City Council returned at 9:14 p.m.

### **MAYOR'S DEPARTMENT**

#### Proclamation: City Center 40<sup>th</sup> Anniversary

This item was addressed earlier in the evening.

#### Discussion and Vote: Award of \$150,000 Mayor's Non-Profit Grant (23-134)

**Mayor Kim moved and Commissioner Moran seconded to award \$150,000 to Pitney Meadows Community Farm Investment and solar infrastructure project to support the installation of a solar panel grid that will provide a public benefit to Saratoga Springs and its residents equal to or greater than the amount of the grant.**

Commissioner Moran asked if the solar will offset the energy used by the farm or will it be used to produce excess.

Pitney stated it will not be producing extra, the farm will use or store it all.

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

#### Discussion and Vote: Resolution Approving Counsel Fees for Former Deputy of DPS Finneran and Former Deputy Mayor Shields (23-135)

**Mayor Kim moved and Commissioner Moran seconded to approve the resolution as follows:**



Time Entry Sub-Total:	\$2,291.00
<b>Sub-Total:</b>	<b>\$2,291.00</b>
<b>Total:</b>	<b>\$2,291.00</b>
<b>Amount Paid:</b>	<b>\$0.00</b>
<b>Balance Due:</b>	<b>\$2,291.00</b>

**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**, two former Deputy Council members of this City, Eileen Finneran and Lisa Shields, have 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 the two former members' terms of public service, and the two former Deputies have requested representation by private counsel of their separate 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 the two former Deputies, and

**WHEREAS**, this Council desires to provide the two former Deputies 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 Deputies Eileen Finneran and Lisa Shields private attorneys' fees in initial amounts of not more than Nine Thousand Dollars (\$9,000) for Eileen Finneran and Eight Thousand Six Hundred and Twenty-five Dollars (\$8,625) for Lisa Shields, for legal advice and representation in responding to the subpoenas served upon them by the Attorney General's Office.
2. The private attorneys representing the two Deputies 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, the two Deputies 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.

Mayor Kim advised the amounts spent year to date are: for former Mayor Kelly is \$20,528; for former Commissioner Robin Dalton is \$15,755; for former Deputy Mayor Shields is \$8,625; and for former Deputy Commissioner Eileen Finneran is \$9,000; for total of \$63,625. This is for collection of data and investigation at this point.

Commissioner Sanghvi asked if there is a cap that can be placed on this.

Mayor Kim advised the City asked for estimates, which have been pretty accurate to date.

Tony Izzo, city attorney stated a local legislative body does have the power to review if reasonable.

Commissioner Montagnino confirmed the City is responsible for their defense as well as indemnification.

Tony advised that is true.

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

Discussion and Vote: Resolution on Municipal Liability

**Mayor Kim moved and Commissioner Moran seconded to approve the resolution on municipality liability as follows:**

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

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

**WHEREAS**, on or about February 22, 2023, James Montagnino, filed a Summons for alleged violations of the Penal Law, naming as a defendant Chandler M. Hickenbottom, a person in attendance at a City Council meeting held on February 7, 2023. James Montagnino made this filing of alleged criminal information unilaterally, without City Council discussion, and without an authorization or a vote from the City Council, and;

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, by-law, 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, this Council resolved in several resolutions during 2022 and 2023 to provide to Meg Kelly private attorneys' fees, as well as expenses, for legal advice and representation in responding to the subpoenas served upon her by the Attorney General's Office. Each of those resolutions was reviewed and issued with conditions concerning documentation and reasonableness.

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 Twelve Thousand Three Hundred and Seventy-Eight Dollars (\$12,378.00), to be used in responding to the subpoena served upon her by the Attorney General's Office. Said amounts are hereby authorized to be paid from 2023 funds in addition to the amounts previously authorized by resolutions of this Council for such purposes.
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 additional requests and if found reasonable shall provide such additional fees and expenses by further resolution.

DATED:

Ayes

Nays

CITY COUNCIL OF THE CITY OF  
SARATOGA SPRINGS, NEW YORK

---

By: Dillon Moran, City Clerk





FED. ID 16-1021918

7/14/2023  
Billed Through 6/30/2023  
Statement No. 221901

Meg Kelly

**19227-00001 / NYSAG Inquiry**

**Professional Fees**

			Hours	Rate	Amount
06/13/2023	KJS	Communications w/ government's attorney; tele. conf. w/ client re: same.	0.30	395.00	118.50
06/14/2023	KJS	Communications w/ NYAG, client re: upcoming processes.	0.30	395.00	118.50

Sub-total Fees:                      \$237.00

**Rate Summary**

KARL J. SLEIGHT

	0.60 hours at \$395.00/hr	237.00
Total hours:	<u>0.60</u>	

Total Current Billing: \$237.00

Previous Balance Due: \$5,047.00

Total Now Due:                      \$5,284.00

***\*Please include Statement No. on remittance***



FED. ID 16-1021918

Meg Kelly

5/11/2023  
Billed Through 4/30/2023  
Statement No. 215660

19227-00001 / NYSAG Inquiry

**Professional Fees**

			Hours	Rate	Amount
03/03/2023	KJS	Communications w/ client re: status of matter; communication w/ other counsel.	0.20	395.00	79.00
04/07/2023	KJS	Communications w/ client re: various issues.	0.20	395.00	79.00
Sub-total Fees:					\$158.00

**Rate Summary**

KARL J. SLEIGHT

	0.40 hours at \$395.00/hr	158.00
Total hours:	0.40	

Total Current Billing: \$158.00

Previous Balance Due: \$4,652.00

Total Now Due: \$4,810.00

*\*Please include Statement No. on remittance*





FED. ID 16-1021918

Meg Kelly

2/10/2023  
Billed Through 1/31/2023  
Statement No. 207018

**19227-00001 / NYSAG Inquiry**

**Professional Fees**

			Hours	Rate	Amount
01/04/2023	KJS	Communications w/ client re: various issues; tele. conf. w/ T. Izzo re: various issues.	0.30	395.00	118.50
01/12/2023	KJS	Letter to City Attorney in response to request for forecast of fees and costs in representation of client.	0.60	395.00	237.00
01/17/2023	KJS	Communications w/ client re: various issues.	0.20	395.00	79.00
01/19/2023	KJS	Communications w/ NYAG re: mobile device.	0.10	395.00	39.50
Sub-total Fees:					\$474.00

**Rate Summary**

KARL J. SLEIGHT

	1.20 hours at \$395.00/hr	474.00
Total hours:	1.20	

Total Current Billing: \$474.00

Previous Balance Due: \$24,469.00

Total Now Due: \$24,943.00

***\*Please include Statement No. on remittance***



ATTORNEYS AT LAW

FED. ID 16-1021918

12/15/2022  
Billed Through 11/30/2022  
Statement No. 203548

Meg Kelly

19227-00001 / NYSAG Inquiry

Professional Fees

			Hours	Rate	Amount
11/01/2022	KJS	Prepare for and participate in session w/ client, C. Flemming re: document production issues; conference issues w/ C. Flemming.	2.20	395.00	869.00
11/01/2022	CRF	Attend meeting with M. Kelly and K. Sleight to discuss responsive content on cell phone.	1.50	325.00	487.50
11/02/2022	CRF	Analyze information from personal cell phone to determine responsiveness to NYAG subpoena. Produce draft report to share with K. Sleight.	5.40	325.00	1,755.00
11/04/2022	KJS	Tele. conf w/ counsel re: various issues.	0.20	395.00	79.00
11/11/2022	KJS	Communications w/ NYAG re: document production logistics; communications w/ C. Flemming re: same.	0.20	395.00	79.00
11/16/2022	KJS	Produce document per subpoena to NYAG; tele. conf. w/ C. Flemming re: document production issues.	0.60	395.00	237.00
11/22/2022	KJS	Prepare for and participate in tele. conf. w/ NYAG re: questions concerning production (w/ C. Flemming); communications w/ NYAG, T. Izzo re: client's work phone issued by City.	0.70	395.00	276.50

Sub-total Fees: \$3,783.00

Rate Summary

CHRISTIAN R. FLEMMING	6.90 hours at \$325.00/hr	2,242.50
KARL J. SLEIGHT	3.90 hours at \$395.00/hr	1,540.50
Total hours:	<u>10.80</u>	

Total Current Billing: \$3,783.00

Previous Balance Due: \$20,528.00

Total Now Due: \$24,311.00

**\*Please include Statement No. on remittance**



FED. ID 16-1021918

1/26/2023  
Billed Through 12/31/2022  
Statement No. 205785

Meg Kelly

19227-00001 / NYSAG Inquiry

**Professional Fees**

		Hours	Rate	Amount
12/07/2022	KJS Communications w/ client re: status of matter.	0.10	395.00	39.50
12/16/2022	KJS Tele. conf. w/ counsel re: various issues.	0.30	395.00	118.50
Sub-total Fees:				\$158.00

**Rate Summary**

KARL J. SLEIGHT

	0.40 hours at \$395.00/hr	158.00
Total hours:	0.40	

Total Current Billing: \$158.00

Previous Balance Due: \$24,311.00

Total Now Due: \$24,469.00

*\*Please include Statement No. on remittance*





FED. ID 16-1021918

3/16/2023  
Billed Through 2/28/2023  
Statement No. 209962

Meg Kelly

**19227-00001 / NYSAG Inquiry**

**Professional Fees**

			Hours	Rate	Amount
02/06/2023	KJS	Tele. conf. w/ client re: various issues.	0.20	395.00	79.00
02/22/2023	KJS	Tele. conf. w/ counsel for related party re: various issues.	0.40	395.00	158.00

Sub-total Fees: 237.00

**Rate Summary**

KARL J. SLEIGHT

	0.60 hours at \$395.00/hr	237.00
Total hours:	<u>0.60</u>	

Total Current Billing: \$237.00

Previous Balance Due: \$24,943.00

Total Now Due: \$25,180.00

***\*Please include Statement No. on remittance***



FED. ID 16-1021918

6/15/2023  
Billed Through 5/31/2023  
Statement No. 219643

Meg Kelly

19227-00001 / NYSAG Inquiry

**Professional Fees**

05/09/2023 KJS Tele. conf. w/ client re: various issues.  
05/12/2023 KJS Tele. conf. w/ client re: various issues.

Hours	Rate	Amount
0.30	395.00	118.50
0.30	395.00	118.50
Sub-total Fees:		\$237.00

**Rate Summary**

KARL J. SLEIGHT

0.60 hours at \$395.00/hr  
Total hours: 0.60

237.00

Total Current Billing: \$237.00

Previous Balance Due: \$4,810.00

Total Now Due: \$5,047.00

*\*Please include Statement No. on remittance*

9/11/2023  
Billed Through 8/31/2023  
Statement No. 227643Meg Kelly  


## 19227-00001 / NYSAG Inquiry

## Professional Fees

			Hours	Rate	Amount
08/01/2023	KJS	Prepare for and participate in session w/ client in advance of interview by NYAG; research various issues and aspects.	3.20	395.00	1,264.00
08/02/2023	CRF	Prepare email communications to review with client in advance of deposition.	4.70	325.00	1,527.50
08/04/2023	KJS	Tele. conf. w/ client re: various issues.	0.30	395.00	118.50
08/10/2023	CRF	Continue preparing email communications to review with client in advance of interview.	2.30	325.00	747.50
08/11/2023	KJS	View file materials in advance of meeting w/ client; prepare for and participate in meeting w/ client in advance of next steps in inquiry; tele. conf. w/ other counsel.	3.20	395.00	1,264.00
08/11/2023	KJS	Communications w/ City Attorney, City carrier counsel re: new NDNY federal complaint to advise re: coverage and related.	0.70	395.00	276.50
08/14/2023	KJS	Communications w/ AAG Sawyer re: scheduling/logistics; discuss same w/ client.	0.30	395.00	118.50
08/30/2023	KJS	Communications w/ OAG re: scheduling and related; potential legal issues created by recent NDNY filing.	0.50	395.00	197.50
08/31/2023	KJS	Communications w/ NYAG re: various issues.	0.20	395.00	79.00
Sub-total Fees:					\$5,593.00

## Rate Summary

CHRISTIAN R. FLEMMING	7.00 hours at \$325.00/hr	2,275.00
KARL J. SLEIGHT	8.40 hours at \$395.00/hr	3,318.00
Total hours:	15.40	



12/12/2023  
Billed Through 11/30/2023  
Statement No. 236005

Meg Kelly  


19227-00001 / NYSAG Inquiry

**Professional Fees**

	Hours	Rate	Amount
11/20/2023 KJS Tele. conf. w/ client re: various issues.	0.50	395.00	197.50
11/29/2023 KJS Communications w/ client, other counsel re: various issues.	0.20	395.00	79.00

Sub-total Fees: \$276.50

**Rate Summary**

KARL J. SLEIGHT

Total hours: 0.70 hours at \$395.00/hr  
0.70

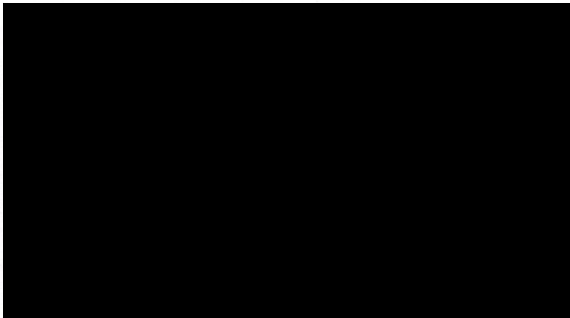
276.50

Total Current Billing: \$276.50

Previous Balance Due: \$11,825.00

Total Now Due: \$12,101.50

*\*Please include Statement No. on remittance*



1/12/2024  
Billed Through 12/31/2023  
Statement No. 238500

\_\_\_\_\_

## Professional Fees

Sub-total Fees: \$1,224.50

## KARL J. SLEIGHT

Total Current Billing: \$1,224.50

Previous Balance Due:	\$12,101.50
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**Total Now Due:** \$13,326.00

50 Fountain Plaza, Suite 1700, Buffalo, NY 14202 Phone: 716.853.5100 Fax: 716.853.5199 [lippes.com](http://lippes.com)

New York: Albany, Buffalo, Clarence, Long Island, New York City, Rochester, Saratoga Springs // Florida: Jacksonville // Illinois: Chicago  
Ohio: Cleveland // Oklahoma: Oklahoma City // Ontario: Greater Toronto Area // Texas: San Antonio // Washington, D.C.



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

### **CITY ATTORNEY**

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

It is the intent of this resolution to establish terms, compensation, and benefits for City Attorney of the City of Saratoga Springs. This resolution shall supersede all prior resolutions, contracts, and Council actions affecting terms, compensation, and benefits for the City Attorney. Nothing in this resolution shall be construed to create an employment agreement nor alter the “at-will” status of the appointed City Attorney.

**WHEREAS**, Title 8 of the City Charter entitled LEGAL MATTERS, Section 8.1 City Attorney states “There shall be a City Attorney who shall report to the Council regarding all legal matters affecting the City. The Mayor shall appoint the City Attorney, and the Council shall establish his or her compensation. The City Attorney shall serve as general legal advisor and shall be responsible for providing legal services and guidance to the City and all its departments and entities. The City Attorney shall maintain regular and updated records and shall report to the Council on the progress of all legal matters conducted by or on behalf of the City, as required.”; and

**WHEREAS**, The City Attorney provides legal services including but not limited to:

1. Legal services and advice for the benefit of the City Council, Mayor, Commissioners, and City departments;
2. Attendance at regularly scheduled City Council meetings and such other meetings, as determined by the City Council or Council members;
3. Service as the Chief Information Officer for the City for all FOIL requests;
4. Service on various committees in accordance with the City Charter, City ordinances, Council Resolution(s), or as requested by City Council or Council member(s);
5. General supervision of all legal matters conducted by or on behalf of the City in conjunction with the City Attorney’s office and staff;
6. Maintaining time records for all legal matters; and
7. Other tasks in connection with the position City Attorney as may be requested by the Mayor or Commissioners.

**NOW THEREFORE BE IT RESOLVED** as follows:

1. Term: This resolution shall take effective January 1, 2024 and upon City Council approval.
2. Standard Workweek: The City Attorney’s standard workweek shall be twenty-five (25) hours per week. The City Attorney shall not be entitled to overtime or compensatory compensation.
3. Compensation: The base salary for the City Attorney for the calendar year shall be Ninety Three Thousand Dollars (\$93,000.00).

4. The City Attorney shall be an employee of the City of Saratoga Springs, and receive benefits attended thereto, including:

- a. Retirement: The City Attorney shall be covered by the New York State Employee's Retirement System known as 75i of the New York State Retirement Law.
- b. Health Insurance: The City Attorney shall be entitled to participate in the MVP25 health insurance plans offered by the City to the various bargaining units, at a cost to the City Attorney of ten percent (10%) of the total cost of his or her health insurance plan, not to exceed Seven Hundred Fifty Dollars (\$750.00) per year. The City shall provide the plan to the City Attorney, and his or her dependents.

In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ( "PPACA"), the Health Care and Education Reconciliation Act of 2010 ( "HCERA") and/or any other legislation, rule, or regulation:

- (i) impact in any way the health insurance plans, costs, or benefits provided for in this Resolution (including but not limited to contractual benefits such as health insurance buy-outs or stipends);
- (ii) raise a question as to whether the health insurance benefits provided for herein meet certain standards contained in such legislation, rules, and/or regulations (including, but not limited to, compliance with legislation, rules, regulations, or any legislation, rules or regulations which may cause the City to be charged any penalty, or those that govern whether plan benefits meet the "minimum essential benefits" standard or a similar standard, whether the City premium contribution levels are adequate and/or meet legal requirements, or whether the individual household affordability standard is satisfied); or
- (iii) permit an individual or group of individuals to receive benefits, subsidies, or credits through a health insurance exchange program (or any other government subsidy or benefit provided pursuant to the PPACA, HCERA, or any state or federal regulations or rules implementing health insurance reform laws),

the City may immediately implement changes as necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes. Such changes may include, among others, modifications for the City Attorney, including modification to individual or group coverage, benefits, contributions, or wages, to the extent necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, taxes, or cessation of payments toward the cost of benefit(s) if such benefit(s) are not compliant with the PPACA/HCERA or if such compliance would cause the City penalty or cost associated with avoidance of penalty.

The City Attorney may elect not to participate in a plan of medical and health insurance benefits provided under this resolution and such City Attorney shall be eligible to

receive a payment of Twenty Two Hundred Dollars (\$2,200.00) for single coverage, Twenty Five Hundred Dollars (\$2,500.00) for two (2) person coverage, or Three Thousand Dollars (\$3,000.00) for family coverage per calendar year. The City Attorney shall not be eligible to receive such payment unless the City Attorney shall have provided proof to the Human Resources Office that the City Attorney and such City Attorney's eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that the City Attorney elected not to be covered by a plan provided by the City. Payments shall be made on December 15th of each year. The parties understand that participation in a plan of medical and health insurance benefits is mandatory. An election not to be covered shall be made on or about December 15th of each year to the Human Resources Specialist in the Human Resources Office in charge of City provided benefits pursuant to the regulations of the plan in effect together with evidence of coverage of the City Attorney and the City Attorney's eligible dependents under a comparable plan of medical and health insurance benefits. The City Attorney must promptly notify the City of termination of alternative medical and health insurance benefits. In the event that the City Attorney reenrolls in a health insurance program, the City Attorney shall be permitted to a prorated portion of the payment of Twenty Two Hundred Dollars (\$2,200.00) for single coverage, Twenty Five Hundred Dollars (\$2,500.00) for two (2) person coverage, or Three Thousand Dollars (\$3,000.00) for family coverage, but shall not be permitted to again opt-out of the insurance program during the calendar year.

- c. Vision: The City agrees to pay one hundred percent (100%) of the cost of the Employee Benefit Fund Vision Plan Platinum 12 for the City Attorney and his/her dependents.
  - d. Disability: New York State Disability Insurance shall be offered to the City Attorney.
  - e. Life Insurance: The City shall provide group term life insurance for the City in the amount of Five Thousand Dollars (\$5,000.00) while he/she is employed by the City of Saratoga Springs.
  - f. Dental: The City agrees to provide dental plan(s), within ninety (90) days of the passage of this Resolution, which the City Attorney may participate in, at the sole expense of the City Attorney.
5. Liability Insurance: The City agrees to hold the City Attorney harmless from liability or loss sustained by or from any causes of action, suit, debts, dues, accounts, judgments, proceedings, claims, and demands whatsoever which may be commended against the City Attorney alleging acts or omissions by him/her while acting in his/her capacity as City Attorney on behalf of the City Council. The City shall provide the City attorney while acting in his/her capacity as the City's Attorney all statutory workers compensation and liability coverage.

6. Conflicts of Interest: The City Attorney as appointed represents and warrants that he/she has no conflict, actual or perceived, that would prevent him/her from performing the duties and responsibilities of the office and as set forth under this Resolution in accordance with the NYS Public Officers Law and the ethical considerations and rules adopted by NYS Bar Association. In the event a conflict exists, the City Attorney shall notify the City Council by formal written notice within five (5) business days of the conflict being identified. The City Attorney shall recuse himself/herself from participation in any legal matter when such participation may impair the operation of City government.

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

### **ASSISTANT CITY ATTORNEY**

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

It is the intent of this resolution to establish terms, compensation, and benefits for the Assistant City Attorney of the City of Saratoga Springs. This resolution shall supersede all prior resolutions, contracts, and Council actions affecting terms, compensation, and benefits for the Assistant City Attorney except as may be otherwise specifically provided herein. Nothing in this resolution shall be construed to create an employment agreement nor alter “at-will” status of the appointed Assistant City Attorney.

**WHEREAS**, Title 8 of the City Charter entitled LEGAL MATTERS, Section 8.1 City Attorney states “There shall be a City Attorney who shall report to the Council regarding all legal matters affecting the City. The Mayor shall appoint the City Attorney, and the Council shall establish his or her compensation. The City Attorney shall serve as general legal advisor and shall be responsible for providing legal services and guidance to the City and all its departments and entities. The City Attorney shall maintain regular and updated records and shall report to the Council on the progress of all legal matters conducted by or on behalf of the City, as required.”; and further states that the Council may, from time to time, engage legal professionals to provide additional legal services to any department or entity.

**WHEREAS**, The Assistant City Attorney provides legal services including but not limited to:

1. Provide legal services and advice for the benefit of the City Council, Mayor, Commissioners, and City departments and officials;
2. Attendance at regularly scheduled City Council meetings and such other meetings, as requested by the City Council, Mayor, Commissioners or the City Attorney;
3. Service as the Appeals Officer for the City for all FOIL requests;
4. Service on various committees in accordance with the City Charter, City ordinances, Council Resolution(s), requested by the City Council or any member thereof;
5. Serve as hearing officer for license suspension and revocation proceedings for the Commissioner of Accounts as requested;
6. Appear in City Court as prosecuting attorney for Code violations; and
7. Other tasks in connection with the providing of legal services as may be requested by the City Council, Mayor, Commissioners, or the City Attorney.

**NOW THEREFORE BE IT RESOLVED** as follows:

1. Term: This resolution shall take effective is January 1, 2024 and upon City Council approval.
2. Standard Workweek: The Assistant City Attorney’s standard workweek shall fifteen (15) hours per week. The Assistant City Attorney shall not be entitled to overtime or compensatory compensation. The Assistant City Attorney shall provide legal services under the supervision of the Mayor’s office.
3. Compensation: The annual salary for the Assistant City Attorney for the calendar year shall

be Fifty Eight Thousand Dollars (\$58,000).

4. The Assistant City Attorney shall be an employee of the City of Saratoga Springs, and receive benefits attended thereto, including:

- a. Retirement: The Assistant City Attorney may be covered by the New York State Employee's Retirement System known as 75i of the New York State Retirement Law.
- b. Health Insurance: The Assistant City Attorney shall be entitled to participate in the MVP25 health insurance plans offered by the City to the various bargaining units, at a cost to the Assistant City Attorney of ten percent (10%) of the total cost of his or her health insurance plan, not to exceed Seven Hundred Fifty Dollars (\$750.00) per year. The City shall provide the plan to the Assistant City Attorney, and his or her dependents.

In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ( "PPACA"), the Health Care and Education Reconciliation Act of 2010 ( "HCERA") and/or any other legislation, rule, or regulation:

- (i) impact in any way the health insurance plans, costs, or benefits provided for in this Resolution (including but not limited to contractual benefits such as health insurance buy-outs or stipends);
- (ii) raise a question as to whether the health insurance benefits provided for herein meet certain standards contained in such legislation, rules, and/or regulations (including, but not limited to, compliance with legislation, rules, regulations, or any legislation, rules or regulations which may cause the City to be charged any penalty, or those that govern whether plan benefits meet the "minimum essential benefits" standard or a similar standard, whether the City premium contribution levels are adequate and/or meet legal requirements, or whether the individual household affordability standard is satisfied); or
- (iii) permit an individual or group of individuals to receive benefits, subsidies, or credits through a health insurance exchange program (or any other government subsidy or benefit provided pursuant to the PPACA, HCERA, or any state or federal regulations or rules implementing health insurance reform laws), the City may immediately implement changes as necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes. Such changes may include, among others, modifications for the Assistant City Attorney, including modification to individual or group coverage, benefits, contributions, or wages, to the extent necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, taxes, or cessation of payments toward the cost of benefit(s) if such benefit(s) are not compliant with the PPACA/HCERA or if such compliance would cause the City penalty or cost associated with avoidance of penalty.

The Assistant City Attorney may elect not to participate in a plan of medical and health

insurance benefits provided under this resolution and such Assistant City Attorney shall

be eligible to receive a payment of Twenty Two Hundred Dollars (\$2,200.00) for single coverage, Twenty Five Hundred Dollars (\$2,500.00) for two (2) person coverage, or Three Thousand Dollars (\$3,000.00) for family coverage per calendar year. The Assistant City Attorney shall not be eligible to receive such payment unless the Assistant City Attorney shall have provided proof to the Human Resources Office that the Assistant City Attorney and such Assistant City Attorney's eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that the Assistant City Attorney elected not to be covered by a plan provided by the City. Payments shall be made on December 15th of each year. The parties understand that participation in a plan of medical and health insurance benefits is mandatory. An election not to be covered shall be made on or about December 15th of each year to the Human Resources Specialist in the Human Resources Office in charge of City provided benefits pursuant to the regulations of the plan in effect together with evidence of coverage of the Assistant City Attorney and the Assistant City Attorney's eligible dependents under a comparable plan of medical and health insurance benefits. The Assistant City Attorney must promptly notify the City of termination of alternative medical and health insurance benefits. In the event that the Assistant City Attorney reenrolls in a health insurance program, the Assistant City Attorney shall be permitted to a prorated portion of the payment of Twenty Two Hundred Dollars (\$2,200.00) for single coverage, Twenty Five Hundred Dollars (\$2,500.00) for two (2) person coverage, or Three Thousand Dollars (\$3,000.00) for family coverage, but shall not be permitted to again opt-out of the insurance program during the calendar year.

- c. Vision: The City agrees to pay one hundred percent (100%) of the cost of the Employee Benefit Fund Vision Plan Platinum 12 for the Assistant City Attorney and his/her dependents.
  - d. Disability: New York State Disability Insurance shall be offered to the Assistant City Attorney.
  - e. Life Insurance: The City shall provide group term life insurance for the City in the amount of Five Thousand Dollars (\$5,000.00) while he/she is employed by the City of Saratoga Springs.
  - f. Dental: The City agrees to provide dental plan(s), within ninety (90) days of the passage of this Resolution, which the Assistant City Attorney may participate in, at the sole expense of the Assistant City Attorney.
5. Liability Insurance: The City agrees to hold the Assistant City Attorney harmless from professional liability or loss sustained by or from any causes of action, suit, debts, dues, accounts, judgments, proceedings, claims, and demands whatsoever which may be commenced against the Assistant City Attorney alleging acts or omissions by him/her while acting in his/her capacity as Assistant City Attorney on behalf of the City Council. The City shall provide the Assistant City Attorney while acting in his/her capacity as the City's Attorney all statutory workers compensation and liability coverage.



6. Conflicts of Interest: The Assistant City Attorney as appointed represents and warrants that he/she has no conflict, actual or perceived, that would prevent him/her from performing the duties and responsibilities of the office and as set forth under this Resolution in accordance with the NYS Public Officers Law and the ethical considerations and rules adopted by NYS Bar Association. The Assistant City Attorney may perform legal duties for other clients as long as there is no conflict of interest. In the event a conflict exists, the Assistant City Attorney shall notify the City Council by formal written notice within five (5) business days of the conflict being identified. The Assistant City Attorney shall recuse himself/herself from participation in any legal matter when such participation may impair the operation of City government.
7. Construction with Previous Resolutions: If any person appointed as Assistant City Attorney under this Resolution shall have previously served as Assistant City Attorney under a prior resolution of this Council, and shall have qualified for benefits as a retiree under the terms of that prior resolution, said benefits shall continue and shall not be affected or superseded by this Resolution.

**CITY OF SARATOGA SPRINGS - VOUCHER**  
**474 BROADWAY SARATOGA SPRINGS, NY 12866**

DEPT/LOC                      6000                      DEPARTMENT                      Recreation

VENDOR #                      1650                      VENDOR NAME                      Center for Security

REMIT ADDRESS                      1659 Route 9, Clifton Park, NY 12065

PO#	FINAL	PARTIAL		
INVOICE # and ACCOUNT #	ORG	OBJECT	PROJECT	\$ AMOUNT
Invoice #112883C Waterfront	H3517022	52000	1131	\$2,785.00
RECEIVED BY:                      John Hirliman			TOTAL	\$2,785.00

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.

Center For Security  
Tom Walsh & Scott Hogan  
1659 Route 9  
Clifton Park, NY 12065  
(518)383-5329  
[www.centerforsecurity.com](http://www.centerforsecurity.com)

# Invoice

DATE	INVOICE #
8/16/2023	112883C

Bill to	Contact Information
City of Saratoga 15 Vanderbilt Dr Saratoga Springs NY 12866	w/a 622 Crescent Ave Attn: John Hirliman

P.O. NO.	TERMS	DUE DATE
	30 Days Net	9/15/2023

QUANTITY	DESCRIPTION	UNIT	AMOUNT
	Invoice for work completed based on estimate dated 13 July, 2023	2,785.00	2,785.00

	<b>Total</b>	\$2,785.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	<b>\$2,785.00</b>

## Request for Certification of Sufficient Funds

Submittal Date: 07/25/2023

The Department of Mayor 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): The Mayor's Dept. is requesting Funds for materials for the Waterfront restroom rehab for Center for security 1659 Route 9 Clifton Park NY 12065 for Restroom timers and installation from the Mayors Department Capital Acct # H3517022-52000-1131. The Administrative Director- Recreation will be overseeing the Project .

Appropriation – Current Budget Expense

Org/Object/Proj(s): Amount Requested for

H3517022-52000-1131

Approval \$2785.00

Current Amount Available: \$314,803.37

Transfer/Amendment Pending: \$

Transfer/Amendment Date: \_\_\_\_\_

Department Head Signature Date Angela T Rella 8/3/2023

### 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.

  
\_\_\_\_\_  
Commissioner of Finance

8/10/23  
Approval Date



**CITY OF SARATOGA SPRINGS - VOUCHER**  
**474 BROADWAY SARATOGA SPRINGS, NY 12866**

**2023**

**DEPT/LOC** 6000 **DEPARTMENT** Recreation  
**VENDOR #** 5555 **VENDOR NAME** Carousel Industries of North America LLC

**REMIT ADDRESS** 659 South County Trail, Exeter, RI 02822

<b>PO#</b>	<b>230683</b>	<b>FINAL</b>	<b>X</b>	<b>PARTIAL</b>	
<b>INVOICE # and ACCOUNT #</b>		<b>ORG</b>	<b>OBJECT</b>	<b>PROJECT</b>	<b>\$ AMOUNT</b>
Invoice # IR-4283 Scott T Johnson Recreation Center  SERVICE AND PAGING SYSTEM REC CENTER  CCA 10/17/2023		H3567112	52000	1069	\$15,859.43
<b>RECEIVED BY:</b> John Hirliman					
				<b>TOTAL</b>	<b>\$15,859.43</b>

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.



## INVOICE

## Carousel Industries of North America, LLC

659 South County Trail

Exeter, RI 02822

Phone: (800) 401-0760

Received

Invoice #: IR-4283

JAN 08 2023

**Bill To:**

City of Saratoga Springs, NY - HQ

Attn: Accounts Payable

474 Broadway Ste 1

Saratoga Spgs, NY 12866-2216

Date: 11-01-23

DPW

Opportunity	Customer Purchase Order	Customer Reference
OP-59590	230683	City of Saratoga Springs - Recreation Dept. Paging

Quote Summary		
Product Total	Labor Total	Maintenance Total
\$5,254.79	\$10,604.64	\$0.00

Payment Terms	Payment Schedule	Total Due
Net 30 Days	100% due upon signature at net terms	\$15,859.43

**Terms and Conditions:**

All new products are guaranteed to be as specified by the manufacturer's documentation and are provided with the manufacturer's standard product warranty. All refurbished components are covered by a Carousel direct warranty. Customer is responsible for any electrical service, environmental conditions and cable work needed to support the quoted Products unless otherwise specified on the Quote. Any changes to the above Products and/or Scope of Work will require the written authorization of both Carousel and the Customer.

A deposit is due upon execution of this quote as noted in the Payment Schedule. Labor will be invoiced upon project completion unless otherwise noted in the Payment Schedule. For multi-site installations, individual sites will be invoiced as completed, due as noted in the Payment Terms.

The quote does not include sales tax and as applicable, will be added to the final invoice. If shipping charges apply and the amount is known when quoting, those charges will be included as a separate line item on the quote, otherwise will be added to the final invoice.

All work is done subject to the terms and conditions of Carousel's Master Agreement (available at <http://www.carouselindustries.com/company/master-agreement>) unless Carousel and the Customer have previously agreed to otherwise in writing. All returns are done in accordance with Carousel's Return Policy which is also available at <http://www.carouselindustries.com/company/master-agreement>.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote into a Carousel Service Order, and the return of the Service Order number to the Customer.

**Bill To**

City of Saratoga Springs  
474 Broadway, City Hall  
Saratoga Springs, NY 12866-2296

**PHONE**  
(518) 587-3550  
**FAX**  
(518) 587-6512

**Purchase Order**

Fiscal Year 2023

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order #

**230683**

Tax Exempt # 14-6002423  
NYS ID# A-158739

**Vendor**

CAROUSEL INDUSTRIES  
ATTN: ACCOUNTS RECEIVABLE  
EXETER, RI 02822-3412

**Ship To**

RECREATION CENTER  
15 VANDERBILT AVENUE  
SARATOGA SPRINGS, NY 12866  
Phone: 587-3550

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
10/27/2023	5555				RECREATION
NOTES					

**SERVICE**

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	SERVICE AND PAGIN SYSTEM REC CENTER  CCA 10/17/2023  NOT TO EXCEED GL Account: H3567112 - 52000 - 1069	1.0	EACH	\$15,859.44	\$15,859.44
GL SUMMARY					

H3567112 - 52000 - 1069

\$15,859.44

NOTE: GOVERNMENT PURCHASE ORDERS MAY BE ACCEPTED IN LIEU OF EXCEPTION CERTIFICATES. THE VENDOR RETAINING A COPY TO PROVE THAT THE SALE WAS EXEMPT. THE FOLLOWING GOODS FOR USE OF THE CITY OF SARATOGA SPRINGS, FOR THIS DEPARTMENT IN ACCORDANCE WITH THE DELIVERY, TERMS, PRICES AND SPECIFICATIONS HEREIN CONTAINED.

**INVOICES MUST BE PRESENTED IN DUPLICATE**

  
AUTHORIZED SIGNATURE - COMMISSIONER OF ACCOUNTS

Total Ext. Price

\$15,859.44

**Purchase Order Total****\$15,859.44**



Request for Certification of Sufficient Funds

Submittal Date: 07/10/2023

The Department of Recreation 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): The Recreation Dept. is requesting Funds for Paging System linked into the phone system in place. for the Rec Center . . Funds are from Indoor Rec Center in the amount of \$15,859.44 for Quote # Q-106667 Acct. H3567112-52000-1069. Payment is to be made to NWN Carousel Industries 659 South County Trail Exter , RI 02822-3412.



Appropriation – Current Budget Expense

Org/Object/Proj(s): Amount Requested for

H3567112-52000-1069 /

Approval \$15,859.44 /

Current Amount Available: \$59,377.50 /

Transfer/Amendment Pending: \$

Transfer/Amendment Date: \_\_\_\_\_

\_\_\_\_\_  
Department Head Signature Date 7/12/2023

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.

\_\_\_\_\_  
Commissioner of Finance Approval Date 7/17/2023



**CITY OF SARATOGA SPRINGS - VOUCHER**  
**474 BROADWAY SARATOGA SPRINGS, NY 12866**

**2023**

DEPT/LOC 6000 DEPARTMENT Recreation

VENDOR # 6462 VENDOR NAME Employee 2175

REMIT ADDRESS

PO#	FINAL	PARTIAL		
INVOICE # and ACCOUNT #	ORG	OBJECT	PROJECT	\$ AMOUNT
John's Ball-Stop  Transaction ID 5CJ38166X37123039 Invoice ID jbs545  Paid via Visa Reimbursement 2 Standard Stops & Court Divider units  City Council 2/6/2024 for approval  <b>RECEIVED BY:</b> John Hirleman	A3567174	54170	6016	\$450.00
			<b>TOTAL</b>	<b>\$450.00</b>

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.

Zimbra

john.hirliman@saratoga-springs.org

*John's  
CC card***Fwd: Purchase receipt from John's Ball-Stop**

**From :** Jill Ramos <jill.ramos@saratoga-springs.org>  
**Subject :** Fwd: Purchase receipt from John's Ball-Stop  
**To :** John Hirliman <john.hirliman@saratoga-springs.org>  
**Reply To :** Jill Ramos <jill.ramos@saratoga-springs.org>

Thu, Oct 26, 2023 02:02 PM

Receipt for two pickleball stops.

Jill Ramos  
Program Director  
Saratoga Springs Recreation Department  
518-587-3550 x2300  
recreservations@saratoga-springs.org  
SaratogaRec.com

---

**From:** member@paypal.com  
**To:** "Jill Ramos" <jill.ramos@saratoga-Springs.org>  
**Sent:** Thursday, October 26, 2023 1:30:06 PM  
**Subject:** Purchase receipt from John's Ball-Stop

**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.**

---

Hi John,

Please find the receipt for the payment of \$450.00. It was a pleasure doing business with you, thank you.

## Receipt

10/26/2023 13:28:42

John's Ball-Stop  
4420 Rocky River Rd.  
Charlotte, NC 28215

Transaction ID  
5CJ38166X37123039

Invoice ID  
jbs545

Billing information



jill.ramos@saratoga-Springs.org

## Order information

2 Standard Pickleball Stop &amp; Court Divider unitsAmount

\$450.00 USD

ShippingTax

\$0.00 USD\$0.00 USD

Total

**\$450.00 USD**

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.

---

**Request for Certification of Sufficient Funds****Submittal Date: 1/15/2024**

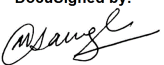
The Department of Recreation requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

---

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation): The Recreation Dept. is requesting the funds from A3567174-54170-6016 Pickleball for an Employee Reimbursement \$450.00

**Appropriation – Current Budget Expense****Org/Object/Proj(s): Amount Requested for Approval****A3567174-54170-6016 \$ 450.00****Current Amount Available \$ 582.39****Transfer/Amendment Pending: \$****Transfer/Amendment Date: \_\_\_\_\_**  
**Department Head Signature**  
**Date****Certification of Sufficient Funds**

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:  
  
00CBE3FAAE9B4F8...

2/2/2024

**Commissioner of Finance****Approval Date**

**City of Saratoga Springs**  
**OFFICE OF COMMISSIONER OF FINANCE**

**MINITA SANGHVI**  
**COMMISSIONER OF FINANCE**

474 Broadway – Suite 15  
Saratoga Springs, New York 12866-2296  
518-587-3550

HEATHER CROCKER  
Deputy Commissioner

CHRISTINE GILMETT-BROWN  
Director of Finance

DONNA WOODS  
Budget Director

SAMANTHA CLEMMERY  
E.A. to Commissioner of Finance

To: Commissioner Moran  
From: Commissioner Sanghvi  
Date: January 29, 2024  
Re: Award of Bid 2024-01 Bond Counsel Services

Please include on your 02/06/2024 agenda an Award of Bid 2024-01 for Bond Counsel Services to Walsh Schwartz LLP, as they are the most qualified to meet the needs of the City.

Please contact Christine Gillmett-Brown or myself if you have any questions.

Thank you.

Sincerely,  
Commissioner Minita Sanghvi



**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 Commissioner of Accounts **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 Commissioner of Accounts **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: Finance

Project or Item Being Awarded: Bond counsel services

Item Being Extended: \_\_\_\_\_

Vendor Who Won the Bid: Walsh Schwartz LLP.

Budget Line Item: V3719714 54720 \$ fees based on Exhibit A  
(proposal)

Budget Line Item: \_\_\_\_\_ \$ \_\_\_\_\_

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

Commissioner of Accounts: 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 Commissioner of Accounts.

\_\_\_\_\_  
Commissioner of Accounts

\_\_\_\_\_  
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.**

## **Bond Counsel RFP 2024-01 Bid Results**

	<b>Total Bid</b>	<b>Purchasing</b>	<b>Risk and Safety</b>
<b>Hardwick Law Firm, LLC</b> Herbert Hardwick 14 Wall St., 20th Floor New York, NY 10005 <a href="mailto:hhardwick@hardwicklaw.com">hhardwick@hardwicklaw.com</a>	\$16,500.00-\$750,000.00	Meets requirements.	Meets requirements.
<b>Barclay Damon LLP</b> Sharon Brown 80 State St. Albany, NY 12207 <a href="mailto:slbrown@barclaydamon.com">slbrown@barclaydamon.com</a>	No total provided.	Meets requirements.	Meets requirements.
<b>Harris Beach PLLC</b> Barry Kozak 99 Garnsey Rd. Pittsford, NY 14534 <a href="mailto:bkozak@harrisbeach.com">bkozak@harrisbeach.com</a>	No total provided.	Meets requirements.	Meets requirements.
<b>Hawkins Delafield &amp; Wood LLP</b> Robert Smith 7 World Trade Center, 250 Greenwich St. New York, NY 10007 <a href="mailto:Rsmith@Hawkins.com">Rsmith@Hawkins.com</a>	No total provided.	Meets requirements.	No COI provided.
<b>Walsh Schwartz LLP</b> Joan Bleikamp 42 Long Alley Saratoga Springs, NY 12866 <a href="mailto:jbleikamp@spalaw2.com">jbleikamp@spalaw2.com</a>	No total provided.	Meets requirements.	Meets requirements.

Client#: 17558

WALSHWAL

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2024

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).

<b>PRODUCER</b> <b>Amsure</b> <b>31 Church Street - 4th Floor</b> <b>PO Box 336</b> <b>Saratoga Springs, NY 12866</b>		<b>CONTACT NAME:</b> Kimberly Brown <b>PHONE (A/C, No, Ext):</b> 518 584-5300 <b>FAX (A/C, No):</b> 518 584-7306 <b>E-MAIL ADDRESS:</b> KBrown@amsureins.com	
<b>INSURED</b> <b>Walsh Schwartz LLP</b> <b>42 Long Alley</b> <b>Saratoga Springs, NY 12866</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Utica Specialty Risk Ins Co <b>NAIC #</b> 43451	
		<b>INSURER B:</b> Utica National Insurance Co of Ohio <b>13998</b>	
		<b>INSURER C:</b> Utica National Insurance Company of TX <b>43478</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
<b>INSURER F:</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

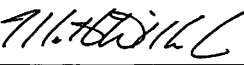
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		5304089	01/01/2024	01/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 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	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		5304091	01/01/2024	01/01/2025	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 \$10,000		5304097	01/01/2024	01/01/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	5304093	01/01/2024	01/01/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Saratoga Springs is included as an additional insured for General Liability on a Primary Non Contributory basis when required by written contract that has been signed and executed prior to a loss.  
 The City of Saratoga Springs is included as an additional insured for Auto Liability and Umbrella/Excess when required by written contract that has been signed and executed prior to a loss.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Saratoga Springs</b> <b>Risk &amp; Safety Dept.</b> <b>474 Broadway Suite 21</b> <b>Saratoga Springs, NY 12866</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**Fwd: Request for Award of Bid on 02/06 Agenda - 2024-01 Bond Counsel Services**

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**From :** Samantha Clemmey <samantha.clemmey@saratoga-springs.org> Mon, Jan 29, 2024 02:17 PM  
**Subject :** Fwd: Request for Award of Bid on 02/06 Agenda - 2024-01 Bond Counsel Services  
**To :** barbara brindisi <barbara.brindisi@saratoga-springs.org>

See below e-mail from Stefanie.

## Samantha F. Clemmey

### Executive Assistant to Commissioner of Finance

Secretary to Participatory Budgeting Committee  
Finance Department - City Hall  
474 Broadway - Suite 15  
Saratoga Springs, NY 12866  
518-587-3550, Ext. 2526

#### More Information

[Participatory Budgeting Initiative](#)

[Tax Bill Payment & Property Tax Search](#)

[City of Saratoga Springs Finance Department Homepage](#)

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**From:** "Stefanie Richards" <stefanie.richards@saratoga-springs.org>  
**To:** "Samantha Clemmey" <samantha.clemmey@saratoga-springs.org>  
**Cc:** "Dillon Moran" <dillon.moran@saratoga-springs.org>, "Stacy Connors" <stacy.connors@saratoga-springs.org>, "Christine Gillmet-Brown" <christine.brown@saratoga-springs.org>, "Heather Crocker" <heather.crocker@saratoga-springs.org>  
**Sent:** Monday, January 29, 2024 1:39:29 PM  
**Subject:** Re: Request for Award of Bid on 02/06 Agenda - 2024-01 Bond Counsel Services

Purchasing requirements have been met.  
Thanks

---

**From:** "Samantha Clemmey" <samantha.clemmey@saratoga-springs.org>  
**To:** "Stefanie Richards" <stefanie.richards@saratoga-springs.org>, "Dillon Moran" <dillon.moran@saratoga-springs.org>  
**Cc:** "Stacy Connors" <stacy.connors@saratoga-springs.org>, "Christine Brown" <christine.brown@saratoga-springs.org>, "Heather Crocker" <heather.crocker@saratoga-springs.org>  
**Sent:** Monday, January 29, 2024 12:55:40 PM  
**Subject:** Request for Award of Bid on 02/06 Agenda - 2024-01 Bond Counsel Services

Good Afternoon Commissioner Moran & Stefanie,

Zimbra

barbara.brindisi@saratoga-springs.org

---

**Re: Request for Award of Bid on 02/06 Agenda - 2024-01 Bond Counsel Services**

---

**From :** Dillon Moran <dillon.moran@saratoga-springs.org>

Mon, Jan 29, 2024 02:42 PM

**Subject :** Re: Request for Award of Bid on 02/06 Agenda - 2024-01 Bond Counsel Services**To :** Samantha Clemmey <samantha.clemmey@saratoga-springs.org>**Cc :** barbara brindisi <barbara.brindisi@saratoga-springs.org>

I believe I already did but....

Risk and Safety approves

Kind Regards,

Dillon Moran  
Commissioner of Accounts  
City of Saratoga Springs

On Jan 29, 2024, at 2:19 PM, Samantha Clemmey <samantha.clemmey@saratoga-springs.org> wrote:

Commissioner Moran,

May you please send me an e-mail that states R&S requirements have been met when you have a moment, please. Barbara inquired about that with me.

Thanks so much!

Samantha

## Samantha F. Clemmey

**Executive Assistant to Commissioner of Finance**

Secretary to Participatory Budgeting Committee

Finance Department - City Hall

474 Broadway - Suite 15

Saratoga Springs, NY 12866

518-587-3550, Ext. 2526

### **More Information**

[Participatory Budgeting Initiative](#)

[Tax Bill Payment & Property Tax Search](#)

[City of Saratoga Springs Finance Department Homepage](#)

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**From:** "barbara brindisi" <barbara.brindisi@saratoga-springs.org>**To:** "Samantha Clemmey" <samantha.clemmey@saratoga-springs.org>

**Sent:** Monday, January 29, 2024 2:07:36 PM  
**Subject:** Request for Award of Bid on 02/06 Agenda - 2024-01 Bond Counsel Services

Commissioner,

Please forward the R&S and Purchasing approvals for the Award of Bid for RFP 2024-01.

Sincerely,

Barbara Brindisi | Department of Accounts Office Supervisor  
City of Saratoga Springs  
474 Broadway - Suite 14  
(518) 587-3550 extension 2546  
[barbara.brindisi@saratoga-springs.org](mailto:barbara.brindisi@saratoga-springs.org)

---

**From:** "Dillon Moran" <dillon.moran@saratoga-springs.org>  
**To:** "Barbara Brindisi" <barbara.brindisi@saratoga-springs.org>, "Stacy Connors" <stacy.connors@saratoga-springs.org>  
**Sent:** Monday, January 29, 2024 1:24:03 PM  
**Subject:** Fwd: Request for Award of Bid on 02/06 Agenda - 2024-01 Bond Counsel Services

Please add to agenda

Kind Regards,  
Dillon Moran  
Commissioner of Accounts  
City of Saratoga Springs

Begin forwarded message:

**From:** Samantha Clemmey <samantha.clemmey@saratoga-springs.org>  
**Date:** January 29, 2024 at 12:55:49 PM EST  
**To:** Stefanie Richards <stefanie.richards@saratoga-springs.org>, Dillon Moran <dillon.moran@saratoga-springs.org>  
**Cc:** Stacy Connors <stacy.connors@saratoga-springs.org>, Christine Gillmet-Brown <christine.brown@saratoga-springs.org>, Heather Crocker <heather.crocker@saratoga-springs.org>  
**Subject: Request for Award of Bid on 02/06 Agenda - 2024-01 Bond Counsel Services**

Good Afternoon Commissioner Moran & Stefanie,

Please see the attached Award of Bid Sign-Off Form for **RFP 2024-01 for Bond Counsel Services to Walsh Schwartz LLP.**

I've included all required documentation in one attachment; please let me know if anything further is needed. Thank you in advance.

Kind Regards,

**City of Saratoga Springs**  
**OFFICE OF COMMISSIONER OF FINANCE**

**MINITA SANGHVI**  
**COMMISSIONER OF FINANCE**

474 Broadway – Suite 15  
Saratoga Springs, New York 12866-2296  
518-587-3550

HEATHER CROCKER  
Deputy Commissioner

CHRISTINE GILMETT-BROWN  
Director of Finance

DONNA WOODS  
Budget Director

SAMANTHA CLEMMERY  
E.A. to Commissioner of Finance

To: Commissioner Moran  
From: Commissioner Sanghvi  
Date: January 29, 2024  
Re: Award of Bid 2024-02 Financial Advising Services

Please include on your 02/06/2024 agenda an Award of Bid 2024-02 for Financial Advising Services to Fiscal Advisors & Marketing, Inc., as they are the most qualified to meet the needs of the City.

Please contact Christine Gillmett-Brown or myself if you have any questions.

Thank you.

Sincerely,  
Commissioner Minita Sanghvi



**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 Commissioner of Accounts **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 Commissioner of Accounts **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: Finance

Project or Item Being Awarded: Financial Advising Services

Item Being Extended: \_\_\_\_\_

Vendor Who Won the Bid: Fiscal Advisors & Marketing, Inc.

Budget Line Item: V3719414 54720 \$ fees based on Exhibit A

Budget Line Item: \_\_\_\_\_ \$ (proposal)

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

Commissioner of Accounts: 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 Commissioner of Accounts.

\_\_\_\_\_  
Commissioner of Accounts

\_\_\_\_\_  
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.**

## Financial Advisor Services RFP 2024-02 Bid Results

	<u>Total Bid</u>	<u>Purchasing</u>	<u>Risk and Safety</u>
<b>Fiscal Advisors &amp; Marketing, Inc.</b> Jeanine Rodgers Caruso 63 Putnam St., Ste. 202 Saratoga Springs, NY 12866 <a href="mailto:jcaruso@fiscaladvisors.com">jcaruso@fiscaladvisors.com</a>	3 year: \$31,200.00 5 year: \$52,000.00	Meets requirements.	Meets requirements.
<b>Munistat Services, Inc.</b> Michael Loguercio 12 Roosevelt Avenue Port Jefferson Station, NY 11776 <a href="mailto:Mloguercio@munistat.com">Mloguercio@munistat.com</a>	Total bid left blank on form.	Incomplete bid form.	No COI provided.
<b>Capital Markets Advisors, LLC</b> Rick Ganci 4211 N. Buffalo Rd., Ste. 19 Orchard Park, NY 14127 <a href="mailto:rganci@capmark.org">rganci@capmark.org</a>	No bid form submitted.	Incomplete, no bid form.	Meets requirements.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2024

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).

<b>PRODUCER</b> Haylor, Freyer & Coon, Inc. PO Box 4743 Syracuse NY 13221	<b>CONTACT NAME:</b> Diane Stahl <b>PHONE (A/C, No, Ext):</b> 607-304-9767 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> dstahl@haylor.com
<b>INSURED</b> Fiscal Advisors & Marketing, Inc. 250 S. Clinton St. Ste 502 Syracuse NY 13202	<b>FISCAL ADVISOR</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lloyds of London <b>INSURER B:</b> Beazley Insurance Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 85202 37540

**COVERAGES****CERTIFICATE NUMBER:** 1823718695**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 \$ \$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 \$ \$ \$
A B	Professional Liability Cyber Liability			HMPL230287 V24F02230601	10/31/2023 10/19/2023	10/31/2024 10/19/2024	2,000,000 3,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Professional Liability Retroactive date: January 1, 2003

**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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2024

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	Grimsley Agency of NY LLC 5320 West Taft Rd North Syracuse, Ny 13212 License #: PC-1097969	CONTACT NAME: David Grimsley PHONE (A/C, No, Ext): 315-452-0123 E-MAIL ADDRESS: grimsleyagencydavid@yahoo.com FAX (A/C, No): 315-458-4734
INSURED	Fiscal Advisors & Marketing Inc DBA & Premier Printing, Inc. 250 S Clinton St Suite 502 Syracuse, NY 13202	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers 19046 INSURER B: Travelers 25658 INSURER C: Travelers 25615 INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 00000677-1527146

REVISION NUMBER: 16

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		6806B99059A	05/11/2023	05/11/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> 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	Y		6806B99059A	05/11/2023	05/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000 OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/>	Y		CUP7B001985	05/11/2023	05/11/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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 Y	N/A	UB9T18099A	12/08/2023	12/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Saratoga Springs is named as an Additional Insured on a Primary and Non-Contributory Basis.

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs  
Office of Risk & 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

(DPG)

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULED ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE OF ADDITIONAL INSUREDS AND COVERED OPERATIONS**

NAME OF PERSON OR ORGANIZATION:

PROJECT/LOCATION OF COVERED OPERATIONS:

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization shown in the Schedule Of Additional Insureds And Covered Operations that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds And Covered Operations, to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:
  - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

## COMMERCIAL GENERAL LIABILITY

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
  - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
  - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (a) How, when and where the "occurrence" or offense took place;
    - (b) The names and addresses of any injured persons and witnesses; and
    - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - (2) If a claim is made or "suit" is brought against the additional insured:
    - (a) Immediately record the specifics of the claim or "suit" and the date received; and
    - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.



# CERTIFICATE OF INSURANCE COVERAGE

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) FISCAL ADVISORS & MARKETING INC 250 S. CLINTON STREET, SUITE 502 SYRACUSE, NY 13202  Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 315-752-0051  1c. Federal Employer Identification Number of Insured or Social Security Number 010730758
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Suite21 Saratoga Springs NY 12866	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company  3b. Policy Number of Entity Listed in Box "1a" DBL582863  3c. Policy effective period 01/01/2024 to 12/31/2024


4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the Insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/19/2024 By   
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have been checked)

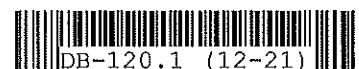
#### State of New York Workers' Compensation Board

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 (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



## **Additional Instructions for Form DB-120.1**

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) 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 NYS 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### **NYS 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.

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**Fwd: Request for Award of Bid on 02/06 Agenda - 2024-02 Financial Advising Services**

---

**From :** Samantha Clemmey <samantha.clemmey@saratoga-springs.org>  
**Subject :** Fwd: Request for Award of Bid on 02/06 Agenda - 2024-02 Financial Advising Services  
**To :** barbara brindisi <barbara.brindisi@saratoga-springs.org>

Mon, Jan 29, 2024 02:50 PM

Please see below Purchasing approval for 2024-02

## Samantha F. Clemmey

### Executive Assistant to Commissioner of Finance

Secretary to Participatory Budgeting Committee  
Finance Department - City Hall  
474 Broadway - Suite 15  
Saratoga Springs, NY 12866  
518-587-3550, Ext. 2526

#### More Information

[Participatory Budgeting Initiative](#)

[Tax Bill Payment & Property Tax Search](#)

[City of Saratoga Springs Finance Department Homepage](#)

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**From:** "Stefanie Richards" <stefanie.richards@saratoga-springs.org>  
**To:** "Samantha Clemmey" <samantha.clemmey@saratoga-springs.org>  
**Cc:** "Dillon Moran" <dillon.moran@saratoga-springs.org>, "Stacy Connors" <stacy.connors@saratoga-springs.org>, "Christine Gillmet-Brown" <christine.brown@saratoga-springs.org>, "Heather Crocker" <heather.crocker@saratoga-springs.org>  
**Sent:** Monday, January 29, 2024 1:40:04 PM  
**Subject:** Re: Request for Award of Bid on 02/06 Agenda - 2024-02 Financial Advising Services

Purchasing requirements have been met.

Thank you

---

**From:** "Samantha Clemmey" <samantha.clemmey@saratoga-springs.org>  
**To:** "Stefanie Richards" <stefanie.richards@saratoga-springs.org>, "Dillon Moran" <dillon.moran@saratoga-springs.org>  
**Cc:** "Stacy Connors" <stacy.connors@saratoga-springs.org>, "Christine Brown" <christine.brown@saratoga-springs.org>, "Heather Crocker" <heather.crocker@saratoga-springs.org>  
**Sent:** Monday, January 29, 2024 1:00:58 PM  
**Subject:** Request for Award of Bid on 02/06 Agenda - 2024-02 Financial Advising Services

Good Afternoon Commissioner Moran & Stefanie,

Please see the attached Award of Bid Sign-Off Form for **RFP 2024-02 for Financial Services to Fiscal Advisors & Marketing, Inc.**

I've included all required documentation in one attachment; please let me know if anything further is needed. Thank you in advance.

Kind Regards,  
Samantha

## Samantha F. Clemmey

**Executive Assistant to Commissioner of Finance**

Secretary to Participatory Budgeting Committee

Finance Department - City Hall

474 Broadway - Suite 15

Saratoga Springs, NY 12866

518-587-3550, Ext. 2526

### **More Information**

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**Fwd: Request for Award of Bid on 02/06 Agenda - 2024-02 Financial Advising Services**

---

**From :** Samantha Clemmey <samantha.clemmey@saratoga-springs.org>  
**Subject :** Fwd: Request for Award of Bid on 02/06 Agenda - 2024-02 Financial Advising Services  
**To :** barbara brindisi <barbara.brindisi@saratoga-springs.org>

Mon, Jan 29, 2024 02:50 PM

See below for R&S approval for 2024-02

## Samantha F. Clemmey

### Executive Assistant to Commissioner of Finance

Secretary to Participatory Budgeting Committee  
Finance Department - City Hall  
474 Broadway - Suite 15  
Saratoga Springs, NY 12866  
518-587-3550, Ext. 2526

#### More Information

[Participatory Budgeting Initiative](#)  
[Tax Bill Payment & Property Tax Search](#)  
[City of Saratoga Springs Finance Department Homepage](#)

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**From:** "Dillon Moran" <dillon.moran@saratoga-springs.org>  
**To:** "Samantha Clemmey" <samantha.clemmey@saratoga-springs.org>  
**Cc:** "Stefanie Richards" <stefanie.richards@saratoga-springs.org>, "Stacy Connors" <stacy.connors@saratoga-springs.org>, "Christine Gillmet-Brown" <christine.brown@saratoga-springs.org>, "Heather Crocker" <heather.crocker@saratoga-springs.org>  
**Sent:** Monday, January 29, 2024 2:44:06 PM  
**Subject:** Re: Request for Award of Bid on 02/06 Agenda - 2024-02 Financial Advising Services

Risk and safety approves

Kind Regards,  
Dillon Moran  
Commissioner of Accounts  
City of Saratoga Springs

On Jan 29, 2024, at 1:01 PM, Samantha Clemmey <samantha.clemmey@saratoga-springs.org> wrote:

Good Afternoon Commissioner Moran & Stefanie,

Please see the attached Award of Bid Sign-Off Form for **RFP 2024-02 for Financial Services to Fiscal Advisors & Marketing, Inc.**

I've included all required documentation in one attachment; please let me know if anything further is needed. Thank you in advance.

Kind Regards,  
Samantha

## Samantha F. Clemmey

### **Executive Assistant to Commissioner of Finance**

Secretary to Participatory Budgeting Committee

Finance Department - City Hall

474 Broadway - Suite 15

Saratoga Springs, NY 12866

518-587-3550, Ext. 2526

#### **More Information**

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<2024-02FiscalAdvisors&MarketingInc-FinancialAdvising(AwardofBidfor02.06.24).pdf>

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**City of Saratoga Springs**  
**OFFICE OF PUBLIC SAFETY**

Daniel Charleson  
Deputy Commissioner

**Commissioner Tim Coll**

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

**MEMO**

**TO:** COMMISSIONER DILLON MORAN

**FROM:** COMMISSIONER Timothy Coll  
DEPUTY COMMISSONER Daniel Charleson

**DATE:** January 23, 2024

**RE:** AWARD OF BID

Commissioner Moran,

The Department of Public Safety would like to Award the Bid for RFP 2023-52  
NYS DOH Certified Instructor Coordinator

Please place on your Agenda for the February 6, 2024 City Council Meeting.

Thank you,

Timothy Coll, Commissioner

Daniel Charleson, Deputy Commissioner

Department of Public Safety



**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 Commissioner of Accounts **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 Commissioner of Accounts **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 Safety- Fire Department

Project or Item Being Awarded: RFP#: 2023-52- NYS DOH Certified Instructor Coordinator

Item Being Extended: \_\_\_\_\_

Vendor Who Won the Bid: Art Breault DBA EMS Concepts vendor #4589

Budget Line Item: A3143414 54471 \$ 40,000.00

Budget Line Item: \_\_\_\_\_ \$ \_\_\_\_\_

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

Commissioner of Accounts: 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 Commissioner of Accounts.

\_\_\_\_\_  
Commissioner of Accounts

\_\_\_\_\_  
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.**

**NYS DOH Certified Instructor Coordinator RFP 2023-52 Bid Results**

**EMS Concepts**

Arthur Breault  
1131 Hedgewood Lane  
Niskayuna, NY 12309  
[artbreault@icloud.com](mailto:artbreault@icloud.com)

<b>Total Bid</b>	<b>Purchasing</b>	<b>Risk and Safety</b>
\$40,000.00	Meets requirements.	Approved.

---

**Re: Award of Bid 2023-52 NYS DOH Certified Instructor Coordinator**

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**From :** Stefanie Richards <[stefanie.richards@saratoga-springs.org](mailto:stefanie.richards@saratoga-springs.org)>

Wed, Jan 24, 2024 09:24 AM

**Subject :** Re: Award of Bid 2023-52 NYS DOH Certified Instructor Coordinator

**To :** Lisa Ribis <[lisa.ribis@saratoga-springs.org](mailto:lisa.ribis@saratoga-springs.org)>

Good morning,

Purchasing requirements have been met.

Thanks

---

**From:** "Lisa Watkins" <[lisa.watkins@saratoga-springs.org](mailto:lisa.watkins@saratoga-springs.org)>

**To:** "Stephanie Richards" <[stefanie.richards@saratoga-springs.org](mailto:stefanie.richards@saratoga-springs.org)>, "Dillon Moran" <[dillon.moran@saratoga-springs.org](mailto:dillon.moran@saratoga-springs.org)>

**Cc:** "Lisa Ribis" <[lisa.ribis@saratoga-springs.org](mailto:lisa.ribis@saratoga-springs.org)>

**Sent:** Wednesday, January 24, 2024 8:43:43 AM

**Subject:** Award of Bid 2023-52 NYS DOH Certified Instructor Coordinator

Good morning,

The Department of Public Safety would like to award bid #2023-52 NYS DOH Certified Instructor Coordinator to Art Breault, EMS Concepts as he was the only bidder. Please place the award on your agenda for the Feb 6, 2024 City Council meeting.

Thank you,

Lisa Watkins  
Code Admin Assistant  
518-587-3550 x 2632  
Code Enforcement  
5 Lake Ave. Ste 5A  
Saratoga Springs, NY 12866

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**Re: Award of Bid 2023-52 NYS DOH Certified Instructor Coordinator**

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**From :** Dillon Moran <[dillon.moran@saratoga-springs.org](mailto:dillon.moran@saratoga-springs.org)> Wed, Jan 24, 2024 10:55 AM  
**Subject :** Re: Award of Bid 2023-52 NYS DOH Certified Instructor Coordinator  
**To :** Lisa Watkins <[lisa.watkins@saratoga-springs.org](mailto:lisa.watkins@saratoga-springs.org)>  
**Cc :** Stephanie Richards <[stefanie.richards@saratoga-springs.org](mailto:stefanie.richards@saratoga-springs.org)>, Lisa Ribis <[lisa.ribis@saratoga-springs.org](mailto:lisa.ribis@saratoga-springs.org)>

Risk and Safety approves.

Kind Regards,

Dillon Moran  
Commissioner of Accounts  
City of Saratoga Springs

On Jan 24, 2024, at 8:43 AM, Lisa Watkins <[lisa.watkins@saratoga-springs.org](mailto:lisa.watkins@saratoga-springs.org)> wrote:

Good morning,

The Department of Public Safety would like to award bid #2023-52 NYS DOH Certified Instructor Coordinator to Art Breault, EMS Concepts as he was the only bidder. Please place the award on your agenda for the Feb 6, 2024 City Council meeting.

Thank you,

Lisa Watkins  
Code Admin Assistant  
518-587-3550 x 2632  
Code Enforcement  
5 Lake Ave. Ste 5A  
Saratoga Springs, NY 12866

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have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

<AwardofBidmemosigned.pdf>

<Insurance.pdf>

<RiskandSafetyAgreement.pdf>

<COSFEMSConcepts1.24.24signed.pdf>

<BidResults2023-52.pdf>

<AwardofBidForm1.23.2024.doc>

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HEALTHCARE PROVIDERS SERVICE  
ORGANIZATION PURCHASING GROUP



**Certificate of Insurance**  
**OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM**

Mail Date: 08/28/23

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0126480680-8	From: 11/01/23 to 11/01/24 at 12:01 AM Standard Time
<b>Name Insured and Address:</b> ARTHUR A BREault 1131 HEDGEWOOD LN NISKAYUNA, NY 12309-4602				<b>Program Administered by:</b> Nurses Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 1-800-247-1500 www.nso.com
<b>Medical Specialty</b>			<b>Code</b>	<b>Insurance Provided by:</b>
Registered Nurse			80964	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Medical Specialty is amended to include Consulting Services				

**Professional Liability** **\$1,000,000 each claim** **\$6,000,000 aggregate**

Your professional liability limits shown above include the following:

- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Indirect Sexual Misconduct included in the PL Limit shown above subject to \$25,000 aggregate sublimit

**Coverage Extensions**

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
<i>Includes Workplace Violence Counseling</i>				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA)	\$ 25,000	per incident	\$ 25,000	aggregate

**Workplace Liability**

Workplace Liability	Included in Professional Liability Limit shown above
Fire and Water Legal Liability	Included in the PL limit above subject to \$150,000 aggregate sub limit
Personal Liability	\$1,000,000 aggregate

**Total \$148.00**

**Premium reflects Employed, Full-time rate**

**Policy Forms and Endorsements** (Please see attached list of policy forms and endorsements)

**Chairman of the Board**

**Secretary**

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

**Coverage Change Date:**  
CNA93692 (11-2018)

**Endorsement Date:**

**Master Policy: 188711433**



## POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
G-121501-C (07-01)	Occurrence Policy Form
G-121503-C (07-01)	Workplace Liability Form
CNA82011 (04-15)	Related Claims Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
GSL13424 (05-09)	Services to Animals
GSL15563NY (04-10)	New York Information Privacy Coverage
GSL15565NY (04-10)	New York Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
CNA80052 (09-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
CNA80051 (09-14)	Amended Definition of Personal Injury Endorsement
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-123846-D31 (07-01)	New York Cancellation and Non-Renewal
G-123813-C31 (01-02)	New York Amendatory Change
GSL18064NY (04-10)	New York Amendatory Endorsement
GSL10550NY (07-08)	New York Amendatory Endorsement
GSL11892NY (03-09)	New York Amendatory Endorsement
GSL-5587-NY (02-10)	Consulting Services Liability Endorsement - New York

Self-employed individuals may be eligible for General Liability coverage subject to underwriting approval. Should an individual practitioner's status change from self-employed to employed, general liability coverage will be deleted and replaced with workplace liability. Please contact Nurses Service Organization for details.

Form #: CNA93692 (11-2018)

Master Policy #: 188711433

Named Insured: ARTHUR A BREAUT

Policy #: 0126480680-8



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/20/2023

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).

<b>PRODUCER</b> BizInsure LLC 2950 Buskirk Ave Suite 300 Walnut Creek, CA. 94597,USA	<b>CONTACT NAME:</b> Pavel Yurkov <b>PHONE (A/C, No, Ext):</b> 1-877-900-9998 <b>E-MAIL ADDRESS:</b> support@bizinsure.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hiscox <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 10200
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**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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"/> PROJECT <input type="checkbox"/> LOC	X X	HSX2GL105729-01	11/19/2023	11/19/2024	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 - COM/POP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	HSX2GL105729-01	11/19/2023	11/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 0 BODILY INJURY (Per person) \$ 0 BODILY INJURY (Per accident) \$ 0 PROPERTY DAMAGE (Per accident) \$ 0 CGL Hired/Non-Owned Auto (each occurrence) \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

As required by contract, Certificate Holder is included as an additional Insured on the General Liability, per form CGL E5421.

## CERTIFICATE HOLDER

City of Saratoga Springs  
474 Broadway  
SARATOGA SPRINGS, NY 12866

LOAN #:

ID #:

## 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

*Pavel Yurkov*



**Workers'  
Compensation  
Board**

**Certificate of Attestation of Exemption  
from New York State Workers' Compensation and/or  
Disability and Paid Family Leave Benefits Insurance Coverage**

***\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

**Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.**

**In the Application of  
(Legal Entity Name and Address):**

Arthur A Breault  
DBA: EMS Concepts  
1131 Hedgewood Ln  
Niskayuna, NY 12309-4602  
PHONE: 518-488-8211 FEIN: XXXXX3836

**Business Applying For:  
Contract with Government Agency**

**From: City of Saratoga Springs**

**Workers' Compensation Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

**Disability and Paid Family Leave Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business **MUST** be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, Arthur A. Breault, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

**SIGN  
HERE**

**Signature:**

**Date:**

11/21/23

**Exemption Certificate Number  
2023-082622**

**Received  
November 21, 2023  
NYS Workers' Compensation Board**

## ***REAL PROPERTY APPRAISAL TECHNICIAN (COMPETITIVE)***

**DISTINGUISHING FEATURES OF THE CLASS:** This is a technical position involving responsibility for obtaining data used by professional personnel in making appraisals of real property. Work is performed under the direct supervision of the Deputy Commissioner of Accounts. General supervision is received from the Commissioner and/or Assistant Assessor. With experience an incumbent may qualify by examination for professional appraisal positions. Gathers basic data for use by the Assessment Office in determining valuation for assessment purposes. Does related work as required.

**TYPICAL WORK ACTIVITIES:** The duties listed are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- ~~• Assists the Assistant Assessor with measuring and preparing scale diagrams of buildings and structures;~~
- ~~• Assists the Assistant Assessor in recording the physical features of properties on property record cards;~~
- Assists the Assistant Assessor in reviewing deeds and other property records to extract pertinent information;
- Reviews, tracks and audits a variety of complex records and/or documents, classifies them and distributes into a variety of accounts according to prescribed procedures and policies; *Checks for accuracy and completeness of records and/or documents.*
- *Processes exemptions which affect City, County, and School Tax bills. Exemptions require specific applications, documentation, and verification. Examples include, but are not limited to, Enhanced STAR Exemption, Senior Exemption, Non-Profit, Agricultural, Clergy, Veterans, and Disability.*
- *Processes forms and applications daily, including but not limited to, change of billing address, municipal exemptions, exemption renewals, mapping inquiries, parcel merges, inspection requests, and bank codes. Processes Deed requests and verification for homeownership and sales.*
- *Responsible for primary support of the Board of Assessment Review (BAR) including advising of appointments/reappointments of BAR members; setting up training, and preparing for and supporting Grievance Day.*
- *Maintains accuracy of information for properties within the City of Saratoga Springs in the NYS Real Property System (RPS) database.*
- *Monitors monthly reports from the NYS Department of Tax and Finance to update exemptions and issues notifications; reports include but are not limited to eligibility, voluntary exemption removal, tentative roll corrections, final roll collections, and STAR credits.*
- ~~• Checks for accuracy and completeness of records and/or documents~~
- Collects and /or rectifies data on parcels (residential, commercial, vacant etc.) within the City of Saratoga Springs for real property tax valuation purposes
- ~~• Assists in projects involving records management techniques for local government departments;~~
- ~~• Works from rough draft or from data personally developed, types accounting and financial statements, statistical tabulations and data, form letters, memoranda, vouchers, reports, requisitions, and other materials;~~
- *Maintains website content for the Assessment Department.*
- Conducts routine correspondence on matters where policies and procedures are well-defined;
- *Primary public contact for the Assessment Department* to answers, either verbally or in writing, questions and/or requests for information in accordance with established policies and procedures.
- ~~• Operates office machines such as computer, copy machine, calculator, facsimile, and other related office equipment~~
- Performs all record retention functions for the Assessment Department including record purging, record retention, and destruction of records as appropriate;

- May be assigned to perform clerical duties while an Accounts Department worker is on vacation, out sick or on an emergency basis.

**FULL PERFORMANCE, KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Working knowledge of modern principles and practices of real property appraisal for tax purposes; working knowledge of building construction practices, materials and costs; familiarity with legal terminology used in deeds, liens, property descriptions and tax records; ability to compute building areas and volumes based on measurements, diagrams, and blueprints; ability to communicate effectively with appraisal professionals and the public; integrity; tact; courtesy; good physical condition.

**MINIMUM QUALIFICATIONS:** as established by New York State Codes, Rules, and Regulations:

**Open Competitive:**

(1) graduation from a New York State accredited two- or four-year college with a major in a related field and a minimum of 12 credit hours in real property appraisal courses; and one year of satisfactory full-time paid experience in an occupation involving the valuation of real property, such as appraiser, valuation data manager, real property appraisal aide or the like. This experience must have been in a full-time paid position requiring the use of independent judgment in the appraisal of real estate, including the preparation of original written detailed reports **OR**

(2) Graduation from high school, or possession of an accredited high school equivalency diploma; and three years of satisfactory full-time paid experience in an occupation involving the valuation of real property, such as appraiser, valuation data manager, real property appraisal aide or the like. Two years of college study in a related field may be substituted for one year of the experience. Two years of this experience must have been in a full-time paid position requiring the use of independent judgment in the appraisal of real estate, including the preparation of original written detailed reports.

**~~Promotional:~~** ~~Satisfactory completion of a TWO (2) YEARS AS A FULL TIME PAID ASSESSMENT CLERK FOR THE CITY OF SARATOGA SPRINGS~~

**~~SPECIAL NOTE:~~** ~~Must possess a valid NYS drivers' license, must maintain said license for the duration of employment and must meet the City of Saratoga Springs' Fleet Safety Policy. For the City of Saratoga Springs, a valid license is defined as a license which is not conditional, temporary, restricted or suspended.~~

**Revised:** January 26, 2005; May 31, 2017; October 25, 2017; November 29, 2017, June 18<sup>th</sup> 2019, June 29<sup>th</sup> 2022

## ***ACCOUNTS DEPARTMENT OFFICE SUPERVISOR (COMPETITIVE)***

**DISTINGUISHING FEATURES OF THE CLASS:** This work involves responsibility for the day-to-day business management and account keeping activities of the Accounts Department. Duties include assuring that the office work flows smoothly and the performance of special tasks as assigned by the department head. Supervision is exercised over the work of the Accounts Department staff. Duties also include responsibility for maintaining fixed assets inventories of all City property and land utilizing data entry systems authorized in the preparation of the City's financial and insurance programs and statutory financial regulator reports. The position will be responsible for conducting periodic and annual audits of the City's inventories per the City Charter under the direction of the Department of Accounts. The position is also responsible for contract support and accountability support between departments and vendors. The incumbent does related work as assigned.

**TYPICAL WORK ACTIVITIES:** The duties listed are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Supports the Deputy Commissioner of Accounts with supervision of the Accounts Department staff and coordinates onboarding and cross-training;
- Supervision is exercised over the work of staff in the Accounts Department;
- Serves as back-up for the Assistant to the Purchasing Agent, Assistant City Clerk, and Deputy Registrar of Vital Statistics;
- Supports contract administration process; including coordination with the legal department to analyze potential risks involved with specific contract terms;
- Supervises and participates in the preparation of payrolls;
- Supervises and participates in the maintenance of departmental records and archives;
- Assists the department head in the preparation of annual budgets;
- Coordinates computer interface with department data processing and records to provide fiscal information to comply with various state and federal regulations;
- Assists in and supervises the maintenance of departmental revenue and expenditure budget accounts;
- Supervises and maintains inventory of office supplies for department;
- Works under the direction of the Deputy Commissioner to assist in creating and maintaining database used in the City's Financial and Insurance Program;
- Responsible for the data entry of all fixed assets inventory to show acquisitions, transfers, deletions, and retirements using the current computer database system;
- Assists in developing and managing a system for fixed assets inventory for insurance program purposes;
- Assists Department Heads in managing departmental systems and processes to update fixed asset inventory by department;
- Maintains inventory database of the fixed assets for all City facilities;
- Issues identifying code tags for all articles of equipment in the fixed assets inventory per the City's policies;
- Creates and distributes fixed asset reports for all City Department equipment for insurance and finance department purposes per the definitions established within the MUNIS Accounting System;
- Coordinates with the Department of Public Works regarding lease agreements and invoicing;
- Assists Department Heads in managing departmental systems and processes to review existing contracts;
- Ensures all deadlines and conditions described on contracts are met (e.g. payments and shipping);
- *Supports development and management of the Short Term Rental Registry.*
- *Supports review of insurance documentation for City's insurance program as it relates to the License Bureau.*
- May submit or supervise the submission of reimbursement vouchers to New York State or other entities;
- May perform special projects as assigned by the department head such as researching records, determining work flow and priorities and cost studies;
- May be assigned to perform clerical duties while an Accounts Department employee is on vacation, out sick, or in an emergency basis.
- Other related duties as assigned.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES, AND PERSONAL CHARACTERISTICS:** Good knowledge of modern office practices, procedures and equipment; good knowledge of the operation of a government department; working knowledge of modern account keeping practices; working knowledge of business law; ability to learn modern governmental personnel procedures; ability to maintain and research governmental financial records; ability to read and interpret legal instruments such

as contracts and liens; ability to communicate effectively with others, both orally and in writing; ability to adapt to a variety of assignments; tact and courtesy; computer literacy.

**MINIMUM QUALIFICATIONS: EITHER**

1. Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree in Business Administration, Business Management, or closely related field of study, and ONE YEAR full time paid (or its part time 20hr per week paid equivalence) of administrative experience; OR
2. Graduation from a regionally accredited or New York State registered college or university with an Associate's Degree in Business Administration, Business Management, or closely related field of study, and THREE (3) YEARS of full time paid (or its part time 20hr per week paid equivalence) administrative experience; OR
3. Graduation from high school or possession of a high school equivalency diploma majoring in Business or Accounting and FIVE (5) YEARS of full time paid (or its part time 20hr per week paid equivalence) of administrative experience.

NOTE: Administrative experience defined as: Duties which include responsibility for maintaining or auditing the books of an account or an organization. This experience must have included responsibility for maintaining or auditing the general ledger and general journal, and/or supervision of clerical staff.

New position created CSC 05/31/23, updated 01/31/2024



## Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made and entered into as of the latter date of the signatures below (the "Effective Date") by and between Saratoga Springs, NY ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

**1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

**"Agreement Term"** means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

**"Extension Term"** means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

**"Granicus Products and Services"** means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

**"Initial Term"** shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

**"Order"** means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

**"Order Term"** means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

**"Statement of Work" or "SOW"** means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

**"Support"** means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

**2. Ordering and Scope**

**2.1. Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.













































































































































- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.
- 2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

### **3. Use of Granicus Products and Services and Proprietary Rights**

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the “Permitted Use”).
  - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus’ written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
  - 3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client’s passwords.
  - 3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
    - 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client’s website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
  - 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.













































































































































**3.2.5. Granicus Subscriber Information for Communications Cloud Suite only**

**3.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

**3.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

**3.2.5.3. Data Obtained through the Granicus Advanced Network**

**3.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

**3.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

**3.2.5.3.3. Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

**3.3. Restrictions.** Client shall not:

**3.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;













































































































































- 3.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
  - 3.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
  - 3.3.4.** Client must not use the Services as a door or signpost to another server.
  - 3.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
  - 3.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
  - 3.3.7.** Use the Granicus Products and Services for any unlawful purposes;
  - 3.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
  - 3.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
  - 3.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

#### 4. Payment

- 4.1. Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.
- 4.3. Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term.













































































































































## 5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided “AS IS” and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT’S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

## 6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information (“Confidential Information”). Confidential Information shall include: (i) Granicus’ Products and Services, (ii) non-public information if it is clearly and conspicuously marked as “confidential” or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party’s possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party’s Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.













































































































































- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.
- 6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

## **7. Term and Termination**

- 7.1. Agreement Term.** The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.













































































































































## 8. Limitation of Liability

**8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (B) LOSS OF BUSINESS; (C) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT.

**8.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

## 9. Insurance.

**9.1.** The City requires Granicus include the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;-
- Cyber/TechnologyErrors and Omissions: Five Million Dollars per Claim Aggregate; AND
- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

**9.2.** It shall be an affirmative obligation of Granicus to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866, within thirty (30) business days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. Granicus acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract. Granicus shall provide the City with a Certificate of Insurance including the City as ***Additional Insured on a primary and non-contributory basis***prior to the commencement of any work. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the City. In the event Granicus utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall include the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed within its contracted activities for the contract as executed.













































































































































## 10. Indemnification

**10.1. Indemnification by Granicus.** Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus











































































































































Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

**10.2. Indemnification by Client.** Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.

**10.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

## **11. General**

**11.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

**11.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

**11.3. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

**11.4. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

**11.5. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

**11.6. No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

**11.7. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other













































































































































nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

Granicus		Saratoga Springs, NY	
<b>ATTN:</b>	Contracts	<b>ATTN:</b>	
<b>Address:</b>	408 St. Peter Street Suite 600 Saint Paul, MN 55102	<b>Address:</b>	
<b>Phone:</b>	(651) 757-4154	<b>Phone:</b>	
<b>Email:</b>	contracts@granicus.com	<b>Email:</b>	

**11.8. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

**11.9. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of New York, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Saratoga, New York.

**11.10. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.

**11.11. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.













































































































































**11.12. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client’s use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

**Granicus**

**By:**

DocuSigned by:  
*Alex Bern*  
0F7DAA9D3DAD473...  
(Authorized Signature)

**Name:**

Alex Bern  
(Print or Type Name of Signatory)

**Title:**

Contracts Manager

**Date:**

2/2/2024  
(Execution Date)

**Saratoga Springs, NY**

**By:**

(Authorized Signature)

**Name:**

(Print or Type Name of Signatory)

**Title:**

**Date:**

(Execution Date)

Attachment(s): Exhibit A (Proposal)















































































































































## EXHIBIT A

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Saratoga Springs, NY

### Granicus Proposal for Saratoga Springs, NY

#### ORDER DETAILS

<b>Prepared By:</b>	Samantha White
<b>Phone:</b>	(415) 278-7279
<b>Email:</b>	samantha.white@granicus.com
<b>Order #:</b>	Q-305957
<b>Prepared On:</b>	01 Feb 2024
<b>Expires On:</b>	29 Feb 2024

#### ORDER TERMS

<b>Currency:</b>	USD
<b>Payment Terms:</b>	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
<b>Period of Performance:</b>	The term of the Agreement will commence on the date this document is signed and will continue for 12 months.



























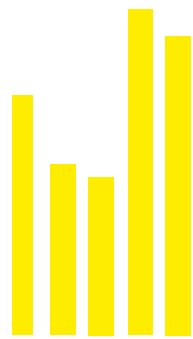


























































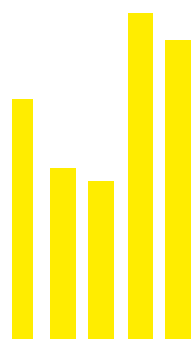


























































## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	\$0.00
24/7 Hotline - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
ESRI Setup and Configuration	Up Front	1 Each	\$1,000.00
Rental Activity Monitoring Lite - Setup and Configuration	Up Front	1 Each	\$0.00
Rental Activity Monitoring Lite - Online Training	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Setup and Configuration	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$1,000.00















































































































































New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1 Each	\$18,912.60
24/7 Hotline	Annual	1 Each	\$7,354.90
Compliance Monitoring	Annual	1 Each	\$9,981.65
Esri Integration	Annual	1 Each	\$5,000.00
Rental Activity Monitoring Lite	Annual	1 Each	\$7,092.40
Enhanced Short-Term Rental Registration Portal	Annual	1 Each	\$7,354.90
Mobile Permitting & Registration	Annual	1 Each	\$0.00
SUBTOTAL:			\$55,696.45













































































































































## PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	<p>Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, &amp; Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction</p> <ul style="list-style-type: none"> <li>- Updating listing activity and details every 3-5 days</li> <li>- Screenshot activity of every listing</li> <li>- Deduplication of listings into unique Rental Units</li> <li>- Activity dashboard and map to monitor trends and breakdown of compliance</li> </ul>
24/7 Hotline	<p>24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos)</p> <ul style="list-style-type: none"> <li>- 24/7 call center for citizens to contact and report complaints verbally</li> <li>- Recordings for all call center complaints</li> <li>- Email notifications to your team when complaints are logged</li> <li>- Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint</li> <li>- SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes</li> <li>- Hotline Dashboard for tracking complaint volumes, trends, and categories</li> <li>- Ability to upload Notes/Comments to each complaint</li> </ul>
Compliance Monitoring	<p>Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7</p> <ul style="list-style-type: none"> <li>- Configure letter templates with your branding and letterhead</li> <li>- Add as many letter sequences as you need for escalation</li> <li>- Monitor properties that become compliant after letter enforcement</li> </ul>
Esri Integration	<p>One way integration from Esri ArcGIS to Host Compliance for weekly property data (assessor data) syncing.</p>















































































































































Solution	Description
Address Identification - Setup and Configuration	<p>Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.</p> <p><i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i></p>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
24/7 Hotline - Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.
24/7 Hotline - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.
ESRI Setup and Configuration	Standard ESRI integration to automatically send parcel updates to enable Address Identification.
Rental Activity Monitoring Lite - Setup and Configuration	Setup and configuration of Rental Activity Monitoring Lite
Rental Activity Monitoring Lite - Online Training	Virtual training session with a Granicus professional services trainer.













































































































































Solution	Description
Enhanced Short-Term Rental Registration Portal	<p>Mobile-enabled online portal and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:</p> <ul style="list-style-type: none"> <li>· Host Login and Dashboard</li> <li>· Parcel Number lookup and validation</li> <li>· ACH, Debit, and Credit Payments exclusively powered by Stripe.com</li> <li>· Registration Number &amp; Certificate creation</li> <li>· Document Upload</li> <li>· Renewals</li> <li>· Email confirmation</li> <li>· Admin workflow management for approval &amp; denial</li> </ul>
Mobile Permitting & Registration	<p>Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:-</p> <ul style="list-style-type: none"> <li>- Parcel Number lookup and validation</li> <li>- E-Signatures</li> <li>- ACH, Debit, and Credit Payments exclusively powered by Stripe.com</li> <li>- Registration Number &amp; Certificate creation</li> <li>- Document Upload</li> <li>- Renewals</li> <li>- Email confirmation</li> <li>- Admin approval &amp; denial</li> </ul>
Mobile Permitting & Registration - Setup and Configuration	<p>Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation</p>
Mobile Permitting & Registration - Online Training	<p>Virtual training session with a Granicus professional services trainer.</p>















































































































































## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-305957 dated 01 Feb 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Saratoga Springs, NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.















































































































































BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[    ] - No [    ] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:  
*The pricing, terms, and conditions of quote Q-305957 dated 01 Feb 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Saratoga Springs, NY	
Signature:	
Name:	
Title:	
Date:	















































































































































## EXHIBIT B

**City of Saratoga Springs, NY: Risk and Safety Agreement for Technology Services**

City Project Number: \_\_\_\_\_ City Project Name: **Short-Term Rental Compliance Monitoring- RFP 2023-45 Prevailing Wage Project**  
 No.: \_\_\_\_\_ City Department: **Accounts Department** Department Contact Person: **Dillon Moran/Stacy Connors** City Ext. **2543**  
 Company Name: **Granicus, LLC**  
 Company Address: **408 St. Peter St., Suite 600, Saint Paul, MN 55102**  
 Company Telephone No.: **631-619-2020 x7783** Company Fax No.: \_\_\_\_\_  
 Consultant Primary Contact for This Project: **Graeme Dempster** Title: **Director of Sales**

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Except for Cyber/Privacy Liability Insurance, and Technology Errors and Omissions Insurance, eEvery required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A--:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant ~~name to include~~ the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Cyber /Privacy Liability Insurance:** Five Million Dollars per occurrence aggregate. This insurance shall include coverage for Privacy Notification Expenses, Third Party claims including regulatory defense & payment of fines or penalties, and First Party claims including Data Recovery Costs, Cyber Extortion, and data in the care, custody and control of the insured;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Technology Errors and Omissions Insurance:** Two Million per Claims Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to **Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 21, Saratoga Springs, NY 12866**, within ~~two (2)~~**thirty (30)** days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance ~~naming including~~ the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall ~~name include~~ the City as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees, from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the













































































































































Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City shall have the right to immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Consultant, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Consultant Signature: \_\_\_\_\_

*Kelly Oliver*

065201CE166448D...

Date: \_\_\_\_\_

12/28/2023















































































































































# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2024

12/21/2023

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).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (A/C. No. Ext): <b>E-MAIL</b> <b>ADDRESS:</b>	<b>FAX</b> (A/C. No):
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Berkley National Insurance Company		38911
<b>INSURER B:</b> ACE American Insurance Company		22667
<b>INSURER C:</b> Riverport Insurance Company		36684
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

COVERAGES GRAIN01

CERTIFICATE NUMBER: 15727468

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	TCP 7024348-10	10/20/2023	10/20/2024	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 - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 Ded <input checked="" type="checkbox"/> Coll \$1,000 Ded	Y	N	TCP 7024348-10	10/20/2023	10/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	TCP 7024348-10	10/20/2023	10/20/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	TWC 7024349-10	10/20/2023	10/20/2024	<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	Prof Liab/Tech E&O/Cyber Liab	Y	N	F16817867 002	12/15/2023	10/20/2024	\$5M Per Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Saratoga Springs, NY, its officers, officials, employees, agents and volunteers is/are an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement or policy language. Insurance provided to Additional Insured is primary and non-contributory as per the attached endorsements or policy language.

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

15727468  
Saratoga Springs, NY  
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



**To whom it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **15727468**.

- Email: [PacificeDelivery@lockton.com](mailto:PacificeDelivery@lockton.com)
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

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**Lockton Insurance Brokers, LLC – Pacific Series**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement broadens coverage. The following schedule of coverage extensions is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement along with your entire policy carefully to determine the extent of coverage afforded.

#### SCHEDULE OF COVERAGE EXTENSIONS

A.	Additional Insured — Lessors of Leased Equipment	L.	Duties in the Event of Occurrence, Offense, Claim or Suit
B.	Additional Insured — Owners, Managers or Lessors of Premises	M.	Expected or Intended Injury or Damage (Property Damage)
C.	Additional Insured - Primary and Non- contributory	N.	Damage to Premises Rented To You
D.	Additional Insured — Vendors	O.	Medical Payments
E.	Additional Insured — Written Contract or Agreement	P.	Non-owned Aircraft
F.	Aggregate Limit Per Location	Q.	Non-owned Watercraft
G.	Amateur Athletic Participants	R.	Newly Acquired or Formed Organizations
H.	Bodily Injury Definition	S.	Supplementary Payments
I.	Broadened Named Insured	T.	Unintentional Omission
J.	Damage to Property — Borrowed Equipment, Customer Goods, Use of Elevators	U.	Waiver of Subrogation - Blanket
K.	Good Samaritan Services		

#### A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

Under **Section II - Who Is An Insured** the following is added:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed after the equipment lease expires.

#### B. ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

Under **Section II - Who Is An Insured** the following is added:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

**C. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**D. ADDITIONAL INSURED - VENDORS**

Under **Section II - Who Is An Insured** the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business. The insurance provided to such vendor is subject to the following provisions:
  1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  2. The insurance provided to such vendor does not apply to:
    - a. Any express warranty not authorized by you;
    - b. Any change in "your products" made by such vendor;
    - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
    - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
    - e. Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
    - f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

1. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**E. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT**

Under **Section II - Who Is An Insured** the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or omissions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**F. AGGREGATE LIMIT PER LOCATION**

1. Under **Section III - Limits Of Insurance**, the following is added:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

**2. Section V - Definitions** the following is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**G. AMATEUR ATHLETIC PARTICIPANTS**

Under **Section II - Who Is An Insured** the following is added:

Any person representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

**1. "Bodily injury" to:**

- a. A co-participant, your "employee" or "volunteer worker" while participating in amateur athletic activities that you sponsor; or
- b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company); or

**2. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:**

- a. A co-participant, your "employee" or "volunteer worker"; or
- b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company).

**H. BODILY INJURY**

Under **Section V - Definitions** the definition of "bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

**I. BROADENED NAMED INSURED**

Under **Section II - Who Is Insured** the following is added:

Any person or organization named in the Declarations and any organization you own, newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain more than 50% of the interests entitled to vote generally in the election of the governing body of such organization will qualify as a Named Insured if there is no other similar insurance available to such organization until the end of the policy period.

Coverage under this provision does not apply to any person or organization for which coverage is excluded by endorsement.

**J. BROADENED PROPERTY DAMAGE - BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS**

The insurance for "property damage" liability is subject to the following:

**1. Under Section I - Coverages Coverage A Bodily Injury and Property Damage Liability paragraph 2. Exclusions item j. Damage To Property** is amended as follows:

- a. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
- b. The exclusions for:
  - (1) Property loaned to you;
  - (2) Personal property in the care, custody or control of the insured; and
  - (3) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

**2. Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "customers' goods" is \$25,000 per "occurrence".**

**3. Under Section V - Definitions** the following is added:

"Customers' goods" means goods of your customer on your premises for the purpose of being:

- a. Repaired; or

b. Used in your manufacturing process.

4. Under **Section IV - Commercial General Liability Conditions** the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions.

#### K. GOOD SAMARITAN SERVICES

1. **Section II - Who Is Insured**

2. item d. the following is added:

This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".

3. Under **Section V - Definitions** the following definition is added

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

#### L. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions** paragraph 2. **Duties In The Event Of Occurrence, Claim or Suit** is amended to include the following:

1. The requirements that you must:

- a. Notify us of an "occurrence" offense, claim or "suit"; and  
b. Send us documents concerning a claim or "suit" apply only when such accident claim, "suit" or loss is known to:

- (1) You, if you are an individual;  
(2) A partner, if you are a partnership;  
(3) An executive officer of the corporation or insurance manager, if you are a corporation; or  
(4) A manager, if you are a limited liability company.

2. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers' compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

#### M. EXPECTED OR INTENDED INJURY OR DAMAGE (PROPERTY DAMAGE)

Under **Section I - Coverages Coverage A Bodily Injury And Property Damage Liability** paragraph 2. **Exclusions** item a. **Expected Or Intended Injury** is deleted and replaced by the following:

a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### N. DAMAGE TO PREMISES RENTED TO YOU

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. The last paragraph under 2. **Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner, including the contents of premises rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**

2. The paragraph immediately after Sub-paragraph j.(6) of Paragraph 2. **Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs (1) (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**



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3. Paragraph 6. of **Section III - Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the greater of:

a. \$500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations;

is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner, including the contents of such premises rented to you for a period of seven or fewer consecutive days.

4. Subparagraph b.(1)(a)(ii) of Paragraph 4. **Other Insurance of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

(ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner, or for personal property of others in your care, custody or control;

5. Subparagraph a. of Definition 9. "Insured contract" of **Section V - Definitions** is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this provision "smoke" does not include smoke from agricultural smudging, industrial operations or a "hostile fire".

**O. MEDICAL PAYMENTS**

1. Under **Section I - Coverages Coverage C Medical Payments** paragraph 1. **Insuring Agreement** the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
2. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
3. This provision O. does not apply if **Coverage C Medical Payments** is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

**P. NON-OWNED AIRCRAFT**

1. Under **Section I - Coverages Coverage A Bodily Injury and Property Damage Liability** item 2. **Exclusions** item g. **Aircraft, Auto Or Watercraft** does not apply to an aircraft that is:
  - a. Hired, chartered or loaned with a paid crew; and
  - b. Not owned by any insured.
2. The insurance afforded by this provision P. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

**Q. NON-OWNED WATERCRAFT**

1. Under **Section II - Who Is Insured** is amended as follows:

To include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

  - a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
2. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A Bodily Injury And Property Damage Liability** the limitation on the length of a watercraft is increased to 75 feet.
3. The insurance afforded by this provision Q. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

**R. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Under **Section II - Who Is An Insured** item **3.a.** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the end of the current policy period.

**S. SUPPLEMENTARY PAYMENTS**

Under **Section I - Coverages Supplementary Payments - Coverages A and B** is amended as follows:

1. The limit for the cost of bail bonds is amended to \$2,500; and
2. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

**T. UNINTENTIONAL OMISSION**

Under **Section IV - Commercial General Liability Conditions** paragraph **6. Representations** the following is added:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**U. WAIVER OF SUBROGATION - BLANKET**

Under **Section IV - Commercial General Liability Conditions** paragraph **8. Transfer of Rights of Recovery Against Others to Us** the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BUSINESS AUTO BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following form:

**BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the policy, the provisions of this endorsement apply.

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

**SCHEDULE**

<b>Coverage</b>	<b>Limit of Insurance</b>
Who is an Insured - Employees, Partners, Members, Volunteers and Board Members	Included
Automatic Additional Insureds - By Contract and Primary and Non-Contributory Provision	Included
Leased Auto Coverage	Included
Owned Subsidiaries and Newly Acquired or Formed Organizations	Included
Supplementary Payments - Bail Bonds	\$5,000
Supplementary Payments - Loss of Earnings	\$1,000 - Per Day
Fellow Employee	Included
Physical Damage Coverage Extensions - Towing	\$200 - Any Auto
Physical Damage Coverage Extensions - Glass Breakage	No Deductible
Physical Damage Coverage Extensions - Transportation Expenses	\$100 - Per Day \$3,000 - Maximum
Hired Auto Physical Damage Coverage	\$100 - Per Day \$3,000 - Maximum
Total Theft of a Covered Auto	\$500 - Personal Items \$1,000 - Reasonable Expenses to Return Stolen Auto
Auto Loan / Lease Gap Protection	Included
Customization Coverage	\$2,000
Newly Acquired Owned Autos and Donated Autos Physical Damage Coverage	\$100,000
Rental Reimbursement Coverage	\$100 per day up to 30 days \$500 for reasonable expenses to remove and replace your materials and equipment
Accidental Discharge - Airbag Coverage	Included
Original Equipment Manufacturer OEM Part Replacement	Included
Multiple Deductibles	Included

**SCHEDULE (Continued)**

<b>Coverage</b>	<b>Limit of Insurance</b>
Notice and Knowledge of Occurrence - Duties in the Event of Accident, Claim, Suit or Loss	Included
Blanket Waiver of Subrogation By Written Contract	Included
Unintentional Errors And Omissions	Included
Mental Anguish	Included

**A. WHO IS AN INSURED - EMPLOYEES, PARTNERS, MEMBERS, VOLUNTEERS AND BOARD MEMBERS**

The following is added to **Section II - Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured**:

- d. Any "employee", partner or member of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- e. Anyone volunteering services to you while using a covered "auto" you don't own, hire or borrow in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".
- f. Board members (or their spouses) while renting a vehicle while on business for the named insured.

**B. AUTOMATIC ADDITIONAL INSUREDS BY CONTRACT AND PRIMARY AND NON-CONTRIBUTORY PROVISION**

1. **Section II - Covered Autos Liability Coverage**, Paragraph **A.1. Who is An Insured** is amended to include as an Insured any person or organization whom you are required to add as an Additional Insured on this policy under a written contract or written agreement in effect on the date of the "accident"; and signed by all parties prior to the "accident."
2. This person or organization is an Additional Insured only to the extent you are liable for an "accident" caused, in whole or in part, by the use of a covered "auto" being driven by you or any "insured." However:
  - a. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
  - b. If coverage provided to the Additional Insured is required by a written contract or written agreement, the insurance afforded to such Additional Insured will not be broader than that which you are required by the written contract or written agreement to provide for such Additional Insured.
3. With respect to insurance provided to an Additional Insured the following provisions apply:
  - a. This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:
    - (1) The Additional Insured is a Named Insured under such other insurance; and
    - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.
  - b. When a written contract or written agreement does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.
  - c. Regardless of the written contract or written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or any other basis for which the Additional Insured has been added as an additional insured on other policies.
  - d. If coverage provided to the additional insured is required by a written contract or written agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
    - (1) Required by the written contract or written agreement; or
    - (2) Available under the applicable Limits of Insurance show in the Declarations; whichever is less.

**C. LEASED AUTO COVERAGE**

With respect to insurance provided to an Additional Insured who is a lessor of a "leased auto" the following provisions apply:

1. **Section II - Covered Autos Liability Coverage**, Paragraph **A. Coverage** is amended by adding the following:

- a. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not covered "auto" you hire or borrow.

- b. For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.
- c. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

**2. Section IV - Business Auto Conditions, Paragraph A.4. Loss Payment - Physical Damage Coverages** is amended by adding the following:

- a. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- c. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**3. Section V - Definitions** is amended by adding the following definition:

"Leased auto" means any "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**D. OWNED SUBSIDIARIES AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

**Section II - Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** is amended by adding the following:

The following are "insureds":

- 1. Any subsidiary which is a legally incorporated entity of which you maintain ownership or majority interest on the effective date of this Coverage Form, except:
  - a. Any subsidiary that is an insured under any other automobile liability policy.
  - b. Any subsidiary which would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.
- 2. Any organization you newly acquire or form, and in which you maintain ownership or majority interest, but only for the period beginning when you first maintained majority interest until the end of the policy period of this Coverage Form, or the next anniversary of the inception date of this Coverage Form, whichever is earlier. However, the newly acquired or formed organization is not an "Insured":
  - a. For "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
  - b. If it is an insured under any other automobile liability policy or would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.

**E. SUPPLEMENTARY PAYMENTS**

- 1. **Section II - Covered Autos Liability Coverage, Paragraph A.2.a.(2)** is deleted and replaced with the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- 2. **Section II - Covered Autos Liability Coverage, Paragraph A.2.a.(4)** is deleted and replaced with the following:

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

**F. FELLOW EMPLOYEE**

**Section II - Covered Autos Liability Coverage, Paragraph B.5.b.** is amended with the addition of the following:

This exclusion does not apply to "bodily injury" resulting from the use of a covered "auto" you own or hire. This Coverage is excess over any other collectible insurance.

**G. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TOWING**

**Section III - Physical Damage Coverage, Paragraph A.2. Towing** is deleted in its entirety and replaced with the following:

**2. Towing**

We will pay up to \$200 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

## **H. PHYSICAL DAMAGE COVERAGE EXTENSIONS - GLASS BREAKAGE**

**Section III - Physical Damage Coverage, Paragraph A.3. Glass Breakage - Hitting a Bird or Animal Falling Objects or Missiles** is amended by adding the following:

No deductible for covered "autos" applies to "loss" resulting from glass breakage.

## **I. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TRANSPORTATION EXPENSES**

**Section III - Physical Damage Coverage, Paragraph A.4.a. Transportation Expenses** is deleted in its entirety and replaced with the following:

### **a. Transportation Expenses**

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expense incurred by you because of "loss" to a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred until the covered "auto" is returned to use or we pay for its "loss," regardless of the policy's expiration.

We will pay under this Coverage Extension only that amount of Transportation Expenses which is not already provided under Paragraph **O. Rental Reimbursement Coverage Extension** of this endorsement.

## **J. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

### **Hired Auto Physical Damage Coverage**

If Comprehensive Coverage, Specified Causes of Loss or Collision Coverage is shown in the Declarations for any covered "auto", then the same type of Physical Damage Coverage is provided for any Hired Auto, subject to the following:

1. The most we will pay for any one "accident" or "loss" is the lesser of:
  - a. The actual cash value of the covered "auto" at the time of the "loss"; or
  - b. The actual cost to repair or replace such covered "auto" at the time of the "loss".
2. The Limit of Insurance as determined under Paragraph 1. above, will be reduced by any applicable Comprehensive or Collision deductible for each covered "auto". This deductible will be equal to the largest deductible applicable under any coverage for such covered "auto". No deductible applies to "loss" caused by fire or lightning.
3. The coverage provided by this Coverage Extension will be excess over any other collectible insurance.
4. Subject to Paragraphs 1., 2., and 3. above, we will provide the broadest coverage applicable to any covered "auto" shown in the Declarations.
5. For coverage provided under this coverage extension, the last sentence of Paragraph **A.4.b. of Section III - Physical Damage Coverage**, is deleted and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3,000 per "accident" if loss of use results from an "accident" for which you are legally liable and the lessor incurs a financial loss.

## **K. TOTAL THEFT OF A COVERED AUTO**

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

### **Total Theft of a Covered Auto**

In the event of the total theft of a covered "auto":

1. Coverage includes personal items in the covered "auto" at the time of loss up to a maximum of \$500. No deductible applies to this coverage.
2. We will pay reasonable expenses for returning the stolen covered "auto" to you once it is recovered, up to a maximum of \$1,000. No deductible applies to this coverage.

## **L. AUTO LOAN / LEASE GAP PROTECTION**

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

In the event of a total "loss" of a covered "auto" shown in the Declarations for which Physical Damage Coverage is provided, we will provide coverage for any unpaid amount due on the lease or loan for such covered "auto", less the following:

1. The amount paid under the Physical Damage Coverage Section of the Policy for that covered "auto"; and
2. Any:
  - a. Overdue lease or loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

#### **M. CUSTOMIZATION COVERAGE**

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

1. We will pay with respect to a covered "auto" for "loss" to automobile customization which includes special carpeting and insulation, height - extended roofs and custom murals, paintings, vinyl wraps or other details or graphics.
2. Our limit of liability for "loss" to automobile customizations in any one "loss" shall be the least of:
  - a. The actual cash value of the stolen or damaged property;
  - b. The amount necessary to repair or replace the property; or
  - c. \$2,000.

This Coverage Extension does not apply to electronic equipment.

#### **N. NEWLY ACQUIRED OWNED AUTOS AND DONATED AUTOS PHYSICAL DAMAGE COVERAGE**

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

1. If Comprehensive, Specified Causes of Loss, or Collision Coverage is provided by this Policy, the coverage is extended to apply to Physical Damage "loss" to your newly acquired owned "autos" and donated autos. We will provide the broadest coverage available to any covered "auto" shown in the Declarations.
2. The most we will pay for "loss" to a newly acquired "auto" or donated auto is the least of:
  - a. The actual cash value of the damaged or stolen property as of the time the "loss," or your actual cost of purchase of the newly acquired "auto", whichever is more;
  - b. The actual cost of:
    - (1) Replacing the damaged or stolen property with other property of like kind and quality; or
    - (2) Repairing the damaged property without deduction for depreciation; or
  - c. \$100,000.However, the most we will pay for all covered physical damage "loss" for newly acquired autos and donated autos occurring during the policy period shown on the Declarations is \$100,000.
3. For each newly acquired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning.
4. Coverage under this Extension, for newly acquired owned "autos" is afforded until you notify us to add the newly acquired owned vehicle to your auto schedule or until the end of the policy period, whichever is earlier.

#### **O. RENTAL REIMBURSEMENT COVERAGE EXTENSION**

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

1. For those covered "autos" for which you carry Comprehensive or Specified Cause of Loss Coverage:
  - a. We will pay up to \$100 per day, for up to 30 days, for Rental Reimbursement Expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto".
  - b. We will pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".
2. We will pay under this coverage extension only that amount of your Rental Reimbursement Expenses which is not already provided under Paragraph I. **Transportation Expenses** of this endorsement.



**P. ACCIDENTAL DISCHARGE - AIRBAG COVERAGE**

**Section III - Physical Damage Coverage**, Exclusion **B.3.a.** does not apply to "loss" due and confined to the accidental discharge of an airbag. No deductible applies to this coverage.

**Q. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART REPLACEMENT**

**Section III - Physical Damage Coverage**, Paragraph **C.1. Limits of Insurance** is amended to include the following:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer (OEM) replacement parts if the damage parts cannot be repaired.

**R. MULTIPLE DEDUCTIBLES**

**Section III - Physical Damage Coverage**, Paragraph **D. Deductible** is amended to add the following:

When two or more covered "autos" sustain "loss" in a single incident, a single Physical Damage deductible will apply to the total "loss" for all covered "autos." That deductible will be the largest of all deductibles applying to any of the covered "autos" involved in the single incident.

**S. NOTICE AND KNOWLEDGE OF OCCURRENCE - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

**1. Section IV - Business Auto Conditions**, Paragraph **A.2.a.** is deleted and replaced with the following:

**a.** In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative notice as soon as practicable of the "accident" or "loss" after the "accident" or "loss" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation). Notice shall include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

**2. Section IV - Business Auto Conditions**, Paragraph **A.2.b(2)** is deleted and replaced with the following:

**(2)** As soon as practicable send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" after the claim or "suit" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation).

**T. BLANKET WAIVER OF SUBROGATION BY WRITTEN CONTRACT**

**Section IV - Business Auto Conditions**, Paragraph **A.S.** is amended to add the following:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or written agreement signed by all parties prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such written contract or written agreement. The waiver applies only to the person or organization designated in such written contract or written agreement.

**U. UNINTENTIONAL ERRORS AND OMISSIONS**

**Section IV - Business Auto Conditions**, Paragraph **B.2.** is amended to add the following:

However, if you should unintentionally mispresent or conceal information to us at any time, we will not deny coverage under this policy based on this unintentional error or omission.

This provision does not affect our right to cancel or non-renew your coverage or collect additional premium for any added exposures.

**V. MENTAL ANGUISH**

**Section V - Definitions**, Definition **C.** "Bodily Injury" is deleted and replaced by the following:

"Bodily Injury" means physical injury, sickness or disease sustained by a person including death resulting from any of these. "Bodily Injury" also means mental injury, mental anguish, humiliation or shock if directly resulting from physical injury, sickness or disease to that person.



# 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) GRANICUS LLC 408 ST PETER ST, STE 600 SAINT PAUL, MN 55102	1b. Business Telephone Number of Insured (651) 726-7313
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1c. Federal Employer Identification Number of Insured or Social Security Number 411941088
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) SARATOGA SPRINGS, NY 474 BROADWAY SARATOGA SPRINGS, NY 12866	3a. Name of Insurance Carrier <b>New York State Insurance Fund (NYSIF)</b> 3b. Policy Number of Entity Listed in Box "1a" DBL 6885 24 - 9 3c. Policy effective period 06/29/2023 to 06/29/2024

### 4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits  
☐ B. Disability benefits only  
☐ C. Paid family leave benefits only

### 5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law  
☐ B. Only the following class or classes of employer's employees:

\_\_\_\_\_  
\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12/20/2023

By Kristin Markwica

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332

Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

**IMPORTANT:** If Box 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, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

## PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's 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 not withstanding 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.

## Sample Form COSF-2

Request for Certification of Sufficient Funds

Submittal Date:

The Department of Accounts 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):

RFP 2023-45 Short-Term Rental Compliance Monitoring Project has requested funds from A012-40599 to Accounts Professional Services A3051414/54720

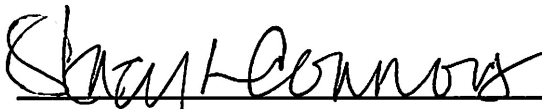
Appropriation – Current Budget Expense Org/Object/Proj(s):

Amount Requested for Approval: \$ 56,696.045

DS  


Current Amount Available: \$

Transfer/Amendment Pending: \$ 56,696.45 2023 Funds

Transfer/Amendment Date: Request Date 12/21/2023

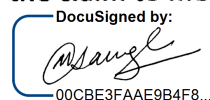
Department Head Signature

12/21/2023

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...

2/2/2024

Commissioner of Finance

Approval Date













































































































































**2022 Excess Fund Balance to be used for RFP 2023-45 Short-Term Rental Compliance Monitoring Services**





























































































































































































































































































GRANICUS

## EXHIBIT A

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Saratoga Springs, NY

## Granicus Proposal for Saratoga Springs, NY

### ORDER DETAILS

**Prepared By:** Samantha White  
**Phone:** (415) 278-7279  
**Email:** samantha.white@granicus.com  
**Order #:** Q-305957  
**Prepared On:** 01 Feb 2024  
**Expires On:** 29 Feb 2024

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 12 months.













































































































































## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	\$0.00
24/7 Hotline - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
ESRI Setup and Configuration	Up Front	1 Each	\$1,000.00
Rental Activity Monitoring Lite - Setup and Configuration	Up Front	1 Each	\$0.00
Rental Activity Monitoring Lite - Online Training	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Setup and Configuration	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Online Training	Up Front	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$1,000.00</b>















































































































































New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1 Each	\$18,912.60
24/7 Hotline	Annual	1 Each	\$7,354.90
Compliance Monitoring	Annual	1 Each	\$9,981.65
Esri Integration	Annual	1 Each	\$5,000.00
Rental Activity Monitoring Lite	Annual	1 Each	\$7,092.40
Enhanced Short-Term Rental Registration Portal	Annual	1 Each	\$7,354.90
Mobile Permitting & Registration	Annual	1 Each	\$0.00
SUBTOTAL:			\$55,696.45















































































































































## PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	<p>Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, &amp; Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction</p> <ul style="list-style-type: none"> <li>- Updating listing activity and details every 3-5 days</li> <li>- Screenshot activity of every listing</li> <li>- Deduplication of listings into unique Rental Units</li> <li>- Activity dashboard and map to monitor trends and breakdown of compliance</li> </ul>
24/7 Hotline	<p>24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos)</p> <ul style="list-style-type: none"> <li>- 24/7 call center for citizens to contact and report complaints verbally</li> <li>- Recordings for all call center complaints</li> <li>- Email notifications to your team when complaints are logged</li> <li>- Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint</li> <li>- SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes</li> <li>- Hotline Dashboard for tracking complaint volumes, trends, and categories</li> <li>- Ability to upload Notes/Comments to each complaint</li> </ul>
Compliance Monitoring	<p>Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7</p> <ul style="list-style-type: none"> <li>- Configure letter templates with your branding and letterhead</li> <li>- Add as many letter sequences as you need for escalation</li> <li>- Monitor properties that become compliant after letter enforcement</li> </ul>
Esri Integration	<p>One way integration from Esri ArcGIS to Host Compliance for weekly property data (assessor data) syncing.</p>







































40.00	17,000.00
45.00	225.00
95.00	2,375.00
115.00	2,875.00
25.00	625.00
15.00	225.00
30.00	150.00
30.00	3,900.00
170.00	340.00
30.00	60.00
1,995.00	3,990.00
95.00	190.00
195.00	390.00
115.00	230.00
150.00	300.00
325.00	650.00
85.00	170.00
195.00	390.00

34,085.00

Thirty-Four Thousand and Eighty-Five Dollars and Zero Cents



Adirondack Environmental Services, Inc.

314 North Pearl Street Albany NY 12207

518 434 4546

[pdaniels@adirondackenvironmental.com](mailto:pdaniels@adirondackenvironmental.com)

518 366-2426

Patrick Daniels - Marketing Director

12/15/2023

Patrick Daniels

Marketing Director

12/15/2023

Adirondack Environmental Services, Inc.

314 North Pearl Street Albany NY 12207

15th

December

























*Justin J. Hall*





































































Solution	Description
Address Identification - Setup and Configuration	<p>Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.</p> <p><i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i></p>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
24/7 Hotline - Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.
24/7 Hotline - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.
ESRI Setup and Configuration	Standard ESRI integration to automatically send parcel updates to enable Address Identification.
Rental Activity Monitoring Lite - Setup and Configuration	Setup and configuration of Rental Activity Monitoring Lite
Rental Activity Monitoring Lite - Online Training	Virtual training session with a Granicus professional services trainer.















































































































































Solution	Description
Enhanced Short-Term Rental Registration Portal	<p>Mobile-enabled online portal and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:</p> <ul style="list-style-type: none"> <li>· Host Login and Dashboard</li> <li>· Parcel Number lookup and validation</li> <li>· ACH, Debit, and Credit Payments exclusively powered by Stripe.com</li> <li>· Registration Number &amp; Certificate creation</li> <li>· Document Upload</li> <li>· Renewals</li> <li>· Email confirmation</li> <li>· Admin workflow management for approval &amp; denial</li> </ul>
Mobile Permitting & Registration	<p>Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:-</p> <ul style="list-style-type: none"> <li>- Parcel Number lookup and validation</li> <li>- E-Signatures</li> <li>- ACH, Debit, and Credit Payments exclusively powered by Stripe.com</li> <li>- Registration Number &amp; Certificate creation</li> <li>- Document Upload</li> <li>- Renewals</li> <li>- Email confirmation</li> <li>- Admin approval &amp; denial</li> </ul>
Mobile Permitting & Registration - Setup and Configuration	<p>Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation</p>
Mobile Permitting & Registration - Online Training	<p>Virtual training session with a Granicus professional services trainer.</p>





## Casino Parlor & Bar Room Plaster Restoration









































































































































## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-305957 dated 01 Feb 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Saratoga Springs, NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.



## Casino Parlor & Bar Room Plaster Restoration



## Casino Parlor & Bar Room Plaster Restoration







































































































































BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

**If submitting a Purchase Order, please include the following language:**  
*The pricing, terms, and conditions of quote Q-305957 dated 01 Feb 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Saratoga Springs, NY	
Signature:	
Name:	
Title:	
Date:	

## Casino Parlor & Bar Room Plaster Restoration



## Casino Parlor & Bar Room Plaster Restoration







































































































































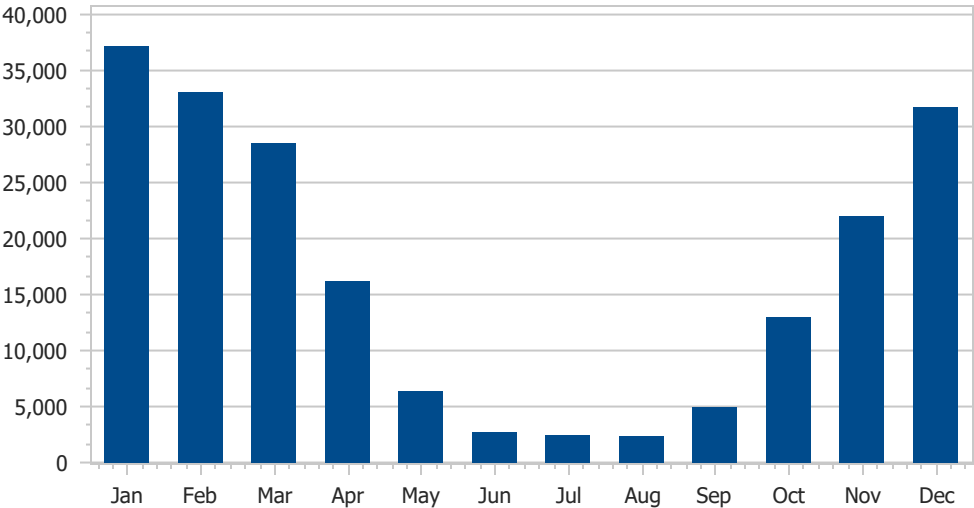


Pricing Options

Term (Months)	Product	Contract Volumes	Basis Price	Fixed Price
(12) Jan-25 to Dec-25	100% Swing	200,401.0	\$0.0784	\$0.4382
(18) Jan-25 to Jun-26	100% Swing	324,323.0	\$0.0515	\$0.4265
(24) Jan-25 to Dec-26	100% Swing	400,802.0	\$0.0586	\$0.4395

Contract Volumes

Month	Volume
Jan	37,138.0
Feb	33,040.0
Mar	28,458.0
Apr	16,200.0
May	6,386.0
Jun	2,700.0
Jul	2,449.0
Aug	2,387.0
Sep	4,950.0
Oct	12,989.0
Nov	21,960.0
Dec	31,744.0



Pricing Notes

Cashout Option: Market Based  
Consumption Profile: Weather Normalized  
Unit Of Measure: Therm

**Contact Information** For questions regarding this quote please contact: Jay Thomson  
jthomson@spragueenergy.com  
Office Phone: 732-440-0005  
Cell Phone:

Prices shown are based on current market conditions and may be revised at any time prior to deal execution. Start date shown is subject to LDC enrollment timelines and other procedural requirements. Initiation of service is subject to satisfactory creditworthiness evaluation. This proposal is based on the LDC account #'s listed on page 2. Please notify Sprague immediately if the above referenced customer and/or lead was generated through Door to Door Marketing activities in the State of New York.



# Natural Gas Proposal - City of Saratoga Springs, NY

## Utility Account List

Account Name	Account / Meter #	Service Address	Utility
City of Saratoga Springs, NY ~ 0246088004 NIMO-DTI-E-DCQ-NDM	0246088004 / None	13 Station Lane, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 0435002038 NIMO-DTI-E-DCQ-NDM	0435002038 / None	17 Westbury Drive, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 0921366109 NIMO-DTI-E-DCQ-NDM	0921366109 / None	Visitor Center, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 2338893102 NIMO-DTI-E-DCQ-NDM	2338893102 / None	58 Excelsior Avenue, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 4347614102 NIMO-DTI-E-DCQ-NDM	4347614102 / None	Lake Avenue, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 4643098019 NIMO-DTI-E-DCQ-NDM	4643098019 / None	147 Geyser Road, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 5569024107 NIMO-DTI-E-DCQ-NDM	5569024107 / None	Van Rensselaer Garage, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 6110213106 NIMO-DTI-E-DCQ-NDM	6110213106 / None	Hathorn Blvd., Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 6320436017 NIMO-DTI-E-DCQ-NDM	6320436017 / None	15 Vanderbilt Avenue, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 6479093104 NIMO-DTI-E-DCQ-NDM	6479093104 / None	60 Lake Avenue, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 7381365105 NIMO-DTI-E-DCQ-NDM	7381365105 / None	Broadway Casino, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 7828817104 NIMO-DTI-E-DCQ-NDM	7828817104 / None	West Avenue, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 8040129108 NIMO-DTI-E-DCQ-NDM	8040129108 / None	Water Treatment Plant, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 8857052029 NIMO-DTI-E-DCQ-NDM	8857052029 / None	00 Ormandy Lane, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 9019133020 NIMO-DTI-E-DCQ-NDM	9019133020 / None	Weibel Avenue, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 9231424104 NIMO-DTI-E-DCQ-NDM	9231424104 / None	Geyser Road, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 9251424100 NIMO-DTI-E-DCQ-NDM	9251424100 / None	49 Geyser Road, Saratoga Springs, NY 12866	Niagara Mohawk
City of Saratoga Springs, NY ~ 9828816109 NIMO-DTI-E-DCQ-NDM	9828816109 / None	474 Broadway, Saratoga Springs, NY 12866	Niagara Mohawk



## *City of Saratoga Springs* - NATURAL GAS PROPOSAL

### Savings Analysis:

<b>Current Rate = \$.5049</b>		
<b>TERM (Jan 25' Start)</b>	<b>NEW RATE</b>	<b>Est. Savings vs Current Rate</b>
12 months	\$0.4382	\$13,400
18 months	\$0.4265	\$15,700
24 months	\$0.4395	\$13,100

\*Prices are indicative as of 02/01/2024 and can change based on daily market movements. Savings are based on estimated annual consumption.

# Natural Gas Retail Sales Agreement

20230406000228930  
Contract Number: \_\_\_\_\_

<b>Seller:</b> Sprague Operating Resources LLC 185 International Drive Portsmouth, NH 03801 www.spragueenergy.com  <b>Account Manager:</b> Jay Thomson		<b>Buyer/Customer:</b> City of Saratoga Springs, NY 474 Broadway Saratoga Springs, NY 12866  <b>Distribution Utility Account Number(s):</b> See Exhibit A	
<b>Attention:</b> Contract Administration Department <b>Phone:</b> (844) 994-3855 <b>Fax:</b> (603) 430-5320 <b>Email:</b> contractadministrationgroup@spragueenergy.com		<b>Attention:</b> Dillon Moran <b>Phone:</b> (518) 587-3550 <b>Fax:</b> _____ <b>Contact Email:</b> _____	
<b>Remit</b> Sprague Operating Resources LLC <b>Payment To:</b> PO Box 347514 Pittsburgh, PA 15251-4514		<b>Send Invoice To:</b> 474 Broadway Saratoga Springs, NY 12866  <b>Attn:</b> Accounts Payable <b>Invoice Email:</b> dillon.moran@saratoga-springs.org	
<b>Governing Law:</b> New York.		<b>Service Locations:</b> See Exhibit A	
<b>Initial Term:</b> 1/1/2024 to 12/31/2024		<b>Delivery Point:</b> NIMO DTI East NDM Aggregation	
<b>Customer Disclosure Statement:</b> Quantity.....Buyer's full requirements for natural gas service at the Service Location(s). Price..... The Contract Price shall be US\$0.5049 per Therm. The Price by utility account is applicable to the volumes specified under Monthly Contract Quantity ("MCQ") shown in Exhibit A plus or minus any imbalances resulting from normal operations. Any volumes consumed outside the specified Initial Term of this Agreement will be invoiced at a market - based rate. Fixed or Variable and, if variable, how the price is determined.....See Price above. Length of the agreement and end date..... See Initial Term above. Process customer may use to rescind the agreement without penalty.....None. Amount of Early Termination Fee and method of calculation.....Cost of Cover as per Section 3, Termination Event. Amount of Late Payment Fee and method of calculation.....Interest at 1.5% per month (or maximum legal rate, if lower). Provisions for renewal of the agreement.....See Section 2, Term. Conditions under which savings to the customer are guaranteed.....None.			
<b>Customer Authorization:</b>		Buyer authorizes Seller to obtain and review information regarding Buyer's credit history from credit reporting agencies as well as provide information to such credit reporting agencies as part of Seller's standard reporting activities, and the following information from the Utility: consumption history; billing determinants; credit information; and tax status. This information may be used by Seller to determine whether it will commence and/or continue to provide energy supply service to Buyer. Buyer's execution of this agreement shall constitute authorization for the release of this information to Seller. This authorization will remain in effect during the term of the agreement. Buyer may rescind this authorization at any time by providing written notice thereof to Contracts Administration. Seller reserves the right to cancel the agreement in the event Buyer rescinds the authorization. Upon the execution of this Agreement, Customer authorizes Seller to enroll Customer's account(s) with its local distribution company ("LDC") as of a date that is within 30 days prior to, or after, the start of the Initial Term. Additionally, Buyer hereby approves Seller's forwarding of marketing materials to Buyer. In the event that Buyer elects to "opt out" and no longer receive such marketing materials, Buyer may cancel by emailing its opt-out request directly to Seller's Customer Care Department at: CustomerCare@spragueenergy.com.	
<b>Customer Service:</b> During normal business hours, Buyer may contact Sprague Customer Service at Sprague's toll free number at: (844) 994-3835 for issues.			
<b>Additional Provisions:</b> Buyer understands and agrees that Sprague may pay a fee to Energy Now Consultants, LLC with regard to this Transaction Confirmation.			
<b>(800) 892-2345 Contact Info:</b>		In the event of a natural gas emergency, Buyer should contact their local gas utility at 8008922345. To receive details on the terms of default service, Buyer should contact their local distribution company. For a list of local distribution companies and their contact information, visit the New York State Department of Public Service Public Utilities Commission's website at: <a href="http://www.dps.state.ny.us">http://www.dps.state.ny.us</a> or write: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223 or phone: (888) 697-7728.	
<b>Consumer Protections:</b>		The services provided by Sprague to Buyer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and other applicable requirements. Buyer may obtain additional information by contacting Sprague or the DPS at 1-888-697-7728, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at <a href="http://www.dps.state.ny.us">www.dps.state.ny.us</a>	

## Natural Gas Retail Sales Agreement

Contract Number: \_\_\_\_\_

This Natural Gas Retail Sales Agreement ("Agreement ") shall be subject to the attached Natural Gas "Terms of Service" and may be executed in multiple counterparts. The parties may rely upon facsimile or electronically-produced counterparts and signatures of this Agreement as if originals. This Agreement shall not become effective unless accepted by Sprague. Buyer hereby authorizes its LDC to provide Sprague with all information regarding Buyer's gas requirements and that which is necessary for Sprague to perform its obligations hereunder. Buyer further authorizes Sprague to act as its agent in dealing with the LDC.

## SEEN AND AGREED:

Sprague Operating Resources LLC

Signature: Mark A. RobertsMark A. Roberts / Apr 7, 2023 09:14 EDTPrint Name: Mark A. RobertsTitle: Managing Director, Natural Gas & Power SalesDate: Apr 7, 2023

## SEEN AND AGREED:

City of Saratoga Springs, NY

Signature: KimPrint Name: KimTitle: MayorDate: 4/5/2023



## Natural Gas Retail Sales Agreement

Contract Number: \_\_\_\_\_

**Natural Gas "Terms of Service"**

1. **Delivery and Damages.** Natural gas ("Gas") is sold hereunder on a firm basis, meaning that either party may interrupt its performance without liability only when Force Majeure applies under Section 9. For any day that Sprague fails to deliver Gas or Buyer fails to receive Gas, the performing party shall be entitled to damages from the other party equal to the cost of cover plus any transportation and/or imbalance charges or \$0.09 per therm multiplied by the number of therms which should have been received or delivered that day, whichever is greater.
2. **Term.** The initial term shall commence as of the first date of service, which will occur in accordance with the LDC's tariff, rules and regulations. Upon the conclusion of the initial term, this Agreement shall automatically renew on a month-to-month basis at a rate equal to a market based price plus any applicable LDC capacity and/or supply costs until terminated by either party giving at least 30 days' prior written notice to the other party; provided, however, that Buyer shall remain liable for Gas supplied by Sprague pursuant to the terms of this Agreement until such service can be terminated in accordance with the LDC's tariff, rules and regulations.
3. **Termination Event.** Sprague may terminate this Agreement upon 10-days' written notice to Buyer (and subject to the LDC's tariff, rules and regulations) if the Buyer a) commences a proceeding under any bankruptcy or similar law for the protection of its creditors or such proceeding is commenced against Buyer; b) otherwise becomes bankrupt or insolvent (however evidenced); or c) fails to pay Sprague's invoice when due. Upon termination, Buyer shall pay Sprague the cost of cover plus any applicable LDC capacity related costs and/or imbalance charges or \$0.09 per therm multiplied by the number of therms in the remaining term, whichever is greater. Buyer shall be liable for all costs and reasonable attorney fees incurred by Sprague in collecting overdue payment from Buyer. Notwithstanding any terms to the contrary in this Agreement, Sprague shall abide by all notice and cure periods as required by all applicable laws and regulations.
4. **Transportation, Nominations and Scheduling.** Sprague will deliver Gas in compliance with the applicable tariff's quality and measurement specifications and transport it to the delivery point(s), at which title shall pass to Buyer and Buyer will be responsible for transporting the Gas from such delivery point. Sprague expressly disclaims all other warranties of quality or fitness for a particular purpose. Buyer shall be responsible for all imbalance charges, penalties or other fees except those resulting from Sprague's failure to reasonably nominate and schedule Gas for Buyer. Upon request, Buyer shall provide to Sprague copies of Buyer's LDC statements, reports or meter readings.
5. **Operational Change or Flow Order.** Buyer shall immediately notify Sprague of any event that may materially alter Buyer's Gas usage, i.e. equipment installations, repairs, shutdowns, or production schedule changes. Buyer shall also immediately notify Sprague of, and fully comply with, all curtailment or interruption orders or similar notices. If a known event exceeds one month in duration, Sprague may renegotiate this agreement and terminate this agreement if a satisfactory renegotiation cannot be completed within 30 days. In the event of a material change, as determined by Seller, to either the operational or market dynamics in existence at the date on which this Agreement is executed, Sprague reserves the right to charge or credit a market-based price for any imbalances in excess of 25% of the daily pro-rata share of a defined MCQ.
6. **Taxes.** Sprague shall pay all taxes (including but not limited to sales, use, distribution, excise, or gross receipts), fees, levies, penalties, licenses or charges imposed, whether now or in the future, by any government authority ("Taxes") on or with respect to the Gas prior to the delivery point(s). Buyer shall pay all Taxes, whether stated separately or as part of the price, on or with respect to the Gas at and after the delivery point(s). Any party entitled to an exemption from any Taxes must furnish the other party with supporting documentation.
7. **Billing and Payment.** Sprague shall monthly invoice Buyer for delivered Gas based upon the best available information, including nominated volumes. Buyer shall make full payment within twenty (20) days of the invoice date, and Sprague shall make any necessary adjustment in the invoice following discovery of the actual quantities. If the Buyer's LDC billing cycle is not based on a calendar month, Sprague shall establish a single price for the billing cycle on the closing date based on the applicable monthly prices. Sprague may charge Buyer an interest rate of one and a half percent (1½%) monthly or the maximum legal rate, if lower, on any late payment. The LDC's meter reading shall control for the purpose of determining an invoice's accuracy, and the Buyer shall not dispute an invoice based on a meter reading absent documentation from the LDC, verifying an error in the meter reading and setting forth the accurate meter reading.
8. **Credit.** Buyer agrees to provide its financial information as Sprague reasonably requests from time to time for the purpose of assessing and monitoring Buyer's financial condition.
9. **Force Majeure.** Except for a party's payment obligation, neither party shall be liable to the other for failure to perform an obligation to the extent caused by Force Majeure, meaning acts of God, fires, floods, explosions, storms, or storm warnings, breakage of machinery or pipelines, freezing of wells or pipelines, sudden failure of gas supply, failure or curtailment of transportation, strikes, lockouts or other industrial disturbances, acts of terrorism or war, or any other non-financial cause outside the control of the party claiming Force Majeure. If the party claiming Force Majeure promptly notifies the other party in writing as soon as reasonably possible, such party is relieved of its obligation to deliver or receive Gas from the onset of the Force Majeure event through its duration. Sprague may prorate its available supply at an affected delivery point based on nominated volumes among Sprague's firm customers receiving Gas at such delivery point.
10. **Tariffs, Laws and Regulations.** This Agreement shall be subject to all local, state and federal laws and regulations and any applicable order of a governmental body or official. Each party shall indemnify, defend and hold harmless the other party from any fines, penalties, assessments or liabilities imposed by any governmental authority relating to the failure of such party to comply with any applicable law, regulation or order. In the event any law, regulation or order of any governmental authority adversely and materially impacts Sprague's ability to perform or there is an approved change to a transporter tariff and/or utility capacity assignment resulting in a related rate increase, the contract price set forth in this Transaction Confirmation may be adjusted accordingly.
11. **Waiver and Severability.** No party's waiver of any breach of performance shall be deemed a waiver of any subsequent breach. Should a court of competent jurisdiction hold any provision herein invalid, illegal or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
12. **Integration and Assignability.** This Agreement contains the parties' entire understanding and supersedes any prior agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns and may only be modified by written agreement between the parties. Buyer shall not assign this Agreement without Sprague's consent.
13. **Confidentiality.** Buyer shall not disclose the terms stated herein, including price, without Sprague's consent.
14. **Limitations.** Neither party shall be liable for specific performance, consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages.
15. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state identified on the first page. The parties hereby waive any right to a jury trial.

## Natural Gas Retail Sales Agreement

Contract Number: \_\_\_\_\_

## Exhibit A

## Volumes.

Buyer's Monthly Contract Quantities (stated in therms) during the Initial Term and any subsequent term shall be as follows:

<b>Jan:</b> 37,138	<b>Feb:</b> 34,191	<b>Mar:</b> 28,458	<b>Apr:</b> 16,200	<b>May:</b> 6,386	<b>Jun:</b> 2,520
<b>Jul:</b> 2,108	<b>Aug:</b> 2,387	<b>Sep:</b> 4,950	<b>Oct:</b> 12,989	<b>Nov:</b> 21,960	<b>Dec:</b> 31,744

## Service Locations

Service Address	Utility Account Number	Utility Meter Number	Location Description	Capacity Assignment Quantity
Weibel Avenue Saratoga Springs, NY 12866	9019133020	None	City of Saratoga Springs, NY ~ 9019133020 NIMO -DTI-E-DCQ-NDM	47.9000
West Avenue Saratoga Springs, NY 12866	7828817104	None	City of Saratoga Springs, NY ~ 7828817104 NIMO -DTI-E-DCQ-NDM	3.7300
474 Broadway Saratoga Springs, NY 12866	9828816109	None	City of Saratoga Springs, NY ~ 9828816109 NIMO -DTI-E-DCQ-NDM	33.0900
58 Excelsior Avenue Saratoga Springs, NY 12866	2338893102	None	City of Saratoga Springs, NY ~ 2338893102 NIMO -DTI-E-DCQ-NDM	3.5200
Visitor Center Saratoga Springs, NY 12866	0921366109	None	City of Saratoga Springs, NY ~ 0921366109 NIMO -DTI-E-DCQ-NDM	7.0800
Hathorn Blvd. Saratoga Springs, NY 12866	6110213106	None	City of Saratoga Springs, NY ~ 6110213106 NIMO -DTI-E-DCQ-NDM	4.1700
60 Lake Avenue Saratoga Springs, NY 12866	6479093104	None	City of Saratoga Springs, NY ~ 6479093104 NIMO -DTI-E-DCQ-NDM	15.6700

## Natural Gas Retail Sales Agreement

Contract Number: \_\_\_\_\_

Broadway Casino Saratoga Springs, NY 12866	7381365105	None	City of Saratoga Saratoga Springs, NY ~ 7381365105 NIMO -DTI-E-DCQ-NDM	41.8700
Van Rensselaer Garage Saratoga Springs, NY 12866	5569024107	None	City of Saratoga Saratoga Springs, NY ~ 5569024107 NIMO -DTI-E-DCQ-NDM	23.9400
Water Treatment Plant Saratoga Springs, NY 12866	8040129108	None	City of Saratoga Saratoga Springs, NY ~ 8040129108 NIMO -DTI-E-DCQ-NDM	11.5600
13 Station Lane Saratoga Springs, NY 12866	0246088004	None	City of Saratoga Saratoga Springs, NY ~ 0246088004 NIMO -DTI-E-DCQ-NDM	0.0000
Lake Avenue Saratoga Springs, NY 12866	4347614102	None	City of Saratoga Saratoga Springs, NY ~ 4347614102 NIMO -DTI-E-DCQ-NDM	0.0300
15 Vanderbilt Avenue Saratoga Springs, NY 12866	6320436017	None	City of Saratoga Saratoga Springs, NY ~ 6320436017 NIMO -DTI-E-DCQ-NDM	10.4800
17 Westbury Drive Saratoga Springs, NY 12866	0435002038	None	City of Saratoga Saratoga Springs, NY ~ 0435002038 NIMO -DTI-E-DCQ-NDM	0.0100
147 Geyser Road Saratoga Springs, NY 12866	4643098019	None	City of Saratoga Saratoga Springs, NY ~ 4643098019 NIMO -DTI-E-DCQ-NDM	0.0100
00 Ormandy Lane Saratoga Springs, NY 12866	8857052029	None	City of Saratoga Saratoga Springs, NY ~ 8857052029 NIMO -DTI-E-DCQ-NDM	0.0300



**Natural Gas Retail Sales Agreement**

Contract Number: \_\_\_\_\_

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Geyser Road  
Saratoga Springs, NY 12866

9231424104

None

City of Saratoga  
Saratoga Springs, NY ~  
9231424104 NIMO  
-DTI-E-DCQ-NDM

0.5200

---

49 Geyser Road  
Saratoga Springs, NY 12866

9251424100

None

City of Saratoga  
Saratoga Springs, NY ~  
9251424100 NIMO  
-DTI-E-DCQ-NDM

0.7500



## 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](mailto: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](mailto:samantha.clemmey@saratoga-springs.org)



**FISCAL ADVISORS  
& MARKETING, INC.**

Municipal Advisors to Local Governments

## **CITY OF SARATOGA SPRINGS REQUEST FOR PROPOSAL FOR FINANCIAL ADVISOR**

- 1. Please include the names, mailing addresses, telephone number, facsimile number, and electronic mail of the principal contact person for your firm and the principal author of the submission.*

Principal contact person and principal author of submission:

Jeanine Rodgers Caruso, CIPMA, MBA  
Municipal Advisor  
Fiscal Advisors & Marketing, Inc.  
63 Putnam Street, Suite 202  
Saratoga Springs, New York 12866  
(518) 541-3861 phone  
(315) 752-0057 fax  
e-mail: [jcaruso@fiscaladvisors.com](mailto:jcaruso@fiscaladvisors.com)

Additional Members of financing team contact information:

Co-Financial Advisor:

Andrew Watkins, CIPMA, MBA  
Municipal Advisor  
Fiscal Advisors & Marketing, Inc.  
250 South Clinton Street, Suite 502  
Syracuse, New York 13202  
(315)752-0051 x324 phone  
(315)752-0057 fax  
e-mail: [awatkins@fiscaladvisors.com](mailto:awatkins@fiscaladvisors.com)

2. *Provide brief resumes for the professional members of your firm who will be assigned to the City's financing on a priority basis.*

**Jeanine Rodgers Caruso,  
CIPMA, MBA  
Municipal Advisor**



Capital Region Office  
63 Putnam Street, Suite 202  
Saratoga Springs, NY 12866  
Ph. (518) 541-3861  
F: (315) 752-0057  
[jcaruso@fiscaladvisors.com](mailto:jcaruso@fiscaladvisors.com)

Ms. Caruso is a Series 50 Qualified Municipal Advisor Representative, a Certified Independent Professional Municipal Advisor (CIPMA), past Chief Executive Officer of Fiscal Advisors, and a Past President of the National Association of Municipal Advisors (NAMA). As part of her involvement with NAMA, Ms. Caruso traveled to Washington, D.C. to meet with SEC, MSRB and legislative leaders regarding the regulation of municipal advisors. She has been a participant in the MSRB's "Municipal Market Roundtable" and quoted in The Bond Buyer.

During her thirty-eight-year career, Ms. Caruso has been involved in the planning and structuring of several billion dollars of financings. Prior to joining Fiscal Advisors in 1998, Ms. Caruso was Associate Vice President-Investment Banking at First Albany Corporation where she worked with municipalities, authorities, higher educational institutions, health care, not-for-profit and IDA clients to successfully underwrite their bond issues. In addition, she was a Senior Bond Analyst at Moody's Investors Service where she provided ratings for hundreds of municipalities, school districts and revenue bond issuers.

Ms. Caruso is a member of National Association of Municipal Advisors (NAMA), the New York Government Finance Officers' Association (NYGFOA), where she serves on the Northeast Council and the Capital Region Chapter of the Association of School Business Officials of New York (ASBO New York).

Ms. Caruso earned an MBA degree in Financial Management from the Lubin Graduate School of Business at Pace University (NYC) and a BA degree in Communications with minors in Business Administration and Computer Science from the State University of New York at Albany.

**Andrew Watkins, CIPMA,  
Municipal Advisor**



Mr. Watkins joined Fiscal Advisors & Marketing, Inc. in August 2017 and is a Series 50 Qualified Municipal Advisor Representative as well as a Certified Independent Professional Municipal Advisor (CIPMA). He currently assists with the marketing of bond and note issues, which include the preparation of Official Statements, finalization of bid proposals and delivery of proceeds.

Mr. Watkins also assists the Continuing Disclosure Department which provides the dissemination of necessary documents on behalf of the firm's clients in order to satisfy the requirements implemented by the Securities and Exchange Commission in relation to Continuing Secondary Market Disclosure Filing.

Primary: 250 South Clinton  
Street, Suite 502  
Syracuse, NY 13202 |  
Branch: 63 Putnam Street, Suite 202  
Saratoga Springs, N.Y. 12866  
Ph. (518) 992-7035  
[awatkins@fiscaladvisors.com](mailto:awatkins@fiscaladvisors.com)

In 2009, Mr. Watkins earned a Bachelor of Arts degree from Colgate University in Hamilton, New York. More recently, in 2016, Mr. Watkins earned a Master of Business Administration with a concentration in Finance from Stony Brook University in Stony Brook, New York.

*3. Describe your company, including profile, experience and background, branch offices (if any), number of professionals specializing in municipal finance*

Fiscal Advisors & Marketing, Inc. ("**FA**") is an independent financial advisory firm established in 1967. As an independent advisory firm, **FA** has no affiliation with any financial institution, enabling **FA** to serve only in the best interest of the clients it represents without any conflict of interest. **FA** is registered with the Securities and Exchange Commission (SEC registration #866-00478-00) and the Municipal Securities Rulemaking Board (MSRB registration #K0191) and is licensed to do business in New York State. Currently, **FA** has a staff of twenty-three, including nineteen professional consultants each skilled in various aspects of New York State local government and fire district finance, with thirteen of these consultants serving as Municipal Advisors and retaining the Series 50 licensing requirement. **FA**'s professionals are members of the National Association of Municipal Advisors (NAMA). **FA** presently assists over 500 municipal entities across New York State. ***Over the course of its 54 year history, FA has assisted in the issuance of over \$65 billion of project financing*** and financial management and is consistently ranked as one of the top ten firms nationally, both in dollar volume and number of issues brought to market. **FA** has fostered an excellent reputation in all aspects of the municipal market, both as a member of National Association of Municipal Advisors and from the frequency of issues brought to the market. **FA**'s experience and dedication to excellence bring a sense of security to the banking and underwriting community. **FA** has earned a high degree of trust in its judgments and opinions from the rating agencies and municipal bond insurers. **FA** also has highly productive working relationships with all bond counsels, who desire working with **FA** knowing that the process will be streamlined for them. **FA** lends its expertise and assistance to municipalities and school districts for many purposes including:

- CAPITAL PROJECTS
- CASH FLOW BORROWINGS
- REFUNDINGS
- BUS PURCHASES
- ENERGY PERFORMANCE CONTRACTS
- TAX SETTLEMENTS
- LONG-RANGE PLANNING
- BUDGETING
- FORECASTING

*FA* has 4 offices across New York State, with the firm headquarters located in Syracuse.

**CORPORATE HEADQUARTERS**

250 SOUTH CLINTON STREET, SUITE 502 ♦ SYRACUSE ♦ NY ♦ 13202

**HUDSON VALLEY REGION OFFICE**

827 ROUTE 82, SUITE 10231 HOPEWELL JUNCTION ♦ NY ♦ 12533

**CAPITAL REGION OFFICE**

63 PUTNAM STREET, SUITE 202 ♦ SARATOGA SPRINGS ♦ NY ♦ 12866

**WESTERN REGION OFFICE**

5 NORTH AVENUE ♦ LEROY ♦ NY ♦ 14482



## **FIRM INFORMATION**

The factors we believe the City should emphasize in selecting a Municipal Advisor are experience, efficiency, and commitment. While these terms may seem broad, we will highlight the specific areas that we feel supports this statement and thus demonstrate the strength of our Firm.

### **Experience**

Due to *FA*'s large staff of professionals, we have a unique ability to offer a diverse and vast wealth of knowledge for which the City may draw upon. We work with hundreds of municipalities in New York State advising them on issues as varied as day-to-day accounting, capital improvement planning and financing, budgeting, and rating strategy. Our experience in these matters and our strong working relationship with entities across the State affords us this ability.

### **Efficiency**

We assist local governments in bringing diverse financings to the municipal debt market. For a list of current financings, please visit our website, [www.fiscaladvisors.com](http://www.fiscaladvisors.com). We have used this ability to assist our clients to gain efficiencies in the marketplace. *FA* has experience and familiarity with other parties to the debt issuance, including rating agencies; therefore, we can provide advice on measures to protect the City's credit rating and can offer suggestions on steps to take to encourage an upgrade on the City's credit.

### **Commitment**

*FA* will make a commitment to provide necessary resources to the City as its Municipal Advisor. Our service goes beyond the administration and issuance of the debt instrument of the City by extending to ongoing advice before, during and after capital financing completion. With constant monitoring we are able to alert the City of changes which may affect its bond issues, rating and ultimately the taxpayers.

The *FA* professionals are members of the National Association of Municipal Advisors (NAMA) and are recognized as having achieved codified professional requirements and standards of conduct in the public finance industry. Our firm is registered with the Securities Exchange Commission (SEC) and our Municipal Advisor Representatives are registered with the Municipal Securities Rulemaking Board (MSRB) and are Series 50 licensed. *FA* professionals assigned to the City's financings also belong to the following professional organizations: The Association of School Business Officials of New York (ASBO New York), the New York Government Finance Officers' Association (NYGFOA), the New York State School Boards Association (NYSSBA) and the National Association of Municipal Advisors (NAMA). Our expertise in administration of capital projects, financial planning, budgeting, and debt

issuance has assisted clients from all corners of New York State and from all economic and demographic areas.

*FA* professional staff provides exemplary advice and administrative services to municipality clients. *FA* has assisted hundreds of municipalities throughout the State on building projects, leases, cash flow borrowings, equipment financings and refinancings. *FA* also has experience with both long- and short-term financings through New York State Environmental Facilities Corporation (NYSEFC) state revolving fund programs (SRF) and long-term financings with the United States Department of Agriculture – Rural development (USDA-RD) program.

Financings for recent sales can be found by visiting our website: [www.fiscaladvisors.com](http://www.fiscaladvisors.com).

4. *Please provide a list of your financings of issuers and financings of similar size in New York State and Saratoga County. Please provide contact information for at least three references.*

We have provided a list of our financings for the year 2023 as Appendix A. We used a list of issues with a Par Amount of \$3,000,000 to \$15,000,000 in Appendix A, attached hereto. We highlighted the issues in Saratoga County. The chart below illustrates the clients in Saratoga County that we have served over the years as Financial Advisor.

Ballston, Town of	Mechanicville CSD
Ballston Spa CSD	Milton, Town of
Burnt Hills-Ballston Lake CSD	Northside Fire District
Burnt Hills Fire District	Saratoga County
Charlton, Town of	Saratoga County Sewer District
Charlton Fire District	Saratoga Springs
Clifton Park, Town of	Saratoga, Town of
Clifton Park-Halfmoon Library District	Schuylerville, V/O
Clifton Park Water Authority	South Glens Falls CSD
Corinth, V/O	Stillwater, Town of
Corinth CSD	Stillwater Fire District
Halfmoon Fire Districts (2 districts)	Victory, V/O
Halfmoon, Town of	Vischer Ferry Fire District
Jonesville Fire District	Wilton, Town of
Malta, Town of	Wilton Fire District



We have provided three City client references below:

Honorable Darius Shahinfar, Comptroller  
Mr. Ken Bennett, Deputy Comptroller  
City of Albany  
City Hall-Room 109  
Albany, New York 12207  
Phone: (518) 434-5036  
[dshahinfar@albanyny.gov](mailto:dshahinfar@albanyny.gov)  
[kbennett@albanyny.gov](mailto:kbennett@albanyny.gov)

Mr. Anthony Ferrari  
Commissioner of Finance  
City of Schenectady  
City Hall, Room 103  
105 Jay Street  
Schenectady, NY 12305  
Phone: (518)382-5011  
[AFerrari@Schenectadyny.gov](mailto:AFerrari@Schenectadyny.gov)

Mr. Andrew Jarosh  
County Treasurer  
County of Saratoga  
40 McMaster Street, Bldg # 1  
Ballston Spa, New York 12020  
Phone: (518) 884-4742  
Email: [ajarosh@saratogacountyny.gov](mailto:ajarosh@saratogacountyny.gov)

5. *Describe your company's access to sources of current market information to assist in pricing of negotiated sales and information to assist the City in planning and executing competitive sales.*

Fiscal Advisors & Marketing, Inc. subscribes to The Bond Buyer which is a daily weekday publication. This contains very important sale and market information that a municipality needs during the sale process. In addition, we have contacts at the large investment banking firm trading desks that are cooperative when we have questions or need market information throughout the sale process. There are also many helpful on-line resources like MSRB's EMMA, Bloomberg and Municipal Market Data that we are able to access if needed.

6. *Disclose your firm's affiliation or relationship with any broker-dealer.*

Fiscal Advisors & Marketing, Inc. has no affiliation or relationship with any broker-dealer. In fact, we are members of the National Association of Municipal Advisors (NAMA), which prohibits us from affiliating with broker/dealers.

7. *Disclose any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of your company that could present a real or perceived conflict of interest.*

Fiscal Advisors & Marketing, Inc. does not receive finder's fees, engage in fee splitting, or make payments to consultants. However, there is one subsidiary of Fiscal Advisors & Marketing, Inc. that needs to be disclosed:

Fiscal Advisors & Marketing, Inc. owns a subsidiary, Premier Printing, which prints and distributes Official Statements for Fiscal's clients. This subsidiary was formed many years ago as an alternative to sending the Official Statements to the New York City printing firms who charged very high rates for printing.

8. *Please discuss any other relevant factors that should be considered by the City.*

We believe that it is important to outline the services we propose to provide the City if we are named Financial Advisor:

**BOND, TAX OR REVENUE ANTICIPATION NOTES:**

**For the issuance of Bond Anticipation Notes, Tax Anticipation Notes or Revenue Anticipation Notes with an Official Statement and Notice of Sale, FA's responsibilities will include the following:**

- Meet with appropriate officials to formulate and discuss the Financial Plan including the preparation of preliminary maturity schedules with an estimate of the interest cost and impact on tax rates.
- Provide a chronological Calendar of Events for necessary financial and legal items to be accomplished in conjunction with the financing.
- Provide advice on the implications of the Local Finance Law and the Tax Reform Act of 1986 as it relates to the structure and timing of the financing for the capital projects.
- Advise as to the maturity date of the Bond Anticipation Notes and the dollar size of the issue recognizing Federal and State Regulations and market conditions.

- Gather the information necessary to create a Preliminary Official Statement from annual reports and other documents, and by interviewing administrators, all in compliance with the Official Compilation of Codes, Rules and Regulations of the State of New York, the Local Finance Law and the Securities and Exchange Commission's Rule 15c2-12.
- Prepare the Notice of Sale in compliance with the Official Compilation of Codes, Rules and Regulations of the State of New York and the Local Finance Law and coordinate with Bond Counsel.
- Review overlapping/underlying debt of other units of local government and acquire pertinent information through requests to the governments and the office of the State Comptroller.
- Coordinate the activities of the proposed financing with Bond Counsel.
- Advise as to the condition of the financial market at such time as the bond anticipation notes are ready for sale.
- Update the Preliminary Official Statement on a current basis when the sale is scheduled. Distribute the Preliminary Official Statement and Notice of Sale to an extensive list of potential underwriters throughout New York State and the United States. Assist the printing firm to post the Preliminary Official Statement on the *FA* website.
- Act as a point of contact in the financial industry to clarify any potential uncertainties on the part of the potential underwriters.
- Recommend the date, time and location of the sale. Conduct the Sale and recommend acceptance or rejection of the bids based on compliance with the bidding instructions. Verify the net interest cost and provide advice on the award of the bid.
- Arrange all applicable details for the delivery of the issue, including the acquisition of CUSIP (Committee on Uniform Security Identification Procedures) numbers. Coordinate arrangements for delivery of book-entry-only issues with The Depository Trust Company (DTC). Alternative arrangements may be made for physical delivery locally. Coordinate the responsibilities at the time of closing among DTC, the purchasing underwriter(s), the City's bank and Bond Counsel. Provide written wire-transfer directions to the underwriter for depositing the proceeds into the City's local bank account on the day of closing.
- Review all applicable closing documents to support verification that they are properly executed. Confirm the accuracy of the Federal Funds Wire Transfer credit advice and the bank reference number of the wire transfer.
- Prepare the Final Official Statements for the underwriter for distribution in the secondary market as required by Securities and Exchange Commission Rule 15c2-12.
- Assist the printing firm to post the Final Official Statement on the *FA* website and the on-line bidding platform site.
- Prepare comprehensive debt payment schedules tailored to the fiscal year of the City and distribute to appropriate parties.

## **BOND ISSUES:**

**For issuance of Serial Bonds with an Official Statement, *FA*'s responsibilities will include the following:**

- Meet with appropriate officials to formulate and discuss the Financial Plan including the preparation of preliminary maturity schedules with an estimate of the interest cost and impact on tax rates.
- Provide a chronological Calendar of Events for necessary financial and legal items to be accomplished in conjunction with the financing.
- Provide advice on the implications of the Local Finance Law, and Tax Reform Act of 1986 as they relate to the structure and timing of the financing for the capital projects.
- Advise on the length of the maturity schedule for the serial bonds and the dollar size of the issue based on Federal and State Regulations and upon market conditions.
- Prepare, where appropriate, a consolidated maturity schedule for submission to both the City and Bond Counsel for approval.
- Gather the information necessary to create a Preliminary Official Statement from annual reports and other documents, and by interviewing administrators as necessary, in compliance with the Official Compilation of Codes, Rules and Regulations of the State of New York, the Local Finance Law and the Securities and Exchange Commission's Rule 15c2-12.
- Review overlapping/underlying debt of other units of local government for the Official Statement and acquire pertinent information through requests to the governments and the offices of the State Comptroller as required.
- Coordinate activities of the proposed financing with the City, the City's Attorney and Bond Counsel.
- Submit required documentation to the Rating Agencies (Moody's and/or Standard & Poor's) and follow-up to support issuance of the best possible credit rating for the Serial Bond issue. Arrange and coordinate meetings with the Rating Agencies if needed.
- Prepare the proper application for Municipal Bond Insurance.
- Advise as to the condition of financial market at such time as the Serial Bonds are ready for sale.
- Revise and update the Preliminary Official Statement on a current basis when the sale is scheduled. Distribute the Preliminary Official Statement and Notice of Sale to an extensive list of potential underwriters throughout New York State and the United States. Assist the printing firm to post the Preliminary Official Statement on the *FA* website and the on-line bidding platform.
- Act as a point of contact in the financial industry to clarify any potential uncertainties on the part of the potential underwriters.

- Prepare and file the executed Debt Statement with the New York State Comptroller's Office - Department of Audit & Control.
- Arrange for the legal advertisement of the Summary Notice of Bond Sale in the "The Bond Buyer" and the local newspaper in compliance with the Official Compilation of Codes, Rules and Regulations of the State of New York, the Local Finance Law and the Securities and Exchange Commission's Rule 15c2-12.
- Recommend the date and time of the sale. Conduct the Sale and recommend acceptance or rejection of the bids based on compliance with the bidding instructions. Verify the Net Interest Cost and advise on the award of the bid.
- Arrange all applicable details for the delivery of the issue, including the acquisition of CUSIP (Committee on Uniform Security Identification Procedures) numbers. Coordinate the arrangements of delivery for book-entry-only issues with The Depository Trust Company (DTC) or in physical form locally. Coordinate the responsibilities at the time of closing among DTC, the purchaser(s), the City's bank and Bond Counsel. Provide written wire-transfer directions to the underwriter for depositing the proceeds into the City's bank account on the day of closing.
- Confirm the accuracy of the Federal Funds wire transfer credit advice and the bank reference number of the wire transfer. Coordinate the deposit of the "Sure-Bid" good faith payment (2% of the Issue amount).
- Coordinate, where appropriate and requested by the City, the payoff of any Bond Anticipation Notes with the Serial Bond proceeds.
- Prepare Final Official Statements for distribution by the Underwriter in the secondary market as required by Securities and Exchange Commission Rule 15c2-12.
- Assist the printing firm to post the Final Official Statements on the *FA* website.
- Prepare comprehensive debt service schedules tailored to the fiscal year of the City and distribute to appropriate parties, and advise concerning the procedures for paying debt service, upon request.
- Provide the necessary information to Bond Counsel so they can prepare the necessary tax forms to be filed with the appropriate tax authorities relating to the debt issuance.

### **CONTINUING SECONDARY MARKET DISCLOSURE:**

*FA* will serve as the dissemination agent to the City to provide services relating to the purpose of complying with Securities and Exchange Commission (“SEC”) Rule 15c2-12 under the Securities Exchange Act of 1934 as amended, including:

- On an annual basis, the preparation and filing of all required Annual Financial Information and Operating Data and Financial Statements to the Electronic Municipal Market Access (EMMA) system of the Municipal Securities Rulemaking Board
- On an ongoing basis, the monitoring, preparation and filing of Material Event Notices in connection with all Events, as required by SEC Rule 15c2-12.
- Advise the City of any changes in legislation.
- Upon issuing obligations, *FA* will conduct a comprehensive review of the City’s compliance with its outstanding continuing disclosure undertakings entered in pursuant to SEC Rule 15c2-12.

### **BOND REFUNDING EXPERIENCE:**

Fiscal Advisors will provide refunding issue services which would include the services listed below, where appropriate to bring the City to market and shall include the following:

- Assist the City in the selection and evaluation of managing underwriters and co-managers for debt offerings and negotiation of the terms of such debt offerings with managing underwriters;
- Represent the City in the pre-pricing conferences;
- Participate in the bonding pricing;
- Provide market comparable and analysis prior to pricing;
- Assist underwriter and bond counsel in securing NYS Comptroller approval;
- Provide assistance in securing escrow and verification agents;
- Assist the City with the closing of the bonds and the transfer of funds;
- Provide all necessary post sale amortization schedules as requested by City

**We have identified a Refunding opportunity for the City for the 2014 and 2015 Bonds. While it is not currently producing a high level of savings, we have been watching it for some time now on the City’s behalf. We have summarized the preliminary results below:**

Refunded Bonds Par Amount	\$ 16,690,000	ANNUAL SAVINGS	
		Year	Fiscal Year Saving
Net Present Value Savings	\$ 224,802.01	2024	\$ 29,017.04
		2025	21,218.78
% Savings of Refunded Bonds	1.3469%	2026	29,243.78
		2027	26,431.28
		2028	23,081.28
		2029	27,131.28
		2030	28,406.28
		2031	25,296.90
		2032	22,350.02
		2033	30,281.26
		2034	28,531.25
		2035	22,793.75
		2036	4,403.13
		2037	7,528.13
		2038	5,750.00
		2039	4,187.50
		2040	3,000.00

*FA* has served as financial advisor for nearly 400 refunding bond issues, allowing our clients to realize debt service savings. We monitor all our client's outstanding bond issues for refunding opportunities. We review various refunding options, measuring which maturities to call based on optimization of refundings on a maturity-by-maturity basis. We also will review the efficiency of the escrow account and measure the amount of negative arbitrage in the escrow account. All these measurements help to ascertain the success of a refunding. We will put together a Working Group list and a timetable of all events. As the municipal advisor, we will manage the entire process. We work very well with the New York State Comptroller's office and have never encountered any difficulty in receiving New York State Comptroller's approval for any of the refundings we have worked on.

#### **RATING AGENCY EXPERIENCE:**

*FA* has significant experience with the rating agencies. While all members of our team have experience with the rating agencies, Jeanine Rodgers Caruso was a Senior Bond Analyst at Moody's. She possesses direct rating agency experience which will be helpful to the City. She brings her vast rating knowledge and rating presentation skills to the financing team. *FA* has applied for municipal bond ratings/bond insurance and prepared presentations for hundreds of local governments and authorities. *FA* will provide the City with a rating strategy to stabilize the City's rating based on 2020 credit challenges. Prior to the issuance of bonds, *FA* will:

- 1) Schedule site visits and/or rating presentations/conference calls for the rating analysts;
- 2) Take notes during the presentation and follow-up to obtain any information the rating analysts may need;
- 3) Schedule a conference call with the City and the rating analysts to go over any final questions before the analysts go to rating committee;
- 4) Schedule a post rating committee conference call to discuss the rating outcome;
- 5) Request review of the ratings report prior to publication.

#### **QUANTITATIVE EXPERIENCE:**

*FA* has significant experience running debt service schedules and refunding analyses for our clients. We also provide in-depth financial projections for our clients. We use EXCEL for a considerable amount of our work, but we also use MUNEX to solve debt service equations and analyses.

#### **WE ALSO OFFER THE FOLLOWING TO SET US APART FROM OUR COMPETITORS:**

##### **Regional Office:**

*FA*'s is the only New York financial advisor with a Capital Region (**Saratoga Springs**) office. Should any last-minute meetings be scheduled, a representative would always be available.

##### **Fee Structure:**

*FA* does not charge for travel expenses or out of pocket expenses. Fees are all inclusive.

##### **Website:**

*FA* maintains a full website and an online Auction Portal. Interested bidders can access the website or auction portal to view a list of past and scheduled sales and subscribe to e-mail notifications for upcoming issues. This presale activity fosters greater secondary market participation and enhances original offering yields bid for our clients' obligations.

##### **Surrounding Municipalities:**

*FA* works with several surrounding schools and municipalities. By working closely with surrounding municipalities, *FA* has greater insight into the economy and demographics of the region.

9. *Disclose any pending investigation of your company or enforcement or disciplinary actions taken within the past three years by the SEC or other regulatory body.*

There are no pending investigations of Fiscal Advisors & Marketing, Inc. nor any enforcement or disciplinary actions taken within the past three years by the SEC or other regulatory body.

10. *Provide the level of malpractice insurance carried, including the deductible to cover errors and omissions, improper judgments, or negligence.*

Fiscal Advisors & Marketing, Inc. carries malpractice insurance, in the amount of \$2,000,000 for each claim with a \$3,000,000 aggregate. There is a \$25,000 deductible.

11. *Provide a fee proposal in dollars for a three-year and a five-year period. First year of the service will be for fiscal year 01/01/2024-12/31/2024. Provide a list of all fees associated with the proposal. Identify any fees that are a "not to exceed" basis, describe any condition attached to your fee and explicitly state which costs are included in the fee proposal and which costs are to be reimbursed. A list of reimbursable fees, including vendor name, address and fee, shall be submitted to the City at the time of scheduling the issue.*

We have outlined our fees below for the various services we would expect to provide to the City. Please note that **FA will not charge for out-of-pocket expenses.**

For purposes of the Bid Form enclosed in Appendix B, we have estimated a three-year total of \$31,200 **based on three \$5 million bond issue and three annual continuing disclosure fees.** The five-year total is \$52,000, **based on five \$5 million annual bond issues and five annual continuing disclosure fees,** which has been the average schedule for the City. There will be **NO** reimbursable fees charged.

## **FISCAL ADVISORS & MARKETING, INC.**

### **FEE SCHEDULE <sup>(1)</sup> <sup>(2)</sup> <sup>(3)</sup> <sup>(4)</sup>**

<b><u>SERVICE</u></b>	<b><u>FEES</u></b>
<b>Bond Anticipation Note Issues</b>	
Under \$1,000,000 (Notice of Sale only)	\$1,500
\$1,000,001-\$5,000,000 (Official Statement)	\$4,500
Fee increases \$500 Per every million over \$5,000,000	
<b>Bond Issues</b>	
Under \$1,000,000 (Notice of Sale only)	\$2,200
Bonds up to \$5,000,000 (Official Statement, rating)	\$8,200
Fee increases \$1,000 Per every million above \$5,000,000	
<b>Refunding Bond Issues <sup>(5)</sup></b>	Determined at time of refunding
<b>Continuing Disclosure</b>	
Annual Continuing Disclosure	\$2,200
Material Event Filings (per occurrence)	\$ 500

- (1) *Actual Fees will be based on actual work performed: Fees may be affected by additional hourly fees charged for additional services specifically requested by the client.*
- (2) *This fee schedule is proprietary information provided to the client only; **it is not for dissemination.***
- (3) *Fees may adjust yearly based on Consumer Price Index (CPI).*
- (4) *The Client will also incur charges from Bond Counsel, Rating Agency (as applicable), and Premier Printing, Inc. for printing/mailing services and publication of Preliminary Official Statement and/or Notice of Sale.*
- (5) *The Refunding Serial Bond fee is typically paid with premium from Purchaser and not part of Project Costs.*



## Appendix - A: Financings for the Year 2023

<b>Date</b>	<b>Issuer</b>	<b>Par Amount</b>
02/02/23	Port Ewen FD	\$6,500,000
02/02/23	Schoharie Co	\$7,310,000
02/15/23	Mamaroneck V/O	\$14,947,778
02/16/23	Tompkins Co	\$12,998,000
03/15/23	Cattaraugus Co	\$3,289,782
04/06/23	Stanford Heights FD	\$10,200,000
04/13/23	Binghamton C/O	\$15,007,158
04/27/23	Utica C/O	\$15,105,000
05/04/23	Schenectady C/O	\$6,985,778
05/10/23	LaGrange T/O	\$10,144,762
05/11/23	Schenectady MDA	\$9,020,000
05/31/23	Elmira C/O	\$3,549,500
06/01/23	Dobbs Ferry UFSD	\$13,865,000
06/15/23	Addison CSD	\$7,690,000
06/15/23	Ballston Spa CSD	\$14,695,000
06/15/23	Berlin CSD	\$12,995,000
06/15/23	Canaseraga CSD	\$3,360,000
06/15/23	Cassadaga Valley CSD	\$11,205,000
06/15/23	Cheektowaga CSD	\$14,970,000
06/15/23	Clifton-Fine CSD	\$3,395,000
06/15/23	Cuba Rushford CSD	\$10,035,600
06/15/23	Delaware Acad CSD at Delhi	\$6,495,000
06/15/23	East Bloomfield CSD	\$10,675,000
06/15/23	Edwards-Knox CSD	\$3,940,000
06/15/23	Germantown CSD	\$8,900,000
06/15/23	Granville CSD	\$11,700,000
06/15/23	Hancock CSD	\$4,705,000
06/15/23	Jamestown City SD	\$10,610,000
06/15/23	Lisbon CSD	\$5,155,000
06/15/23	Madrid-Waddington CSD	\$4,090,000

<b>Date</b>	<b>Issuer</b>	<b>Par Amount</b>
06/15/23	Norwood-Norfolk CSD	\$7,890,000
06/15/23	Otselic Valley CSD	\$4,115,000
06/15/23	Panama CSD	\$4,460,000
06/15/23	Plattsburgh City SD	\$6,495,000
06/15/23	Putnam Valley CSD	\$11,735,000
06/15/23	Rotterdam-Mohonasen CSD	\$3,250,000
06/15/23	Sandy Creek CSD	\$4,605,000
06/15/23	Sidney CSD	\$5,115,000
06/15/23	South Jefferson CSD	\$6,315,000
06/15/23	Southern Cayuga CSD	\$3,515,000
06/15/23	Union-Endicott CSD	\$12,813,000
06/15/23	Windsor CSD	\$3,829,897
06/21/23	Webutuck CSD	\$3,065,000
06/22/23	Romulus CSD	\$4,555,000
06/22/23	Saratoga Springs C/O	\$10,609,365
07/20/23	Kings Point V/O	\$5,565,000
07/27/23	Troy C/O	\$12,870,000
08/02/23	Montgomery Co	\$5,405,000
09/29/23	Bedford T/O	\$6,535,000
10/05/23	Cortlandt T/O	\$6,870,000
10/19/23	Bedford CSD	\$13,750,000
12/27/23	Chemung Co	\$5,540,000

**Certifications:** The Certifications requested in the RFP are executed and attached as Appendix B.

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.

TOTAL BID IN FIGURES: \$ 3 Year: \$31,200. 5 Year \$52,000

TOTAL BID WRITTEN: Three Year: Thirty one thousand two hundred. Five Year: Fifty two thousand

COMPANY NAME: Fiscal Advisors & Marketing, Inc.

ADDRESS: 63 Putnam Street, Suite 202

Saratoga Springs NY 12866 Phone No. (518) 541 - 3861  
(City) (State) (Zip)

E-MAIL ADDRESS: jcaruso@fiscaladvisors.com

AUTHORIZED SIGNATURE: Jeanine R. Caruso

PRINTED NAME: Jeanine Rodgers Caruso

TITLE: Municipal Advisor DATE: 1/19/2024

**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: *Jeanine R. Caruso* Printed name: Jeanine Rodgers Caruso  
Title: Municipal Advisor Date: 1/19/2024  
Company Name: Fiscal Advisors & Marketing  
Company Address: 63 Putnam Street, Suite 202, Saratoga Springs, New York 12866

Subscribed to under penalty of perjury under the laws of the State of New York, this 19 day of January, 2024  
as the act and deed of said corporation or partnership.



## City of Saratoga Springs, NY: *Risk and Safety Agreement for Vendor Services*

City Project Number: RFP #: 2024-02 City Project Name: \_\_\_\_\_ Prevailing Wage Project No.: \_\_\_\_\_  
City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext. \_\_\_\_\_  
Company Name: Fiscal Advisors & Marketing, Inc.  
Company Address: 63 Putnam Street, Suite 202, Saratoga Springs, New York 12866  
Company Telephone No.: (518) 541-3861 Company Fax No.: \_\_\_\_\_  
Vendor Primary Contact for This Project: Jeanline Rodgers Caruso Title: Municipal Advisor

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.

The Vendor shall procure and maintain during the term of this contract, 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 (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor. 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 (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 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 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 Vendor.

The City 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;
- **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 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 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 Sub-contractor for any portion of the services outlined within the scope of its activities, the SubVendor 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 Sub-contractor 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 Vendor, 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 Vendor or its employees or anyone for whom the Vendor is legally liable or Sub-contractor. 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 agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Vendor 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 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.

The City specifically reserves the right to suspend or terminate all work under this contract whenever Vendor and/or Vendor's employees or sub-contractor are proceeding in a manner that threatens the life, health or safety of any of Vendor's employees, sub-contractor'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 Vendor. If the City exercises its rights pursuant to this part, the Vendor 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 Vendor's service to the public or the City's 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 shall have the right to immediately terminate its contract.

Vendor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor Signature: Jeanine R. Caruso Date: 1/19/2024



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2024

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).

<b>PRODUCER</b> Haylor, Freyer & Coon, Inc. PO Box 4743 Syracuse NY 13221	<b>CONTACT NAME:</b> Diane Stahl <b>PHONE (A/C, No, Ext):</b> 607-304-9767 <b>E-MAIL ADDRESS:</b> dstahl@haylor.com	<b>FAX (A/C, No):</b>
<b>INSURED</b> Fiscal Advisors & Marketing, Inc. 250 S. Clinton St. Ste 502 Syracuse NY 13202	<b>FISCAL ADVISOR</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Lloyds of London		85202
<b>INSURER B:</b> Beazley Insurance Co		37540
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1823718695

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Professional Liability Cyber Liability			HMPL230287 V24F02230601	10/31/2023 10/19/2023	10/31/2024 10/19/2024	2,000,000 3,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Professional Liability Retroactive date: January 1, 2003

**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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2024

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	Grimsley Agency of NY LLC 5320 West Taft Rd North Syracuse, Ny 13212 License #: PC-1097969	CONTACT NAME:	David Grimsley		
		PHONE (A/C, No, Ext):	315-452-0123	FAX (A/C, No):	315-458-4734
		E-MAIL ADDRESS:	grimsleyagencydavid@yahoo.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A:	Travelers	19046	
		INSURER B:	Travelers	25658	
		INSURER C:	Travelers	25615	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 00000677-1527146 REVISION NUMBER: 16

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	ADDITIONAL INSURED	SUBROGATION	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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		6806B99059A	05/11/2023	05/11/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> 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	Y		6806B99059A	05/11/2023	05/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000		Y	CUP7B001985	05/11/2023	05/11/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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 <input checked="" type="checkbox"/> Y	N/A	UB9T18099A	12/08/2023	12/08/2024	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Saratoga Springs is named as an Additional Insured on a Primary and Non-Contributory Basis.

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs  
Office of Risk & 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

(DPG)

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULED ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE OF ADDITIONAL INSUREDS AND COVERED OPERATIONS**

NAME OF PERSON OR ORGANIZATION:

PROJECT/LOCATION OF COVERED OPERATIONS:

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization shown in the Schedule Of Additional Insureds And Covered Operations that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds And Covered Operations, to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:
  - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

## COMMERCIAL GENERAL LIABILITY

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
  - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
  - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (a) How, when and where the "occurrence" or offense took place;
    - (b) The names and addresses of any injured persons and witnesses; and
    - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - (2) If a claim is made or "suit" is brought against the additional insured:
    - (a) Immediately record the specifics of the claim or "suit" and the date received; and
    - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.



# CERTIFICATE OF INSURANCE COVERAGE

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) FISCAL ADVISORS & MARKETING INC 250 S. CLINTON STREET, SUITE 502 SYRACUSE, NY 13202  Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 315-752-0051  1c. Federal Employer Identification Number of Insured or Social Security Number 010730758
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Suite21 Saratoga Springs NY 12866	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company  3b. Policy Number of Entity Listed in Box "1a" DBL582863  3c. Policy effective period 01/01/2024 to 12/31/2024


4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the Insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed 1/19/2024 By   
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have been checked)

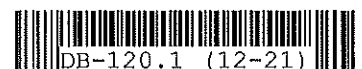
#### State of New York Workers' Compensation Board

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 (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



## **Additional Instructions for Form DB-120.1**

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) 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 NYS 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### **NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

#### **§220. Subd. 8**

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2024

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).

<b>PRODUCER</b> Haylor, Freyer & Coon, Inc. PO Box 4743 Syracuse NY 13221	<b>CONTACT NAME:</b> Diane Stahl <b>PHONE (A/C, No, Ext):</b> 607-304-9767 <b>E-MAIL ADDRESS:</b> dstahl@haylor.com	<b>FAX (A/C, No):</b>
<b>INSURED</b> Fiscal Advisors & Marketing, Inc. 250 S. Clinton St. Ste 502 Syracuse NY 13202	<b>FISCAL ADVISOR</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Lloyds of London		85202
<b>INSURER B:</b> Beazley Insurance Co		37540
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 1823718695**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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <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	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <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)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A B	Professional Liability Cyber Liability			HMPL230287 V24F02230601	10/31/2023 10/19/2023	10/31/2024 10/19/2024	2,000,000	3,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Professional Liability Retroactive date: January 1, 2003

**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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2024

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	Grimsley Agency of NY LLC 5320 West Taft Rd North Syracuse, Ny 13212 License #: PC-1097969	CONTACT NAME: David Grimsley PHONE (A/C, No, Ext): 315-452-0123 E-MAIL ADDRESS: grimsleyagencydavid@yahoo.com FAX (A/C, No): 315-458-4734
INSURED	Fiscal Advisors & Marketing Inc DBA & Premier Printing, Inc. 250 S Clinton St Suite 502 Syracuse, NY 13202	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers 19046 INSURER B: Travelers 25658 INSURER C: Travelers 25615 INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 00000677-1527146

REVISION NUMBER: 16

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		6806B99059A	05/11/2023	05/11/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
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	Y		6806B99059A	05/11/2023	05/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000 OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/>	Y		CUP7B001985	05/11/2023	05/11/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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/A	UB9T18099A	12/08/2023	12/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Saratoga Springs is named as an Additional Insured on a Primary and Non-Contributory Basis.

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs  
Office of Risk & 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

(DPG)

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULED ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE OF ADDITIONAL INSURED AND COVERED OPERATIONS**

NAME OF PERSON OR ORGANIZATION:

PROJECT/LOCATION OF COVERED OPERATIONS:

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization shown in the Schedule Of Additional Insureds And Covered Operations that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds And Covered Operations, to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:
  - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:



## COMMERCIAL GENERAL LIABILITY

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
  - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
  - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (a) How, when and where the "occurrence" or offense took place;
    - (b) The names and addresses of any injured persons and witnesses; and
    - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - (2) If a claim is made or "suit" is brought against the additional insured:
    - (a) Immediately record the specifics of the claim or "suit" and the date received; and
    - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.



# CERTIFICATE OF INSURANCE COVERAGE

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) FISCAL ADVISORS & MARKETING INC 250 S. CLINTON STREET, SUITE 502 SYRACUSE, NY 13202  Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 315-752-0051  1c. Federal Employer Identification Number of Insured or Social Security Number 010730758
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Suite21 Saratoga Springs NY 12866	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company  3b. Policy Number of Entity Listed in Box "1a" DBL582863  3c. Policy effective period 01/01/2024 to 12/31/2024

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the Insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/19/2024 By   
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have been checked)

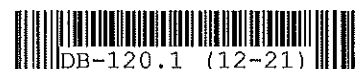
#### State of New York Workers' Compensation Board

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 (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



## **Additional Instructions for Form DB-120.1**

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) 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 NYS 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### **NYS 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.

**Financial Advisor Services RFP 2024-02 Bid Results**

	<b>Total Bid</b>	<b>Purchasing</b>	<b>Risk and Safety</b>
<b>Fiscal Advisors &amp; Marketing, Inc.</b> Jeanine Rodgers Caruso 63 Putnam St., Ste. 202 Saratoga Springs, NY 12866 <a href="mailto:jcaruso@fiscaladvisors.com">jcaruso@fiscaladvisors.com</a>	3 year: \$31,200.00 5 year: \$52,000.00	Meets requirements.	Meets requirements.
<b>Munistat Services, Inc.</b> Michael Loguercio 12 Roosevelt Avenue Port Jefferson Station, NY 11776 <a href="mailto:Mloguercio@munistat.com">Mloguercio@munistat.com</a>	Total bid left blank on form.	Incomplete bid form.	No COI provided.
<b>Capital Markets Advisors, LLC</b> Rick Ganci 4211 N. Buffalo Rd., Ste. 19 Orchard Park, NY 14127 <a href="mailto:rganci@capmark.org">rganci@capmark.org</a>	No bid form submitted.	Incomplete, no bid form.	Meets requirements.



Municipal Advisors to Local Governments

FEBRUARY 1, 2024

## CITY OF SARATOGA SPRINGS

### DISCLOSURE OF CONFLICTS OF INTEREST

#### **OTHER MATERIAL CONFLICTS OF INTEREST**

The Municipal Securities Rulemaking Board requires us, as your Municipal Advisor, to provide written disclosure to you about material conflicts of interest. The following represent Fiscal Advisors material conflicts of interest known to Fiscal Advisors as of the date of this Agreement.

**Affiliated Entities.** Most securities issuances will require the services of a financial printer and/or the electronic distribution of the Official Statement, Notice of Sale and/or offering documents. In connection with these requirements, Fiscal Advisors utilizes Premier Printing, Inc., an affiliate of Fiscal Advisors, to print, mail and electronically post, or cause the posting of, applicable documents. Client is not obligated to use Premier Printing, Inc., and Premier Printing, Inc. will provide Client an estimate of charges for its services upon request and will bill separately for its services.

Armory Associates, LLC is an affiliate of Fiscal Advisors that provides valuations for Other Post-Employment Benefits, and may provide these services to you under separate contract for which it receives separate compensation. In addition, valuations provided by Armory Associates, LLC may be reported in your official statements, continuing disclosure, or other documents (either separately or as part of your audited financial statements). These valuations may affect a creditor's or investor's assessment of your financial position or credit strength. Client is not obligated to use Armory Associates, LLC, and Armory Associates, LLC will provide Client an estimate of charges for its services upon request and will bill separately for its services.

With respect to all of the above conflicts, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own. These conflicts are further mitigated by several factors. Fiscal Advisors discloses to Client the nature of its relationship with each of its affiliates and will remain fully responsive at all times during the course of the engagement to inquiries by Client regarding any specific details or concerns regarding such relationship. Further, in the event that Fiscal Advisors makes a recommendation to Client that could influence the level of business with an affiliate, Fiscal Advisors will, at the request of Client, provide an analysis of potential alternatives to such recommendation and the relative benefits and costs of the recommendation and any such alternatives. Finally, neither Fiscal Advisors' nor any affiliate's separate engagement with Client is conditioned on Client maintaining its relationship with any other such party, further mitigating any potential conflict that could result if Fiscal Advisors' services to Client were contingent on Client maintaining an engagement with an affiliate.

#### **VARIOUS FORMS OF COMPENSATION**

The Municipal Securities Rulemaking Board requires us, as your Municipal Advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

**Forms of compensation; potential conflicts.** The fees to be paid by the Client to Fiscal Advisors are partially contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Fiscal Advisors may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Fiscal Advisors may have an incentive to discourage

a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fixed fee.** Under a fixed fee form of compensation, the Municipal Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Municipal Advisor's fee is contingent upon the successful completion of a financing, as described below.

**Hourly fee.** Under an hourly fee form of compensation, the Municipal Advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

**Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a Municipal Advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

**Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the Municipal Advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

With respect to each of the compensation conflicts described above, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

### **REQUIRED REGULATORY DISCLOSURES**

Fiscal Advisors is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

As part of its SEC registration, Fiscal Advisors is required to disclose to the SEC information regarding criminal

actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Fiscal Advisors. Pursuant to MSRB Rule G-42, Fiscal Advisors is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Fiscal Advisors or the integrity of its management or advisory personnel. Fiscal Advisors has determined that no such event exists.

Copies of Fiscal Advisors' filings with the SEC, including Fiscal Advisors' most recent Form MA and each most recent Form MA-I, can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/search> and searching for either Fiscal Advisors & Marketing, Inc. or for our CIK number which is 0001591452.

Fiscal Advisors has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.



## City of Saratoga Springs, NY Contract

City Department: Finance Department Contact Person: Christine Gillmet-Brown City Ext. 2564  
Company Name: Fiscal Advisors & Marketing, Inc.  
Company Address: 63 Putnam Street, Suite 202, Saratoga Springs, NY 12866t  
Company Telephone No.: (518) 541-3861 Company Fax No.: (315) 752-0057  
Vendor and/or Service Provider Primary Contact: Jeanine Rodgers Caruso Title: Municipal Advisor  
Primary Contact Email: jcaruso@fiscaladvisors.com  
Service to be Provided: Financial Advising Services

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for **Bond Counsel Services**, the Vendor and/or Service Provider submitted proposals dated **January 19, 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 **three years from start of services (approximately February 2027)**. 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. **Option to Extend the Term of Agreement:** This agreement may be extended for up to two (2) one (1) year terms from expiration under the same terms and conditions as long as the extension(s) are agreeable to both the City and the Vendor and/or Service Provider.
4. **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 **fees based on Exhibit A (proposal)** 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.
5. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of **Finance** 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 **Jeanine Rodgers Caruso**. 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:**   **Fiscal Advisors & Marketing Inc., 63 Putnam St, Suite 202, Saratoga Springs, NY 12866**
6. **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.
7. **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.

8. **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.
9. **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.
10. **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.

11. **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.
12. **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.
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. **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.

15. **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.

16. **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.
17. **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.
18. **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.
19. **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).
20. **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.
21. **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.

22. **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.
23. **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.
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 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: Jeanine Caruso Date: 2/1/2024

Print Name: Jeanine Caruso Title: Municipal Advisor

City of Saratoga Springs' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: John Safford Title: Mayor City Council Approval Date: February 06, 2024

## 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.*).

*Jeanine Caruso*

Vendor and/or Service Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



## City of Saratoga Springs, NY Contract

City Department: Finance Department Contact Person: Christine Gillmet-Brown City Ext. 2564  
Company Name: Walsh Schwartz LLP  
Company Address: 42 Long Alley, Saratoga Springs, NY 12866  
Company Telephone No.: (518) 538-0171 Company Fax No.: \_\_\_\_\_  
Vendor and/or Service Provider Primary Contact: Joan B. Bleikamp Title: Partner  
Primary Contact Email: jbleikamp@spalaw2.com  
Service to be Provided: Bond Counsel Services

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for **Bond Counsel Services**, the Vendor and/or Service Provider submitted proposals dated **January 26, 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 **three years from start of services (approximately February 2027)**. 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. **Option to Extend the Term of Agreement:** This agreement may be extended for up to two (2) one (1) year terms from expiration under the same terms and conditions as long as the extension(s) are agreeable to both the City and the Vendor and/or Service Provider.
4. **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 **fees based on Exhibit A (proposal)** 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.
5. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Finance 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 **Joan B. Bleikamp**. 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: Walsh Schwartz LLP (ATTN: Joan Bleikamp) 42 Long Alley, Saratoga Springs, NY 12866**
6. **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.
7. **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.

8. **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.
9. **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.
10. **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.

11. **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.
12. **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.
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. **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.

15. **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.

16. **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.
17. **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.
18. **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.
19. **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).
20. **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.
21. **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.

22. **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.
23. **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.
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 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 Joan B. Bleikamp Date: 1/31/24

Print Name: Joan B. Bleikamp Title: Partner

City of Saratoga Springs' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: John Safford Title: Mayor City Council Approval Date: February 06, 2024

EXHIBIT A

Our fee proposal is as follows:

Public sale of serial bonds	\$4,500
Private sale of serial bonds	\$3,500
Statutory installment bond issue	\$2,700
Bond anticipation note issue	\$1,800
Bond resolution	\$150-\$450, depending upon complexity
Tax anticipation note, revenue anticipation note, capital note, budget note or deficiency note issue (including resolutions)	\$1,500
Application for sewer debt exclusion	\$450
Installment purchase contract (including resolutions)	\$2,700-\$4,500, depending upon complexity
Advance refunding of serial bonds (including resolutions)	\$7,500 per issue refunded

There generally is no charge for written or oral responses to capital committee questions or other financing questions from the Director of Finance, the Deputy Commissioner of Finance or members of the City Council. There is no charge for our attorneys' attendance at finance meetings held by the City.

In addition to the above fees, Walsh Schwartz LLP will expect to be reimbursed for all client charges made or incurred on behalf of the City, such as photocopying, postage, deliveries, filing fees and other expenses.

The above fees will remain in effect for both a three-year period and a five-year period.

**RESPONSE TO**  
**RFP #: 2024-01 – BOND COUNSEL**

**Name of Bidder: Walsh Schwartz LLP**

**RFP Opening: Tuesday, January 23, 2024 at 2:00 p.m.**

**WALSH SCHWARTZ LLP**

42 Long Alley  
Saratoga Springs, New York 12866-2116  
(518) 583-0171  
[wslip@spalaw2.com](mailto:wslip@spalaw2.com)

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## PART 1

1. The principal contact person at Walsh Schwartz LLP is as follows:

Joan B. Bleikamp, Esq.  
Walsh Schwartz LLP  
42 Long Alley  
Saratoga Springs, New York 12866-2116  
Telephone: (518) 583-0171  
Facsimile: (518) 583-1025  
E-mail: [jbleikamp@spalaw2.com](mailto:jbleikamp@spalaw2.com)

The principal author of this proposal is as follows:

Joan B. Bleikamp, Esq.  
Walsh Schwartz LLP  
42 Long Alley  
Saratoga Springs, New York 12866-2116  
Telephone: (518) 583-0171  
Facsimile: (518) 583-1025  
E-mail: [jbleikamp@spalaw2.com](mailto:jbleikamp@spalaw2.com)

Brief resumes for the attorneys who will be assigned to the City's financings are as follows:

**Joan B. Bleikamp** concentrates her practice in the area of municipal finance. She has acted as bond counsel to the Dormitory Authority of the State of New York as well as to towns, villages, cities, counties, school districts, fire districts and other municipal corporations in New York State. She has extensive experience in acting as bond counsel to municipalities in connection with the New York Clean Water and Drinking Water State Revolving Fund loan programs administered by the New York State Environmental Facilities Corporation and various loan programs administered by the United States Department of Agriculture, Rural Development. She has also acted as bond counsel to several industrial development agencies in New York State and the Vermont Industrial Development Authority.

In addition to acting as bond counsel, Ms. Bleikamp has represented underwriters and trustees in municipal and public authority finance transactions in New York, Vermont, Maine, Georgia, Kansas and Missouri. She has participated in a wide variety of financing transactions, including letter of credit secured revenue debt structures, lower floaters and multimodal financings, as well as more traditional general obligation municipal finance transactions. She had lead drafting responsibility in the creation of a successful collateralized letter of credit program that has been used by two lending institutions in connection with both tax-exempt and taxable bond offerings.

Ms. Bleikamp has also acted as special counsel to several municipalities in New York State which have received funding for community development projects through the Canal Corridor Initiative, a program of the United States Department of Housing and Urban Development.

Ms. Bleikamp has served as Secretary and a Director of the Saratoga Springs Preservation Foundation, as a member of the Saratoga County YMCA Membership Committee, as Chairman of the Town of Argyle Zoning Board of Appeals, as Treasurer and Recording Secretary of the Washington County Historical Society and as a member of the Washington County Advisory Council on Historic Preservation.

Ms. Bleikamp graduated cum laude from Albany Law School of Union University in 1983. She received a bachelor's degree with honors from Colorado State University in 1975 and a master's degree from The Pennsylvania State University in 1978. She is a member of the National Association of Bond Lawyers.

**Joseph M. Walsh** practices primarily in the areas of municipal finance, corporate, real estate, land use and environmental, commercial and real property litigation and community association law.

Mr. Walsh has acted as bond counsel to municipal and district corporation issuers for the financing of a variety of projects, including several public libraries and solid waste management facilities. He serves as a town attorney and has acted as special counsel for county solid waste management facilities and financing.

His real estate experience includes representing developers through the acquisition, financing, permitting, construction and sell-out phases of residential condominium and homeowner association developments and commercial projects. He has substantial litigation experience in the area of real property law and has represented a variety of commercial and residential lenders.

Mr. Walsh was a member of the Executive Committee of the Real Property Law Section of the New York State Bar Association from 1994 until 2018, was the State-wide Co-Chair of the Section's Condominiums and Cooperatives Committee from 1996 until 2006 and was the Co-Chair of the Section's Continuing Legal Education Committee from 2006 until 2016.

Mr. Walsh graduated from Albany Law School of Union University in 1980. He received a bachelor's degree from the University of Michigan in 1973 and master's degrees from the State University of New York at Albany in 1975 and Rensselaer Polytechnic Institute in 1976. He is a member of the American Bar Association, the New York State Bar Association and the Saratoga County Bar Association.

**Marian Wait Walsh** practices primarily in the areas of municipal finance, banking, commercial and project finance, real estate, estate planning and probate.

Mrs. Walsh has served as bond counsel to several area school district public libraries.

As counsel to banks and borrowers, Mrs. Walsh has extensive experience in financing transactions from both the lender's and the borrower's perspectives. She has represented banks in construction loans and permanent financings for a variety of commercial,



industrial and residential development projects, and has considerable experience in asset-based as well as credit-based financing. Projects with which she has been involved run the full gamut of commercial projects, both publicly and privately financed, and include the financing of several hydroelectric plants, the Saratoga YMCA, the Capital District YMCA and the Luther Forest Technology Campus Economic Development Corporation.

Mrs. Walsh served as a member of the Board of Directors of the Albany Medical Center in Albany, New York for six years, serving on the College Affairs Committee and Audit Committee, as a member of the OASIS (Not-For-Profit) Board of Directors for six years, as a member of the Saratoga County ARC Foundation Board of Directors for two years, as a member of the Cornell Agricultural College Committee for Planned Giving for two years, as a member of the Saratoga Rowing Association Board of Directors for four years and as a member of the Board of Directors of Sustainable Saratoga, where she served as Treasurer and on the Executive and Governance Committees.

Mrs. Walsh graduated from Boston University School of Law in 1981. She received a bachelor's degree from Cornell University in 1971 and a master's degree from the State University of New York at Albany in 1975. She is a member of the New York State Bar Association and the Saratoga County Bar Association.

2. Walsh Schwartz LLP is a general practice law firm with extensive experience in municipal finance.

Our municipal finance practice is primarily as bond counsel to towns, villages, cities, counties, school districts, fire districts and other municipal corporations in their traditional borrowings under the New York Local Finance Law. We also assist municipalities and public authorities in the development and finance of programs to meet their infrastructure needs. Walsh Schwartz LLP is nationally recognized as municipal bond counsel and is listed in the municipal bond attorneys section of The Bond Buyer's Municipal Marketplace (the "Red Book").

The firm's attorneys also act as counsel to various municipalities and have represented them in litigation and in environmental and land use matters. The firm represents institutional and private lenders as well in a variety of finance transactions.

The firm has no branch offices. The firm's attorneys who concentrate their practices in municipal finance are Joan B. Bleikamp, Joseph M. Walsh and Marian Wait Walsh.

3. Attached to this proposal is a listing of bond financings from January 1, 2019 to the present time in which Walsh Schwartz LLP has represented municipal issuers.

Contact information for references is as follows:

Ms. Mindy Goddeau  
Village Treasurer  
Village of Lake Placid  
2693 Main Street  
Lake Placid, New York 12946  
(518) 523-2597  
[treasurer@villageoflakeplacid.ny.gov](mailto:treasurer@villageoflakeplacid.ny.gov)

Mr. Jeffrey Rivenburg  
Assistant Superintendent  
Duanesburg Central School District  
133 School Drive  
Delanson, New York 12053  
(518) 895-2279  
[jrivenburg@duanesburg.org](mailto:jrivenburg@duanesburg.org)

Ms. Catherine Edman  
Budget Officer  
Town of North Elba  
2693 Main Street  
Lake Placid, New York 12946  
(518) 523-9517  
[cedman@northelba.org](mailto:cedman@northelba.org)

Hon. Edward D. Kinowski  
Supervisor  
Town of Stillwater  
P.O. Box 700  
Stillwater, New York 12170  
(518) 664-6148  
[ekinowski@stillwaterny.org](mailto:ekinowski@stillwaterny.org)

4. There is no litigation, administrative proceedings or investigations in which Walsh Schwartz LLP is currently involved or which is threatened against Walsh Schwartz LLP.
5. There are no existing or potential conflicts of interest which Walsh Schwartz LLP will have in the course of its performance of services requested. Our firm has a system for routinely checking for potential conflicts of interest between existing and former clients and among new, existing and former clients. On occasion, prospective new or existing clients indicate that they may have a possible dispute with or claim against the City. Walsh Schwartz LLP declines representation in such instances due to its representation of the City as bond counsel, unless the clients give their informed consent to dual representation.
6. Walsh Schwartz LLP has acted as bond counsel to the City since November 5, 1999.  
  
Joan B. Bleikamp is a resident of the City and is familiar with the financing issues facing the City.
7. The level of malpractice insurance carried by Walsh Schwartz LLP to cover errors and omissions, improper judgments or negligence is \$1,000,000 per occurrence with \$2,000,000 aggregate. The deductible is \$10,000.
8. Our fee proposal is as follows:

Public sale of serial bonds	\$4,500
Private sale of serial bonds	\$3,500
Statutory installment bond issue	\$2,700
Bond anticipation note issue	\$1,800
Bond resolution	\$150-\$450, depending upon complexity
Tax anticipation note, revenue anticipation note, capital note, budget note or deficiency note issue (including resolutions)	\$1,500
Application for sewer debt exclusion	\$450
Installment purchase contract (including resolutions)	\$2,700-\$4,500, depending upon complexity
Advance refunding of serial bonds (including resolutions)	\$7,500 per issue refunded

There generally is no charge for written or oral responses to capital committee questions or other financing questions from the Director of Finance, the Deputy Commissioner of Finance or members of the City Council. There is no charge for our attorneys' attendance at finance meetings held by the City.

In addition to the above fees, Walsh Schwartz LLP will expect to be reimbursed for all client charges made or incurred on behalf of the City, such as photocopying, postage, deliveries, filing fees and other expenses.

The above fees will remain in effect for both a three-year period and a five-year period.

MUNICIPAL FINANCE TRANSACTIONS SINCE JANUARY 1, 2019  
IN WHICH WALSH SCHWARTZ LLP HAS ACTED AS COUNSEL

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
12/20/2023	Town of Shandaken (NY)	Tax Anticipation Note – 2023	\$ 40.0	Bond Counsel
12/8/2023	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2023 (Renewal)	\$ 30.0	Bond Counsel
12/5/2023	Village of Lake Placid (NY)	E.F.C. Drinking Water Facility Statutory Installment Bond – 2023	\$ 6,189.2	Bond Counsel
11/6/2023	Village of Hudson Falls (NY)	Bond Anticipation Note for Moran-Derby Park Redevelopment – 2023 (Renewal)	\$ 850.0	Bond Counsel
9/14/2023	Village of Lake Placid (NY)	Amended and Restated E.F.C. Drinking Water Facility Note – 2018	\$ 1,800.0	Bond Counsel
8/24/2023	Town of Stillwater (NY)	Bond Anticipation Note for Construction of Public Safety Facility – 2023	\$ 5,400.0	Bond Counsel
7/31/2023	Town of Pittsfield (NY)	Bond Anticipation Note for Road and Culvert Improvements – 2023 (Renewal)	\$ 1,650.0	Bond Counsel
6/22/2023	City of Saratoga Springs (NY)	Public Improvement (Serial) Bonds, 2023	\$ 10,609.3	Bond Counsel
6/21/2023	Village of Stamford (NY)	Bond Anticipation Notes, 2023	\$ 740.1	Bond Counsel
6/15/2023	Duanesburg Central School District (NY)	School District (Serial) Bonds, 2023	\$ 300.9	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
6/15/2023	Village of Stamford (NY)	Statutory Installment Bond (Water System Serial Bond – 2023)	\$ 1,759.0	Bond Counsel
6/1/2023	Town of Stillwater (NY)	Bond Anticipation Notes, 2023 (Renewals)	\$ 5,155.0	Bond Counsel
2/10/2023	Village of Hudson Falls (NY)	Bond Anticipation Note for Courthouse Restoration – 2023 (Renewal)	\$ 118.2	Bond Counsel
2/9/2023	Village of Waterford (NY)	Public Improvement (Serial) Bonds, 2023	\$ 1,250.0	Bond Counsel
1/18/2023	Town of North Elba (NY)	Statutory Installment Bond (Tandem Trucks Serial Bond – 2023)	\$ 580.0	Bond Counsel
1/3/2023	Town of Wells (NY)	Tax Anticipation Note, 2023	\$ 250.0	Bond Counsel
12/9/2022	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2022 (Renewal)	\$ 40.0	Bond Counsel
11/22/2022	Village of Hancock (NY)	E.F.C. Drinking Water Facility Statutory Installment Bond – 2022	\$ 1,721.7	Bond Counsel
11/17/2022	Village of Lake Placid (NY)	Amended and Restated E.F.C. Clean Water Facility Note – 2018A	\$ 4,446.9	Bond Counsel
11/7/2022	Village of Hudson Falls (NY)	Bond Anticipation Note for Moran-Derby Park Redevelopment – 2022 (Renewal)	\$ 1,350.0	Bond Counsel
10/13/2022	Town of Stillwater (NY)	Bond Anticipation Note for Construction of Public Safety Facility, 2022	\$ 4,500.0	Bond Counsel
10/5/2022	Village of Lake Placid (NY)	Public Improvement (Serial) Bonds, 2022	\$ 990.0	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
10/4/2022	Town of Wells (NY)	Revenue Anticipation Note, 2022 (Renewal)	\$ 500.0	Bond Counsel
8/11/2022	Berkshire Fire District (NY)	Fire District (Serial) Bonds, 2022	\$ 1,100.0	Bond Counsel
8/1/2022	Town of Pittsfield (NY)	Bond Anticipation Note for Road and Culvert Improvements – 2022	\$ 2,200.0	Bond Counsel
7/14/2022	Village of Waterford (NY)	Bond Anticipation Note for Building Acquisition – 2022 (Renewal)	\$ 189.0	Bond Counsel
7/7/2022	Village of Hancock (NY)	Amended and Restated E.F.C. Drinking Water Facility Note – 2019	\$ 1,600.0	Bond Counsel
6/23/2022	Lake Placid Central School District (NY)	School District (Serial) Bonds, 2022	\$ 14,600.4	Bond Counsel
6/23/2022	City of Saratoga Springs (NY)	Public Improvement (Serial) Bonds, 2022	\$ 17,137.2	Bond Counsel
6/22/2022	Village of Stamford (NY)	Bond Anticipation Notes, 2022	\$ 2,537.1	Bond Counsel
6/17/2022	Duanesburg Central School District (NY)	School District (Serial) Bonds, 2022	\$ 221.8	Bond Counsel
6/2/2022	Town of Stillwater (NY)	Bond Anticipation Notes, 2022 (Renewals)	\$ 5,220.0	Bond Counsel
5/13/2022	Stillwater Fire District (NY)	Bond Anticipation Note for Construction of New Fire Station – 2022 (Renewal)	\$ 300.0	Bond Counsel
5/12/2022	Town of Plainfield (NY)	Statutory Installment Bond (Plow/Sander Truck Serial Bond – 2022)	\$ 213.0	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
2/11/2022	Village of Waterford (NY)	Bond Anticipation Note for Consolidated Firehouse Project – 2022 (Renewal)	\$ 1,800.0	Bond Counsel
2/11/2022	Village of Hudson Falls (NY)	Bond Anticipation Note for Courthouse Restoration – 2022 (Renewal)	\$ 177.3	Bond Counsel
12/10/2021	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2021 (Renewal)	\$ 50.0	Bond Counsel
12/2/2021	Village of Walton (NY)	E.F.C. Drinking Water Facility Note – 2021	\$ 800.0	Bond Counsel
12/1/2021	Village of Walton (NY)	Public Improvement Refunding (Serial) Bonds, 2021	\$ 2,915.0	Bond Counsel
11/8/2021	Village of Hudson Falls (NY)	Bond Anticipation Note for Moran-Derby Park Redevelopment – 2021	\$ 1,600.0	Bond Counsel
11/1/2021	Berkshire Fire District (NY)	Bond Anticipation Note for Purchase of Used Fire Truck, 2021	\$ 75.0	Bond Counsel
10/5/2021	Town of Wells (NY)	Revenue Anticipation Note, 2021 (Renewal)	\$ 600.0	Bond Counsel
9/17/2021	Town of Wells (NY)	Bond Anticipation Note for Purchase of Plow Truck, 2021 (Renewal)	\$ 25.6	Bond Counsel
7/14/2021	Village of Waterford (NY)	Bond Anticipation Note for Building Acquisition – 2021	\$ 189.0	Bond Counsel
6/24/2021	Lake Placid Central School District (NY)	Bond Anticipation Notes, 2021 (Renewals)	\$ 17,106.6	Bond Counsel
6/23/2021	Village of Stamford (NY)	Bond Anticipation Notes, 2021	\$ 2,550.1	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
6/17/2021	City of Saratoga Springs (NY)	Public Improvement (Serial) Bonds, 2021	\$ 6,167.8	Bond Counsel
6/17/2021	Duanesburg Central School District (NY)	School District (Serial) Bonds, 2021	\$ 276.7	Bond Counsel
6/3/2021	Town of Stillwater (NY)	Bond Anticipation Notes, 2021 (Renewals)	\$ 5,280.0	Bond Counsel
5/14/2021	Stillwater Fire District (NY)	Bond Anticipation Note for Construction of New Fire Station – 2021 (Renewal)	\$ 600.0	Bond Counsel
3/25/2021	City of Saratoga Springs (NY)	Public Improvement Refunding (Serial) Bonds, 2021	\$ 2,755.0	Bond Counsel
2/12/2021	Village of Waterford (NY)	Bond Anticipation Note for Consolidated Firehouse Project – 2021	\$ 1,800.0	Bond Counsel
2/12/2021	Village of Hudson Falls (NY)	Bond Anticipation Note for Courthouse Restoration – 2021 (Renewal)	\$ 217.0	Bond Counsel
2/10/2021	Wells Fire District No. 1 (NY)	Fire District Serial Bonds – 2021	\$ 153.0	Bond Counsel
12/11/2020	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2020 (Renewal)	\$ 60.0	Bond Counsel
12/10/2020	City of Saratoga Springs (NY)	Tax Anticipation Note, 2020	\$ 5,000.0	Bond Counsel
10/6/2020	Town of Wells (NY)	Revenue Anticipation Note, 2020	\$ 705.0	Bond Counsel
9/18/2020	Town of Wells (NY)	Bond Anticipation Note for Purchase of Plow Truck, 2020 (Renewal)	\$ 51.2	Bond Counsel
8/25/2020	City of Saratoga Springs (NY)	Public Improvement Refunding (Serial) Bonds, 2020	\$ 6,180.0	Bond Counsel



<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
8/14/2020	Town of Wells (NY)	Bond Anticipation Note for Purchase of Ambulance, 2020 (Renewal)	\$ 18.4	Bond Counsel
6/25/2020	Lake Placid Central School District (NY)	Bond Anticipation Notes, 2020	\$ 18,565.2	Bond Counsel
6/24/2020	Village of Stamford (NY)	Bond Anticipation Notes, 2020	\$ 2,564.0	Bond Counsel
6/18/2020	Duanesburg Central School District (NY)	School District (Serial) Bonds, 2020	\$ 279.9	Bond Counsel
6/18/2020	City of Saratoga Springs (NY)	Tax Anticipation Notes, 2020	\$ 6,300.0	Bond Counsel
6/18/2020	City of Saratoga Springs (NY)	Public Improvement (Serial) Bonds, 2020	\$ 7,428.1	Bond Counsel
6/4/2020	Town of Stillwater (NY)	Bond Anticipation Notes, 2020 (Renewals)	\$ 5,340.0	Bond Counsel
5/15/2020	Stillwater Fire District (NY)	Bond Anticipation Note for Construction of New Fire Station – 2020	\$ 1,200.0	Bond Counsel
5/1/2020	Town of North Elba (NY)	Statutory Installment Bond (Tandem Truck Serial Bond – 2020)	\$ 225.0	Bond Counsel
4/15/2020	Village of Ballston Spa (NY)	Statutory Installment Bond (Fire Apparatus Serial Bond – 2020)	\$ 1,159.4	Bond Counsel
2/14/2020	Village of Hudson Falls (NY)	Bond Anticipation Note for Courthouse Restoration – 2020	\$ 717.0	Bond Counsel
1/16/2020	Town of North Elba (NY)	E.F.C. Drinking Water Facility Note – 2020	\$ 885.0	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
12/30/2019	Village of Ballston Spa (NY)	Statutory Installment Bond (General Obligations Refunding Serial Bond – 2019)	\$ 603.8	Bond Counsel
12/12/2019	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2019 (Renewal)	\$ 70.0	Bond Counsel
11/18/2019	Town of Pittsfield (NY)	Revenue Anticipation Note – 2019	\$ 150.0	Bond Counsel
10/17/2019	Village of Hancock (NY)	E.F.C. Drinking Water Facility Note – 2019	\$ 1,600.0	Bond Counsel
9/20/2019	Town of Wells (NY)	Bond Anticipation Note for Purchase of Plow Truck, 2019 (Renewal)	\$ 76.8	Bond Counsel
9/12/2019	Hemstreet Park Fire District #4 (NY)	Fire District Serial Bonds – 2019	\$ 278.0	Bond Counsel
8/21/2019	Lake Placid Central School District (NY)	Bond Anticipation Notes, 2019 Series B	\$ 6,770.0	Bond Counsel
8/15/2019	Town of Wells (NY)	Bond Anticipation Note for Purchase of Ambulance, 2019 (Renewal)	\$ 36.8	Bond Counsel
7/31/2019	Lake Placid Central School District (NY)	Bond Anticipation Notes, 2019 (Renewals)	\$ 750.0	Bond Counsel
6/26/2019	Village of Stamford (NY)	Bond Anticipation Notes, 2019	\$ 2,574.0	Bond Counsel
6/20/2019	City of Saratoga Springs (NY)	Public Improvement (Serial) Bonds, 2019	\$ 9,809.8	Bond Counsel
6/18/2019	Duanesburg Central School District (NY)	School District (Serial) Bonds, 2019	\$ 243.5	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
6/14/2019	Village of Whitehall (NY)	Sewer System (USDA) Bonds, 2019	\$ 709.5	Bond Counsel
6/5/2019	Town of Stillwater (NY)	Bond Anticipation Notes, 2019 (Renewals)	\$ 5,395.0	Bond Counsel
4/29/2019	Town of Wells (NY)	Tax-Exempt Lease/Purchase Agreement	\$ 83.8	Bond Counsel
4/1/2019	Village of Walton (NY)	Statutory Installment Bond (Wastewater Treatment Plant Serial Bond – 2019)	\$ 100.0	Bond Counsel
3/28/2019	Town of Delhi (NY)	Bond Anticipation Note for Purchase of Tandem Snowplow – 2019	\$ 160.0	Bond Counsel
3/15/2019	Town of Plainfield (NY)	Statutory Installment Bond (Highway Equipment Serial Bond – 2019)	\$ 200.0	Bond Counsel
3/4/2019	Town of North Elba (NY)	Statutory Installment Bond (Equipment Purchase Serial Bond – 2019)	\$ 230.0	Bond Counsel
2/28/2019	Village of Lake Placid (NY)	Public Improvement (Serial) Bonds, 2019	\$ 2,400.0	Bond Counsel
2/8/2019	Town of Shandaken (NY)	Revenue Anticipation Note – 2019	\$ 1,000.0	Bond Counsel
1/29/2019	Village of Hancock (NY)	Bond Anticipation Note for Water System Improvements - 2019	\$ 250.0	Bond Counsel

## PART 2

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.

TOTAL BID IN FIGURES: \$ See attached

TOTAL BID WRITTEN: \_\_\_\_\_

COMPANY NAME: Walsh Schwartz LLP

ADDRESS: 42 Long Alley

Saratoga Springs  
(City)

NY  
(State)

12866  
(Zip)

Phone No. (518) 583 . 0171

E-MAIL ADDRESS: jbleikamp@spalaw2.com

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: Joan B. Bleikamp

TITLE: Partner

DATE: 1/22/24

Our fee proposal is as follows:

Public sale of serial bonds	\$4,500
Private sale of serial bonds	\$3,500
Statutory installment bond issue	\$2,700
Bond anticipation note issue	\$1,800
Bond resolution	\$150-\$450, depending upon complexity
Tax anticipation note, revenue anticipation note, capital note, budget note or deficiency note issue (including resolutions)	\$1,500
Application for sewer debt exclusion	\$450
Installment purchase contract (including resolutions)	\$2,700-\$4,500, depending upon complexity
Advance refunding of serial bonds (including resolutions)	\$7,500 per issue refunded

There generally is no charge for written or oral responses to capital committee questions or other financing questions from the Director of Finance, the Deputy Commissioner of Finance or members of the City Council. There is no charge for our attorneys' attendance at finance meetings held by the City.

In addition to the above fees, Walsh Schwartz LLP will expect to be reimbursed for all client charges made or incurred on behalf of the City, such as photocopying, postage, deliveries, filing fees and other expenses.

The above fees will remain in effect for both a three-year period and a five-year period.

## PART 3

**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: Joan B. Bleikamp

Title: Partner Date: 1/22/24

Company Name: Walsh Schwartz LLP

Company Address: 42 Long Alley, Saratoga Springs, New York 12866-2116

Subscribed to under penalty of perjury under the laws of the State of New York, this 22nd day of January, 2024 as the act and deed of said corporation of partnership.



## PART 4



## City of Saratoga Springs, NY: *Risk and Safety Agreement for Vendor Services*

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_ Prevailing Wage Project No.: \_\_\_\_\_  
City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext. \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Telephone No.: \_\_\_\_\_ Company Fax No.: \_\_\_\_\_  
Vendor Primary Contact for This Project: \_\_\_\_\_ Title: \_\_\_\_\_

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor represents that it has all necessary governmental licenses to perform the services described herein.

The Vendor shall procure and maintain during the term of this contract, 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 (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor. 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 (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 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 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 Vendor.

The City 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;
- **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 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 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 Sub-contractor for any portion of the services outlined within the scope of its activities, the SubVendor 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 Sub-contractor 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 Vendor, 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 Vendor or its employees or anyone for whom the Vendor is legally liable or Sub-contractor. 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.

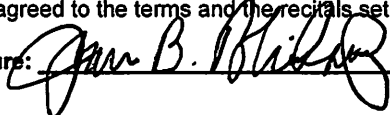
The Vendor agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Vendor 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 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.

The City specifically reserves the right to suspend or terminate all work under this contract whenever Vendor and/or Vendor's employees or sub-contractor are proceeding in a manner that threatens the life, health or safety of any of Vendor's employees, sub-contractor'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 Vendor. If the City exercises its rights pursuant to this part, the Vendor 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 Vendor's service to the public or the City's 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 shall have the right to immediately terminate its contract.

Vendor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor Signature: \_\_\_\_\_



Date: 1/22/24

## PART 5

Client#: 17558

WALSHWAL

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2024

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).

<b>PRODUCER</b> <b>Amsure</b> <b>31 Church Street - 4th Floor</b> <b>PO Box 336</b> <b>Saratoga Springs, NY 12866</b>		<b>CONTACT NAME:</b> Kimberly Brown <b>PHONE (A/C, No, Ext):</b> 518 584-5300 <b>FAX (A/C, No):</b> 518 584-7306 <b>E-MAIL ADDRESS:</b> KBrown@amsureins.com	
<b>INSURED</b> <b>Walsh Schwartz LLP</b> <b>42 Long Alley</b> <b>Saratoga Springs, NY 12866</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Utica Specialty Risk Ins Co <b>INSURER B:</b> Utica National Insurance Co of Ohio <b>INSURER C:</b> Utica National Insurance Company of TX <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> <b>43451</b> <b>13998</b> <b>43478</b>    

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		5304089	01/01/2024	01/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 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	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		5304091	01/01/2024	01/01/2025	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 \$10,000		5304097	01/01/2024	01/01/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	5304093	01/01/2024	01/01/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Saratoga Springs is included as an additional insured for General Liability on a Primary Non Contributory basis when required by written contract that has been signed and executed prior to a loss.  
 The City of Saratoga Springs is included as an additional insured for Auto Liability and Umbrella/Excess when required by written contract that has been signed and executed prior to a loss.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Saratoga Springs</b> <b>Risk &amp; Safety Dept.</b> <b>474 Broadway Suite 21</b> <b>Saratoga Springs, NY 12866</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
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**Bond Counsel RFP 2024-01 Bid Results**

	<b>Total Bid</b>	<b>Purchasing</b>	<b>Risk and Safety</b>
<b>Hardwick Law Firm, LLC</b> Herbert Hardwick 14 Wall St., 20th Floor New York, NY 10005 <a href="mailto:hhardwick@hardwicklaw.com">hhardwick@hardwicklaw.com</a>	\$16,500.00-\$750,000.00	Meets requirements.	Meets requirements.
<b>Barclay Damon LLP</b> Sharon Brown 80 State St. Albany, NY 12207 <a href="mailto:slbrown@barclaydamon.com">slbrown@barclaydamon.com</a>	No total provided.	Meets requirements.	Meets requirements.
<b>Harris Beach PLLC</b> Barry Kozak 99 Garnsey Rd. Pittsford, NY 14534 <a href="mailto:bkozak@harrisbeach.com">bkozak@harrisbeach.com</a>	No total provided.	Meets requirements.	Meets requirements.
<b>Hawkins Delafield &amp; Wood LLP</b> Robert Smith 7 World Trade Center, 250 Greenwich St. New York, NY 10007 <a href="mailto:Rsmith@Hawkins.com">Rsmith@Hawkins.com</a>	No total provided.	Meets requirements.	No COI provided.
<b>Walsh Schwartz LLP</b> Joan Bleikamp 42 Long Alley Saratoga Springs, NY 12866 <a href="mailto:jbleikamp@spalaw2.com">jbleikamp@spalaw2.com</a>	No total provided.	Meets requirements.	Meets requirements.

Client#: 17558

WALSHWAL

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2024

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<b>PRODUCER</b> <b>Amsure</b> <b>31 Church Street - 4th Floor</b> <b>PO Box 336</b> <b>Saratoga Springs, NY 12866</b>		<b>CONTACT NAME:</b> Kimberly Brown <b>PHONE (A/C, No, Ext):</b> 518 584-5300 <b>FAX (A/C, No):</b> 518 584-7306 <b>E-MAIL ADDRESS:</b> KBrown@amsureins.com	
<b>INSURED</b> <b>Walsh Schwartz LLP</b> <b>42 Long Alley</b> <b>Saratoga Springs, NY 12866</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Utica Specialty Risk Ins Co <b>NAIC #</b> 43451	
		<b>INSURER B:</b> Utica National Insurance Co of Ohio <b>13998</b>	
		<b>INSURER C:</b> Utica National Insurance Company of TX <b>43478</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
<b>INSURER F:</b>			

## 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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		5304089	01/01/2024	01/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 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	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		5304091	01/01/2024	01/01/2025	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 \$10,000		5304097	01/01/2024	01/01/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	5304093	01/01/2024	01/01/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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 The City of Saratoga Springs is included as an additional insured for Auto Liability and Umbrella/Excess when required by written contract that has been signed and executed prior to a loss.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Saratoga Springs</b> <b>Risk &amp; Safety Dept.</b> <b>474 Broadway Suite 21</b> <b>Saratoga Springs, NY 12866</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**ORDER FORM  
RELATING TO A MASTER AGREEMENT WITH  
REGION 14 EDUCATION SERVICE CENTER**

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide the customer executing below ("**Customer**") with the Services subject to the terms established in this Order Form and under a Master Agreement dated as of August 16, 2021 and referenced as Contract Number 14-03 (the "**Master Agreement**") between DebtBook and Region 14 Education Service Center ("**Region 14 ESC**"), on its own behalf and on behalf of other government agencies, and made available through OMNIA Partners, Inc. ("**OMNIA**"), as successor in interest to the National Cooperative Purchasing Alliance, as administrative agent under an Administration Agreement dated as of August 16, 2021 (the "**Administration Agreement**," and together with the Master Agreement, the "**OMNIA Agreements**") between OMNIA and DebtBook.

DebtBook will provide the Services pursuant to the terms of the OMNIA Agreements and this Order Form, including DebtBook's pricing document attached as **Exhibit A** and incorporated herein by this reference (the "**DebtBook Quote**").

The Services are subject to the OMNIA Agreements, DebtBook's General Terms & Conditions, which have been provided to Customer (the "**Terms & Conditions**"), the Incorporated Documents referenced in the Terms & Conditions, and any additional terms set forth in **Exhibit B** to this Order Form (the "**Customer Terms**"), which, together with this Order Form and any other Order Form in effect from time to time, constitute the complete "**Agreement**" between the parties. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form.

Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

**Effective Date; Initial Term.** The "**Effective Date**" of this Order Form will be the date indicated beneath the Customer's signature below unless a specific Effective Date is set forth in the Customer Terms. This Order Form will remain in effect for the Initial Term indicated in the DebtBook Quote.

**Services.** The DebtBook Quote sets forth the Services to be provided to Customer under this Order Form, including the specific Products to be provided to Customer through its access to the Application Services.

**Services to be Removed; Credit.** Customer previously entered into an Order Form dated July 3, 2023 (the "2023 Order Form"), for **2023 Tier 1 – Lease Guided Implementation** and **2023 Tier 1 – Lease**. The Services under the 2023 Order Form will be removed and replaced with the Services under the DebtBook Quote attached hereto. Customer will receive a pro-rated credit from the Effective Date of this Order Form through July 2, 2024, for the Fees paid by Customer for the unused portion of Services under the 2023 Order Form. The credit will be applied to the first invoice issued under this Order Form. The 2023 Order Form will be terminated upon the Effective Date of this Order Form.

**Fees.** DebtBook will charge Customer a recurring Subscription Fee as set forth in the DebtBook Quote for Customer's access to the Onboarding Services, the Application Services, and the Support Services. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote and otherwise in accordance with the OMNIA Agreements for the Premium Implementation Services.

**Billing.** Unless otherwise provided in the Customer Terms, (1) all Fees will be due and payable annually and subject to the payment terms set forth in the Terms & Conditions, and (2) each invoice will be emailed to Customer's billing contact indicated in the DebtBook Quote.

**Notices.** Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the DebtBook Quote and, if to DebtBook, the address below DebtBook's signature below.

[Signatures Begin on Following Page]



**Authority; Execution.** Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the terms of the Agreement, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer’s current fiscal year. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

Saratoga Springs, NY

By: Chris Hendrix  
Name: Chris Hendrix  
Title: VP of Sales

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Notice Address**

PO Box 667950  
Charlotte, NC 28266  
Attention: Chief Operating Officer  
legal@debtbook.com

**Date:** \_\_\_\_\_

**Purchase Order Required:** Yes \_\_\_\_ No \_\_\_\_

**Exhibit A**

**DebtBook Quote**

[See attached.]



# Saratoga Springs, NY

**City of Saratoga Springs, NY**

474 Broadway  
Saratoga Springs, NY 12866

**Christine Gillmett-Brown**

Director of Finance  
christine.brown@saratoga-springs.org  
518-587-3550 Ext. 2564

Quote created: January 24, 2024  
Quote expires: February 23, 2024  
Quote created by: Chris Flannery  
Account Executive  
chris.flannery@debtbook.com

**Additional Comments:**

The Initial Term of this Order Form is three years. The Application Services purchased under this Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and the Implementation Services option indicated below. All invoices will be emailed to the Customer's billing contact at the following address:  
christine.brown@saratoga-springs.org.

**Products & Services**

Item & Description	SKU	Quantity	Unit Price	Total
2023 Tier 2 - Debt DebtBook's debt management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	23DST2-2	1	\$15,000.00 / year	\$15,000.00 / year for 1 year
2023 Tier 2 - Debt Premium Implementation The additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.	23DPI2-2	1	\$2,500.00	\$0.00 after \$2,500.00 discount

Item & Description	SKU	Quantity	Unit Price	Total
2023 Tier 1 - Lease & Subscription DebtBook's lease management and SBITA management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	23LSST1- 2	1	\$8,000.00 / year	\$8,000.00 / year for 1 year
			Total	\$23,000.00

Questions? Contact me



Chris Flannery  
Account Executive  
chris.flannery@debtbook.com

**Exhibit B**

**Customer Terms**

The additional terms set forth below constitute “**Customer Terms**” for all purposes of the Agreement, apply to the Products and Services purchased under this Order Form, and modify any conflicting provision in the Agreement.

The following documents, attached hereto, are incorporated into this Agreement:

- Appendix A
- Vendor Agreement: Product

## DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

“**Application Services**” means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**DebtBook Quote**” means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Guided Implementation Services**” means DebtBook’s standard Implementation Services option, including basic implementation support, guidance, and training.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“**Government Entity**” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

**“Implementation Services”** means DebtBook’s Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

**“Incorporated Documents”** means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

**“Initial Term”** means the Initial Term established in the Order Form.

**“Onboarding Services”** means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

**“Order Form”** means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

**“Premium Implementation Services”** means DebtBook’s premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

**“Pricing Tier”** means, if applicable, Customer’s pricing tier for each Product as of the date of determination.

**“Privacy Policy”** means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

**“Products”** means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

**“Renewal Term”** means any renewal term established in accordance with the terms of the Agreement.

**“Services”** means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, “Services” includes the underlying Products made available to Customer through access to the Application Services.

**“SLA”** means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

**“Support Services”** means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

**“Term”** means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

**“Usage Policy”** means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

## 2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement; (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "Service Suspension"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

### 3. Services and Support.

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

### 4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "Fees"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is



responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee

regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

## 8. Indemnification.

### (a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, the OMNIA Agreements, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, (4) the OMNIA Agreements, and (4) the

Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.



## City of Saratoga Springs, NY Vendor Agreement: Product

City Department: Finance Department Contact Person: Christine Gillmet-Brown City Ext. 2564  
 Company Name: Fifth Asset Inc., d/b/a DebtBook  
 Company Address: 1920 Abbot St, Suite 303, Charlotte, NC 28203  
 Company Telephone No.: (817) 307-1181 Company Fax No.: \_\_\_\_\_  
 Vendor Primary Contact: Chris Flannery Title: Account Executive  
 Primary Contact Email: chris.flannery@debtbook.com  
 Product to be Provided: Accounting Software

1. **Scope of Agreement:** The Vendor shall provide to the City the products requested at the time of this Agreement, as well as future products, which may be requested during the term of, and which shall be subject to this Agreement. The Vendor assumes full responsibility for the provision of the products made available in this Agreement. The Vendor shall be so liable even when the Vendor subcontracts the provision of a portion of the products. 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 execution of this Agreement by the Vendor and shall continue in force until such time as the Agreement may be terminated in accordance with the terms set forth herein. Any modification of the work performed by the Vendor shall be made in writing and shall not be undertaken until the City agrees to the modification. City Departments are responsible for reviewing the contractual relationship governed by this Agreement on an ANNUAL basis with their Department Head, Purchasing, Finance and Risk and Safety.
3. **Terms of Payment:** Vendor will invoice the City 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 in accordance with the City Charter per the Purchasing Guidelines established by the City. 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. 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 to:

**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:** **DebtBook, PO Box 667950, Charlotte, NC 28266**

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. **Product Liability Indemnification:** Vendor expressly and unequivocally agrees to and hereby does indemnify, release, defend and hold the City and its officers, directors, employees, shareholders, agents, successors and assigns harmless from and against all claims, damages, losses, costs and expenses, including attorney's fees, arising in favor of any person, firm, or corporation on account of product liability in any way relating to the Product, provided that City (i) promptly notifies Vendor, in writing, of any notice or claim hereunder of which it becomes aware, and (ii) permits Vendor to control, in a manner not adverse to the City, the defense, settlement, adjustment or compromise of any such claim using counsel reasonably acceptable to the City. City may employ counsel, at its own expenses (provided that if such counsel is necessary because of a conflict of interest of either Vendor its counsel or because Vendor does not assume control, Vendor will bear such expenses), to assist it with respect to any such claim. Vendor shall not enter into any settlement that affects the City's rights or interest without City's prior written approval. Unless Vendor fails to perform its obligations pursuant to this section, City shall have no authority to settle any claim on behalf of Vendor.
7. **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.
8. **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/suppliers that the City conducts business with. The City requires that all Vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendors/suppliers 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/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendors/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

9. **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.
10. **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.
11. **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.
12. **Termination:** The Vendor and the City may mutually agree, in writing, to terminate this Agreement at any time. 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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **Modification:** This Agreement may be modified only by a writing signed by both parties.
18. **Execution:** This Agreement shall constitute the Agreement of the parties.
19. **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.

Vendor Signature: Chris Hendrix Date: 1/30/2024  
 Print Name: Chris Hendrix Title: VP of Sales

NCPA Piggyback – Region 14 ESC – TX Contract Number: 14-03

**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: \_\_\_\_\_

*Chris Hendrix*

Date: 1/30/2024

Print Name: Christopher Hendrix

Title: VP of Sales





## City of Saratoga Springs, NY Contract

**City Department:** Finance – IT **Department Contact Person:** Michael Wangerin **City Ext.** 2310  
**Company Name:** SHI Technology 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:** Inside Account Executive  
**Primary Contact Email:** niall\_eladawy@shi.com  
**Service to be Provided:** Cisco Duo Security (Multifactor Authentication)

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for **Cisco Duo MFA (Quote #24117712)** the Vendor submitted proposals dated **10/31/2023** (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor shall resell to the City the products and services set forth therein. The Vendor assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor shall be so liable even when the Vendor 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 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 **January 31, 2025**. Any modification of the work 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 products and services contracted for in this Agreement. The Vendor shall be so liable even when the Vendor 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 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 assume all risks in 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 of the invoice or as practicable. The City shall pay the Vendor 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 **Seven Thousand Seven Hundred and Seventy-One Dollars and 50/100 Cents (\$7,771.50)** a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty-five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of **Finance** 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 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, 300 Davidson Drive, Somerset, NJ 08873
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 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 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 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 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's 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. 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 (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 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:

- 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 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 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 for Commercial General, Automobile and Umbrella Liability Insurance 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 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 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 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.

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 Vendor. Vendor agrees 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: 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 is 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 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:** 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. **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.
21. **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 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.

22. **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.
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 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.

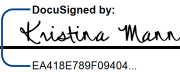
28. **Warranty Disclaimer:** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, VENDOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY 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](http://www.shi.com/returnpolicy).
30. **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 and/or Service Provider Signature:**  **Date:** 1/29/2024  
DocuSigned by: Kristina Mann  
EA418E789F09404...  
**Print Name:** Kristina Mann **Title:** Sr. Manager - Contracts  
**City of Saratoga Springs' Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** John Safford **Title:** Mayor **City Council Approval Date:** February 06, 2024



















































































































Pricing Proposal  
Quotation #: 24117712  
Reference #: 10/20/2023  
Created On: 10/31/2023  
Valid Until: 2/13/2024

## 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 Standard Cisco Duo MFA edition Cisco Systems - Part#: DUO-MFA Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/11/2024 – 1/31/2025 <b>Note:</b> Participant ID# 106289	275	\$28.26	\$7,771.50
Total			\$7,771.50

## Additional Comments

The following is related to the Cisco items on this quote:

- Please see the following links to [Cisco's Security and Trust Center](#) , [Trust Portal](#) , [Online Privacy Statement](#) , as well as [Customer Master Data Protection Agreement](#) which all are incorporated by reference into the EULA

This quote contains a Cisco Security Product. Please see Cisco's EULA (Web Address Below). Terms and Conditions are subject to change at Cisco's discretion. By Submitting a PO against this quote, you hereby agree that your use of the software/products will be subject to the EULA term set forth at

This quote contains a Cisco Security Product. Please see Cisco's [EULA Terms and Conditions](#). Terms and Conditions are subject to change at Cisco's discretion. Submitting a PO constitutes an agreement to the EULA.  
Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

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.



*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**<sup>TM</sup>**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).

<b>PRODUCER</b> <b>Marsh &amp; McLennan Agency LLC</b> <b>Park 80 West, Plaza Two</b> <b>250 Pehle Avenue, Suite 400</b> <b>Saddle Brook, NJ 07663</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS: jennifer.juarez@marshmma.com</b>														
<b>INSURED</b> <b>SHI International Corp.</b> <b>290 Davidson Avenue</b> <b>Somerset, NJ 08873</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A : National Fire Insurance Co of Hartford</b></td> <td><b>20478</b></td> </tr> <tr> <td><b>INSURER B : Continental Insurance Company</b></td> <td><b>35289</b></td> </tr> <tr> <td><b>INSURER C : American Casualty Company of Reading PA</b></td> <td><b>20427</b></td> </tr> <tr> <td><b>INSURER D : National Fire Insurance Co of Hartford</b></td> <td><b>20478</b></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : National Fire Insurance Co of Hartford</b>	<b>20478</b>	<b>INSURER B : Continental Insurance Company</b>	<b>35289</b>	<b>INSURER C : American Casualty Company of Reading PA</b>	<b>20427</b>	<b>INSURER D : National Fire Insurance Co of Hartford</b>	<b>20478</b>	<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER F :</b>															

**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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			<b>6050250197</b>	<b>09/30/2023</b>	<b>09/30/2024</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$1,000,000</b> MED EXP (Any one person) <b>\$15,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>D</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			<b>6050291509</b>	<b>09/30/2023</b>	<b>09/30/2024</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION <b>\$10000</b>			<b>6081819517</b>	<b>09/30/2023</b>	<b>09/30/2024</b>	EACH OCCURRENCE <b>\$15,000,000</b> AGGREGATE <b>\$15,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	<b>650251110</b>	<b>09/30/2023</b>	<b>09/30/2024</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT <b>\$1,000,000</b> E.I. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.I. DISEASE - POLICY LIMIT <b>\$1,000,000</b>

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*



## City of Saratoga Springs, NY Contract

NYS CONTRACT #PB016AA

City Department: Finance Department Contact Person: \_\_\_\_\_ City Ext. \_\_\_\_\_

Company Name: Garnet River LLC

Company Address: 60 Railroad Place, Suite 501, Saratoga Springs, NY 12866

Company Telephone No.: (518) 275-4800

Company Fax No.: \_\_\_\_\_

Vendor and/or Service Provider Primary Contact: Scott L. Card

Title: CFO/COO

Primary Contact Email: scard@garnetriver.com

Service to be Provided: Computer Resources and IT Infrastructure Assessment

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for *Project Based Information Technology Consulting Services (NYS#PB016AA)* the Vendor and/or Service Provider submitted proposals dated **January 24, 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 **December 21, 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/RFPQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed **Twenty Thousand and 00/100 Dollars (\$20,000.00)**, 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 Scott L. Card. 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 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 and/or Service Provider: Garnet River (ATTN: Scott L. Card) 60 Railroad Pl, Suite 501, Saratoga Springs NY 12866
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 be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- A. For projects whose total value is between Zero and \$100,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of professional services:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate;
  - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. For projects involving any form of **pollution risk or exposure, environmental hazard, asbestos or special circumstances:**
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Pollution Liability Insurance including Coverage for Asbestos Abatement:** One Million Dollars Each Occurrence;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
  - **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.
- F. For **software and technology projects:**
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - **Cyber Liability Insurance:** Five Million Dollars per occurrence aggregate;
  - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
  - **Technology Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
  - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs,

in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.

14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- **Legal:** Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Right to organize:** Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider

at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

**City Certification:** In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

**Vendor and/or Service Provider Certification:** In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

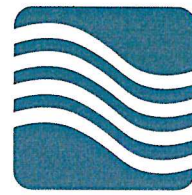
Vendor and/or Service Provider Signature: \_\_\_\_\_ Date: January 30, 2024

Print Name: Scott L. Card Title: COO/CFO

City of Saratoga Springs' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: John Safford Title: Mayor City Council Approval Date: February 06, 2024





# Garnet River

## Computer Resources and IT Infrastructure Assessment: Proposal and Scope of Work

For The City of Saratoga Springs, New York

PROPOSAL DATE: January 24, 2024

### **The Client's Request**

The Client, the City of Saratoga Springs, New York (the "City"), has expressed concern that its computer resources and IT infrastructure may be outdated and unable to meet the City's current and future requirements. The City has requested Garnet River to perform a comprehensive review and assessment of its computer resources and infrastructure and to make recommendations for improvement.

### **Garnet River's Proposal**

Garnet River proposes to perform a comprehensive review and assessment of the City's computer resources and IT infrastructure. This review will use visual, verbal, and electronic methods to perform the assessment. It will include a series of interviews, onsite visits, and remote access sessions.

At the conclusion of the assessment, Garnet River will deliver one or more written reports to the City, setting forth its findings and recommendations for improvement. The report will follow the framework of the scope of work items one through nine set forth below.

#### **1. Physical Infrastructure**

- 1.1. Visual review of electrical and network cabling in main datacenter
- 1.2. Evaluation of UPS systems in service
- 1.3. Visual review of rack space available
- 1.4. Visual review of HVAC/fire suppression systems in place
- 1.5. Deliverable: Written evaluation with recommendations

#### **2. Network Infrastructure**

- 2.1. Review of network topology, subnetting, and networking protocols in use



- 2.2. Review of network devices in use, specifically Switching and Routing
- 2.3. Review of Firewall topology, hardware, and configuration of firewalls
- 2.4. Review of internet connectivity to main and satellite offices
- 2.5. Deliverable: Written evaluation with recommendations
- 3. Computer Infrastructure**
  - 3.1. Review of Physical Servers in use
  - 3.2. Review of Storage systems in use
  - 3.3. Review of Virtualization in use
  - 3.4. Review of Backup systems including offsite, Disaster Recovery, and Business Continuity components.
  - 3.5. Deliverable: Written evaluation with recommendations for reuse, replacement, or retirement.
- 4. Operating Systems**
  - 4.1. Review of servers. Enumerate server roles, operating systems.
  - 4.2. Deliverable: Written evaluation with recommendations
  - 4.3. Deliverable: Servers inventory spreadsheet.
- 5. External Services**
  - 5.1. Mail
    - 5.1.1. Mail environment review
  - 5.2. DNS
    - 5.2.1. Examine DNS/SPF/DKIM/DMARC
  - 5.3. External/Cloud Servers
    - 5.3.1. Firewall considerations for external services
    - 5.3.2. Review external server use cases
  - 5.4. Vulnerability scan of external subnets and services.
  - 5.5. Remote access
    - 5.5.1. Review VPN mechanisms in use
    - 5.5.2. Review trusted external networks
  - 5.6. Deliverable: Written evaluation with recommendations
- 6. Security Infrastructure and Controls**
  - 6.1. Antivirus / EDR / XDR
    - 6.1.1. Interview Admins.
    - 6.1.2. Visually examine policy and system
  - 6.2. Mail Security
    - 6.2.1. Interview admins
    - 6.2.2. Visually examine policies and procedures
  - 6.3. Policy
    - 6.3.1. Review Known Compliance requirements (HIPAA, PCI, etc.)
    - 6.3.2. Review appropriate use policy in place for users
    - 6.3.3. Discuss security training for users in use
    - 6.3.4. Review incident response policy in use
  - 6.4. Deliverable: Written evaluation with recommendations
- 7. Workstations**
  - 7.1. Limited review of operating systems and computer vintage in use.
  - 7.2. Review of endpoint security services/products in use
  - 7.3. Deliverable: Written evaluation with recommendations

## **8. Business Applications Review**

- 8.1. Review in use business applications.
  - 8.1.1. Identify software, vintage, business case.

## **9. IT Staff Review**

- 9.1. Review readiness with IT staff.
  - 9.1.1. Conduct one-on-one sessions with IT staff to determine their perception of the City's IT and the supportability of the same. Identify gaps, pain points, etc.

## **10. Review and Finalization**

- 10.1. Initial Report Review
  - 10.1.1. One or more meetings will be held to review Garnet River's Initial Report's findings and recommendations.
  - 10.1.2. Items deemed to be non-feasible by the City will be noted as such.
  - 10.1.3. Changes to recommendations will be discussed and agreed upon with the City
  - 10.1.4. Priorities for recommendations will be set and agreed upon with the City.
- 10.2. Final Report and Related Deliverables
  - 10.2.1. Garnet River will deliver the Final Report to the City.
  - 10.2.2. Garnet River will deliver a spreadsheet containing servers and networking device details, including operating system levels and product expiration/end of life information.

## **11. Requirements / Dependencies / Caveats**

- 11.1. The City will provide Garnet River with administrative credentials to access systems and facilities needed to complete the project.
- 11.2. The City will provide VPN access as needed. Garnet River will provide a remote access agent as needed to facilitate on-premises work as needed.
- 11.3. The City will designate a person or a small group of stakeholders prior to the project kick-off, who will serve as Garnet River's main point of contact during the project, for the sake of coordination and facilitation.
- 11.4. It is recommended that the process in item 9.1.1 be conducted in a single day consisting of 1-hour sessions with each identified staff member.

## **Garnet River Team**

- **Lisa Bobo**
  - Senior Consultant
  - Email: [lbobo@garnetriver.com](mailto:lbobo@garnetriver.com)
- **Michael Donnelly**
  - Sr. Technical Architect
  - Email: [mdonnelly@garnetriver.com](mailto:mdonnelly@garnetriver.com)
  - Phone: (518) 339-3229
- **Ken Hausam**

- Business Applications Specialist
- Email: [khausam@garnetriver.com](mailto:khausam@garnetriver.com)
- Phone: (518) 698-0635

**Respectfully submitted,**

By: 

Name: Steven L. Richards

Title: CEO

Date: January 25, 2024

## Proposed Fee and Payment Terms

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Fee

\$20,000

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Payment Terms

Garnet River will send one invoice once the work is completed, to be paid by The Client within (30) days of receipt of said invoice.

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## GARNET RIVER, LLC

By: 

Michael Donnelly

Practice Lead, IT Infrastructure and Operations

Date: 01/25/2024

## ACCEPTANCE OF SCOPE OF WORK AND FEES AND PAYMENT TERMS:

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2024

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).

<b>PRODUCER</b> The Murray Group Insurance 1807 Western Ave Albany NY 12203	<b>CONTACT</b> NAME: Lauren Patneaude PHONE (A/C, No, Ext): 518-456-6688 E-MAIL ADDRESS: lauren@murraygrp.com	<b>FAX</b> (A/C, No): 518-456-1605
License#: BR629734 GARNRIV-01		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: Travelers Casualty Insurance		19046
INSURER B: The Travelers Indemnity Company		25658
INSURER C: The Travelers Insurance Cos		36137
INSURER D: The Travelers Indemnity Company of Connecticut		25682
INSURER E:		
INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 1474379030

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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	Y	680-2D315128-23-42	7/15/2023	7/15/2024	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	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-2N481396-23-42	7/15/2023	7/15/2024	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		Y	CUP-2D108834-23-42	7/15/2023	7/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-3J171792-23-42	7/15/2023	7/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Fidelity			106539980	7/1/2023	7/1/2024	Dishonesty 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Computer Consulting

Subject to all policy terms, limitations, conditions and definitions

City of Saratoga Springs is named as additional insured on a primary and non-contributory basis when required by written agreement. Waiver of subrogation applies. Umbrella is follow form for underlying coverages.

**CERTIFICATE HOLDER****CANCELLATION**

City of Saratoga Springs  
Office of Risk & 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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2024

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).

<b>PRODUCER</b> The Murray Group Insurance 1807 Western Ave Albany NY 12203	<b>CONTACT NAME:</b> Lauren Patneaude <b>PHONE (A/C. No. Ext):</b> 518-456-6688 <b>E-MAIL ADDRESS:</b> lauren@murraygrp.com <b>FAX (A/C. No):</b> 518-456-1605
<b>INSURED</b> Garnet River LLC 60 Railroad PI Suite 501 Saratoga Springs NY 12866	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> R-T Specialty, LLC/LoVullo <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
License#: BR629734 GARNRIV-01	<b>NAIC #</b> 524210

**COVERAGES****CERTIFICATE NUMBER:** 505830366**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPLI GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPL2553855H	7/15/2023	7/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)Computer Consulting  
Subject to all policy terms, limitations, conditions and definitions**CERTIFICATE HOLDER****CANCELLATION**City of Saratoga Springs  
Office of Risk & 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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2024

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).

<b>PRODUCER</b> The Murray Group Insurance 1807 Western Ave Albany NY 12203	<b>CONTACT</b> NAME: Lauren Patneaude PHONE (A/C, No, Ext): 518-456-6688 E-MAIL ADDRESS: lauren@murraygrp.com	<b>FAX</b> (A/C, No): 518-456-1605
License#: BR629734 GARNRIV-01		<b>INSURER(S) AFFORDING COVERAGE</b>
INSURER A : R-T Specialty, LLC/LoVullo		<b>NAIC #</b> 524210
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER: 433982284

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
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional E&O Liability Cyber Liability			PT3000063E	7/15/2023	7/15/2024	Each Claim Aggregate 3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Computer Consulting  
Subject to all policy terms, limitations, conditions and definitions

**CERTIFICATE HOLDER****CANCELLATION**

City of Saratoga Springs  
Office of Risk & 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

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# CERTIFICATE OF INSURANCE COVERAGE

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

<p>1a. Legal Name &amp; Address of Insured (use street address only)  <b>GARNET RIVER LLC</b>  <b>60 RAILROAD PL</b>  <b>SARATOGA SPRINGS, NY 12866</b></p> <p><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></p>	<p>1b. Business Telephone Number of Insured  <b>518-275-4800</b></p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number  <b>14-1824592</b></p>
<p>2. Name and Address of Entity Requesting Proof of Coverage  <small>(Entity Being Listed as the Certificate Holder)</small>  <b>City of Saratoga Springs</b>  <b>Office of Risk &amp; Safety</b>  <b>474 Broadway</b>  <b>Saratoga Springs, NY 12866</b></p>	<p>3a. Name of Insurance Carrier  <b>Standard Security Life Insurance Company of New York</b></p> <p>3b. Policy Number of Entity Listed in Box 1a  <b>R11534-000</b></p> <p>3c. Policy Effective Period  <b>1/1/2015</b> to <b>1/28/2025</b></p>

4. Policy provides the following benefits:

☒ A. Both disability and Paid Family Leave benefits.

☐ B. Disability benefits only.

☐ C. Paid Family Leave benefits only.

5. Policy covers:

☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

☐ B. Only the following class or classes of employer's employees:

\_\_\_\_\_

\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 1/30/2024 By   
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title **SUPERVISOR-DBL/POLICY SERVICES**

**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 emailed to [PAU@wcb.ny.gov](mailto:PAU@wcb.ny.gov) or it can 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 4B, 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 (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**





## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) 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 NYS 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### NYS 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.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<b>1a. Legal Name &amp; Address of Insured (Use street address only)</b>  Garnet River LLC 60 Railroad Place, Ste 501 Saratoga Springs NY 12866  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	<b>1b. Business Telephone Number of Insured</b> 518-275-4800  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 14-1824592
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  City of Saratoga Springs Office of Risk & Safety 474 Broadway Saratoga Springs, NY 12866	<b>3a. Name of Insurance Carrier</b> The Travelers Indemnity Company of America  <b>3b. Policy Number of entity listed in box "1a"</b> UB-3J171792-23-42  <b>3c. Policy effective period</b>  <u>07/15/2023</u> to <u>07/15/2024</u>  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.

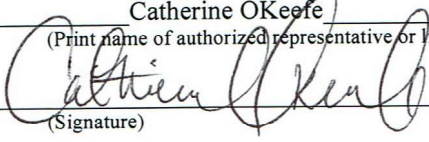
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.***

**Please Note:** Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: \_\_\_\_\_ Catherine OKeefe  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: \_\_\_\_\_  \_\_\_\_\_  
(Signature) (Date) 1/30/2024

Title: \_\_\_\_\_ Authorized Representative \_\_\_\_\_

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-456-6688

**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.



## 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: Scott L. Card

Date: January 30, 2024

Title: COO/CFO



**City of Saratoga Springs**  
**OFFICE OF COMMISSIONER OF FINANCE**

**MINITA SANGHVI**  
**COMMISSIONER OF FINANCE**

474 Broadway - Suite 15  
Saratoga Springs, New York 12866-2296  
518-587-3550

HEATHER CROCKER  
Deputy Commissioner

CHRISTINE A. GILLMETT-BROWN  
Director of Finance

DONNA WOODS  
Budget Director

LAURA TOWNSEND  
Receiver of Taxes

KAMERON D. KLIPPEL  
Payroll Administrator

YVETTE JOHNSON  
Finance Department Assistant

SAMANTHA CLEMMEY  
Executive Assistant to the Commissioner

**2024 Annual Tax Resolution**

February 6, 2024

RESOLVED, that the City of Saratoga Springs, New York on this 6th day of February, 2024 at 7:00 PM adopt and confirm the 2024 Tax Roll carrying a levy on the inside district of \$12,412,365.72 for the City and \$7,157,690.59 for the County; total Inside District levy \$19,570,056.31. Levy on the Outside District of \$10,352,566.62 for the City and \$6,029,089.30 for the County; total Outside District levy of \$16,381,655.92 making a total tax levy of \$35,951,712.23 and that the Commissioner of Finance be authorized to collect such a levy computed at the following rates per one thousand dollars of assessed valuation.

INSIDE DISTRICT RATES	
CITY	\$6.7898
COUNTY	\$3.915442
OUTSIDE DISTRICT RATES	
CITY	\$6.7237
COUNTY	\$3.915442

FURTHER RESOLVED, that the City Council of the City of Saratoga Springs, New York adopt and confirm the relevy of the 2023 Utility Tax in the amount of \$654,866.56.

FURTHER RESOLVED, that the City Council of the City of Saratoga Springs, New York adopt and confirm the 2024 Omitted Tax in the amount of \$17,707.90 for the City and \$9,700.42 for the County; total Omitted Tax of \$27,408.32.

FURTHER RESOLVED, that the City Council of the City of Saratoga Springs, New York adopt and confirm the 2024 Saratoga Lake Special Improvement Tax for the Saratoga Lake Improvement District in the amount of \$117,972.87

FURTHER RESOLVED, that the City Council of the City of Saratoga Springs, New York adopt and confirm the 2024 Special Assessment Tax for the Saratoga Springs Special Assessment District in the amount of \$147,720.42



**City of Saratoga Springs**  
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SAMANTHA CLEMMY  
Executive Assistant to the Commissioner

FURTHER RESOLVED, that the City Council of the City of Saratoga Springs, New York adopt and confirm the 2024 West Ave Special District Tax for the Saratoga Springs West Ave Special District in the amount of \$46,311.34.

FURTHER RESOLVED, that the City Council of the City of Saratoga Springs, New York adopt and confirm the 2024 Gilbert Rd II Water District Tax for the Saratoga Springs Gilbert Rd II Water District in the amount of \$3,015.00.

TOTAL 2024 TAX ROLL \$36,949,006.74

**RESOLUTION**  
**(For Expenditure of Water System Reserve Funds)**

WHEREAS, the City Council of the City of Saratoga Springs established the Water System Reserve Fund on June 5, 2012 for the purpose of accumulating moneys to finance a type of capital improvement, specifically, improvements to the City water system, and

WHEREAS, a \$1,277,206.06 expenditure is required to finance capital improvements to the City's Water System as provided for in the 2024 Water Fund Budget revised on January 16, 2024 and is in accordance with the purposes of the Water System Reserve Fund. The expenditures are for the payment of principal and interest on seventeen bonds relative to City water improvements;

NOW, THEREFORE, BE IT RESOLVED, that the above-described expenditure of \$1,227,206.06 to finance capital improvements to the City water system is hereby approved as authorized as in accordance with the Water System Reserve Fund.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Dated: *February 6, 2024*

**RESOLUTION**  
**(For Expenditure of Sewer System Reserve Fund)**

WHEREAS, the City Council of the City of Saratoga Springs established the Sewer System Reserve Fund on September 2, 2014 for the purpose of accumulating moneys to finance a type of capital improvement, specifically, improvements to the City sewer system; and

WHEREAS, a \$241,173.78 expenditure is required to finance capital improvements to the City's sewer system as provided for in the 2024 Sewer Fund Budget revised on January 16, 2024, and is in accordance with the purposes of the Sewer System Reserve Fund. The expenditures are for the payment of principal and interest on bonds relative to City sewer system improvements;

NOW, THEREFORE, BE IT RESOLVED, that the above-described expenditure of \$241,173.78 to finance capital improvements to the City sewer system is hereby approved as authorized as in accordance with the Sewer System Reserve Fund.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Dated: *February 6, 2024*



## 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	02	4	02/06/2024	020624	TRFINWSFUN BUA	TRFINWSFUN	1	1		
1	F013	40511		PROPERTY TAX	USE OF RESTRICTED FUND BALANCE		-466,810.16	-810,395.00	-1,277,205.16	
	F	-01-3-0000-0-40511	-		PER W&S FUND BAL RECOMMENDATIO	02/06/2024				
2	F043	42159		DEPARTMENTAL INCOME	WATER CAPITAL IMPROVEMENT FEE		-1,100,000.00	810,395.00	-289,605.00	
	F	-04-3-0000-0-42159	-		PER W&S FUND BAL RECOMMENDATIO	02/06/2024				
3	G013	40511		PROPERTY TAX	USE OF RESTRICTED FUND BALANCE		-111,500.64	-129,673.14	-241,173.78	
	G	-01-3-0000-0-40511	-		PER W&S FUND BAL RECOMMENDATIO	02/06/2024				
4	G043	42131		DEPARTMENTAL INCOME	SEWER CAPITAL IMPROVEMENT FEE		-220,000.00	129,673.14	-90,326.86	
	G	-04-3-0000-0-42131	-		PER W&S FUND BAL RECOMMENDATIO	02/06/2024				
** JOURNAL TOTAL								0.00		

## BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: u257

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2024	2	4											
BUA	F013-40511				02/06/2024	TRFINWSFUN	020624	TRFINWSFUN		USE OF RESTRICTED FUND BALANCE 5 PER W&S FUND BAL RECOMMENDATIO			810,395.00
BUA	F043-42159				02/06/2024	TRFINWSFUN	020624	TRFINWSFUN		WATER CAPITAL IMPROVEMENT FEE 5 PER W&S FUND BAL RECOMMENDATIO		810,395.00	
BUA	G013-40511				02/06/2024	TRFINWSFUN	020624	TRFINWSFUN		USE OF RESTRICTED FUND BALANCE 5 PER W&S FUND BAL RECOMMENDATIO			129,673.14
BUA	G043-42131				02/06/2024	TRFINWSFUN	020624	TRFINWSFUN		SEWER CAPITAL IMPROVEMENT FEE 5 PER W&S FUND BAL RECOMMENDATIO		129,673.14	
JOURNAL 2024/02/4 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 \*\*

## BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
ACCOUNT										
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2024	02	11	02/06/2024	020624	TRFINCONT	BUA TRFINCONT	1	1		
1	A3051914	54773			LIABILITY INSURANCE	LIABILITY INSURANCE	44,932.94	112,988.50	157,921.44	
	A	-30-5-1910-4-54773	-			COVER COST OF LIABILITY	02/06/2024			
2	A3829999	59010			CONTINGENCY	CONTINGENCY	312,840.00	-112,988.50	199,851.50	
	A	-38-2-9990-9-59010	-			COVER COST OF LIABILITY	02/06/2024			
								** JOURNAL TOTAL	0.00	

## BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: u257

YEAR	PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2024	2	11									
BUA	A3051914-54773						LIABILITY INSURANCE	5		112,988.50	
	02/06/2024	TRFINCONT	020624	TRFINCONT			COVER COST OF LIABILITY				
BUA	A3829999-59010						CONTINGENCY	5			112,988.50
	02/06/2024	TRFINCONT	020624	TRFINCONT			COVER COST OF LIABILITY				
							JOURNAL 2024/02/11	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 \*\*

## BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
ACCOUNT										
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2024	02	3	02/06/2024	020624	TRFINPAY	BUA TRFINPAY	1	1		
1	A3011421	51110			CITY ATTORNEY PERSONAL SERVICE	ASSISTANT CITY ATTORNEY	105,276.88	59,818.00	165,094.88	
	A	-30-1-1420-1-51110	-			COMM DIR TO ASST ATTRNY	02/06/2024			
2	A3011211	51675			MAYORS OFFICE PERSONAL SERVICE	COMMUNICATIONS DIRECTOR	60,633.00	-59,818.00	815.00	
	A	-30-1-1210-1-51675	-			COMM DIR TO ASST ATTRNY	02/06/2024			
								** JOURNAL TOTAL	0.00	

## BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: u257

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2024	2	3												
BUA	A3011421-51110				02/06/2024	TRFINPAY	020624	TRFINPAY		ASSISTANT CITY ATTORNEY COMM DIR TO ASST ATTRNY	5		59,818.00	
BUA	A3011211-51675				02/06/2024	TRFINPAY	020624	TRFINPAY		COMMUNICATIONS DIRECTOR COMM DIR TO ASST ATTRNY	5			59,818.00
JOURNAL 2024/02/3											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 \*\*

## BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
ACCOUNT										
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2024	02	12	02/06/2024	020624 AFIFUND	BUA AFIFUND					
1	A012	40512		PROPERTY TAX	USE OF ASSIGNED FUND BALANCE		.00	-92,950.47	-92,950.47	
	A	-01-2-0000-0-40512	-		IT ASSIGNMENT FOR GRAYBAR/GARN	02/06/2024				
2	A3021694	54720		DATA PROCESSING NETWORK CS	SERVICE CONTRACTS - PROF SERV		195,000.00	92,950.47	287,950.47	
	A	-30-2-1681-4-54720	-		IT ASSIGNMENT FOR GRAYBAR/GARN	02/06/2024				
** JOURNAL TOTAL								0.00		

## BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: u257

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2024	2	12												
BUA	A012-40512									USE OF ASSIGNED FUND BALANCE	5			92,950.47
	02/06/2024	AFIFUND				020624	AFIFUND			IT ASSIGNMENT FOR GRAYBAR/GARN				
BUA	A3021694-54720									SERVICE CONTRACTS - PROF SERV	5		92,950.47	
	02/06/2024	AFIFUND				020624	AFIFUND			IT ASSIGNMENT FOR GRAYBAR/GARN				
													.00	.00
BUA	A-2960									APPROPRIATIONS				92,950.47
	02/06/2024	AFIFUND				020624	AFIFUND							
BUA	A-1510									ESTIMATED REVENUES			92,950.47	
	02/06/2024	AFIFUND				020624	AFIFUND							
										SYSTEM GENERATED ENTRIES TOTAL			92,950.47	92,950.47
										JOURNAL 2024/02/12 TOTAL			92,950.47	92,950.47

## BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2024	2	12	02/06/2024	ESTIMATED REVENUES	92,950.47	
	A-1510					APPROPRIATIONS		92,950.47
	A-2960							
						FUND TOTAL	92,950.47	92,950.47

\*\* END OF REPORT - Generated by Donna Woods \*\*

**Visitor Center Canopy Structural and Roof Repair Professional Services RFP 2022-37 Bid Results**

**MJ Engineering and Land Surveying, P. C.**

<b>Task</b>	<b>Bid</b>
1	\$4,600.00
2	\$29,900.00
3	\$5,800.00
4	\$25,000.00
5	\$5,700.00
6	\$1,600.00
7	\$9,200.00
8	\$45,200.00
Total	\$127,000.00

**LaBella Associates**

1	\$5,300.00
2	\$9,250.00
3	\$4,300.00
4	\$5,800.00
5	\$3,750.00
6	\$1,750.00
7	\$2,450.00
8	\$3,800.00
Total	\$36,400.00

**Encorus Group Engineering, P. C.**

1	\$6,518.00
2	\$38,760.00
3	\$2,632.00
4	\$8,232.00
5	\$6,312.00
6	\$9,608.00
7	\$3,936.00
8	\$23,504.00
Total	\$99,502.00

**AGREEMENT ADDENDUM ONE  
BETWEEN CITY OF SARATOGA SPRINGS, NY  
AND LABELLA ASSOCIATES  
PROFESSIONAL SERVICES: VISITOR CENTER CANOPY STRUCTURAL AND ROOF REPAIR**

Original Agreement Approved February 10, 2023

THIS ADDENDUM ONE, between Labella Associates, 4 British American Blvd, Latham, NY 12110 ("Consultant") and the City of Saratoga Springs, NY ("City") a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866, entered into between the above referenced parties on the effective date of 2/08/24, is hereby added to the original Agreement date February 10, 2023. The original Agreement had a total authorized Contract sum and authorized amount prior to ADDENDUM ONE of \$36,400.00 date 2/10/2023.

In addition, the original agreement had a termination date of June 1, 2023. Agreement Addendum 1 extends the contract completion date to 7/1/2024.

The City's Risk and Safety Agreement shall become a part of the original agreement and these Agreement Addendums. All other terms and conditions of the original Agreement remain the same. All other terms and conditions of the original agreement remain the same, including fees in accordance with Exhibit A to the original agreement.

The parties, having agreed to the terms and recitals set forth herein, and rely thereon, herein sign this Agreement.

**CONSULTANT**

Signature: *Rosquale Marchese*  
Date: 01-23-2024  
Print Name: RASQUALE MARCHESE  
Title: Senior Project Manager

City Council Approved Date: \_\_\_\_\_

City Council Approval Date: \_\_\_\_\_

**CITY OF SARATOGA SPRINGS, NY**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Mayor



LBEASS-01

AKEEFE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2023

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 Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	CONTACT NAME:	
	PHONE (A/C, No, Ext): (585) 473-8000	FAX (A/C, No): (585) 340-1714
	E-MAIL ADDRESS: reception@paris-kirwan.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Western Insurance Co	10804
INSURED  LaBella Associates, DPC 300 State Street, Suite 201 Rochester, NY 14614	INSURER B : Acadia Insurance Company	31325
	INSURER C : Clermont Insurance Company	33480
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		CPA5365357-16	11/7/2023	11/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5365358-16	11/7/2023	11/7/2024	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUA5365359-16	11/7/2023	11/7/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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	N / A	WCA5365360-15	11/7/2023	11/7/2024	<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
A	Scheduled Equipment			CPA5365357-16	11/7/2023	11/7/2024	\$500 Ded. 3,771,102

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If Additional Insured or Waiver of Subrogation status is noted for any policies, coverage applies only if required in a written contract or agreement.

The City of Saratoga Springs is listed as additional insured with respect to general liability on a primary and non-contributory basis when required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Office of Risk and Safety 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 <i>Lawrence Stanney</i>
---	--



LABEL-1

OP ID: KR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/08/2023

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).

<b>PRODUCER</b> 585-385-0428 Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Matthew R. Mullard		<b>CONTACT NAME:</b> Matthew Mullard <b>PHONE (A/C, No, Ext):</b> 585-385-0428 <b>FAX (A/C, No):</b> 585-662-5755 <b>E-MAIL ADDRESS:</b> matt.mullard@bbrown.com	
<b>INSURED</b> LaBella Associates, D.P.C. LaBella Associates, P.C. 300 State Street Suite 201 Rochester, NY 14614		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20443	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO 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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Prof. Liability</b> <b>PollutionLiability</b>			AEH591953796 RETRO DATE 1/1/1978	11/20/2023	11/20/2024	<b>PER CLAIM</b> 5,000,000 <b>AGGREGATE</b> 7,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>CITY OF SARATOGA SPRINGS</b> SARAT-5  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  Matthew Mullard





## City of Saratoga Springs, NY Contract

**City Project Number:** 2022-37 \_\_\_\_\_ **City Project:** Visitor Center Canopy Structural and Roof Repair Professional Services  
**City Department:** Public Works \_\_\_\_\_ **Department Contact Person:** Katherine Tiedemann \_\_\_\_\_ **City Ext.** 2615 \_\_\_\_\_  
**Company Name:** LaBella Associates \_\_\_\_\_  
**Company Address:** 4 British American Blvd. Latham NY 12110 \_\_\_\_\_  
**Company Telephone No.:** 518-439-8235 \_\_\_\_\_ **Company Fax No.:** \_\_\_\_\_  
**Vendor and/or Service Provider Primary Contact:** Pasquale Marchese \_\_\_\_\_ **Title:** Sr. Project Manager \_\_\_\_\_  
**Primary Contact Email:** pmarchese@labellapc.com \_\_\_\_\_  
**Service to be Provided:** Visitor Center Canopy Structural and Roof Repair Professional Services \_\_\_\_\_  
**Remit Name (If different from above):** \_\_\_\_\_  
**Remit Address:** \_\_\_\_\_

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Visitor Center Canopy Structural and Roof Repair Professional Services, the Vendor and/or Service Provider submitted proposals dated November 22, 2022 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by June 1, 2023. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$36,400, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Public Works is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Pasquale Marchese. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:  
  
    **To the City:** Mayor/Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
  
    **With a copy to:** City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
  
    **To Vendor and/or Service Provider:** LaBella Associates
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: Pasquale Marchese Date: 01-10-2023

Print Name: PASQUALE MARCHESI, AIA Title: Senior Project Manager

City of Saratoga Springs' Signature: [Signature] Date: 2/10/2023

Print Name: Ron Kim Title: Mayor City Council Approval Date: 2/09/2023



November 22, 2022

City of Saratoga Springs  
Department of Accounts  
474 Broadway, Suite 14  
Saratoga Springs, NY 12866

**RE: Visitor Center Canopy Structural & Roof Repair Professional Services**

Dear Procurement:

LaBella Associates is pleased to provide our professional services proposal for the Visitors Center Canopy Structural and Roof Repair project. The biggest advantage in selecting our team is LaBella's full-service capabilities and location, which allow us to be your ideal partner.

**WHY LABELLA:** LaBella has a versatile and experienced staff of over 1300 employees in 35 office locations, including our full-service office of over 100 staff members in Latham, NY. We have worked with numerous municipalities across New York State since our founding in 1978 and are presently retained for professional services with the City of Saratoga. We are well-versed in navigating the many players and processes involved, and ready to meet your individual project goals.

This proposal contains detailed information regarding our firm, project references and staff experience, along with all required documentation and our fee proposal to perform these services in a separate sealed envelope. If you have any questions, or require additional information, please feel free to contact me at (518) 540-4922 or by e-mail [pmarchese@labellapc.com](mailto:pmarchese@labellapc.com). We look forward to continuing our partnership with the City of Saratoga Springs.

Respectfully submitted,  
**LaBella Associates**

Pasquale Marchese, AIA, LEED AP  
Sr. Project Manager



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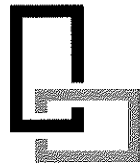
# ABOUT LABELLA

At LaBella Associates, our job is to create – structures, plans, ideas, results. As a nationally recognized Design Professional Corporation, that's a given, right?

But here's what really drives us: creating partnership between our team and our clients. So much so that we become one team, unified in the unrelenting pursuit of exceptional performance on each and every project. Reliability. Accountability. Collaboration. Respect. Not skills we went to school for, but innate in LaBella team members.

The pursuit of partnership is embedded in our culture—has been since our inception in 1978. And it affects client outcomes in profound ways. It means we're built to expertly execute projects from start to finish. That we have the talent and resources to take on any challenge. That projects are completed on time, on budget, and beyond expectations. And that we win awards – not just for our talent, but also for our ethics, employee culture, and growth.

Today, our wheelhouse is broad, with four key service offerings: Buildings, Energy, Infrastructure, and Environmental. Our reach is widespread with staff located throughout the country and Madrid, Spain. We're headquartered in Rochester, NY—but our impact is seen, felt, and experienced around the world.

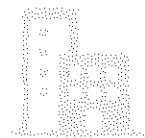


**LaBella**  
Powered by partnership.

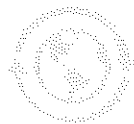
## SOLVE COMPLEX PROBLEMS



## ENHANCE OUR EXPERIENCE



## ADVOCATE FOR THE FUTURE



## LEAD THE WAY



## INFRASTRUCTURE

We're planning, designing, and building the systems and structures that enable modern life. It's innovation meets heavy-duty insight.

## BUILDINGS & FACILITIES

It's about more than creating, maintaining and resurrecting the buildings in which we work, learn, and engage – it's about beautifying and bettering the communities we call home.

## WASTE, RECYCLING AND ENVIRONMENTAL

Our services are leading the way to help study, restore, and safeguard the land, air and waterways in and around our communities.

## ENERGY

From traditional energy sources to renewable ones, we're helping power our regions through energy resource management, transmission and distribution.

# FIRMWIDE ORGANIZATION

## CHIEF EXECUTIVE OFFICER

Steve Metzger, PE

## BOARD OF DIRECTORS

## PRESIDENT

Jeffrey A. Roloson, AIA

## CHIEF FINANCIAL OFFICER

Rob Pepe

### ARCHITECTURE & INTERIORS

Municipal/Criminal Justice  
Commercial  
Education  
Religious  
Healthcare  
Arts & Recreation

STAFF: 160 | LICENSED: 60

### BUILDINGS ENGINEERING

Mechanical, Electrical & Plumbing  
Structural  
Energy  
Commissioning  
Hydropower

STAFF: 137 | LICENSED: 41

### CIVIL ENGINEERING

Municipal Engineering  
Infrastructure  
Site Development  
Gas Design  
Inspection  
Athletic Facilities  
Planning & Grants

STAFF: 210 | LICENSED: 62

### ENVIRONMENTAL

Environmental Due Diligence -  
Phase I & Phase II  
Regulated Building Materials  
Brownfield & Urban Redevelopment  
Environmental Compliance  
Environmental Contracting & Drilling  
Energy, Utility & Natural Gas

STAFF: 222 | LICENSED: 23

### PROGRAM MANAGEMENT

Field Construction Management  
Program Development  
Project Management Plans  
Risk Management  
Procurement/Expediting  
Quality Assurance/Quality Control

STAFF: 305 | LICENSED: 6

### POWER SYSTEMS ENGINEERING

Substation Design  
Protection, Control & Automation  
Substation Maintenance  
Transmission Line Design  
Circuit Analysis  
Project Management

STAFF: 40 | LICENSED: 3

### TRANSPORTATION

Bridge & Structural Design  
Highway & Street Design  
Transportation Planning & Traffic Engineering  
Construction Engineering  
Surveying & Mapping

STAFF: 99 | LICENSED: 42

### WASTE & RECYCLING

Solid Waste Management  
Construction Phase  
Material Recovery/Recycle  
Landfill Gas  
Coal Combustion Residual Management  
Operations Consulting

STAFF: 49 | LICENSED: 15

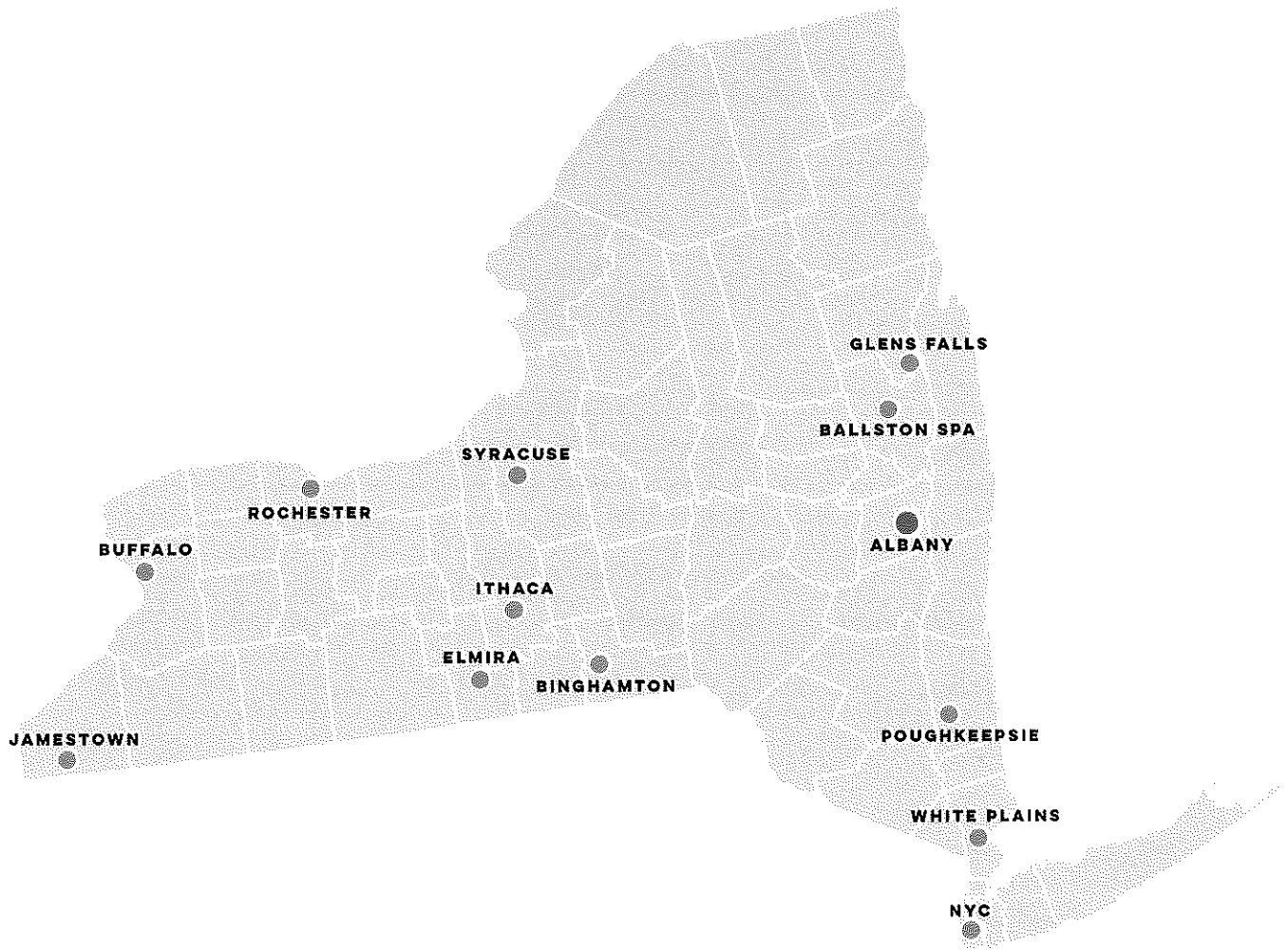
### MARKETING

### HUMAN RESOURCES

### ACCOUNTING & INFORMATION TECHNOLOGY

# WHERE WE ARE

New York Office Locations



● Office Providing Services for this Project

Albany, NY  
4 British American Blvd  
Latham, NY 12110  
(518) 439-8235

# TECHNICAL CAPABILITIES

## Areas of Firm Expertise

### Architecture

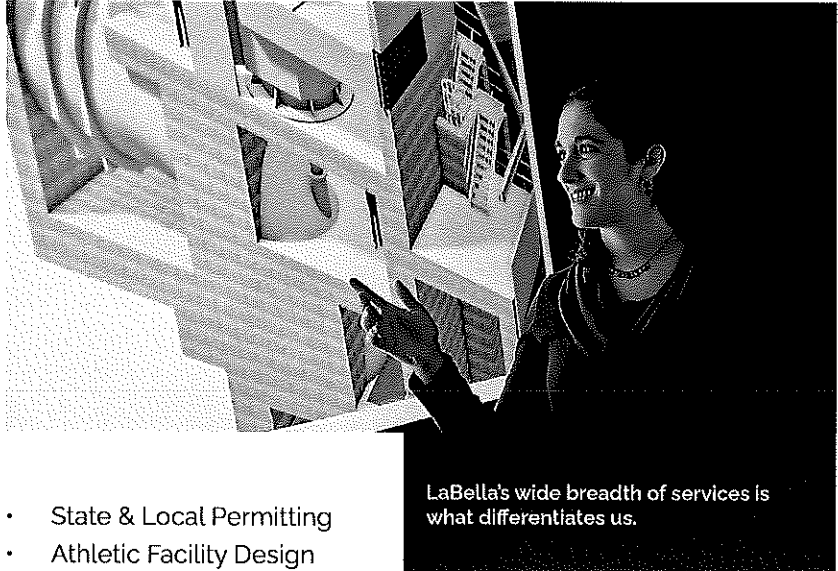
- Architectural Design
- Project Management
- Development Scheduling
- Code Reviews & ADA Compliance
- Site Selection & Analysis
- Feasibility Studies
- Land Use Master Planning
- Space Planning
- Site/Sports Planning
- Computer-Aided Design & Drafting
- Facilities Evaluation & Planning
- Project Programming
- Cost Analysis
- Resident Project Representation

### Building Code & Life Safety Services

- Municipal Plan Review, Inspection, & Code Analysis
- Building & Fire Code Evaluation
- Design Document Review
- Healthcare Risk Assessments & Code Training
- Electrical Safety & Arc Flash Compliance
- Health & Safety Training & Consulting

### Civil Engineering

- Water Supply, Treatment, & Distribution
- Wastewater Collection & Treatment
- Gas Design, Including Leak-Prone Main, Gate, & Regulator Stations & Service Connections
- Stormwater Management
- Site Design



LaBella's wide breadth of services is what differentiates us.

- State & Local Permitting
- Athletic Facility Design
- Pedestrian & Vehicular Traffic Circulation

### Commissioning Services

- Evaluation of Facility Requirements
- Compliance & Performance Reviews
- Field Verification
- Identify & Correct System Installation Deficiencies
- Review of Operations & Maintenance Manuals for Compliance
- Post Construction Assessments
- NYSEDA & LEED Commissioning
- Retro-Commissioning

### Construction Engineering & Inspection

- Construction Inspection & Administration
- Scheduling
- Review of Drawings & Materials Submissions
- Maintenance & Protection of Traffic
- Constructability Reviews

### Drilling

- Direct Push, Hollow Stem Auger, & Sonic Drilling of Unconsolidated Materials
- Wash Rotary, Air Hammer, & Coring Methods for Bedrock
- Depth Discrete Soil & Groundwater Sampling Via Direct Push
- Monitoring Well Installation & Development
- Remedial Well Installation
- Overwater Barge Drilling & Sampling
- Membrane Interface Probe (MIP) & Laser-Induced Fluorescence (LIF)
- Geotechnical (Standard Split Spoon & Shelby Tube Sampling)
- Well Decommissioning

### Electrical Engineering

- Power Distribution Systems & Emergency Power
- Lighting & Life Safety Design
- Fire Alarm Engineering
- Security & Access Control Systems

# TECHNICAL CAPABILITIES

- Telephone & Data Communications
- Electric Utility Engineering
- Process Control & Instrumentation

## Energy Engineering

- Energy Auditing & Lighting Surveys
- Energy Master Planning
- Energy Metering & Monitoring
- Performance Contracting Assistance
- Energy Conservation Measures: Evaluation & Design
- Alternative Fuels: Biomass & Biogas
- Distributed Energy Resources: CHP, PV, & Wind
- Economic Analysis & Life Cycle Cost Analysis
- Rebate Assistance & 3rd Party Reviews
- Facility Benchmarking
- LEED Assistance
- NYSERDA Program Services

## Environmental Consulting & Ecological Services

- Phase I & II Environmental Site Assessments
- Remediation
- Brownfields
- Asbestos, Lead, & Mold Abatement Design
- Water Supply & Resources
- Water Resource Management
- Air Modeling
- Air Quality Services
- Industrial Hygiene & Safety
- Site Analysis & Site Selection
- Wetland & Stream Delineation & Permitting
- Ecological & Wildlife Studies
- SEQR/NEPA
- Air Permitting

## Geotechnical Engineering

- Subsurface Investigations
- Foundation Design
- Slope Stabilization
- Retaining Walls
- Dams
- Stream Restoration & Culverts

## Interior Design

- Interior Design
- Space Utilization
- Furniture, Fixtures, Equipment, & Technology Integration

## Landscape Architecture

- Master Planning
- Open Space Planning
- Feasibility Studies
- Land Use Analysis
- Site Design/Schematic Design
- Visual Assessments & Simulations
- Parks & Recreation Design
- Planting & Site Lighting Plans
- Landscape Restoration & Climate Adaptive Design
- Athletic Facilities
- Trail Planning & Design
- Streetscapes

## Land Surveying

- Topographic Surveys
- ALTA/ASCM Land Title Surveys
- Property Line Surveys
- Construction Layout
- Right-of-Way Mapping
- 3D High-Definition Laser Scanning
- GPS Surveying: Static & RTK
- Digital Terrain Modeling
- Photogrammetric Control Surveys
- Land Records Research

## Mechanical Engineering

- HVAC/Precision Cooling System Design
- Plumbing & Fire Protection
- Distribution Systems
- Building Systems & Controls
- Facilities Evaluation & Design
- Industrial Process Piping & Systems
- Geothermal
- Solar Thermal

## Planning

- Downtown Revitalization & Development
- Economic & Market Analysis
- Comprehensive Planning
- Grants & Financing
- Community Engagement
- Environmental Review
- Active Transportation
- Public & Private Development Services
- Geographic Information Systems (GIS)

## Power Systems

### Transmission & Distribution

- Routing Analysis/Conceptual Design
- Survey-Topographical Survey/LiDAR
- Subsurface Utility Engineering
- Geotechnical Investigations
- Plan & Profile Drawings: OH & UG
- Trenchless Technologies
  - Horizontal Directional Drill
  - Jack & Bore
  - Micro Tunnel
- Civil Construction & Traffic Control Plans
- Permitting Support
- Engineering Construction Support

# TECHNICAL CAPABILITIES

## Substations

- Project Requirements & Equipment Specifications
- Geotechnical Studies
- Soil Resistivity Studies
- Ground Impedance Studies
- Topographical Survey
- Conceptual Design
- In-Ground Detailed Design
- Above-Ground Detailed Design
- System Protection & Controls Detailed Design
- Permitting Assistance
- Stormwater Pollution Prevention Plan
- Spill Prevention, Control & Countermeasure (SPCC) Plan

## Program Management

- Portfolio & Program Management
- Project Management
- Procurement Coordination & Expediting



Our project teams are comprised of professionals from diverse disciplines working together in partnership to tackle our toughest challenges.

- Project Scheduling & Controlling
- Cost Analysis
- Risk Management

## Renewable Energy

- Interconnection Design
- Site Plan Design & Approval
- Stormwater Design & Inspection
- ALTA & Topographic Survey
- Wetland & Stream Delineation Services & Mitigation
- Agricultural Monitoring

- Geotechnical Investigation & Report
- Pile Pull/Load Testing & Report
- Critical Issue Analysis/Site Due Diligence
- Interconnection Application (Third-Party) Review & Management
- State or Local Environmental Impact Statement & Review
- Local, State, & Federal Permitting
- Noise & Visual Impact Analysis

- Protected Species Surveys
- Brownfield/Landfill Redevelopment
- Local Law Development Assistance
- Solar Construction & Installation
- Construction Phase Owner's Representation
- Wind Energy Project Review
- Decommissioning
- Program Management Support



The pursuit of partnership is embedded in our culture – has been since our inception in 1978. And it affects client outcomes in profound ways.

### **Structural Engineering**

- Structural Design & Inspection
- Load Ratings
- Site Engineering
- Substation Structural Design
- Foundation Design

### **Transportation Engineering**

- Highway & Street Design
- Bridge Design
- Traffic Impact & Safety Studies
- Bicycle, Pedestrian, & Trail Planning & Design
- Parking Studies & Design
- Traffic Signal Design
- ADA Compliance

### **Waste & Recycling**

- Construction Phase Services
- Environmental Compliance & Remediation
- Facility Operations Consulting
- Operator Training & Certification
- Landfill Gas System Design & O&M
- Title V Permitting & Compliance



- Leachate Management & Treatment
- Organic Waste Management
- Closure & Post-Closure Design, Reuse, & Maintenance





# CITY OF SARATOGA SPRINGS

## DPW Plan Review & Engineering Term Contract

### CLIENT PARTNER

Albert Flick  
Sr Engineering Tech.  
City of Saratoga Springs  
(518) 587-3550 ext. 257  
al.flick@saratoga-springs.org



Spencer Trask Memorial & Spirit of Life  
Historic Congress Park

LaBella has been a designated engineer to the City of Saratoga Springs since 2013. As part of the term agreement, Chazen provides professional engineering and planning assistance to the Planning and Engineering Departments.

As part of LaBella's consulting services to the Planning Board, LaBella provides the engineering and planning reviews for applications before the board including minor/major subdivisions, special use permits, and minor/major site plans. Further, LaBella assists the City with compliance with SEQRA.

Notable projects recently completed include the technical review of the proposed Saratoga Casino and Raceway Hotel and Conference Center project, for which significant concerns were expressed by board members regarding the potential traffic impacts on the local roadway network especially during the August race season.

Other notable projects include Greenfield Manufacturing and PUREsource, two new facilities proposed within the W.J. Grande Industrial Park that involve the manufacturing/handling of significant quantities of chemicals. These projects required the extension of the rail line to service these and future facilities within the Park.

Additional projects included:

#### CAPITAL PROJECTS:

- Saratoga Springs Water System Modeling and Analysis
- Saratoga Springs Water System Improvements
- Saratoga Springs Chlorine Residual
- Evaluation and System Improvements
- Saratoga City Center Parking Garage
- Wedgewood Drive Culvert Rehabilitation

#### PLANNING BOARD REVIEWS:

- Saratoga Springs Ellsworth Creamery Water Review
- Kaydeross Subdivision
- Saratoga Casino and Raceway Hotel and Conference Center
- Route 9N Medical Building
- Yaddo Artist Cottages
- St. John Neumann Senior Apartments
- Downtown Walk Subdivision
- Homewood Inn and Suites
- Greenfield Manufacturing
- PUREsource
- Saratoga Hospital ICU
- Verizon Wireless Tower – Saratoga Gaming and Raceway Cell Site
- East Avenue Mixed-Use Development-Trojanski
- 77 Excelsior Ave Mixed-Use Development
- Excelsior Park Phase 2
- Excelsior Park Phase 2A
- Agrochem Farm and Dairy Products
- Bethesda Parish House
- Skidmore Falstaff Parking Lot Expansion
- Saratoga Independent School
- Saratoga Bottling Addition
- 130 Excelsior Ave Mixed-Use Development
- Union Fox Apartments

*\*Contract initiated by The Chazen Companies,  
now LaBella Associates.*

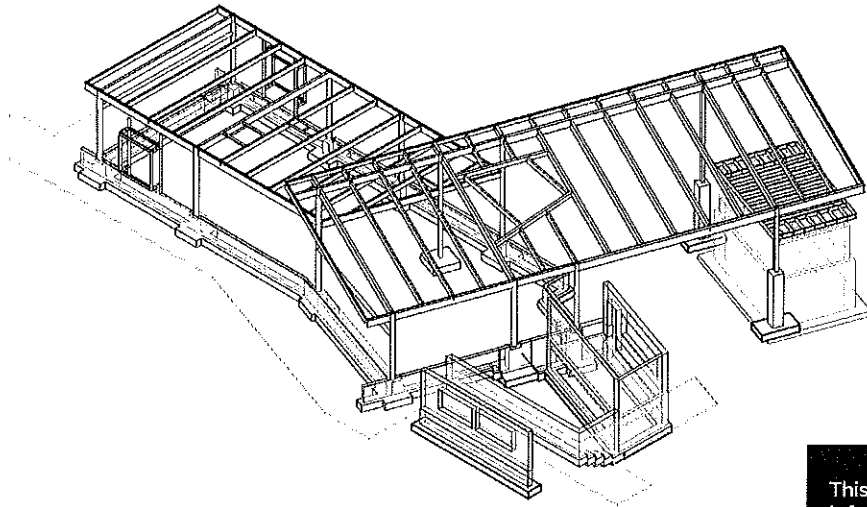
 **LaBella**  
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# BINGHAMTON UNIVERSITY

## Welcome Center

### CLIENT PARTNER

Martin Sweeney  
Architectural Designer  
Physical Facilities  
(607) 777-3489  
msweeney@binghamton.edu



This building will replace an existing information booth at the main entrance drive to the University's campus.

LaBella Associates and its team performed structural, plumbing, and fire protection engineering (Watts A & E) for this new building project which is currently preparing for bidding. This building will replace an existing information booth at the main entrance drive to the University's Binghamton campus. LaBella and team have collaborated closely with the University's Facility architects and engineers to create a building that will serve as a gateway to campus plus a multipurpose lobby for small events, restrooms for visitors, and a covered drive through area. The design features multiple level roofs and sustainable design features.



Construction Cost: Est. \$2.1 Million

Completion Date: Est. Dec 2022

# ROBERT H. JACKSON CENTER

## Additions & Alterations

### CLIENT PARTNER

Kristan McMahon  
President  
Robert H. Jackson Center  
(716) 483-6646  
kcmcmahon@roberthjackson.org



The existing mansion received air conditioning on both floors as part of this project.



The Robert H. Jackson Center was built as a private residence in 1859 in the Italianate Style. The Jackson Center acquired the building in 2001 and has been renovating it since. D. Walter Management in conjunction with LaBella Associates worked with the Robert H. Jackson Center to fulfill a Downtown Revitalization Initiative grant for handicapped accessibility upgrades to the facility.

The existing entrance lobby was removed and a new, larger, more flexible lobby and vestibule with a canopy, heated steps and heated ramps. The new lobby not only provided for an accessible entrance but enhanced and highlighted the main entrance to the facility. A new elevator was installed in the existing building

allowing access to both floors of the mansion. New windows in the lobby will be supplied by Hopes Windows, Inc. a local window manufacturer of steel framed windows who is nationally known for specializing in replicating of historic windows.

The Jackson Center is a historic landmark that has been restored and adapted for reuse by the nationally acclaimed institution. The Design Team diligently worked to ensure that no detail was overlooked and that renovations blended in with the historic fabric of the existing building.

Construction Cost: \$1.2 Million

Completed: 2020

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Powered by partnership

# VILLAGE OF MORELAND HILLS

## Police Department Roof Replacement and New Village Hall Entrance

### CLIENT PARTNER

Ted DeWater  
t.dewater@morelandhills.com  
(440) 476-9316

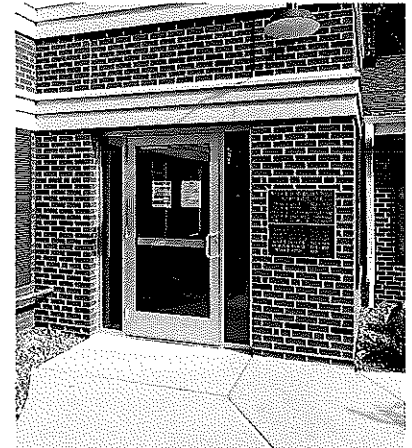
LaBella Associates was selected by the Village of Moreland Hills to design new entrances for both the Village Hall and the Police Station, as well as to replace the existing roof on the Police Station.

The new Village Hall entrance was designed to help better identify the entryway of the building. In addition, the new entryway provides a much-needed airlock that improves the energy efficiency of the building.

At the Police Station, the existing entrance was removed to address a leak into the existing pistol range in the basement. The new entryway includes some additional interior renovations and helps create a sense of identity for the Police Station.

Construction Cost: \$250,000

Year Completed: 2019



The new entrance to the Village Hall provides a much-needed airlock that improves the energy efficiency of the building.

# NY POWER AUTHORITY

John S. Dyson New York Energy Zone

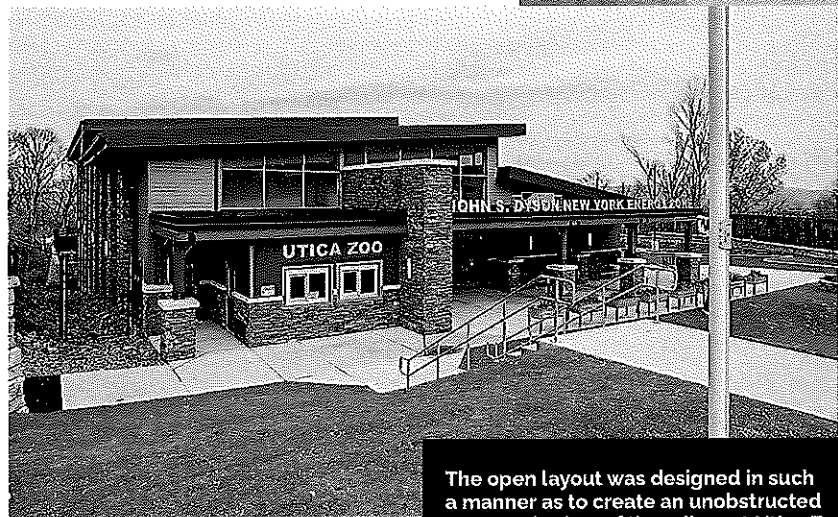
The Energy Zone is a state-of-the-art science museum designed for the Authority whose goal is to introduce the public to electrical power generation and the role New York plays. The 19,000 SF, two story facility houses interactive exhibits strategically placed to send visitors through the history and future of electricity.

The Energy Zone's program required space for highly interactive exhibits designed to deliver a free educational experience. Each visitor receives a digital pass to begin their journey through the facility. Visitor experiences include power generation, drone simulation, operator experience, clean energy installations, and more. A highly realistic 3D theater utilizing MAGI film generation kicks off this experience and enlightens guests about Nikola Tesla and his lasting contributions.

The exterior combines modern building elements with heavy timber construction. Visitors are drawn to a tall aluminum storefront entrance system showcasing the bright and inviting Lobby. The building is clad with natural stone veneer, fiber-cement siding, and covered with a low sloping standing seam roofing system.

The first floor houses the Lobby, Theater, and exhibits while the basement level contains the 'STEM' focused Innovation Center, staff conference rooms, offices, and mechanical. The structure is supported by caissons required for challenging subsurface weathered shale conditions. A 4-tier stone gravity retaining wall system was installed to overcome steep site slopes and geothermal heating was provided for reduced energy consumption.

Site sustainable design practices include six electric car charging stations, four bioswales, underground stormwater



detention chamber system, and a landscape full of native plantings.

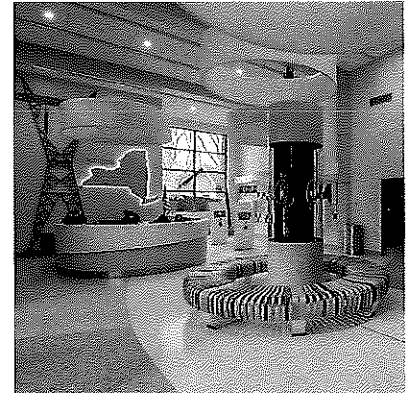
The Authority partnered with the local Zoo to locate the Energy Zone at their campus. A new Zoo ticket booth provides access to the Zoo's Backyards & Barnyards area. The Authority's visitor centers become localized hubs and international attractions. This new partnership improved the Zoo's aesthetic and diversified each visitor's experience.

LaBella Associates was selected to design the new New York Energy Zone building in a style similar to that of the NY Power

## CLIENT PARTNER

New York Power Authority  
Mario Roefaro  
Director, Community Affairs  
(315) 792-8335

George Bunk, PE, CCM  
Resident Construction Manager  
(518) 287-6226



The open layout was designed in such a manner as to create an unobstructed panoramic view of the adjacent Utica Zoo. This is intended to enhance the public's experience of both the new New York Energy Zone and the Utica Zoo.

Authority's (NYPA) existing Frank S. McCullough, Jr. Hawkins Point Visitor Center located on the St. Lawrence River in Massena, NY.

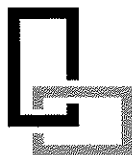
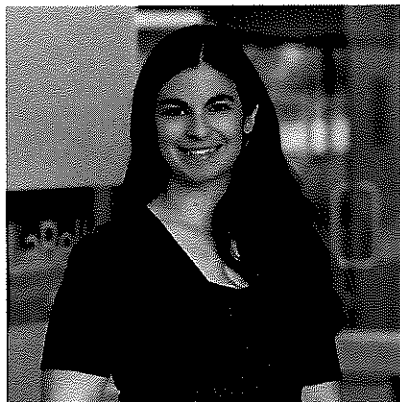
Construction Cost: \$18M

Completed: June 2021



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## JENNIFER NECHAMEN

Client Manager

Jennifer has nine years of civil engineering experience. Her responsibilities include project management, engineering design, and engineering review services. She has experience in oil/chemical bulk storage regulatory compliance, wastewater treatment, erosion and sediment control, GIS, and utility system design. She has also practiced in cost estimating and preparation of details and specifications.

### PE

**Professional Engineer  
New York**

### EDUCATION

**SUNY College of Environmental  
Science and Forestry: B.S. in  
Forest Engineering**

### ORGANIZATIONS

**New York Water Environment  
Association Member**

### **City of Saratoga Springs: City Designated Engineer (CDE) Term Contract—Saratoga Springs, NY**

As City Designated Engineer, performed site plan and subdivision reviews for various development projects, including reviewing projects for compliance with Fire Code, accessibility requirements, stormwater regulations, zoning regulations, and good engineering practice. Jennifer has acted as Client Manager of the term contract since 2021 and has been conducting site plan and subdivision reviews for the City since 2015.

### **Village of Menands: Village Designated Engineer—Menands, NY**

As Village Designated Engineer, completed site plan reviews, provided MS4 assistance in the form of regular inspections at construction sites with active State Pollutant Discharge Elimination System (SPDES) permits, assisted with a pump station valve assessment, assisted with a chemical feed building generator replacement evaluation, oversaw camera inspection and performed subsequent evaluations of portions of the Village's sanitary sewer mains, performed drainage

evaluations, and led a road paving project involving design and preparation of contract documents.

### **NYSOPRHP: Thompson's Lake Campground Wastewater System Improvements— Voorhesville, NY\***

Project Manager and Technical Lead for design services for a new onsite wastewater treatment system to support Thompson's Lake Campground. The design included five new pump stations, associated collection system improvements, an equalization system, a raised absorption treatment system, and decommissioning of existing components including a seasonal sand filter.

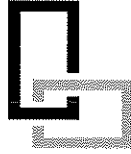
### **Village of South Glens Falls: Prospect Street Water Main Improvements—South Glens Falls, NY\***

Project Engineer design services to the Village of South Glens Falls for a water main replacement project on Prospect Street. The project consists of the replacement of approximately 1,700-LF of deteriorated water main and is part of a larger plan to replace water mains in the Village.

*\*Work performed with The Chazen  
Companies. now LaBella Associates.*







## PASQUALE MARCHESE

Senior Project Manager

Pasquale has over 25 years of Architectural industry experience. He is a registered Architect in NYS, LEED Accredited Professional, and serves as the President for AIA New York state. Pasquale is responsible for planning, designing, and developing contract documents and specifications. With a diverse project portfolio; exceptional leadership; project coordination; communication and cost management skills,

**AIA, LEED AP BD+C**  
**Registered Architect**  
**New York**

**EDUCATION**  
**University of Florence, Italy:**  
**Architecture**

**ORGANIZATIONS**  
**American Institute of Architects**

- **2022 President, AIA New York State**
- **2014 President AIA Eastern New York Chapter**
- **United States Green Building Council - USGBC LEED**
- **USGBC UPSTATE NY Chapter, Member – LEED AP BD+C**

**Town of Bolton: Department of Public Works Garage Roof—Bolton Landing, NY**

Architect for the design and construction administration of the Renovation Project at the Town of Bolton DPW Garage. Scope of work included full roof replacement including abatement of exhaust curb sealant and various interior repairs/renovation.

**Town of Malta: Town Hall Conceptual and Final Design—Malta, NY**

Architect and Project Manager for the Town Building Department interior renovation for the relocation of building and fire inspector personnel.

**Boght Community Fire District: Pavilion Performance Space—Cohoes, NY\***

Project Architect/Project Manager for a Community Performance Pavilion Space at the Community Fire District. The Timber Frame w/Metal Roof Pavilion was design to serve the local community for outdoor private and public events.

**Saratoga County Department of Public Works: New Garage and Office Facility—Saratoga, NY\***  
Project Manager for the

Construction of a new \$2.5M State-of-the-art Maintenance Garage and office space. Responsible for Project coordination throughout construction.

**City of Saratoga: Property Studies and Assessments—Saratoga, NY \***

Responsible for the Feasibility Studies and Building Assessment of a private owned property, including estimates for repair, reconstruction and to address code violations.

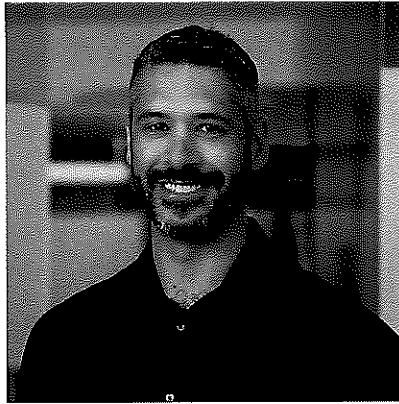
**Rensselaer County: Ned Pattinson Government Center Reconstruction—Troy, NY\***

Project Manager for the accessibility evaluation and design for new entryway stairs and ADA compliant ramps for the County Government Center.

**City of Watervliet: Feasibility Study and Adaptive Re-use Plan—Watervliet, NY**

Project Manager for the feasibility and conceptual re-use plan to redevelop the former Dutch Reform Church, into a new City Court building.

*\* Project performed with previous employer*



## LANSON A. COSH

Senior Structural Engineer, Team Leader

**PE, NYSCCEO**  
**Professional Engineer**  
**New York**

**New York State Department  
of State Certified Code  
Enforcement Official**

**EDUCATION**  
**Manhattan College: M.S. in  
Civil Engineering, Structural  
Concentration**

**Manhattan College: B.S. in  
Civil Engineering, Structural  
Concentration**

**SUNY Orange: A.S. in  
Engineering Science**

**CERTIFICATION**  
**OSHA 40-Hour HAZWOPER**

**OSHA Confined Space Entry**

Lanson has over 15 years of progressively responsible experience. He has experience with multiple aspects of structural engineering including high rise, commercial, residential, institutional, DoD, FAA, piers, municipal, industrial and transportation hubs from new construction to restoration and preservation. Lanson gained valuable experience designing high profile buildings and structures in New York City and Honolulu. In addition, he has experience performing building inspections for the City of New York under their Local Law 11 façade investigation inspection requirements.

**City of Saratoga Springs: Term  
Contract—Saratoga Springs, NY**

Provided Structural Engineering for several building stability and evaluation projects throughout the City of Saratoga Springs. Projects were mostly residential houses in despair.

**City of Amsterdam: Town  
Hall Portico Restoration—  
Amsterdam, NY\***

Provided structural engineering services to support the restoration of the City's Town Hall building portico structure. Services included assessment of the existing historic concrete structural system, preparation of restoration plans, specification of cast-stone masonry beams and construction administration services. Worked with a historic preservation architect and the City to successfully complete the project.

**Village of Ballston Spa:  
Village Hall Assessment and  
Renovation—Ballston Spa, NY\***

Structural Engineer providing support for a planned renovation project at the Village Hall. Initial tasks included feasibility studies and structural assessments and

design of high priority repairs such as rebuilding a retaining wall along the side entrance of the building along a public way, supporting abandoned below grade vaults along with historic wood restoration and storefront replacement.

**Town of Bolton: Department  
of Public Works Garage Roof—  
Bolton Landing, NY**

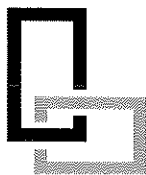
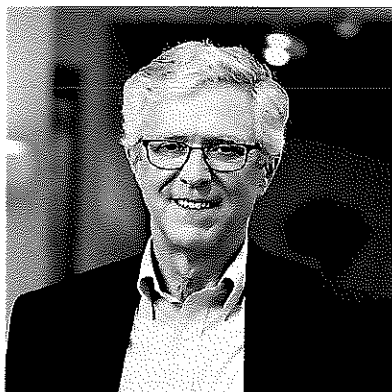
Project Manager for the design and construction administration of the Renovation Project at the Town of Bolton DPW Garage. Scope of work included full roof replacement including abatement of exhaust curb sealant and various interior repairs/renovation.

**Town of Bolton: Old DPW Garage  
Renovation—Bolton Landing, NY**

Senior structural engineer for the assessment and renovation of the Old 8-bay DPW Garage, located at 87 Finkle Road in Warren County, New York. The project includes full architecture and engineering services for the 5,760 square foot Pre-Engineered Metal Building (PEMB).

*Work performed with The Chazen  
Companies, now LaBella Associates.*





## MARK J. BAGDON

MEP Project Manager

Mark is a Mechanical Engineer with over 40 years of experience in the fields of energy analysis, energy-efficient design, and mechanical and electrical engineering. He is also a Certified Geo-Exchange Designer, a Certified Energy Manager, a LEED Accredited Professional, and an expert in acoustics. He is responsible for quality control and review of work products, and engineering design. In addition to supervision of design and analysis work, he has managed dozens of energy efficiency studies for institutional, commercial, and industrial clients

**PE, CEM, CDG, LEED AP**  
**Professional Engineer**  
**NY, VT, MA, NH**

### EDUCATION

**Brown University: B.A., Physics**

**Yale University: M.S.,**  
**Environmental Studies**

**CERTIFICATION/  
REGISTRATION**  
**Certified Geo-Exchange**  
**Designer**

**Certified Energy Manager**

**LEED Accredited Professional**

**ORGANIZATION**  
**Association of Energy Engineers**

**Acoustical Society of America**

**ASHRAE**

**American Society of Plumbing**  
**Engineers**

**International Ground Source**  
**Heat Pump Consortium**

**NYPA: John S. Dyson Energy**  
**Zone Visitors Center—North**  
**Messaena, NY**

The new New York Energy Zone shall be a 20,000 SF, two-story structure serving as public visitors center with a large, open area designed for fully interactive exhibits displaying a multitude of power transmission and power generation exhibits, while the remainder of the building offers office, a conference room and general amenities for NYPA staff.

**Town of Queensbury: Town Hall**  
**and Activity Center Renovation**  
**and Addition—Queensbury, NY**

Project Manager for the various improvements to the original Town Hall building and Activity Center addition. New condensing hydronic boilers were installed along with all associated pumps; new AHU's, water to air heat pumps, sub-panels to feed equipment, new ductwork and damper systems were designed, and upgrades to all associated controls in both spaces.

**Town of Woodstock: Town Hall**  
**Renovation—Woodstock, NY**

Project Manager for MEP engineering design and construction administration services for the renovation of the

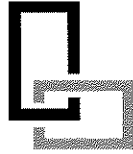
two-story building. The town hall serves multiple departments, including: the courthouse, historical society, police, and a local performing arts group.

**City of Oswego: City Hall Energy**  
**Analysis and HVAC Renovation—**  
**Oswego, NY**

Provided energy analysis and design services for this 19th century municipal building. A detailed energy audit of the facility was followed up with mechanical and electrical design services for HVAC renovations and a complete lighting upgrade. The project resulted in a dramatic improvement in lighting quality and significant energy savings, while enhancing the architectural fabric of the interior spaces.

**NYS Department of Taxation and**  
**Finance: Office and Warehouse—**  
**Albany, NY**

Lead Engineer for comprehensive lighting and HVAC retrofit project. The building houses 100,000 sf of offices, 80,000 sf of warehouse space used to house tax records. Energy modeling of heating and cooling loads led to reduction in installed cooling capacity from 650 tons to 440 tons, resulting in substantial energy savings, after retrofit.



## KEVIN BOADWAY

Plumbing Engineer

Kevin has over 40 years of experience as a Mechanical Engineer in all aspects of Heating, Ventilation and Air Conditioning, Plumbing, Fire Protection and specializing piping systems design. Kevin as knowledge of national and state codes and experience in meeting the requirements of governing agencies including NY Department of Health and Department of Environmental Conservation, U.S. Environmental Protection Agency and local municipalities.

### CIPE

**Certification in Plumbing Engineering**

### EDUCATION

**Canton Agricultural and Technical College: A.S., Applied Science**

#### **Eastman Kodak: Building 28 Roof Drainage System—Rochester, NY\***

Completed design of a re-roofing project consisting of 30,000 sf above a theater. Design included roof drain locations and sizes, as well as distribution piping through joist space, interfacing existing mechanical system.

#### **Eastman Kodak: Building 214 Roof Drainage System—Rochester, NY\***

Design of a roof drainage system for the 35,000 sf manufacturing and office facility. Design was in compliance with the Plumbing Code of New York State, including "Secondary Drainage Systems." Piping was specifically defined for contractor coordination with occupants.

#### **Tioga County Department of Social Services: Additions—Owego, NY\***

Plumbing Designer that designed the overall plumbing and fire protection systems for a \$11.6 million, 47,000 sf addition to the DSS Building and 7,500 sf addition to the Court Annex Building.

#### **Madison County: Courthouse Additions & Renovations—Wampsville, NY**

Plumbing Engineer for the renovations to the 20,000 sf courthouse and 9,000 sf addition. Addition will consist of additional courtrooms. Scope of work included adding outdoor rooftop units with full energy recovery and adding additional piping to connect to the boilers and chiller plant. Commissioning services will also be provided for this project.

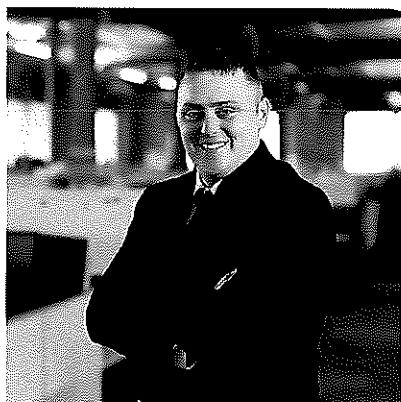
#### **Town of Tyre: Town Hall—Tyre, NY**

Plumbing Engineer for the new, one-story, 7,900 sf town hall. Scope of work will consist of plumbing designs for toilet rooms and holding cells, and domestic water system and distribution system.

#### **Gates Chili Central School District—Gates, NY**

HVAC and Plumbing Designer for the removal and replacement of equipment as required for a roof replacement project.

*\*Work performed with previous employer*



## GREGORY F. LINDSAY

Environmental Project Manager

Gregory is an Environmental Project Manager, and Senior Inspector/Designer for LaBella's Regulated Materials Group. Gregory has extensive experience in supervising and monitoring asbestos abatement; air monitoring; collecting bulk samples, and providing asbestos building inspections; performing final visual inspections on asbestos abatement projects; and writing and submitting variances to the state concerning abatement projects.

### EDUCATION

**Monroe Community College:  
Liberal Arts**

### CERTIFICATIONS/ REGISTRATIONS

**NYSDOL Project/Air Monitor**

**NYSDOL Asbestos Building  
Inspector**

**NYSDOL Asbestos Project  
Designer**

**NYSDOL Asbestos Management  
Planner**

### **Madison County: Courthouse Renovation—Wampsville, NY**

As the Environmental Project Manager for this project, Greg was responsible for correlating the architectural renovation scope of work with the asbestos inspection and abatement design. Greg and his team of inspectors, designers, and AutoCAD technicians, were able to successfully identify and incorporate into the project design all regulated and hazardous materials which were to be impacted during the renovation project. Through his diligence, Greg eliminated the potential for change orders and schedule delays for the county. Once the project entered into construction, was responsible for overseeing all abatement activities. He worked closely with the County, Construction Managers, Abatement Contractors, and the Architectural Team to ensure that all needs were met in a timely manner. This included scheduling of abatement project/air monitors, attending construction meetings when requested, and performing field work as needed. Greg was responsible for ensuring no schedule delays for the County during the abatement portion of the project.

### **Eastman Kodak: Buildings 53, 29, 30, 42, and 35 at Eastman Business Park—Rochester, NY**

As part of Kodak's footprint reduction program, Greg performed a regulated building materials survey to identify all hazardous building materials, prior to the begin of demolition.

### **Canandaigua V.A.: Multiple Buildings—Canandaigua, NY**

Greg performed full regulated building material surveys for various buildings of the hospital for an upcoming renovation/demolition.

### **Greece Central School District: Abatement Monitoring—Greece, NY**

Greg was the lead Project Monitor responsible for overseeing and ensuring the quality of the abatement, as well as responsible for the protection of the surrounding area from the demolition activities throughout the duration of this project.

### **Webster Central School District—Webster, NY**

As a part of the 2015 capitol improvement project, Greg was responsible for taking all samples of building materials that would be disturbed by work throughout the district.



**LaBella**  
Powered by partnership.

# PROJECT APPROACH

## City of Saratoga Springs - Visitor Center Canopy Structural & Roof Repair

LaBella Associates, D.P.C. is pleased to submit the following proposal for professional Services related to the Visitor Center Canopy Structural and Roof Repair Project for The City of Saratoga Springs (The City).

LaBella provides a unique blend of full-service capabilities, combined with strategic partnerships, that create a dynamic team tailored for each project. Our team has been hand selected to meet The City challenges of this project. Aligned with a central vision, rooted in collaboration, our project design team members will utilize our synergies and leverage each other's strengths to ensure project success.

Our approach to any project follows a phased approach: understand the goal, staff the project with the right people, and execute at a high level. We'll ask the right questions to understand the problem, recommend solutions – including alternatives-- and keep you informed along the way. We believe that as professionals, our job is to provide good information that is presented clearly, in order for you to make the best decisions. Our Project Managers are key to this process while our principals will stay in close contact, staying informed and available.

### PROJECT UNDERSTANDING & APPROACH

We understand that The City requires improvement to the existing canopy and roof of the Visitor Center, our role will be focused on the Following:

1. Environmental Assessment, Testing and Designs.



2. Architectural Elements Assessment and Design
3. Snow Guard Investigation and Design
4. Structural Assessment, Investigation and Design
5. Plumbing Assessment and Design
6. Assist The City with our Opinion of Probable Cost
7. Assist The City during BID Phase
8. Assist The City during Construction with Construction Administration Services

### Overview:

As explained in the RFP, The Saratoga Visitor Center is an historic structure located in downtown Saratoga Springs, NY, originally constructed circa 1915. The exterior canopy structure consists of wood post and beam construction, with a membrane roof supported by wood plank decking visible from below. The Main Building Roof is constructed with slate and Metal Eave/Flashing.

The City is seeking to partner and retain qualified professional to prepare full Construction Document for the Canopy Structural and Roofs Repairs.

### Existing Facilities Assessment:

The first step is to collect all the available information and data to have an understanding of the full scope. Our team, thru the review of existing blueprints and building assessments provided with the RFP, will develop the first draft of Canopy and Roofs needs, Identifying Deficiencies, and repairs actions.

The goal is to provide recommendations for the reconstruction and the repair Construction Documents in respect of the Materials and Style if the Existing Structure

### Project Tasks

#### 1. Environmental

Our Environmental Team will provide the services included in the RFP and summarize below:

- a. Provide an Assessment of limited pre-renovation asbestos containing materials (ACM) and lead based paint (LBP) survey, in

# PROJECT APPROACH

## City of Saratoga Springs - Continued

compliance with all the Federal, State and Local Regulations.

b. We will identify and perform investigations to determine potential impacts resulting from the proposed repair/reconstruction design action.

### ***The Scope doesn't include:***

- Identification of other hazardous building materials other than the one identified in the RFP.
- Abatement Design Services

### **2. Architectural Design**

LaBella in collaboration with The City will identify the applicable design standards to be used for this project and will establish project-specific design criteria. The City will ultimately approve the selected project design criteria. It's our understanding that they will not be any variation on materials to be used and/or current appearance. LaBella will provide the Architectural Services identified in the RFP, including but not limited as follow:

- a. Site visit and collection all the information regarding the existing Canopy and Roof.
- b. Prepare repair and replacement Design Documents to be reviewed with The City
- c. Prepare final Construction/Bidding Document
- d. Assist The City thru construction providing Construction Administrative Services.

### **3. Snow Guard Design**

LaBella will evaluate the existing roof and based on the final repair/replacement action selected, will size, determine and design a new snow guard system for the sloped roofs. LaBella will provide Construction/Bidding Document in regard to the Snow Guards installation.

### **4. Structural Design**

LaBella will review the existing structural member conditions and will provide information for repair and/or replacement, services will include but not limited:

- a. Site visit and assessment
- b. Design solutions for repair/replacement
- c. Construction/Bidding Documents

### **5. Plumbing Design:**

Based on the Plumbing Services identified in the RFP, LaBella will provide feedback and proposed design, services will include but not limited too:

- a. Investigation of the existing conditions of the Canopy Roof.
- b. Evaluation of Titan Roofing proposed locations of the roof drains
- c. Provide feedback and any recommendations.
- d. Develop Plumbing Drawings for the City Review and Approval.
- e. Provide Construction/Bidding Document

### **6. Opinion of Probable Cost**

a. LaBella will provide to The City an opinion probable construction cost for their budget and finance review

### **7. Bid Phase Services:**

During the bid period, LaBella will provide and assist The City with the following but not limited services

- a. Final stamped drawings, technical specifications and statement of special inspections as needed
- b. Provide technical assistance to The City to facilitate the solicitation of bids by The City.
- c. Preparation of bid notices, bid forms, construction contracts and forms

d. Assist The City in Preparation of division one specifications and front end/boiler plate documents.

e. Attend at pre-bid.

f. Respond to written requests for bid clarifications (RFCs).

g. Provide technical information to The City for issuance with addenda.

### **8. Construction Phase Services**

During construction phase LaBella will provide Construction Administration (CA) assistance and supervision as required. Services include but not limited are:

- a. Conduct biweekly progress site visits by appropriate design discipline(s).
- b. Contact and schedule 3rd party special inspections as required per the NYS Building Code. Fees for 3rd party special agent by owner)
- c. Review contractor submittals.
- d. Respond to contractor questions/RFI's.
- e. Conduct final inspection for each trade/discipline and prepare final punch list.
- f. Final punch list at construction substantial completion
- g. Final as-built plans

### ***As Identified in the RFP, the following items are not included in the scope of services:***

- h. 3D renderings
- i. Incentive services (NESERDA, etc.), Life Cycle, Cost Analysis and LEED services
- j. Design of deep foundations (piles, caissons, etc.)
- k. Commissioning and testing services

BID PROPOSAL

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.

COMPANY NAME: LaBella Associates

ADDRESS: 4 British American Blvd

Latham NY 12110 Phone No. ( 518 ) 439 - 8235  
(City) (State) (Zip)

E-MAIL ADDRESS: pmarchese@labellapc.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Pasquale Marchese, AIA

TITLE: Sr. Project Manager DATE: 11/21/2022

- TASK 1. Assessment of Limited Pre-Renovation ACM/LBP Survey: \$ 5,300.00
- TASK 2. Architectural Design: \$ 9,250.00
- TASK 3. Snow Guard Design: \$ 4,300.00
- TASK 4. Structural Design: \$ 5,800.00
- TASK 5. Plumbing Design: \$ 3,750.00
- TASK 6. Opinion of Probable Cost \$ 1,750.00
- TASK 7. Bid Phase Services: \$ 2,450.00
- TASK 8. Construction Phase Services: \$ 3,800.00

TOTAL BID IN FIGURES: \$ 36,400.00

TOTAL BID WRITTEN: Thirty Six Thousand, Four Hundred Dollars and 00 Cents





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 of 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: Mark J. Bagdon Printed name: Mark J. Bagdon, PE

Title: Vice President Date: 11/16/2022

Company Name: LaBella Associates, DPC

Company Address: 4 British American Blvd, Latham, NY 12110

Subscribed to under penalty of perjury under the laws of the State of New York, this 16th day of November, 2022 as the act and deed of said corporation or partnership.





## City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services

### Visitor Center Canopy Structural

City Project Number: RFP#2022-37 City Project Name: and Roof Repair Prevailing Wage Project No.: \_\_\_\_\_  
City Department: Department of Accounts Department Contact Person: Stefanie Richards City Ext. \_\_\_\_\_  
Company Name: LaBella Associates, DPC  
Company Address: 4 British American Blvd. Latham, NY 12110  
Company Telephone No.: 518-439-8235 Company Fax No.: 518-439-8592  
Consultant Primary Contact for This Project: Pasquale Marchese, AIA Title: Project 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 Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City of Saratoga Springs as a Certificate Holder for the following coverage for the work covered by this Agreement:

- ☐ Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- ☐ Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- ☐ Excess Insurance: Three Million Dollars per Occurrence Aggregate;
- ☐ Professional Errors and Omissions Insurance: Two Million per Claim Aggregate; AND
- ☐ NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866, within two (2) days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as Additional Insured on a primary and non-contributory basis prior to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City as an Additional Insured on a primary and non-contributory basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any



actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City shall have the right to immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Consultant, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Consultant Signature:  Date: November 16, 2022





LBEASS-01

AKEEFE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	CONTACT NAME:		
	PHONE (A/C, No, Ext): (585) 473-8000	FAX (A/C, No): (585) 340-1714	
	E-MAIL ADDRESS: reception@paris-kirwan.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Acadia Insurance Company		31325
	INSURER B: Union Insurance Company		25844
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

INSURED  
  
LaBella Associates, PC & LaBella Associates, DPC  
300 State Street, Suite 201  
Rochester, NY 14614

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CPA5365357-14	11/7/2021	11/7/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5365358-14	11/7/2021	11/7/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUA5365359-14	11/7/2021	11/7/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA5365360-13	11/7/2021	11/7/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Scheduled Equipment			CPA5365357-14	11/7/2021	11/7/2022	\$500 Ded. 1,051,942

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If Additional Insured or Waiver of Subrogation status is noted for any policies, coverage applies only if required in a written contract or agreement.

\*\*\*\*\*PROOF OF INSURANCE\*\*\*\*\*

## CERTIFICATE HOLDER

## CANCELLATION

LaBella Associates, PC & LaBella Associates, DPC 300 State Street, Suite 201 Rochester, NY 14614	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 







LABEL-1

OP ID: SM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2021

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<b>PRODUCER</b> 585-385-0428 Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Mary-Beth Rumble		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 585-385-0428 <b>FAX (A/C, No):</b> 585-662-5755 <b>E-MAIL ADDRESS:</b> smiller@poole-ny.com	
<b>INSURED</b> LaBella Associates, D.P.C. LaBella Associates, P.C. 300 State Street, Suite 201 Rochester, NY 14614		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20443	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability Pollution Liability		AEH591953796 RETRO DATE 1/1/1978	11/20/2021	11/20/2022	PER CLAIM 5,000,000 AGGREGATE 7,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

0000-00  LaBella Associates, D.P.C. LaBella Associates, P.C.	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>Mary Beth Rumble</i>





# CITY OF SARATOGA SPRINGS

## DEPARTMENT OF PUBLIC WORKS

474 Broadway, Suite 12  
Saratoga Springs, New York 12866

Telephone 518-587-3550

Fax 518-587-2417

[www.saratoga-springs.org](http://www.saratoga-springs.org)

JASON GOLUB  
COMMISSIONER

JOSEPH J. O'NEILL, III  
DEPUTY COMMISSIONER

MICHAEL VEITCH  
BUSINESS MANAGER

### REQUEST FOR QUOTES

The City of Saratoga Springs Department of Public Works is seeking quotes for Laboratory Services. Prices quoted below must be honored from 1/1/2024-12/31/2024

Laboratories must be available twenty-four hours per day, 365 days per year to open their lab and receive test samples in the event of a public health emergency. An example of an emergency would be a water main break or the presence of Total Coliform Bacteria and/or E. Coli in the City's public water supply.

Total Coliform Bacterial tests must be initiated on the **same day** that the samples are picked up. Additionally, samples taken on or before 12:00 p.m. must be picked up and delivered to the laboratory on that day. Water Treatment Plant samples must be picked up within two (2) hours of request.

Pricing is requested for the following laboratory services:

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
#1	425 each	Total Coliform Bacteria	\$	\$
#2	5 each	Fecal Coliform Bacteria	\$	\$
#3	25 sets	Trihalomethanes - TTHM	\$	\$
#4	25 sets	Haloacetic Acids - HAA5	\$	\$
#5	25 each	Total Organic Carbon	\$	\$
#6	15 each	Alkalinity	\$	\$
#7	5 each	Nitrate	\$	\$
#8	130 sets	Lead & Copper	\$	\$
#9	2 sets	Radiologicals – Gross, Alpha, Radium 226 & 228)	\$	\$
#10	2 sets	Iron & Manganese	\$	\$
#11	2 sets	Synthetic Organics – SOC 1 & 2	\$	\$
#12	2 sets	Volatile Organic Compounds - VOC	\$	\$
#13	2 sets	Primary Inorganic Compounds - IOC	\$	\$
#14	2 sets	Secondary Inorganic Composts IOC-Other	\$	\$
#15	2 each	Cryptosporidium and Giardia	\$	\$
#16	2 each	PFOA, PFOS, and 1,4-Dioxane	\$	\$
#17	2 each	Gross Alpha	\$	\$
#18	2 each	Asbestos	\$	\$

TOTAL BID IN FIGURES (sum of "Total Price" column): \$ \_\_\_\_\_

TOTAL BID WRITTEN: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No. ( ) \_\_\_\_\_ - \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

24 Hour, On Call Service Phone No. ( ) \_\_\_\_\_

Authorized Signature: Patrick Daniels

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE RETURN THIS RFQ BY EMAIL TO:  
Ben.nygard@saratoga-springs.org  
BEFORE 9:00 am, Thursday, December 21<sup>st</sup>, 2023**

This RFQ is valid for sixty (60) days from bid submission deadline. The City of Saratoga Springs is tax exempt. Any questions regarding this RFQ should be directed to Ben Nygard at the email address above.

**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: Patrick Daniels Printed name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Subscribed to under penalty of perjury under the laws of the State of New York, this \_\_\_\_\_ day of \_\_\_\_\_, 2023 as the act and deed of said corporation of partnership.



# CITY OF SARATOGA SPRINGS

## DEPARTMENT OF PUBLIC WORKS

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#4	25 sets	Haloacetic Acids - HAA5	\$ 75.00	\$ 1875.00
#5	25 each	Total Organic Carbon	\$ 22.00	\$ 550.00
#6	15 each	Alkalinity	\$ 14.00	\$ 210.00
#7	5 each	Nitrate	\$ 12.00	\$ 60.00
#8	130 sets	Lead & Copper	\$ 18.00	\$ 2340.00
#9	2 sets	Radiologicals - Gross, Alpha, Radium 226 & 228)	\$ 276.00	\$ 552.00
#10	2 sets	Iron & Manganese	\$ 20.00	\$ 40.00
#11	2 sets	Synthetic Organics - SOC 1 & 2	\$ 720.00	\$ 1440.00
#12	2 sets	Volatile Organic Compounds - VOC	\$ 85.00	\$ 170.00
#13	2 sets	Primary Inorganic Compounds - IOC	\$ 78.00	\$ 156.00
#14	2 sets	Secondary Inorganic Compounds IOC-Other	\$ 99.00	\$ 198.00
#15	2 each	Cryptosporidium and Giardia	\$ 375.00	\$ 750.00
#16	2 each	PFOA, PFOS, and 1,4-Dioxane	\$ 450.00	\$ 900.00
#17	2 each	Gross Alpha	\$ 96.00	\$ 192.00
#18	2 each	Asbestos	\$ 280.00	\$ 560.00

TOTAL BID IN FIGURES (sum of "Total Price" column): \$ \$18,123.00

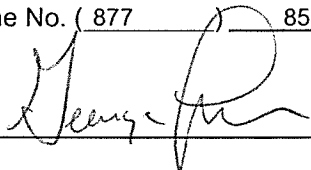
TOTAL BID WRITTEN: Eighteen thousand one hundred twenty-three dollars and zero cents

Company Name: Pace Analytical Services, LLC

Address: 575 Broad Hollow Road, Melville, NY 11747

Phone No. (516) 370 - 6000 E-Mail Address: GLatham@PaceLabs.com

24 Hour, On Call Service Phone No. ( 877 ) 859-7778

Authorized Signature: 

Printed Name & Title: George Latham, RFP Manager Date: 12/19/2023

**PLEASE RETURN THIS RFQ BY EMAIL TO:  
Ben.nygard@saratoga-springs.org  
BEFORE 9:00 am, Thursday, December 21<sup>st</sup>, 2023**

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- (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.

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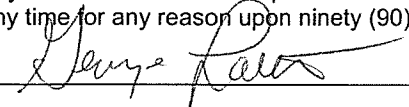
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- Not seek, solicit, demand or accept any information, verbal or written, from the City or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition 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: George Latham

Title: RFP Manager Pace Analytical Services Date: December 20, 2023

Company Name: Pace Analytical Services, LLC

Company Address: 575 Broad Hollow Road, Melville NY 11747

Subscribed to under penalty of perjury under the laws of the State of New York, this 20th day of December, 2023 as the act and deed of said corporation of partnership.



# City of Saratoga Springs

## DEPARTMENT OF PUBLIC WORKS

474 Broadway, Suite 12  
Saratoga Springs, New York 12866

Telephone 518-587-3550

Fax 518-587-2417

[www.saratoga-springs.org](http://www.saratoga-springs.org)

JASON GOLUB  
COMMISSIONER

JOSEPH J. O'NEILL, III  
DEPUTY COMMISSIONER

MICHAEL VEITCH  
BUSINESS MANAGER

### REQUEST FOR QUOTES

The City of Saratoga Springs Department of Public Works is seeking quotes for Laboratory Services. Prices quoted below must be honored from 1/1/2024-12/31/2024

Laboratories must be available twenty-four hours per day, 365 days per year to open their lab and receive test samples in the event of a public health emergency. An example of an emergency would be a water main break or the presence of Total Coliform Bacteria and/or E. Coli in the City's public water supply.

Total Coliform Bacterial tests must be initiated on the **same day** that the samples are picked up. Additionally, samples taken on or before 12:00 p.m. must be picked up and delivered to the laboratory on that day. Water Treatment Plant samples must be picked up within two (2) hours of request.

Pricing is requested for the following laboratory services:

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
#1	425 each	Total Coliform Bacteria	\$30	\$12,750
#2	5 each	Fecal Coliform Bacteria	\$30	\$150
#3	25 sets	Trihalomethanes - TTHM	\$50	\$1,250
#4	25 sets	Haloacetic Acids - HAA5	\$150	\$3,750
#5	25 each	Total Organic Carbon	\$50	\$1,250
#6	15 each	Alkalinity	\$20	\$300
#7	5 each	Nitrate	\$30	\$150
#8	130 sets	Lead & Copper	\$30	\$3,900
#9	2 sets	Radiologicals – Gross, Alpha, Radium 226 & 228)	\$475	\$950
#10	2 sets	Iron & Manganese	\$30	\$60
#11	2 sets	Synthetic Organics – SOC 1 & 2	\$750	\$1,500
#12	2 sets	Volatile Organic Compounds - VOC	\$150	\$300
#13	2 sets	Primary Inorganic Compounds - IOC	\$250	\$500
#14	2 sets	Secondary Inorganic Compounds IOC-Other	\$170	\$340
#15	2 each	Cryptosporidium and Giardia	\$800	\$1,600
#16	2 each	PFOA, PFOS, and 1,4-Dioxane	\$750	\$1,500
#17	2 each	Gross Alpha	\$100	\$200
#18	2 each	Asbestos	\$260	\$520

TOTAL BID IN FIGURES (sum of "Total Price" column): \$ 30,970

TOTAL BID WRITTEN: Thirty Thousand Nine Hundred Seventy

Company Name: Capital Region Environmental Laboratory, Inc.

Address: 137 Coubia Turnpike  
Rensselaer, NY 12144

Phone No. (518) 949-2020

E-Mail Address: [brian@crenvlab.com](mailto:brian@crenvlab.com) or [erika@crenvlab.com](mailto:erika@crenvlab.com)

24 Hour, On Call Service Phone No. (518) 365-5812

Authorized Signature: \_\_\_\_\_



Printed Name & Title: Brian Collins, Technical Director

Date: 12/20/23

**PLEASE RETURN THIS RFQ BY EMAIL TO:  
Ben.nygard@saratoga-springs.org  
BEFORE 9:00 am, Thursday, December 21<sup>st</sup>, 2023**

This RFQ is valid for sixty (60) days from bid submission deadline. The City of Saratoga Springs is tax exempt. Any questions regarding this RFQ should be directed to Ben Nygard at the email address above.

**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: Brian Collins

Title: Technical Director Date: 12/20/23

Company Name: Capital Region Environmental Laboratory, Inc.

Company Address: 137 Columbia Turnpike, Rensselaer, NY 12144

Subscribed to under penalty of perjury under the laws of the State of New York, this 20 day of December, 2023 as the act and deed of said corporation or partnership.



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)

07/31/2023

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).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> <b>NAME:</b> Willis Towers Watson Certificate Center <b>PHONE</b> (A/C, No. Ext): 1-877-945-7378 <b>FAX</b> (A/C, No): 1-888-467-2378 <b>E-MAIL</b> ADDRESS: certificates@willis.com
<b>INSURED</b> Pace Analytical Services, LLC 2665 Long Lake Road, Suite 300 Roseville, MN 55113	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The Charter Oak Fire Insurance Company <b>INSURER B:</b> Travelers Property Casualty Company of Ame <b>INSURER C:</b> Lloyd's Syndicate 2623 (Beazley Furlong Li <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 25615 25674 C2166

**COVERAGES****CERTIFICATE NUMBER:** W29774323**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		H-660-3H339745-COF-23	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-9W174961-23-I2	08/01/2023	08/01/2024	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-5N703311-23-I2	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	UB-8K063715-23-I2-G	08/01/2023	08/01/2024	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Pollution Liability</b> includes Job-Site, Non-Owned Disposal Site & Transportation			W33150230201	08/01/2023	08/01/2024	Each Claim \$5,000,000 Aggregate \$7,500,000 SIR \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DIVISION/LOCATION: Corp 00

SEE ATTACHED

**CERTIFICATE HOLDER**

City of Saratoga Springs Office of Risk and Safety 474 Broadway, Suite 14 Saratoga Springs, NY 12866	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> <i>Connie L. Harris</i>
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ACORD 25 (2016/03)

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SR ID: 24479843

BATCH: 3072482

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Pace Analytical Services, LLC 2665 Long Lake Road, Suite 300 Roseville, MN 55113	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Saratoga Springs is included as an Additional Insured as respects to General Liability where required by written contract.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by City of Saratoga Springs, its officers, or its employees where required by written contract.

Pollution Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by City of Saratoga Springs, its officers, or its employees.

Umbrella/Excess Follows Form

INSURER AFFORDING COVERAGE: Lloyd's Syndicate 2623 (Beazley Furlong Limited)

NAIC#: C2166

POLICY NUMBER: W33150230201 EFF DATE: 08/01/2023 EXP DATE: 08/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$5,000,000
Claims Made	Aggregate	\$7,500,000
	SIR	\$100,000



## City of Saratoga Springs, NY Contract

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_  
City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext. \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Telephone No.: \_\_\_\_\_ Company Fax No.: \_\_\_\_\_  
Vendor and/or Service Provider Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Primary Contact Email: \_\_\_\_\_  
Service to be Provided: \_\_\_\_\_  
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 \_\_\_\_\_, 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.
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 \_\_\_\_\_. 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 \_\_\_\_\_, 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 \_\_\_\_\_ 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 \_\_\_\_\_. 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 \_\_\_\_\_, 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:** \_\_\_\_\_

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:

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.

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:
- 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;
  - 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
  - No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

**City Certification:** In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

**Vendor and/or Service Provider Certification:** In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

**Vendor and/or Service Provider Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**City of Saratoga Springs' Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: Ron Kim

Title: Mayor

City Council Approval Date: \_\_\_\_\_

## 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: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



# CITY OF SARATOGA SPRINGS

## DEPARTMENT OF PUBLIC WORKS

474 Broadway, Suite 12  
Saratoga Springs, New York 12866

Telephone 518-587-3550

Fax 518-587-2417

[www.saratoga-springs.org](http://www.saratoga-springs.org)

JASON GOLUB  
COMMISSIONER

JOSEPH J. O'NEILL, III  
DEPUTY COMMISSIONER

MICHAEL VEITCH  
BUSINESS MANAGER

### REQUEST FOR QUOTES

The City of Saratoga Springs Department of Public Works is seeking quotes for Laboratory Services. Prices quoted below must be honored from 1/1/2024-12/31/2024

Laboratories must be available twenty-four hours per day, 365 days per year to open their lab and receive test samples in the event of a public health emergency. An example of an emergency would be a water main break or the presence of Total Coliform Bacteria and/or E. Coli in the City's public water supply.

Total Coliform Bacterial tests must be initiated on the **same day** that the samples are picked up. Additionally, samples taken on or before 12:00 p.m. must be picked up and delivered to the laboratory on that day. Water Treatment Plant samples must be picked up within two (2) hours of request.

Pricing is requested for the following laboratory services:

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
#1	425 each	Total Coliform Bacteria	\$ 16.00	\$ 6800.00
#2	5 each	Fecal Coliform Bacteria	\$ 16.00	\$ 80.00
#3	25 sets	Trihalomethanes - TTHM	\$ 50.00	\$ 1250.00
#4	25 sets	Haloacetic Acids - HAA5	\$ 75.00	\$ 1875.00
#5	25 each	Total Organic Carbon	\$ 22.00	\$ 550.00
#6	15 each	Alkalinity	\$ 14.00	\$ 210.00
#7	5 each	Nitrate	\$ 12.00	\$ 60.00
#8	130 sets	Lead & Copper	\$ 18.00	\$ 2340.00
#9	2 sets	Radiologicals - Gross, Alpha, Radium 226 & 228)	\$ 276.00	\$ 552.00
#10	2 sets	Iron & Manganese	\$ 20.00	\$ 40.00
#11	2 sets	Synthetic Organics - SOC 1 & 2	\$ 720.00	\$ 1440.00
#12	2 sets	Volatile Organic Compounds - VOC	\$ 85.00	\$ 170.00
#13	2 sets	Primary Inorganic Compounds - IOC	\$ 78.00	\$ 156.00
#14	2 sets	Secondary Inorganic Compounds IOC-Other	\$ 99.00	\$ 198.00
#15	2 each	Cryptosporidium and Giardia	\$ 375.00	\$ 750.00
#16	2 each	PFOA, PFOS, and 1,4-Dioxane	\$ 450.00	\$ 900.00
#17	2 each	Gross Alpha	\$ 96.00	\$ 192.00
#18	2 each	Asbestos	\$ 280.00	\$ 560.00

TOTAL BID IN FIGURES (sum of "Total Price" column): \$ \$18,123.00

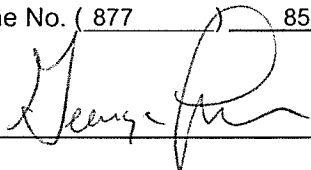
TOTAL BID WRITTEN: Eighteen thousand one hundred twenty-three dollars and zero cents

Company Name: Pace Analytical Services, LLC

Address: 575 Broad Hollow Road, Melville, NY 11747

Phone No. (516) 370 - 6000 E-Mail Address: GLatham@PaceLabs.com

24 Hour, On Call Service Phone No. ( 877 ) 859-7778

Authorized Signature: 

Printed Name & Title: George Latham, RFP Manager Date: 12/19/2023

**PLEASE RETURN THIS RFQ BY EMAIL TO:  
Ben.nygard@saratoga-springs.org  
BEFORE 9:00 am, Thursday, December 21<sup>st</sup>, 2023**

This RFQ is valid for sixty (60) days from bid submission deadline. The City of Saratoga Springs is tax exempt. Any questions regarding this RFQ should be directed to Ben Nygard at the email address above.

**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**

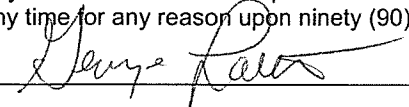
The City is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from Vendors that the City conducts business with. The City requires that all Vendors abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to 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: George Latham

Title: RFP Manager Pace Analytical Services Date: December 20, 2023

Company Name: Pace Analytical Services, LLC

Company Address: 575 Broad Hollow Road, Melville NY 11747

Subscribed to under penalty of perjury under the laws of the State of New York, this 20th day of December, 2023 as the act and deed of said corporation of partnership.



DRAPIND-01

ICALDWELL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2023

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 Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	CONTACT NAME:		
	PHONE (A/C, No, Ext): (585) 473-8000	FAX (A/C, No): (585) 340-1714	
	E-MAIL ADDRESS: reception@paris-kirwan.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Selective Insurance Co of South Carolina		19259
INSURED  Drapery Industries, Inc. 175 Humboldt St. Suite 222 Rochester, NY 14610	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

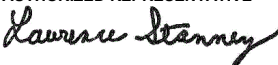
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	S 2335751	5/23/2023	5/23/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	S 2335751	5/23/2023	5/23/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	S 2335751	5/23/2023	5/23/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Lsd/Rtd Equip			S 2335751	5/23/2023	5/23/2024	Ded \$1,000	75,000
A	Installation Floater			S 2335751	5/23/2023	5/23/2024	Ded \$1,000	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: #RFP 2023-62 - Canfield Casino Parlor & Bar Room Window Treatments

City of Saratoga Springs, East and West Side Rec Property, Saratoga City School District, its Agent, Officers, Employees and all other parties are listed as additional insureds on a primary and noncontributory basis, including completed operations and a waiver of subrogation applies per written contract or agreement.

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs 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 



**Canfield Casino Parlor and Bar Restoration RFP 2023-25 Bid Results**

			<b>Purchasing</b>	<b>Risk and Safety</b>
<b>PCC Contracting, Inc.</b>	<b>Base Bid</b>	\$682,000.00	Meets	Approved.
Michael Lock	<b>Alt. 1</b>	\$58,400.00	requirements.	
1861 Chrisler Avenue	<b>Allowance 1</b>	\$40,000.00		
Schenectady, NY 12303	<b>Allowance 2</b>	\$25,000.00		
<a href="mailto:mlock@pcccontracting.com">mlock@pcccontracting.com</a>	<b>Allowance 3</b>	\$24,000.00		
	<b>Total Lump Sum Bid</b>	\$829,400.00		

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 160911886  
DRAPERY INDUSTRIES INC  
175 HUMBOLDT STREET SUITE 222  
ROCHESTER NY 14610



SCAN TO VALIDATE  
AND SUBSCRIBE

POLICYHOLDER DRAPERY INDUSTRIES INC 175 HUMBOLDT STREET SUITE 222 ROCHESTER NY 14610		CERTIFICATE HOLDER CITY OF SARATOGA SPRINGS 15 VANDERBILT AVE SARATOGA SPRINGS NY 12866	
POLICY NUMBER G 977 592-5	CERTIFICATE NUMBER 196493	POLICY PERIOD 12/01/2023 TO 12/01/2024	DATE 2/1/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 977 592-5, 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 DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 619007201



## City of Saratoga Springs, NY Contract

**City Project Number:** RFP2023-25 **City Project Name:** Casino Parlor&Bar Room Plaster Restoration  
**City Department:** Public Works **Department Contact Person:** Ben Nygard **City Ext.** 2569  
**Company Name:** PCC Contracting Inc.  
**Company Address:** 1861 Chrysler Ave, Schenectady NY 12303  
**Company Telephone No.:** 518-785-8000 **Company Fax No.:** \_\_\_\_\_  
**Vendor and/or Service Provider Primary Contact:** Michael Lock **Title:** President  
**Primary Contact Email:** mlock@pcccontracting.com  
**Service to be Provided:** Contractor Services  
**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 Parlor Room Restoration, the Vendor and/or Service Provider submitted proposals dated 10/3/2023 (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 10/1/2024. 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 \$829,400.00, 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 Michael Lock. 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:** PCC Contracting 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 \$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.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to **Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866**, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and



expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.

11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:



- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
  19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
  20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
  21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
  22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
  23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
  24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
  25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
  26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
  27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

**City Certification:** In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

**Vendor and/or Service Provider Certification:** In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

**Vendor and/or Service Provider Signature:**  **Date:** October 11, 2023

**Print Name:** Michael K. Look **Title:** President

**City of Saratoga Springs' Signature:**  **Date:** 10/26/2023

**Print Name:** Ron Kim **Title:** Mayor **City Council Approval Date:** 10/17/2023



City of Saratoga Springs, New York APPENDIX A All City Contracts and Agreements

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, ( 49 USC § 4 71, Section 47123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Vendor and/or Service Provider Signature: \_\_\_\_\_

Date: October 11, 2023

Print Name: Michael K. Lock

Title: President



# Estimate

Customer	Date	Estimate ID
PCC Contracting, Inc. 1861 Chrisler Ave. Schenectady, NY 12303	1/28/2024	1200

Terms	Account Manager	Lead Time	Wage Type
AS NOTED	DG	TBD	NYS Prevailing Wage Rate

**Re:** Canfield Casino: Window Treatm

**Scope:** Install-Regular Business Hrs.

Description	Qty	Total
<p>SCOPE: Design, fabricate and install window treatments at the Canfield Casino Parlor &amp; Bar Room as described in Saratoga Springs, NY RFP #: 2023-62 bid on January 5th, 2024 at 2:00pm in a public bid opening.</p> <p>Drapery Industries Inc. shall work closely with the City Saratoga Springs design team and the General Contractor PCC Contracting to create window treatments which reflect the appropriate period in which the Canfield Casino was constructed.</p> <p>There is a strong intent to complete this project on or before March 29th, 2024. It should be noted that the selection and availability of fabrics will significantly impact on this schedule. Therefore, the collective design team will need to work collaboratively in an expeditious manner to meet this desired goal.</p> <p>A. Decorative Swag &amp; Jabot Valance treatments [reference attached drawings]:</p> <p>a. All decorative valance treatments to be made with 100% additional fullness and fully lined with accent lining [pattern &amp; color to be determined].</p> <p>b. Interior edges of each treatment to have stitched 4"-6" bullion fringe. The jabots shall have 10"-12" ornate tassels stitched at the top and bottom edges as rendered.</p> <p>c. All treatments to be fastened to painted board via Velcro or staples. Board to be made from basswood-ply to prevent splinting or checking. Treatments to be applied so that board structure is not visible when finished.</p> <p>d. Face fabric to be velvet damask of plain damask which would be representative of the original building design. Accent lining to be a polyester sheen fabric.</p> <p>e. All fabrics shall be inherently and permanently flame retardant, and flame certificates shall be provided to the customer as part of closeout documentation.</p> <p>f. Quantity – Parlor, 6 @ 83"wide x 208"long [VIF].</p>	6	44,680.00



# Estimate

## Customer

PCC Contracting, Inc.  
1861 Chrisler Ave.  
Schenectady, NY 12303

## Date

1/28/2024

## Estimate ID

1200

## Terms

AS NOTED

## Account Manager

DG

## Lead Time

TBD

## Wage Type

NYS Prevailing Wage Rate

**Re:** Canfield Casino: Window Treatm

**Scope:** Install-Regular Business Hrs.

Description	Qty	Total
<p>B. Sheer Lace Casement drapery panels, Tiebacks &amp; Tracks [reference attached drawings]:</p> <p>a. All sheer drapery panels to be made with 120% additional fullness [pattern &amp; color to be determined].</p> <p>b. Drapery heading to be Accordiafold or Ripplefold which implements a snap system to avoid the use of pins.</p> <p>c. Draperies to be split draw with 3 ½" overlaps and returns.</p> <p>d. Tiebacks to be decorative corded rope style which hook to the side window jamb via a brass finished fastener.</p> <p>e. Fabric to be a casement or lace style sheer which would be representative of the original building design.</p> <p>f. All fabrics shall be inherently and permanently flame retardant, and flame certificates shall be provided to the customer as part of closeout documentation.</p> <p>g. Tracks to be Forest CCS cord drawn with tensioning pulley. Snap carrier style to be either Accordiafold or Ripplefold.</p> <p>h. Quantity – Parlor, 6 @ 83"wide x 208"long [VIF]. Bar, 2 @ 51"wide x 140"long [VIF].</p> <p>Installation at prevailing wages as per the wage rate schedule under the PRC number below.</p> <p>Access to the wage rate schedule can be found at the following link: <a href="https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&amp;id=1560619">https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&amp;id=1560619</a></p>	8	27,760.00
	1	11,970.00

2023



175 Humboldt Street, Suite 222  
 Rochester, NY 14610  
 P: (585) 232-2080 F: (585) 325-6290  
 draperyindustries.com

# Estimate

**Customer**

PCC Contracting, Inc.  
 1861 Chrisler Ave.  
 Schenectady, NY 12303

**Date**

1/28/2024

**Estimate ID**

1200

**Terms**

AS NOTED

**Account Manager**

DG

**Lead Time**

TBD

**Wage Type**

NYS Prevailing Wage Rate

**Re:** Canfield Casino: Window Treatm

**Scope:** Install-Regular Business Hrs.

Description	Qty	Total
OPTIONAL: blueshade® Heavy-duty model S45 roller shade with spring cartridge and manual clutch control. Shade cloth is raised & lowered via a #10 stainless steel bead chain assembly. Fabric to be Mermet E/M-Screen with a 3% openness factor <a href="https://mermetusa.com/">https://mermetusa.com/</a>  Quantity –Parlor, 6 @ 83"wide x 208"long [VIF]. Bar, 2 @ 51"wide x 140"long [VIF].	8	7,890.00
<b>Subtotal</b>		\$92,300.00
<b>Sales Tax (8.0%)</b>		\$0.00
<b>Total</b>		<b>*\$92,300.00</b>

To proceed with order, please provide a PO or sign and return a copy of this quote.  
 Provide tax exempt documentation if applicable.

Thank you for this opportunity.

Customer Signature / Date \_\_\_\_\_

**\* ADD 5% OH&P FOR  
 PCC CONTRACTING  
 \$4615.00  
 TOTAL = \$96,915.00**

# Estimate

**Customer**

PCC Contracting, Inc.  
1861 Chrisler Ave.  
Schenectady, NY 12303

**Date**

1/28/2024

**Estimate ID**

1200

**Terms**

AS NOTED

**Account Manager**

DG

**Lead Time**

TBD

**Wage Type**

NYS Prevailing Wage Rate

**Re:** Canfield Casino: Window Treatm

**Scope:** Install-Regular Business Hrs.

Description	Qty	Total
<p>OPTIONAL: blueshade® Heavy-duty model S45 roller shade with spring cartridge and manual clutch control. Shade cloth is raised &amp; lowered via a #10 stainless steel bead chain assembly. Fabric to be Mermet E/M-Screen with a 3% openness factor <a href="https://mermetusa.com/">https://mermetusa.com/</a></p> <p>Quantity –Parlor, 6 @ 83"wide x 208"long [VIF]. Bar, 2 @ 51"wide x 140"long [VIF].</p>	8	7,890.00

To proceed with order, please provide a PO or sign and return a copy of this quote.  
Provide tax exempt documentation if applicable.

Thank you for this opportunity.

Customer Signature / Date

**Subtotal** \$92,300.00

**Sales Tax (8.0%)** \$0.00

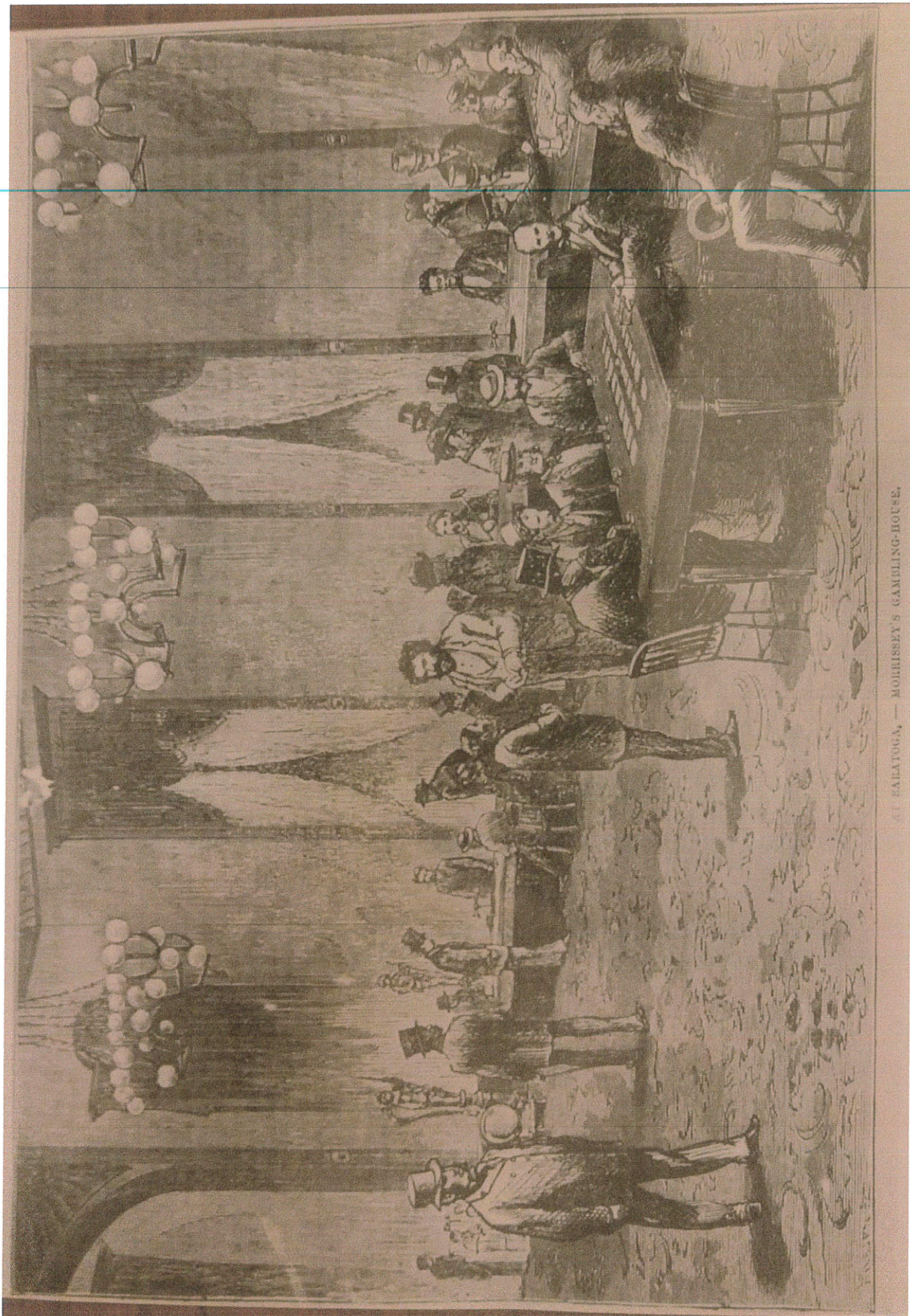
**Total** **\*\$92,300.00**

**\* ADD 5% OH&P FOR  
PCC CONTRACTING  
\$4615.00  
TOTAL = \$96,915.00**

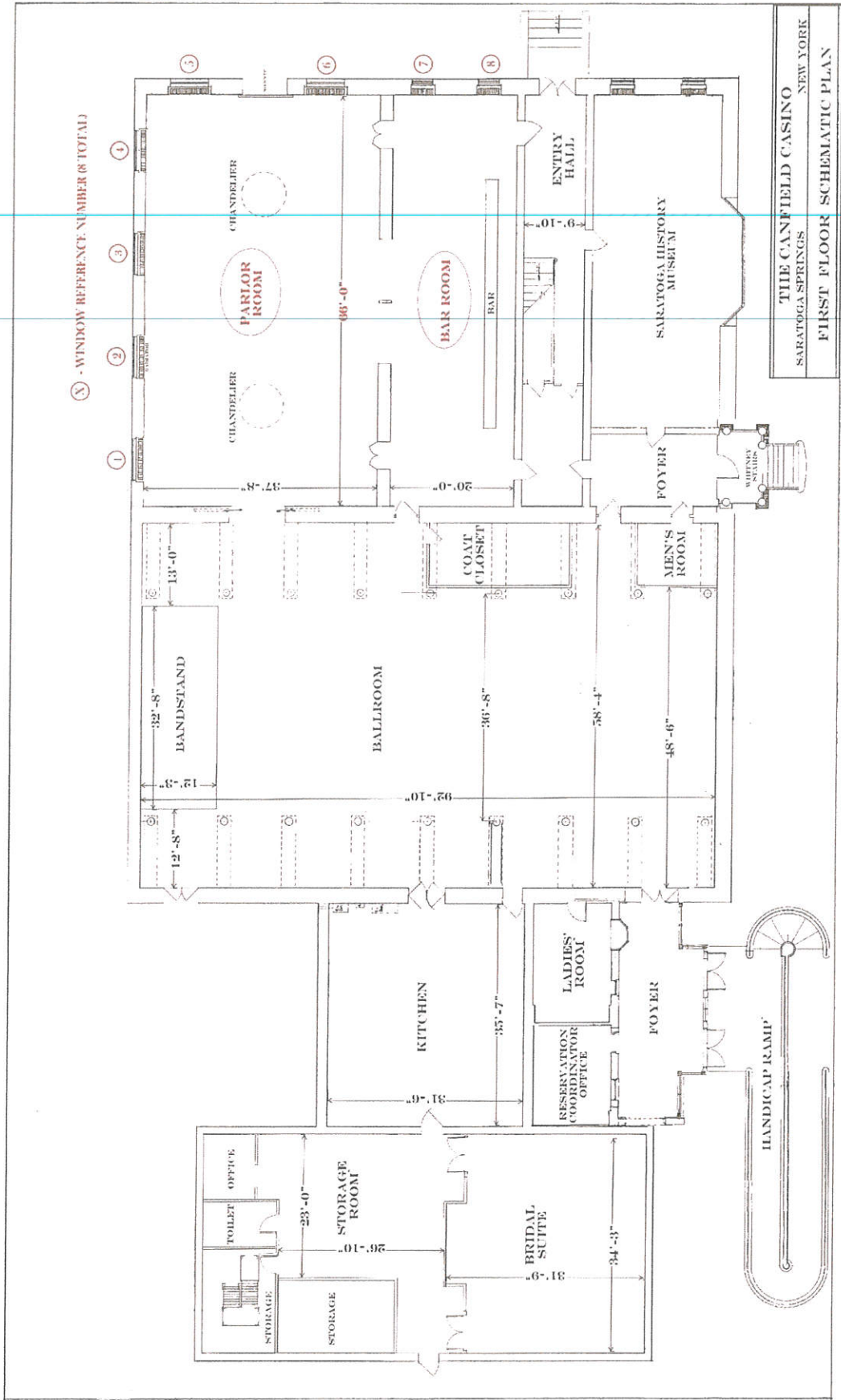












*Possible face fabric selection for Swags & Jabots.*



**Content**

100% FR-Polyester

**Application**

Fabric

**Vertical Repeat**

24.90 in (63.25 cm)

**Horizontal Repeat**

13.75 in (34.92 cm)

**Fire Codes**

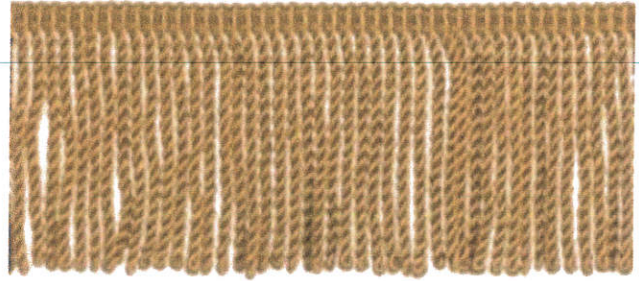
Passes ASTM-E84

UFAC Class I / NFPA 260

Passes NFPA 701

Boston Fire Test Bfd

IMO FTPC 7 & 8 (Drapes & Uph)



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### **12" Bright Gold Chainette Extra-Large Head Tassel**

Coordinates with our Bright Gold rope and fringe for decoration. Head diameter 1.75". Also available in 10" small, medium, large or 24" jumbo heads.





# CHANGE ORDER

## City of Saratoga Springs

No. 1

DATE OF ISSUANCE 1-31-24

EFFECTIVE DATE 2-7-24

OWNER City of Saratoga Springs

CONTRACTOR PCC Contracting Incorporated

Contact: Michael K. Lock

Project: \_\_\_\_\_

OWNER's Contract No. 2023-25

~~ARCHITECT~~

ENGINEER's Contract No. \_\_\_\_\_

ENGINEER ARCHITECT Mesick Cohen Wilson Baker, LLP

You are directed to make the following changes in the Contract Documents:

Description:

### Window Treatments

Reason for Change Order:

**New Window Treatments to be installed late March 2024**

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>829,400.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>  </u> to <u>  </u> : \$ <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>829,400.00</u>
Net increase (decrease) of this Change Order: \$ <u>96,915.00</u>
Contract Price with all approved Change Orders: \$ <u>926,315.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. <u>  </u> to <u>  </u> : Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED  
By: Deb LaBreche  
ENGINEER (Authorized Signature)

Digital signed by Deb LaBreche  
Date: 2024.01.31  
11:31:57-05'00'

Date: 1-31-24

APPROVED:  
By: \_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:  
By: Richard Martine  
CONTRACTOR (Authorized Signature)

Date: 1/31/2024



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2023

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).

<b>PRODUCER</b> The Reis Group 475 Washington Avenue PO Box 3967 Kingston NY 12401	<b>CONTACT NAME:</b> Maura Kelly <b>PHONE (A/C, No, Ext):</b> (845) 338-4656 <b>E-MAIL ADDRESS:</b> mkelly@reisinsurance.com <b>FAX (A/C, No):</b> (845) 338-4113														
<b>INSURED</b> PCC Contracting, Inc. 1861 Chrisler Avenue Schenectady NY 12303	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Insurance Co</td><td>040142</td></tr><tr><td>INSURER B: Ace American Insurance Co.</td><td>022667</td></tr><tr><td>INSURER C: Shelter Point Insurance Co</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: Zurich American Insurance Co	040142	INSURER B: Ace American Insurance Co.	022667	INSURER C: Shelter Point Insurance Co		INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Shelter Point Insurance Co															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** Mastercert 23/24**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Contractual	X	Y	GLO 1059480-05	3/1/2023	3/1/2024	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Limited EIFS						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS	X	Y	BAP 1059481-05	3/1/2023	3/1/2024	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			N1103551600	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	Y				\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 1059479-05	3/1/2023	3/1/2024	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Disability			D200257	6/1/2016	6/1/2999	continued until cancelled

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

#23121 - Woodlawn &amp; Walton Parking Deck - RFP 2023-48

RFP2023-48 - Woodlawn Ave &amp; Walton St. Parking Deck Repairs

City of Saratoga Springs, its officers, or its employees, Ryan Biggs / Clark Davis Engineering & Surveying, D.P.C., and all other parties required by contract are to be named as an additional insured on a primary, non-contributory basis including a Waiver of Subrogation..

**CERTIFICATE HOLDER****CANCELLATION**

City of Saratoga Springs  
Dept of Accounts  
474 Broadway, Suite 14  
Saratoga Springs, NE 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

P Casciaro, CIC, CSR

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ACORD 25 (2014/01)

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INS025 (201401)

**Request for Certification of Sufficient Funds**

Submittal Date: 1/31/24

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: PCC Contracting Incorporated

Project: RFP2023-25 Casino Ballroom Parlor&Bar Room

Appropriation – Current Budget Expense Org/Object/Proj(s): H3537112-52000-1165

Amount Requested for Approval: \$ 96,915.00



Current Amount Available: \$ 216,297.48

In PO 230844

Transfer/Amendment Pending: \$

Transfer/Amendment Date:

Department Head Signature

1/31/24

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...

Commissioner of Finance

2/1/2024

Approval Date



























































AN ORDINANCE TO AMEND CHAPTER 225 OF THE  
CODE OF THE CITY OF SARATOGA SPRINGS, NEW YORK  
ENTITLED, “VEHICLE AND TRAFFIC”

BE IT ORDAINED, by the City Council of the City of Saratoga Springs, New York, following a public hearing, as follows:

SECTION 1. Section 225-77 of the Code of the City of Saratoga Springs, entitled “Vehicle and Traffic – Schedule XII: Stop Intersections” is hereby amended to add the following:

<u>STOP SIGN ON</u>	<u>DIRECTION OF TRAVEL</u>	<u>AT INTERSECTION OF</u>
Joshua Road	South	Shaw Drive
Shaw Drive	South	East Broadway
Central Avenue	Both	Division Street
Division Street	Both	Newton Avenue
Division Street	Both	Central Avenue
Division Street	West	Outlook Avenue
Outlook Avenue	East	Central Avenue

SECTION 2. Section 225-94 of the Code of the City of Saratoga Springs, entitled “Vehicle and Traffic - Schedule XXIX: Alternate-Side-of-Street-Parking” is hereby amended to add the following:

Name of Street	From	To	Tuesday, Thursday, Saturday Parking on (side)
Joshua Road	Crescent Street	Shaw Drive	West
Shaw Drive	Joshua Street	East Broadway	West

SECTION 3. This ordinance shall take effect the day after publication as provided by the City Charter of the City of Saratoga Springs, New York.

DATED: August      , 2024

CITY COUNCIL OF THE CITY OF  
SARATOGA SPRINGS, NEW YORK

By: \_\_\_\_\_  
Dillon Moran, City Clerk



**Department of Public Safety  
Traffic Maintenance Division**

**January 19, 2024**

**RE: Request for an amendment to City Code Chapter 225**

Country Club Estate (project ID# 05.008) is a residential subdivision development located off Washington Street in the western section of the City. The development has been completed and the subdivision's streets have been accepted as Official City Streets as of the September 20<sup>th</sup>, 2022 council meeting.

As part of the subdivision Site Plan requirements, the Developer has installed a number of stop signs at various locations. Pursuant to New York State Vehicle and Traffic law Article 39, Subsection 1640-1; stop signs require codification by the Saratoga Springs City Council.

Therefore, the Traffic Maintenance Division requests the City Council to resolve to amend City Code Chapter 225, Article IX, Subsection 225-77 Schedule XII Stop Intersections as follows;

<b>Stop Sign On</b>	<b>Direction of Travel</b>	<b>At Intersection of</b>
Central Avenue	Both	Division Street
Division Street	Both	Newton Avenue
Division Street	Both	Central Avenue
Division Street	West	Outlook Avenue
Outlook Avenue	East	Central Avenue

Respectfully submitted by,

Andrew Krupski, Traffic Maintenance Manager



**Department of Public Safety  
Traffic Maintenance Division**

**January 19, 2024**

**RE: Request for an amendment to City Code Chapter 225**

Shaw Drive (project ID# 00.040) is a residential subdivision development located off East Broadway in the southern section of the City. The development has been completed and the subdivision's streets have been accepted as Official City Streets as of the September 20<sup>th</sup>, 2022 council meeting. .

As part of the subdivision Site Plan requirements, the Developer has installed a number of stop signs at various locations. Pursuant to New York State Vehicle and Traffic law Article 39, Subsection 1640-1; stop signs and alternate parking regulations require codification by the Saratoga Springs City Council.

Therefore, the Traffic Maintenance Division requests the City Council to resolve to amend City Code Chapter 225, Article IX, Subsection 225-77 Schedule XII Stop Intersections as follows;

<b>Stop Sign On</b>	<b>Direction of Travel</b>	<b>At Intersection of</b>
Joshua Road	South	Shaw Drive
Shaw Drive	South	East Broadway

Therefore, the Traffic Maintenance Division request the City Council resolve to amend City Code Chapter 225, Article IX Schedules, Subsection, 225-94 Schedule XXIX: Alternate-Side-of-Street Parking as follows;

<b>Name of Street</b>	<b>From</b>	<b>To</b>	<b>Tuesday, Thursday, Saturday Parking on (side)</b>
Joshua Road	Crescent Street	Shaw Drive	West
Shaw Drive	Joshua Street	East Broadway	West

Respectfully submitted by,

Andrew Krupski, Traffic Maintenance Manager



## 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: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



## City of Saratoga Springs, NY Contract

City Project Number: RFP 2023-52 \_\_\_\_\_ City Project Name: NYS DOH CERTIFIED INSTRUCTOR COORDINATOR \_\_\_\_\_  
City Department: PUBLIC SAFETY \_\_\_\_\_ Department Contact Person: Fire Department \_\_\_\_\_ City Ext. 3023 \_\_\_\_\_  
Company Name: ART BREault EMS CONCEPTS VENDOR #4589 \_\_\_\_\_  
Company Address: 1131 AB HEDGEWOOD LANE, NISKAYUNA, NY 12309 \_\_\_\_\_  
Company Telephone No.: 518-488-8211 \_\_\_\_\_ Company Fax No.: 518-372-8735 \_\_\_\_\_  
Vendor and/or Service Provider Primary Contact: ART BREault \_\_\_\_\_ Title: \_\_\_\_\_  
Primary Contact Email: [artbreault@gmail.com](mailto:artbreault@gmail.com) \_\_\_\_\_  
Service to be Provided: Education/Instruction \_\_\_\_\_  
Remit Name (If different from above): \_\_\_\_\_  
Remit Address: \_\_\_\_\_

1. **Scope of Agreement:** The vendor and/or service provider shall perform the following services on behalf of the City as a Certified Instructor Coordinator.

- Provide 96 hours of continued medical education to the employees of the Saratoga Springs Fire Department;
- Provide 32 hours of an American Heart Association Advanced Life Support Class;
- Provide signatures for all required Department of Health and Regional Emergency Medical Organization training documentation;
- Acquire from the Department of Health a course number covering training;

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 for one year from Council approval, with the option to extend the contract for one (1) one (1) year term from the expiration under the same terms as long as the extension is agreeable to both the City and the Contractor.** 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 **\$40,000.00 per annum (Forty thousand dollars and no cents per annum)**, payable in advance in two equal installments. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.

4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/**Commissioner of Public Safety** is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is **Art Breault, 1131 AB Hedgewood Lane, Niskayuna, NY 12309**. 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:**    **Art Breault, 1131 AB Hedgewood Lane, Niskayuna, NY 12309**

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:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Professional Healthcare Liability:** One Million Dollars per Claim Six Million Dollars Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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 contact as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court

of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.

11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.

20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

**City Certification:** In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

**Vendor and/or Service Provider Certification:** In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: \_\_\_\_\_ Date: 1/23/24

Print Name: Art Breault/EMSConcepts Title: Owner

City of Saratoga Springs' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: John Safford Title: Mayor City Council Approval Date: \_\_\_\_\_



HEALTHCARE PROVIDERS SERVICE  
ORGANIZATION PURCHASING GROUP



**Certificate of Insurance**  
**OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM**

Mail Date: 08/28/23

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0126480680-8	From: 11/01/23 to 11/01/24 at 12:01 AM Standard Time
<b>Name Insured and Address:</b> ARTHUR A BREault 1131 HEDGEWOOD LN NISKAYUNA, NY 12309-4602				<b>Program Administered by:</b> Nurses Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 1-800-247-1500 www.nso.com
<b>Medical Specialty</b>			<b>Code</b>	<b>Insurance Provided by:</b>
Registered Nurse			80964	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Medical Specialty is amended to include Consulting Services				

**Professional Liability** **\$1,000,000 each claim** **\$6,000,000 aggregate**

Your professional liability limits shown above include the following:

- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Indirect Sexual Misconduct included in the PL Limit shown above subject to \$25,000 aggregate sublimit

**Coverage Extensions**

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
<i>Includes Workplace Violence Counseling</i>				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA)	\$ 25,000	per incident	\$ 25,000	aggregate

**Workplace Liability**

Workplace Liability	Included in Professional Liability Limit shown above
Fire and Water Legal Liability	Included in the PL limit above subject to \$150,000 aggregate sub limit
Personal Liability	\$1,000,000 aggregate

**Total \$148.00**

**Premium reflects Employed, Full-time rate**

**Policy Forms and Endorsements** (Please see attached list of policy forms and endorsements)

**Chairman of the Board**

**Secretary**

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

**Coverage Change Date:**  
CNA93692 (11-2018)

**Endorsement Date:**

**Master Policy: 188711433**

## POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
G-121501-C (07-01)	Occurrence Policy Form
G-121503-C (07-01)	Workplace Liability Form
CNA82011 (04-15)	Related Claims Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
GSL13424 (05-09)	Services to Animals
GSL15563NY (04-10)	New York Information Privacy Coverage
GSL15565NY (04-10)	New York Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
CNA80052 (09-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
CNA80051 (09-14)	Amended Definition of Personal Injury Endorsement
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-123846-D31 (07-01)	New York Cancellation and Non-Renewal
G-123813-C31 (01-02)	New York Amendatory Change
GSL18064NY (04-10)	New York Amendatory Endorsement
GSL10550NY (07-08)	New York Amendatory Endorsement
GSL11892NY (03-09)	New York Amendatory Endorsement
GSL-5587-NY (02-10)	Consulting Services Liability Endorsement - New York

Self-employed individuals may be eligible for General Liability coverage subject to underwriting approval. Should an individual practitioner's status change from self-employed to employed, general liability coverage will be deleted and replaced with workplace liability. Please contact Nurses Service Organization for details.

Form #: CNA93692 (11-2018)

Master Policy #: 188711433

Named Insured: ARTHUR A BREAUT

Policy #: 0126480680-8



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/20/2023

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).

<b>PRODUCER</b> BizInsure LLC 2950 Buskirk Ave Suite 300 Walnut Creek, CA. 94597,USA	<b>CONTACT NAME:</b> Pavel Yurkov <b>PHONE (A/C, No, Ext):</b> 1-877-900-9998 <b>E-MAIL ADDRESS:</b> support@bizinsure.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hiscox <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 10200
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**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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"/> PROJECT <input type="checkbox"/> LOC	X X	HSX2GL105729-01	11/19/2023	11/19/2024	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 - COM/POP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	HSX2GL105729-01	11/19/2023	11/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 0 BODILY INJURY (Per person) \$ 0 BODILY INJURY (Per accident) \$ 0 PROPERTY DAMAGE (Per accident) \$ 0 CGL Hired/Non-Owned Auto (each occurrence) \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <b>RETENTION \$</b>					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

As required by contract, Certificate Holder is included as an additional Insured on the General Liability, per form CGL E5421.

## CERTIFICATE HOLDER

City of Saratoga Springs  
474 Broadway  
SARATOGA SPRINGS, NY 12866

LOAN #:

ID #:

## 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

*Pavel Yurkov*

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**Workers'  
Compensation  
Board**

**Certificate of Attestation of Exemption  
from New York State Workers' Compensation and/or  
Disability and Paid Family Leave Benefits Insurance Coverage**

***\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

**Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.**

**In the Application of  
(Legal Entity Name and Address):**

Arthur A Breault  
DBA: EMS Concepts  
1131 Hedgewood Ln  
Niskayuna, NY 12309-4602  
PHONE: 518-488-8211 FEIN: XXXXX3836

**Business Applying For:  
Contract with Government Agency**

**From: City of Saratoga Springs**

**Workers' Compensation Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

**Disability and Paid Family Leave Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business **MUST** be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, Arthur A. Breault, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

**SIGN  
HERE**

**Signature:**

**Date:**

11/21/23

**Exemption Certificate Number  
2023-082622**

**Received  
November 21, 2023  
NYS Workers' Compensation Board**



## City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services

Company Name: EMS Concepts  
Company Address: 1131 Hedgewood Lane  
Company Telephone No.: 518-488-8311 Company Fax No.: \_\_\_\_\_  
Consultant Primary Contact for This Project: Art Breault Title: Owner

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City of Saratoga Springs as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Three Million Dollars per Occurrence Aggregate;
- **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;
- **Professional Errors and Omissions Insurance:** Two Million per Claim Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within ten business (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 Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work. 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.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or

decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

Consultant, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Consultant Signature:  Date: 11/21/23

**NYS DOH Certified Instructor Coordinator RFP 2023-52 Bid Results**

**EMS Concepts**

Arthur Breault  
1131 Hedgewood Lane  
Niskayuna, NY 12309  
[artbreault@icloud.com](mailto:artbreault@icloud.com)

<b>Total Bid</b>	<b>Purchasing</b>	<b>Risk and Safety</b>
\$40,000.00	Meets requirements.	Approved.

**Request for Certification of Sufficient Funds****Submittal Date: 1-23-24**

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):

Nielsen Ford of Morristown, Inc.

2023 Police Interceptor SUV

Appropriation – Current Budget Expense Org/Object/Proj(s): A-31-4-3122 / 52400 & A-31-4-3122 / 52620

Amount Requested for Approval: \$32,551.00

Current Amount Available: \$0.00

Transfer/Amendment Pending: \$32,551.00

Transfer/Amendment Date: 2-6-24

Appropriation – Current Budget Expense Org/Object/Proj(s): A-31-4-3122 / 52620

Amount Requested for Approval: \$13,949.80

Current Amount Available: \$78,451.11

Transfer/Amendment Pending: \$

Transfer/Amendment Date:

Department Head Signature

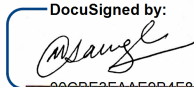


Date 1/23/24

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:



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1/24/2024

Commissioner of Finance

Approval Date













































































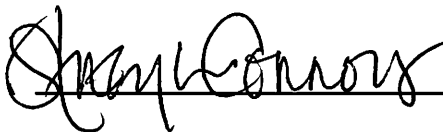






CITY OF SARATOGA SPRINGS  
BUDGET AMENDMENT REQUEST  
DEPARTMENT Accounts  
FOR THE CITY COUNCIL MEETING 6-Feb-24

REVENUE ORG/OBJECT	AMOUNT	EXPENDITURE ORG/OBJECT	AMOUNT
A094-42680	32,551.00	A3143122-52400	32,551.00
INSRE4	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
TOTALS	\$ 32,551.00		\$ 32,551.00

APPROVED BY  2/18/2024

*In accordance with section 4.4.10 of the City Charter and the City's budget amendment policy, all amendments shall be accompanied by written justification, including the financing source. Please provide explanation on this form, or if necessary attach a separate sheet.*

**Explanation - Use additional sheets if necessary**

Travelers Reimbursement: SSFD File Numer AD ZD5461 T - Total Loss Settlement | Comprehensive - Fire

DEPOSIT MEMORANDUM  
OFFICE OF Department of Public Safety  
CITY OF SARATOGA SPRINGS

To: Department of Public Safety – SSPD Chief T. McIntosh  
From: Accounts Department – Barbara Brindisi  
Date: January 18, 2024  
Re: Deposit – Total Loss Settlement

Please deposit the attached Travelers Check – Comprehensive Fire – Total Loss Settlement as follows:

File Number: 007 AD FZD5461 T  
Loss Date: 01.01.2023  
Total Loss Settlement – Comprehensive - Fire

Total Cash: \$ 0

Total Check: \$ 32,551.00

Grand Total: \$ 32,551.00 Charge Code: INSRE4 / A094-43680

Thank you.

Timing. Any City funds that are received by any city department, employee, or entity, in any form and under any circumstances, shall be given to the Office of the Commissioner of Finance within five business days. In the event of a donation, delivery shall occur following City Council acceptance.

An adding machine tape shall be submitted with this memo to verify totals are accurate.

Approval. All funds collected must be done so in accordance with the fee schedule approved annually by the City Council or by local law, code, etc. Funds collected without appropriate authorization will be returned to the appropriate party.

THE TRAVELERS - TRAVELERS TOTAL LOS  
TRAVELERS TOTAL LOSS - SALVAGE  
60 LAKEFRONT BLVD.  
BUFFALO NY 14202

SA01588

896D 98257758

Received

JAN 17 2024

CITY OF SARATOGA SPRINGS Accounts Department  
474 BROADWAY STE 11  
SARATOGA SPGS NY 12866

TRAVELERS

DATE: 01/11/24  
LOSS DATE: 11/11/23  
FILE NUMBER: 007 AD FZD5461 T

AGENT:  
ADIRONDACK TRUST COMPANY

ACCOUNT NAME:  
CITY OF SARATOGA SPRINGS

THE TRAVELERS INDEMNITY COMPANY

## EXPLANATION OF PAYMENT

Comprehensive - Fire \$32551.00  
TOTAL PAID \$32551.00

TOTAL LOSS SETTLEMENT

FOR ADDITIONAL INFORMATION, CONTACT: CUSTOMER SERVICE UNIT AT (877)331-0238

011001622  
DETACH CHECK

UNSUMM -111311  
OVRPUN2-121295  
DETACH CHECK

THIS DOCUMENT HAS A RED BACKGROUND - BORDER CONTAINS MICRO PRINTING AND AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Citibank, N.A.  
One Penns Way  
New Castle DE 19720

TRAVELERS

60 LAKEFRONT BLVD.  
BUFFALO NY 14202  
(877)331-0238

896D 98257758

62-20  
311

DATE 01/11/24 ACCOUNT NUMBER J99 FILE NUMBER 007 AD FZD5461 T

VOID IF NOT PRESENTED WITHIN  
ONE YEAR AFTER DATE OF ISSUE

THIRTY TWO THOUSAND FIVE HUNDRED FIFTY ONE AND 00/100

PAY: \$\*\*\*32,551.00

AMS

PAY  
TO THE  
ORDER OF CITY OF SARATOGA SPRINGS  
474 BROADWAY STE 11  
SARATOGA SPGS NY 12866

003245  
SA01588

*Larry Mills*  
AUTHORIZED SIGNATURE

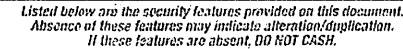
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**ENDORSE HERE**

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE



**Results of check alteration:**

- Will appear as broken line if altered or copied.
- Absence of the words "Original Document" on the back of the document.
- Will not appear in paragraph when color copied.
- Enhanced visibility of all other security features on document. Must be visible on face and back.
- When chemically altered, the area affected will have a blue or brown stain.
- Absence of the words "Original Document" on the back of the check.

Other security features may be included on this document and yet not listed above. The features should be apparent upon visible inspection of the document.

© Forged documents are not for sale at the Office of the Secretary of the State.



# NIELSEN FORD

170 Ridgedale Ave.  
Morristown, NJ 07960

Quote

To:	From:
Saratoga Springs PD	Jim Longobardi
Mini Bid 2023-1	Phone/Fax: (973) 319-7006 / (973) 884-2650
	Vehicle: Nielsen Fleet
	Pick Up: 31 Williams Parkway
	Location: East Hanover, NJ 07936

## 2023 POLICE INTERCEPTOR SUV NY Contract 23166

Engine: 3.3L V6 Direct-Injection Hybrid System	Radio: AM/FM/MP3 Capable
Transmission: 10-Speed Automatic	Streaming Audio
3.73 Axle Ratio	Integrated Roof Antenna
50 State Emission System Flexible Fuel Vehicle	Wireless Phone Connectivity
the 3.3L V6 Direct-Injection engine.	1 LCD Monitor In The Front
Transmission w/Oil Cooler	8-Way Driver Seat
Automatic Full-Time All-Wheel Drive	Passenger Seat
Engine Oil Cooler	35-30-35 Fold Forward Seatback Rear Seat
H8 AGM Battery (900 CCA/92-amp)	Manual Tilt/Telescoping Steering Column
Hybrid Electric Motor 220 Amp Alternator	Gauges -inc: Speedometer, Odometer, Engine Coolant
Police/Fire	Power Rear Windows and Fixed 3rd Row Windows
GVWR: TBD	Remote Releases -Inc: Power Cargo Access
Gas-Pressurized Shock Absorbers	Cruise Control w/Steering Wheel Controls
Front And Rear Anti-Roll Bars	Dual Zone Front Automatic Air Conditioning
Electric Power-Assist Steering	HVAC -inc: Underseat Ducts
19 Gal. Fuel Tank	Locking Glove Box
Dual Stainless Steel Exhaust	Driver Foot Rest
Permanent Locking Hubs	Unique HD Cloth Front Bucket Seats w/Vinyl Rear
Strut Front Suspension w/Coil Springs	Full Cloth Headliner
Multi-Link Rear Suspension w/Coil Springs	Urethane Gear Shift Knob
Regenerative 4-Wheel Disc Brakes w/ ABS	Day-Night Rearview Mirror
Lithium Ion Traction Battery	Driver And Passenger Visor Vanity Mirrors
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Mini Overhead Console w/Storage
Tires: 255/60R18 AS BSW	Front And Rear Map Lights
Steel Spare Wheel	Fade-To-Off Interior Lighting
Spare Tire Mounted Inside Under Cargo	Full Vinyl/Rubber Floor Covering
Clearcoat Paint	Carpet Floor Trim
Body-Colored Front Bumper w/Black Rub Strip	Cargo Features -inc: Cargo Tray/Organizer
Body-Colored Rear Bumper w/Black Rub Strip	Cargo Space Lights
Body-Colored Bodyside Cladding	Smart Device Integration
Black Side Windows Trim	Dashboard Storage, Driver And Passenger Door Bins
Black Door Handles	Power 1st Row Windows w/1-Touch Up/Down
Black Power Side Mirrors w/Convex Spotter	Delayed Accessory Power
Fixed Rear Window w/Fixed Interval Wipe	Power Door Locks
Deep Tinted Glass	Systems Monitor
Speed Sensitive Variable Intermittent Wipers	Redundant Digital Speedometer
Front Windshield -inc: Sun Visor Strip	Trip Computer
Galvanized Steel/Aluminum Panels	Analog Display
Lip Spoiler	Seats w/Vinyl Back Material
Liftgate Rear Cargo Access	Manual Adjustable Front Head Restraints
Tailgate/Rear Door Lock Included	2 12V DC Power Outlets
Led Low/High Beam Headlamps	Air Filtration
LED Brakelights	Dual Stage Driver/Passenger Seat-Mounted Side Airbags
ABS And Driveline Traction Control	Tire Specific Low Tire Pressure Warning
Side Impact Beams	Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor	Curtain 1st And 2nd Row Airbags
Passenger Knee Airbag	Outboard Front Lap And Shoulder Safety Belts
Rear Child Safety Locks	Back-Up Camera w/Washer
Noise Suppression Bonds (Ground Straps)	Underbody Deflector Plate
Heated Sideview Mirrors	Reverse Sensing System

**Base Price \$ 47,165.00**

	<b>Destination</b>	<b>\$</b>	<b>1,495.00</b>
	<b>Options for Interceptor SUV</b>		
	Color: Black		
99B	Add Engine: 3.3L V6 Direct-Injection (FFV)	\$	(2,830.00)
44U	Transmission: 10-Speed Automatic	\$	-
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$	-
60R	Noise Suppression Bonds (Ground Straps)	\$	100.00
549	Heated Sideview Mirrors	\$	60.00
76R	Reverse Sensing System	\$	275.00
153	Front License Plate Bracket	\$	-
43D	Courtesy Lamp Disabled	\$	25.00
51T	Driver Only LED Spot Lamp	\$	420.00
59B	Keyed Alike - 1284x	\$	50.00
68G	Rear Door Lock/Windows Inop	\$	75.00
86T	Tail Lamp Interceptor Housing Drilled	\$	60.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$	50.00
18D	Global Lock / Unlock Feature	\$	-
87R	Rear View Camera -inc: Displayed in Rear View Mirror	\$	-
59W	Delete Wi-Fi	\$	(20.00)
61B	OBD-II Split Connector	\$	55.00
Delivery to Customer		\$	-
	<b>Option Total</b>	<b>\$</b>	<b>(1,680.00)</b>
	<b>NYS Base</b>	<b>\$</b>	<b>46,980.00</b>
	<b>NY Bid Discount</b>		<b>1.02%</b>
	<b>NY Base Total</b>	<b>\$</b>	<b>46,500.80</b>

NYS Aftermarket  
NYS Price for Vehicle \$ 46,500.80  
**Total 1 Vehicles \$ 46,500.80**

Quote is good for 20 Days

Date: 1/18/2024

To accept this quotation, sign here and return: \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**NIELSEN FORD OF MORRISTOWN, INC.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**170 RIDGEDALE AVE.**

Requester's name and address (optional)

6 City, state, and ZIP code

**MORRISTOWN, NJ 07960**

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

88 - 26 67 43 4

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ► **SEPTEMBER 21, 2023**

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



## Group 40440, Award 23166, Vehicles, Class 1-8

### Form A (Single OEM Specific Make/Model): *Mini-Bid Request*

<b>MINI-BID SUMMARY</b>	
Mini-Bid Name	OGS 23166 - 2023-1 - (3) Ford Police Interceptor - Saratoga Springs Police Department
Mini-Bid Reference Number	2023-1
Mini-Bid Release Date	11/10/2023
Mini-Bid Response Due Date	11/17/2023
Mini-Bid Response Due Time (Eastern Time)	10:00 AM
Purchased or leased?	Purchased
<b>BUYER CONTACT INFORMATION</b>	
State or Non-State Entity?	Non-State
Authorized User Entity Name	Saratoga Springs Police Department
Town/Village/City & County	Saratoga Springs ,Saratoga"County
Primary Contact Name & Title	Tyler McIntosh, Chief of Police
Primary Contact Email & Phone	tmcintosh@saratogapolice.org, 518-703-4081
Secondary Contact Name & Title	Enter Data on Form A
Secondary Contact Email & Phone	Enter Data on Form A
<b>MINI-BID PROCESS</b>	
Anticipated method and timeframe for purchase	One-time purchase for the total number of Vehicles requested
Type of Vehicle(s) requested	Specific Vehicle(s)
Type of Vehicle Order	Vehicle(s) Built to Specifications
If Built to Specifications, Pre-Existing Inventory Vehicle(s) also considered?	Yes
If Pre-Existing Inventory, Vehicle(s) Built to Specifications also considered?	N/A, "Pre-Existing Inventory Vehicle(s)," were not specified for Question 2.0
Method of Award for "Vehicle(s) Built to Specifications"	Lowest price to a single contractor
Method of Award for "Pre-Existing Inventory Vehicle(s)"	Lowest price to a single contractor
<b>VEHICLE INFORMATION</b>	
Number of Vehicles	3
Vehicle Type	MPV/SUV, Mid-Size
Model Year	2022 or newer
Other Model Years considered?	Enter Data on Form A
Make	Ford
Model and Trim Level	Police Interceptor
Model Code	Enter Data on Form A
Cab Type	Enter Data on Form A
Drive Type	AWD (All Wheel Drive)
Fuel Type	Gasoline Only
Aftermarket Components Provider	See "Additional Vehicle Specifications" document
<b>ADDITIONAL SPECIFICATIONS</b>	
Additional Vehicle Specifications File Name	OGS 23166 - 2023-1 - (3) Ford Police Interceptor - Saratoga Springs Police Department - Specs
<b>DELIVERY INFORMATION</b> (If "Multiple" is listed, see the Additional Specifications document for all delivery locations)	
Delivery Date	No specific date - asap
Delivery Location Name	Saratoga Springs Public Safety Garage
Number of Vehicles to be delivered to this location	3
Delivery Address	58 Excelsior Ave
Delivery City, State, Zip Code	Saratoga Springs, NY 12866

Delivery County	Saratoga County
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**Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)**

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 9/12/23

Part A: Mini-Bid and Contractor Information		
Mini-Bid Questions		Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <a href="#">Mini-Bid Request</a> )	262311
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <a href="#">Click on yellow box and use drop-down menu</a>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <a href="#">Click on yellow box and use drop-down menu</a>	No, Part B of this form has been left blank.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <a href="#">Click on yellow box and use drop-down menu</a>	Yes, Part C of this form has been completed.
<b>2. Contractor Information</b>		
2.1	FBI Legal Business Name, including DBA if applicable	Nixsen Ford of Metropolitan Inc.
2.2	OSS Contract Number (e.g., PC12345)	23166
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	680667434
2.4	NYS Vendor ID Number (e.g., 1000012345)	1100278967
<b>3.6 Primary Contact Information</b>		
3.1	Contact Name	Jim Longobardi
3.2	Contact Email	<a href="mailto:jim@nixonford.com">jim@nixonford.com</a>
3.3	Contact Phone (1)	973-319-7000
3.4	Contact Phone (2)	973-319-7000
<b>4.6 Secondary Contact Information</b>		
4.1	Contact Name	Brooks Burton
4.2	Contact Email	<a href="mailto:brooks@nixonford.com">brooks@nixonford.com</a>
4.3	Contact Phone (1)	973-319-7000
4.4	Contact Phone (2)	973-319-7000

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid		Contractor Response
<b>1.0 General Questions (Built to Spec)</b>		
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle(s) (Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request)?	
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
<b>2.0 Vehicle Offered (Built to Spec)</b>		
2.1	Model Year (e.g. 2023, 2024)	
2.2	Make (e.g., Ford, Chevrolet, Dodge)	
2.3	Model Code (e.g., Taurus, Tahoe, Grand Caravan, and Trim Level (e.g., SE, LE, XL)	
2.4	Model Code (the OEM code used to identify a particular sub-model of a Vehicle Model)	
2.5	Drive Type <u>Click on yellow box and use drop-down menu</u> If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type <u>Click on yellow box and use drop-down menu</u> If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Altmarket Companies Provider(s), if applicable. If not applicable, enter "N/A."	
<b>3.0 Additional Information (Built to Spec)</b>		
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Responses Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Altmarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A."	
<b>4.0 Vehicle Price Worksheet (Built to Spec)</b>		<b>Price</b>
<b>4.1 NYS Base MSRP</b>		
<b>NYS Discount</b> (Type a number only (e.g., 5.5). Do not type a percentage sign (%) after the number. For 5.5% type 5.5, not 0.055)		
<b>NYS Base Price</b> (Automatically calculated: NYS Base MSRP minus NYS Discount)		\$0.00
<b>NYS Altmarket Components Price</b> (If there are no Altmarket Components, leave blank)		
<b>NYS Price for the Vehicle</b> (Automatically calculated: NYS Base Price plus NYS Altmarket Component Price)		\$0.00
<b>Number of Vehicles</b> (This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request)		
<b>Total Price for Mini-Bid</b> (Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles)		Enter Pricing

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid		
General Questions (Pre-Existing)		Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested vehicle? (color and yellow and are drop-down menu) (Note: General specifications, and "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive.)	Do the vehicles are identified in Section C-2 of this form.
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be subject for at least ten (10) calendar days after award? (Note: Bidders are required to follow the Mini-Bid response submitted deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract per Section 2.4 "Procurement Method, Paragraph C: Timetable for Offers in Mini-Bid") [click on yellow box and see drop-down menu]	Yes
2.0	Additional Information (Pre-Existing)	
<p>1. Do you supply all items and deviations from Authorized User Specifications, or other additional information applicable to the Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they can be considered and approved by the Authorized User prior to the Mini-Bid opening. Deviations not submitted by the deadline will not be considered for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".</p>		
<p>Driver side door latch only. No door lock plungers. No police Engine Idle feature. Vehicles include: Global Interlock MD Country/Dispatch 4x30 Spot Lamp D2 LED 21" Heated Power Mirrors 4x40</p>		
3.0 Vehicle Price Worksheet (Pre-Existing)		

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium
001	2023	Ford	Interceptor Utility	KBA	Black	Black
002	2023	Ford	Interceptor Utility	KBA	Black	Black
003	2023	Ford	Interceptor Utility	KBA	Black	Black
004						
005						
006						
007						
008						
009						
010						
011						
012						
013						
014						
015						

**Zimbra**

**tmcintosh@saratogapolice.org**

---

**RE: Pre-Existing Ford Interceptors**

---

**From :** Jim Longobardi <jiml@nielsenfleet.com>

Thu, Jan 18, 2024 07:16 AM

**Subject :** RE: Pre-Existing Ford Interceptors

 3 attachments

**To :** Tyler McIntosh <tmcintosh@saratogapolice.org>

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---

Good morning Tyler,

Please see attached updated quote.

I have also attached our W9 incase that is needed.

Stay safe,

Jim

---

**From:** Tyler McIntosh <tmcintosh@saratogapolice.org>  
**Sent:** Wednesday, January 17, 2024 8:09 PM  
**To:** Jim Longobardi <jiml@nielsenfleet.com>  
**Cc:** Eric Warfield <fwarfield@saratogapolice.org>; karen perrino <karen.perrino@saratoga-springs.org>; danielle willard <danielle.willard@saratoga-springs.org>  
**Subject:** Re: Pre-Existing Ford Interceptors

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[2 11 6 4 2 2 2 2 2 4;](#) } @font-face {font-family:"Cambria Math"; panose-1:2 4 5 3 5 4 6 3 2 4;} @font-face {font-family:Calibri; panose-1:2 15 5 2 2 2 4 3 2 4;} p.MsoNormal, li.MsoNormal, div.MsoNormal {margin:0in; font-size:11.0pt; font-family:"Calibri",sans-serif;} a:link, span.MsoHyperlink {mso-style-priority:99; color:blue; text-decoration:underline;} span.object {mso-style-name:object;} span.EmailStyle21 {mso-style-type:personal-reply; font-family:"Calibri",sans-serif; color:windowtext;} .MsoChpDefault {mso-style-type:export-only; font-size:10.0pt; mso-ligatures:none;} @page WordSection1 {size:8.5in 11.0in; margin:1.0in 1.0in 1.0in 1.0in;} div.WordSection1 {page:WordSection1;} -->  
Hello Jim,

Can we get an updated quote based on the same bid for one vehicle. Karen is our purchasing coordinator and will be able to assist with the purchasing paperwork. Thank you and please reach out with any questions.

Respectfully,

Tyler McIntosh  
Chief of Police  
Saratoga Springs Police Department  
5 Lake Avenue  
Saratoga Springs, NY 12866  
Office Phone: (518) 584-1800 x 3419



---

**From:** "jiml" <[jiml@nielsenfleet.com](mailto:jiml@nielsenfleet.com)>  
**To:** "Tyler McIntosh" <[tmcintosh@saratogapolice.org](mailto:tmcintosh@saratogapolice.org)>  
**Cc:** "Eric Warfield" <[fwarfield@saratogapolice.org](mailto:fwarfield@saratogapolice.org)>, "placijan" <[placijan@saratogapolice.org](mailto:placijan@saratogapolice.org)>  
**Sent:** Thursday, January 11, 2024 4:08:34 PM  
**Subject:** RE: Pre-Existing Ford Interceptors

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---

Hi Tyler,

Sounds good. I will watch for the PO.

Stay safe,

Jim

---

**From:** Tyler McIntosh <[tmcintosh@saratogapolice.org](mailto:tmcintosh@saratogapolice.org)>  
**Sent:** Thursday, January 11, 2024 3:45 PM  
**To:** Jim Longobardi <[jiml@nielsenfleet.com](mailto:jiml@nielsenfleet.com)>  
**Cc:** Eric Warfield <[fwarfield@saratogapolice.org](mailto:fwarfield@saratogapolice.org)>; Pat Lacijan <[placijan@saratogapolice.org](mailto:placijan@saratogapolice.org)>  
**Subject:** Re: Pre-Existing Ford Interceptors

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[2 4 5 3 5 4 6 3 2 4](#); } @font-face {font-family:Calibri; panose-1:[2 15 5 2 2 2 4 3 2 4](#); } p.MsoNormal, li.MsoNormal, div.MsoNormal {margin:0in; font-size:11.0pt; font-family:"Calibri",sans-serif;} span.EmailStyle19 {mso-style-type:personal-compose; font-family:"Calibri",sans-serif; color:windowtext;} .MsoChpDefault {mso-style-type:export-only; font-size:10.0pt; mso-ligatures:none;} @page WordSection1 {size:8.5in 11.0in; margin:1.0in 1.0in 1.0in 1.0in;} div.WordSection1 {page:WordSection1;} -->

Excellent Jim, thank you. The attached specs will work for us and we would like to purchase one of these vehicles. We will start working on the purchasing process, thank you.

Respectfully,

Tyler McIntosh  
Chief of Police  
Saratoga Springs Police Department  
5 Lake Avenue  
Saratoga Springs, NY 12866  
Office Phone: [\(518\) 584-1800](tel:5185841800) x 3419



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**From:** "jiml" <[jiml@nielsenfleet.com](mailto:jiml@nielsenfleet.com)>  
**To:** "Tyler McIntosh" <[tmcintosh@saratogapolice.org](mailto:tmcintosh@saratogapolice.org)>  
**Sent:** Thursday, January 11, 2024 2:54:08 PM  
**Subject:** RE: Pre-Existing Ford Interceptors

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Hi Tyler,

Yes, we still have some left. You can buy one off the previous bid response if that would be easiest for you. Please see attached quote with options included in our in stock vehicles.

Thank you,

Jim

Jim Longobardi  
Nielsen Fleet  
31 Williams Parkway  
East Hanover, NJ 07936  
[JimL@nielsenfleet.com](mailto:JimL@nielsenfleet.com)  
[973-319-7006](tel:9733197006)  
f [973-884-2650](tel:9738842650)



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**From:** Tyler McIntosh <[tmcintosh@saratogapolice.org](mailto:tmcintosh@saratogapolice.org)>  
**Sent:** Thursday, January 11, 2024 2:34 PM

**To:** Jim Longobardi <[jiml@nielsenfleet.com](mailto:jiml@nielsenfleet.com)>

**Subject:** Pre-Existing Ford Interceptors

This email was sent from outside your organisation, yet is displaying the name of someone from your organisation. This often happens in phishing attempts. Please only interact with this email if you know its source and that the content is safe.

Hello Jim,

Hope all is well. We recently had one of our Ford Interceptors totaled due to an accident and I am in search of a replacement vehicle. Would you happen to have any pre-existing inventory? If so, anything similar to the attached specs, would not need to be exact? Thank you.

Respectfully,

Tyler McIntosh  
Chief of Police  
Saratoga Springs Police Department  
5 Lake Avenue  
Saratoga Springs, NY 12866  
Office Phone: [\(518\) 584-1800](tel:5185841800) x 3419







**Saratoga Springs PD 2023-1 1-18-2023 2023 Ford Police Interceptor Utility  
(Gas).pdf**

55 KB



**Nielsen Ford W9 9-21-2023.pdf**

1 MB

Zimbra

tmcintosh@saratogapolice.org

**NYS Vehicle Marketplace - Award Notification for BID REQUEST - OGS 23166 - 2023-1 - (3) Ford Police Interceptor - Saratoga Springs**

**From :** Tyler McIntosh <tmcintosh@saratogapolice.org>  
**Subject :** NYS Vehicle Marketplace - Award Notification for BID REQUEST - OGS 23166 - 2023-1 - (3) Ford Police Interceptor - Saratoga Springs

Fri, Nov 17, 2023 01:04 PM

 1 attachment

**To :** mmoscato <mmoscato@delacyford.com>

**Cc :** karen perrino <karen.perrino@saratoga-springs.org>,  
danielle willard <danielle.willard@saratoga-springs.org>

Hello Mark,

Thank you for submitting a bid in response to the above referenced Mini-Bid conducted under the New York State Office of General Services (OGS) centralized contract for Vehicles, Class 1-8 (Group 40440, Award 23166). Based on an evaluation of the bids submitted we have made an award determination and your company's bid has been selected for award for this Mini-Bid.

A tabulation of the bids received and their ranking is provided in the following table:

Rank	Bidder (#)	Mini-Bid #	Contractor	Contract #	Grand Total/Total Price for Mini-Bid
1	Built to Spec	23166 -2023-1	Delacy Ford		134,477.25
2	Pre-Existing	23166 -2023-1	Nielson Ford		139,502.40

We appreciate your interest in the Mini-Bid and look forward to working with you on this vehicle purchase.

**Can you please respond with an official quote from your company and Karen Perrino from purchasing will assist with the completion of the required purchasing documents. Thank you.**

Respectfully,

Tyler McIntosh  
Chief of Police  
Saratoga Springs Police Department  
5 Lake Avenue  
Saratoga Springs, NY 12866  
Office Phone: (518) 584-1800 x 3419  
Fax: (518) 584-1744  
e-mail: tmcintosh@saratogapolice.org

**From:** "mmoscato" <mmoscato@delacyford.com>  
**To:** "Tyler McIntosh" <TMCINTOSH@SARATOGAPOLICE.ORG>  
**Sent:** Monday, November 13, 2023 1:39:30 PM  
**Subject:** 2024 POLICE BID

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Mark Moscato  
Delacy Ford  
Manager  
716-668-1200 x109  
716-668-0072 fax  
[mmoscato@delacyford.com](mailto:mmoscato@delacyford.com)



**2023 POLICE 3 SARATOGA.xlsx**  
33 KB

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## Group 40440, Award 23166, Vehicles, Class 1-8

### Form A (Single OEM Specific Make/Model): *Mini-Bid Request*

<b>MINI-BID SUMMARY</b>	
Mini-Bid Name	OGS 23166 - 2023-1 - (3) Ford Police Interceptor - Saratoga Springs Police Department
Mini-Bid Reference Number	2023-1
Mini-Bid Release Date	11/10/2023
Mini-Bid Response Due Date	11/17/2023
Mini-Bid Response Due Time (Eastern Time)	10:00 AM
Purchased or leased?	Purchased
<b>BUYER CONTACT INFORMATION</b>	
State or Non-State Entity?	Non-State
Authorized User Entity Name	Saratoga Springs Police Department
Town/Village/City & County	Saratoga Springs ,Saratoga"County
Primary Contact Name & Title	Tyler McIntosh, Chief of Police
Primary Contact Email & Phone	tmcintosh@saratogapolice.org, 518-703-4081
Secondary Contact Name & Title	Enter Data on Form A
Secondary Contact Email & Phone	Enter Data on Form A
<b>MINI-BID PROCESS</b>	
Anticipated method and timeframe for purchase	One-time purchase for the total number of Vehicles requested
Type of Vehicle(s) requested	Specific Vehicle(s)
Type of Vehicle Order	Vehicle(s) Built to Specifications
If Built to Specifications, Pre-Existing Inventory Vehicle(s) also considered?	Yes
If Pre-Existing Inventory, Vehicle(s) Built to Specifications also considered?	N/A, "Pre-Existing Inventory Vehicle(s)," were not specified for Question 2.0
Method of Award for "Vehicle(s) Built to Specifications"	Lowest price to a single contractor
Method of Award for "Pre-Existing Inventory Vehicle(s)"	Lowest price to a single contractor
<b>VEHICLE INFORMATION</b>	
Number of Vehicles	3
Vehicle Type	MPV/SUV, Mid-Size
Model Year	2022 or newer
Other Model Years considered?	Enter Data on Form A
Make	Ford
Model and Trim Level	Police Interceptor
Model Code	Enter Data on Form A
Cab Type	Enter Data on Form A
Drive Type	AWD (All Wheel Drive)
Fuel Type	Gasoline Only
Aftermarket Components Provider	See "Additional Vehicle Specifications" document
<b>ADDITIONAL SPECIFICATIONS</b>	
Additional Vehicle Specifications File Name	OGS 23166 - 2023-1 - (3) Ford Police Interceptor - Saratoga Springs Police Department - Specs
<b>DELIVERY INFORMATION</b> (If "Multiple" is listed, see the Additional Specifications document for all delivery locations)	
Delivery Date	No specific date - asap
Delivery Location Name	Saratoga Springs Public Safety Garage
Number of Vehicles to be delivered to this location	3
Delivery Address	58 Excelsior Ave
Delivery City, State, Zip Code	Saratoga Springs, NY 12866

Delivery County	Saratoga County
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Zimbra

tmcintosh@saratogapolice.org

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**NYS Vehicle Marketplace - BID REQUEST - OGS 23166 - 2023-1 - (3) Ford Police  
Interceptor - Saratoga Springs Police Department**

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**From :** Tyler McIntosh <tmcintosh@saratogapolice.org> Fri, Nov 10, 2023 11:02 AM  
**Subject :** NYS Vehicle Marketplace - BID REQUEST - OGS 23166 - 2023-1 - (3) Ford Police Interceptor - Saratoga Springs Police Department  2 attachments

**To :** Tyler McIntosh <tmcintosh@saratogapolice.org>

**Bcc :** Louann Cimino <lcimino@bobjohnsonauto.com>, ccoon <ccoone@basilford.com>, orestfleet@aol.com, mmoscato@delacyford.com, rmaloney@model1.com, Don Ferrario <Don@Ferrario.com>, mhulse@myfriendlyauto.com, mcomerford@gabriellitruck.com, pavvento@gabriellitruck.com, TED DESCOVICH <TED.DESCOVICH@HEALEYBROTHERS.com>, johndtower@aol.com, cameron@vancefleet.com, gerry@vancefleet.com, dwest@lithia.com, lsowell@maguirecars.com, kaink@shultsauto.com, bill@metrofordny.com, will@metrofordny.com, jim1@nielsenfleet.com, mdisalvo@nyeauto.com, lcaconi@otisford.com, anthony roberts <anthony.roberts@rileyfordinc.com>, edr@schultzfordlincoln.com, jlalonde@greenwichford.com, tjshepard@shepardbrosinc.com, Bob@specialtyvehiclesinc.com, dbastian@towneauto.com, cperez@towneauto.com, jrelyea@vanbortelford.com, whitmoyerautogroup@live.com

This solicitation is a Mini-Bid being conducted under the New York State Office of General Services (OGS) centralized contract for Vehicles, Class 1-8 (Group 40440, Award 23166). For information on the Mini-Bid, including the vehicle being requested, due date and Authorized User contact information, please see the attached documents. All responses to the Mini-Bid must be sent to the Authorized User contact listed in the Mini-Bid Request using [Form B – Mini-Bid Response Form](#), and responses will only be considered from approved Contractors on OGS award 23166. The Contractor is responsible for reviewing the completed response prior to submittal and ensuring that all necessary fields have been populated correctly.

For questions about the Vehicles requested, or to discuss suggested changes to the vehicle specifications, contact the Authorized User identified in the "Information" section of the Mini-Bid Request.

Respectfully,

Tyler McIntosh  
Chief of Police



Saratoga Springs Police Department  
5 Lake Avenue  
Saratoga Springs, NY 12866  
Office Phone: (518) 584-1800 x 3419  
Fax: (518) 584-1744  
e-mail: [tmcintosh@saratogapolice.org](mailto:tmcintosh@saratogapolice.org)

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 **OGS 23166 - 2023-1 - (3) Ford Police Interceptor - Saratoga Springs Police Department.pdf**  
108 KB

 **SSPD additional specifications for 2023 Fords.pdf**  
51 KB

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## City of Saratoga Springs, NY Contract

City Project Number: n/a      City Project Name: n/a  
City Department: PUBLIC SAFETY      Department Contact Person: CHIEF TYLER MCINTOSH      City Ext. 3419  
Company Name: NIELSEN FORD OF MORRISTOWN, INC  
Company Address: 170 RIDGEDALE AVE, MORRISTOWN, NJ 07960  
Company Telephone No.: 973-319-7006      Company Fax No.: 973-884-2650  
Vendor and/or Service Provider Primary Contact: Jim Longobardi      Title:  
Primary Contact Email: [JimL@nielsenfleet.com](mailto:JimL@nielsenfleet.com)  
Service to be Provided: (1) FORD POLICE INTERCEPTOR SUV  
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 (1) FORD POLICE INTERCEPTOR SUV, the Vendor and/or Service Provider submitted proposals dated 1/18/2024 (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, within 30 days of receipt of a purchase order. 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 \$46,500.80 (FOURTY SIX THOUSAND FIVE HUNDRED DOLLARS AND EIGHTY 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 MARK MOSCATO. 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: NIELSEN FORD OF MORRISTOWN, INC., 170 RIDGEDALE AVE., MORRISTOWN, NJ 07960
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



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:** NOT REQUIRED – PRODUCT ONLY
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: BRIAN REGAN Date: January 23, 2024

Print Name: Brian Regan Title: CFO

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 27.
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: BRIAN REGAN

*BRIAN REGAN*

Title: \_\_\_\_\_

CFO

Date: January 23, 2024

**CITY OF SARATOGA SPRINGS - VOUCHER**  
**474 BROADWAY SARATOGA SPRINGS, NY 12866**

**2023**

DEPT/LOC 4000 DEPARTMENT Public Safety

VENDOR # 6306 VENDOR NAME MULTI MED

REMIT ADDRESS PO BOX 535, BALDWINVILLE, NY 13027

PO# 230329 FINAL ☒ PARTIAL ☐

INVOICE # and/or ACCOUNT #	ORG	OBJECT	PROJECT	\$ AMOUNT
December 2023 BALANCE OF PO 12/1-12/31/23	A-31-4-3634	54747		\$ 1,411.82
BALANCE FROM LINE				\$11,361.85
CCA 4/4/2023				
RECEIVED BY:			TOTAL	\$12,773.67

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.





21 Oswego St  
Baldwinsville, NY 13027  
1(800) 927-5845

**City of Saratoga Springs**

City of Saratoga Springs  
Attn: Aaron Dyer  
474 Broadway  
Saratoga Springs, NY 12866

MultiMed thanks you for your business!

**Commission Summary**

	Claims	Deposits	Fee	Commission
Non-Medicaid		\$178,573.78	7.00%	\$12,500.16
Adjustment		(\$1,549.97)	7.00%	(\$108.50)
NY Medicaid Primary	68	\$18,431.39	\$7.00	\$476.00
Adjustment	3		\$7.00	(\$21.00)
NY Medicaid Secondary	64	\$8,264.69	\$5.00	\$320.00

RECEIVED

JAN 11 23

PUBLIC SAFETY

SEE REVERSE FOR DEPOSIT SUMMARY

DETACH ALONG ABOVE LINE AND RETURN STUB WITH YOUR PAYMENT. THANK YOU.



MultiMed Billing Service, Inc.

New Billing Address? Please call Liz Griffith or email you changes to [lgriffith@multimedbilling.com](mailto:lgriffith@multimedbilling.com)

MultiMed Billing Service  
Attn: Liz Griffith  
PO Box 535  
Baldwinsville, NY 13027

**Account Summary**

Invoice Date	01/09/2024
Invoice Period	12/01/2023-12/31/2023
Past Due	
Previous Balance	\$44,734.50
Amount Past Due	\$44,734.50
Current Charges	
Commission Amount	\$13,166.67
Electronic PCR	(\$393.00)
Current Charges	<u>\$12,773.67</u>
Total Amount Due	\$57,508.17

**City of Saratoga Springs**

Invoice Date	01/09/2024
Invoice Period	12/01/2023-12/31/2023
Total Amount Due 1/30/24	<del>\$57,508.17</del>
Payment Amount Enclosed	<u>\$12,773.67</u>

To pay by Check or Money Order (U.S. Dollars only)  
Make payable to MultiMed Billing Service, Inc.



# Deposit Summary

## City of Saratoga Springs

December 2023

Deposit Date

Deposit Date	Total
<b>Deposits</b>	
12/01/2023	13,176.98
12/04/2023	1,877.96
12/05/2023	17,171.67
12/06/2023	999.03
12/07/2023	10,758.52
12/08/2023	22,850.14
12/11/2023	287.68
12/12/2023	8,918.74
12/13/2023	4,396.51
12/14/2023	12,143.53
12/15/2023	18,161.12
12/18/2023	3,061.61
12/19/2023	17,957.13
12/20/2023	5,934.94
12/21/2023	9,477.33
12/22/2023	12,419.89
12/25/2023	901.53
12/26/2023	4,930.45
12/27/2023	11,303.93
12/28/2023	19,446.17
12/29/2023	8,992.22
12/31/2023	102.78
<b>Deposits</b>	<b>205,269.86</b>
<b>Refunds</b>	
12/24/2023	-1,549.97
<b>Refunds</b>	<b>-1,549.97</b>
<b>Provider Totals:</b>	<b>203,719.89</b>



01-09-2024

**Request for Certification of Sufficient Funds****Submittal Date: 1-25-24**

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):

Multi-Med  
Medical Billing for Ambulance

Appropriation – Current Budget Expense Org/Object/Proj(s): A-31-4-3634 / 54747

Amount Requested for Approval: \$11,361.85 (using 2023 funds)



Current Amount Available: \$16,096.54 (2023 balance)

Transfer/Amendment Pending: \$0

Transfer/Amendment Date:

Department Head Signature

Date

1/25/24

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

1/26/2024

Commissioner of Finance

Approval Date









































Page 1 of 1

Page 1 of 1

When this agreement is accepted by PCS, Inc. the equipment on the customer agreement/order referenced above will be serviced by PCS, Inc. in accordance with the terms and conditions printed on the reverse side. This agreement does not include replacement of antennas or batteries, or service of any transmission line, antenna tower or tower lighting unless such work is described below.

or service of any transmission line, antenna tower or tower lighting

or service of any transmission line, antenna tower or tower lighting

**SPECIAL INSTRUCTIONS:**  
MOTOROLA HI-TECH /DEPOT COSTS WILL BE  
BILLED ABOVE CONTRACT.  
CONTRACT EXCLUDES MICROPHONES,  
EXTERNAL SPEAKERS, MONITORS, SOFTWARE,  
PC, CABLES & CONNECTORS. PLEASE SEE  
REVERSE SIDE FOR OTHER TERMS &  
CONDITIONS.  
EXISTING MCC5500 CONSOLES WILL BE  
REPAIRED ON A TIME & MATERIAL BASIS.

agreement are printed on the reverse side

Date \_\_\_\_\_

Annual	7,980.00
--------	----------

No

The above service amount is subject to state and local jurisdictions, to be verified

Shanna Wirth 10/25/23

## SERVICE AGREEMENT

1. **DEFINITIONS.** "PCS" shall mean Pittsfield Communications Systems, Inc.; Customer shall mean the customer named in the Agreement; and "Product" shall collectively mean the Equipment and Software which PCS and Customer agree to be serviced pursuant to this Service Agreement. Such Product is listed on the front of this agreement.

2. **ACCEPTANCE.** The terms and conditions set forth on the front and reverse side of this agreement is an offer to purchase Service by Customer which shall become a Service Agreement when acknowledged in writing by PCS; and the banking, negotiation or other use of any payment shall not constitute an acceptance by PCS. It is agreed that Service shall be provided only on the terms and conditions contained in this agreement. PCS shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to in writing. Upon acceptance by PCS, PCS's interest in the Agreement is assigned to PCS.

3. **SERVICE DEFINED.**

a. PCS agrees to provide service for the Customer for the Product listed on the front side of this Agreement. Such Product shall be serviced according to the terms and conditions on the front and reverse side of this Agreement ("Service"). The Service shall begin and end on the dates set forth on the front side of this Agreement. PCS shall also Service other Product manufactured by PCS and purchased by customer during the term of this Agreement on the same terms and conditions set forth in this Agreement at the then current service fees for such Product. Upon delivery of such other Product to Customer, service fees for Service of such other Product shall be added to the billing cycle following expiration of the labor warranty on such other Product. In the event of loss, damage, theft or removal from Service of any Product, Customer shall immediately report the loss, damage, theft or removal in writing to PCS. In this event, Customer's obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which PCS receives such written report.

b. Mobile Product shall be removed and reinstalled in different vehicles at Customer's request for the service fee in effect at the time of Customer's request.

c. This agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the front side of this Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage. This does not include consumables and their installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, fires or other casualty. Service performed for non-covered repairs shall be billed at PCS's above contract rate applicable for such Service. Product under contract must be maintained in environmental conditions as set forth in the Product specifications and damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.

d. Where telephone lines and Product are used in conjunction with PCS maintained Product, PCS shall have no obligation or responsibility for such telephone lines of Product but shall, upon request, assist the Telephone Company in repairing such upon payment at the appropriate above contract rate.

e. Customer shall indicate on the front side of this Agreement any Product which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.

f. At the expiration of twelve (12) months after the commencement of Service hereunder (or any time thereafter), if Product cannot in PCS's opinion be properly or economically repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts, PCS at its sole option, upon thirty (30) days prior written notice to Customer sent by certified mail, may either: (1) remove such Product from this Agreement; or (2) may increase the price to Service such Product. Customer shall have thirty (30) days from receipt of notice of price increase to object to such increase. If Customer properly objects to such increase, PCS shall then have the option to remove such Product from coverage by this Agreement. Customer's obligation to pay Service fees with respect to Product removed from this Agreement shall terminate at the end of the month during which such Product is removed.

4. **SERVICE STANDARDS.** The Product shall be serviced by PCS in accordance with the following standards: (i) Motorola parts or parts of equal quality shall be used; (ii) the Product shall be serviced at levels set forth in PCS's product manuals; and (iii) routine service procedures prescribed from time to time by PCS for its Product shall be followed.

5. **TIME AND PLACE OF SERVICE.**

a. Service shall be done at the location specified on the front side of this Agreement. Where Service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light and power at these locations. Customer shall notify PCS immediately of Product failure, allow PCS full and free access to the Product, and cooperate fully with PCS in PCS's servicing of the Product. Waiver of liability by PCS against Customer or other restrictions shall not be imposed by Customer as a site access requirement. Customer shall allow PCS full and free access to the Product. Customer shall allow PCS to use necessary machines, communications, facilities, features and other product (except as normally supplied by PCS) at no charge. Mobiles and removable Product shall be delivered by Customer to the PCS Service Center indicated on the front side of this Agreement.

b. Hours of Service under this Agreement shall be the normal working hours, excluding holidays, of PCS's Service Center unless otherwise indicated on the front side of this Agreement.

6. **PAYMENT/TAXES.** On or about the date each payment is due as set forth on the front side of this Agreement, PCS shall send Customer an invoice covering the Service fees for the next Payment Period. All other charges shall be billed monthly, and the Customer shall pay the amount of each invoice within ten (10) days of its date to the PCS office designated by PCS. Each invoice shall be due and payable whether or not the Product is operating, and PCS may terminate this Agreement by giving Customer ten (10) days' notice by certified mail if Customer defaults in its payment to PCS. Customer shall reimburse PCS for all property taxes, sales and use taxes, excise taxes, and income and profit taxes of PCS and State income and franchise taxes of PCS.

7. **RIGHT TO SUBCONTRACT.** PCS shall have the right to subcontract in whole or in part the Service called for by this Agreement. PCS shall notify Customer of the name and address of each subcontractor.

8. **REVISION OF FEES.** Prior to an Anniversary of the "Expiration Date" indicated on the front side of this Agreement, PCS may revise the Service fees set forth on the front side of this Agreement by giving Customer written notice of the amount of the increase at least sixty (60) days in advance of that Anniversary date. Upon receipt of any such notice, Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to PCS sent by certified mail to the address indicated in this Agreement; otherwise the new fees shall become effective on the Anniversary date. In the event of such termination, all accrued and unpaid charges shall be due and payable immediately upon termination.

9. **AUTOMATIC RENEWAL.** After the Expiration Date indicated on the front side of this Agreement, this Agreement shall continue for successive periods of one year, provided that either PCS or Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated in this Agreement.

10. **INTERRUPTION OF SERVICE.** Customer shall notify the servicing agency in the event of failure of the Product. If the servicing agency fails to repair the Product within a reasonable time, Customer shall notify the PCS office designated by PCS. After said notice from Customer to the servicing agency and to the PCS office designated by PCS, PCS shall be liable for any interruption or interference affecting the use or transmission through the Product maintained to the extent of a pro rata allowance based on the monthly service fee for the time such interruption or interference is attributable to the fault of PCS or its subcontractor. PCS does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service for the Product due directly or indirectly to causes beyond the control of PCS, including, but not restricted to, acts of God, acts of the public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of failure to act of the Customer, its agents, employees or subcontractors, fires, floods, casualty, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults of PCS subcontractors due to any such causes.

11. **WARRANTY LIMITATIONS, EXCEPT AS SPECIFIED IN THIS AGREEMENT, PCS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT SHALL PCS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**

12. **FCC AND OTHER GOVERNMENT MATTERS.** Although PCS may assist in preparation of the FCC license application, Customer is solely responsible for obtaining any licenses or other authorizations required by Federal Communications Commission ("FCC") or any Federal, State or Local government agency. Customer is solely responsible for complying with applicable FCC rules and regulations and the applicable rules and regulations of any Federal, State or Local governmental agency. Neither PCS nor any of its employees is an agent of Customer in FCC or other governmental matters. PCS, however, may assist in preparation of the FCC license application at no charge to Customer.

13. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, that it is the complete and conclusive statement of the agreement between the parties and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and all understandings and agreements, oral and written, heretofore made between PCS and Customer, are merged in this Agreement which alone fully and completely expresses their agreement.

14. **AMENDMENT.** No modification of or additions to this Agreement shall be binding upon PCS unless such modification is in writing and signed by the PCS Division Service Vice President authorized to make such revisions and an authorized agent of Customer.

15. **VALIDITY.** If term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with law, but the remaining terms and provisions of this Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void or unenforceable.

16. **HEADINGS.** Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this Agreement.

17. **LAW. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.**

18. **ASSIGNMENT.** No assignment or transfer, in whole or part, of this Agreement by Customer shall be binding upon PCS without its prior written consent.

19. **WAIVER.** Failure or delay on the part of PCS or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power or privilege of this Agreement.

20. **TIME TO SUE.** Except for money due upon an open account; no action shall be brought for any breach of this Agreement more than two (2) years after the accrual of such cause of action where a shorter limitation period is provided by applicable law.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/2023

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).

<b>PRODUCER</b> Brown & Brown of MA LLC DBA Berkshire Ins Group P.O. Box 4889  Pittsfield MA 01202	<b>CONTACT NAME:</b> Adrienne Grover <b>PHONE (A/C, No, Ext):</b> (413) 236-3719 <b>E-MAIL ADDRESS:</b> Adrienne.Grover@bbrown.com <b>FAX (A/C, No):</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Central Mutual Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>  <b>NAIC #</b> 20230
<b>INSURED</b> Pittsfield Communications System, Inc., and LWM, LLC 1502 West Housatonic Street  Pittsfield MA 01201	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			CLP9779089	09/01/2023	09/01/2024	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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP9779090	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXS9779092	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ PER STATUTE OTH-ER
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	NY Automobile Policy			BAP9779091	09/01/2023	09/01/2024	Combined Single 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 named as an additional insured on a primary and non-contributory basis per contract.

**CERTIFICATE HOLDER****CANCELLATION**City of Saratoga Springs Office of Risk & 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

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## City of Saratoga Springs, NY Contract

City Department: **PUBLIC SAFETY** Department Contact Person: **KAREN PERRINO** City Ext. **2625**  
Company Name: **PITTSFIELD COMMUNICATIONS SYSTEMS, INC**  
Company Address: **1502 WEST HOUSATONIC STREET, PITTSFIELD, MA 01201/15 WADE ROAD, LATHAM, NY 12110**  
Company Telephone No.: **413-448-8214/518-250-5190** Company Fax No.: \_\_\_\_\_  
Vendor and/or Service Provider Primary Contact: **SHANNON ULLRICH** Title: **OFFICE MANAGER**  
Primary Contact Email: [sullrich@pittsfieldcommunications.com](mailto:sullrich@pittsfieldcommunications.com)  
Product and/or Service to be Provided: **SERVICE, MAINTENANCE AND REPAIR OF RADIOS**  
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 **SERVICE, MAINTENANCE AND REPAIR OF RADIOS, NYS CONTRACT PT68722**, the Vendor and/or Service Provider submitted proposals dated **10/2023** (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 **from midnight date of Council approval 2024, to midnight August 26, 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 **\$665.00/MONTH (\$7980.00/YEAR) (SIX HUNDRED SIXTY FIVE DOLLARS AND NO CENTS PER MONTH (SEVEN THOUSAND NINE HUNDRED EIGHTY DOLLARS AND NO CENTS PER YEAR))**, 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.
3. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of **Public Safety** is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is **Shannon Ullrich**. 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:** **PITTSFIELD COMMUNICATIONS, INC., 1502 WEST HOUSATONIC STREET, PITTSFIELD, MA 01201/15 WADE DRIVE, LATHAM, NY 12110**
4. **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.
5. **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.
6. **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
- 7.



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:

- **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.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.

12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the

City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

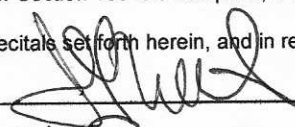
21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

**City Certification:** In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

**Vendor and/or Service Provider Certification:** In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature:  Date: 11-6-2023

Print Name: JOHN J. ULLRICH Title: PRESIDENT

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.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

Vendor and/or Service Provider Signature: \_\_\_\_\_

Print Name: JOHN J. ULRICH

Date: 11-6-2023

Title: PRESIDENT

Request for Certification of Sufficient Funds

Submittal Date: 1.30.2024

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):

J.P.B. FIRE SALES, LLC  
4675 BURR DRIVE  
LIVERPOOL, NY 13088

SHIPPING OVER PO ✓

*2023*

Appropriation – Current Budget Expense Org/Object/Proj(s): H3146952-52000-1217 STATION 3

Amount Requested for Approval: \$ 60.00 ✓

Current Amount Available: as per MUNIS \$16,416.37 ✓ *He*

Transfer/Amendment Pending: \$

Transfer/Amendment Date: \_\_\_\_\_

*[Signature]*

*1/30/2024*

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.

*[Signature]*

*1/30/2024*

Commissioner of Finance

Approval Date



**CITY OF SARATOGA SPRINGS - VOUCHER**  
**474 BROADWAY SARATOGA SPRINGS, NY 12866**

2023

DEPT/LOC 4000 DEPARTMENT PUBLIC SAFETY  
VENDOR # 9378 VENDOR NAME J.P.B. FIRE SALES, LLC

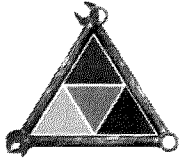
REMIT ADDRESS 4675 BURR DRIVE, LIVERPOOL, NY 13088

PO#	230414	FINAL X	PARTIAL		
INVOICE # and ACCOUNT #		ORG	OBJECT	PROJECT	AMOUNT
2123	GEAR LOCKERS	H-31-4-6952	52000	1217	\$11,056.15
	SHIPPING OVER PO				\$60.00
RECEIVED BY:				TOTAL	\$11,116.15

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.

**J.P.B. Fire Sales, LLC**4675 Burr Drive  
Liverpool, NY 13088**Equipment Sales Invoice**

Payment Due Date	Invoice Date	Invoice #
8/26/2023	7/27/2023	2123

**PAST DUE**

Bill To
City of Saratoga Springs 474 Broadway, City Hall Saratoga Springs, NY 12866-2296

Ship To
City of Saratoga Springs FD Fire Department - East 60 Lake Avenue Saratoga Springs, NY 12866

Terms
Net 30

P.O. #	S.O. #	Rep.	Via	E-mail	Phone #
230414 per quote 2...	SO1779	CHF	Hand Delivery	julie@jpbfire.com	315-725-8907

JPB Part #	Description	Qty.	B/O	Unit	Amount
	Gear Storage for Saratoga Springs Station #3 City of Saratoga 16 Henning Road Saratoga Springs, NY 12866  Liftgate Truck Requested, unsure if Forklift on site at construction site.				
RR-RRWM	Red Rack Wall Mounted unit with three sections - 20" per section	1	0	910.34	910.34
RR-RRWM	Red Rack Wall Mounted unit with five sections - 20" per section	1	0	1,440.18	1,440.18
RR-RRWM	Red Rack Wall Mounted unit with six sections - 20" per section	1	0	1,697.10	1,697.10
RR-RRWM	Red Rack Wall Mounted unit with seven sections - 20" per section	1	0	1,947.80	1,947.80
RR-RRWM	Red Rack Wall Mounted unit with eleven sections/20" per section	1	0	3,005.71	3,005.71
RR-DKH-OZ	Dry Kwik Open Hanger	64	0	15.00031	960.02
Shipping	Shipping/Handling Costs-Pallets	2		30.00	60.00
Shipping	Shipping/Handling Costs-Racks	1		1,095.00	1,095.00

Federal EIN 46-2558128

We appreciate your business and want to handle all of your equipment needs. Call us immediately if you have any questions or concerns.

**Remit To:**  
**J.P.B. Fire Sales, LLC**  
**4675 Burr Drive**  
**Liverpool, NY 13088**  
**\*\*Include invoice number(s)**  
**on check/stub.\*\***

<b>Total</b>	<b>\$11,116.15</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$11,116.15</b>

*Unpaid balances are subject to a 1.5% late fee, applied monthly. This is an annual percentage rate of 18%.*



**J.P.B. Fire Sales, LLC**

4675 Burr Drive  
Liverpool, NY 13088

**Sales Quote**

Date	4/19/2023
Quote #	2201

Name / Address
Hueber-Breuer Construction Co., Inc. Division of Fire Protection Services PO Box 515 Syracuse, NY 13205-0515

*Quotes for JPB Fire Sales are valid for 60 days or until the vendor/manufacture revises pricing, whichever comes first, or unless otherwise specified below.*

Rep:	Curt Fischer
Phone #:	315-963-7386
Fax #	315-362-9055
Web Site	www.JPBFire.com
E-mail	Curt@jpbfire.com

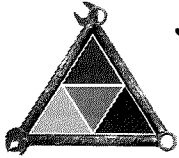
**Unless otherwise noted, this quote does not include shipping.**

Item	Description	Qty	Rate	Total
	Gear Storage Qoute for Saratoga Springs Station #3 City of Saratoga 519 broadway Saratoga Springs, NY 12866			
	****QUOTE VALID THROUGH 5/18/2023****			
RR-RRWM	Red Rack Wall Mounted unit with three sections - 20" per section	1	910.34	910.34
RR-RRWM	Red Rack Wall Mounted unit with five sections - 20" per section	1	1,440.18	1,440.18
RR-RRWM	Red Rack Wall Mounted unit with six sections - 20" per section	1	1,697.10	1,697.10
RR-RRWM	Red Rack Wall Mounted unit with seven sections - 20" per section	1	1,947.80	1,947.80
RR-RRWM	Red Rack Wall Mounted unit with eleven sections/20" per section	1	3,005.71	3,005.71
RR-DKH-OZ	Dry Kwik Open Hanger	64	15.00031	960.02
Shipping &/or Handling	Estimated Shipping &/or Delivery of items ordered	1	1,095.00	1,095.00

Total: \$11,056.15 ✓

Signature

No orders will be processed until we receive a confirmation from you via email, or fax indicating acceptance of this quote.

**J.P.B. Fire Sales, LLC**

4675 Burr Drive  
Liverpool, NY 13088

**Sales Quote**

Date	4/19/2023
Quote #	2201

Name / Address
Hueber-Breuer Construction Co., Inc. Division of Fire Protection Services PO Box 515 Syracuse, NY 13205-0515

*Quotes for JPB Fire Sales are valid for 60 days or until the vendor/manufacture revises pricing, whichever comes first, or unless otherwise specified below.*

Rep:	Curt Fischer
Phone #:	315-963-7386
Fax #	315-362-9055
Web Site	www.JPBFire.com
E-mail	Curt@jpbfire.com

**Unless otherwise noted, this quote does not include shipping.**

Item	Description	Qty	Rate	Total
	Estimated Lead time - 6 - 8 Weeks			

We appreciate your business and want to handle all of your equipment needs. Call us immediately if you have any questions or concerns.

Signature \_\_\_\_\_

No orders will be processed until we receive a confirmation from you via email, or fax indicating acceptance of this quote.

**Bill To**

City of Saratoga Springs  
474 Broadway, City Hall  
Saratoga Springs, NY 12866-2296

**PHONE**  
(518) 587-3550  
**FAX**  
(518) 587-6512

**Purchase Order**

Fiscal Year 2023

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

**230414**

Tax Exempt # 14-6002423  
NYS ID# A-158739

**Vendor**

J. P. B. FIRE SALES, LLC  
LIVERPOOL, NY 13088

**Ship To**

FIRE DEPARTMENT - EAST  
60 LAKE AVENUE  
SARATOGA SPRINGS, NY 12866  
Phone: 587-3599

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
315-963-7386	315-362-9055		

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
05/22/2023	9378			PUBLIC SAFETY

**NOTES**

GEAR STORAGE

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	PER QUOTE 2201	1.0	EACH	\$11,056.15	\$11,056.15 ✓
	NOT TO EXCEED				
	GL Account: H3146952 - 52000 - 1217			\$11,056.15	

**GL SUMMARY**

H3146952 - 52000 - 1217 \$11,056.15

NOTE: GOVERNMENT PURCHASE ORDERS MAY BE ACCEPTED IN LIEU OF EXCEPTION CERTIFICATES. THE VENDOR RETAINING A COPY TO PROVE THAT THE SALE WAS EXEMPT. THE FOLLOWING GOODS FOR USE OF THE CITY OF SARATOGA SPRINGS, FOR THIS DEPARTMENT IN ACCORDANCE WITH THE DELIVERY, TERMS, PRICES AND SPECIFICATIONS HEREIN CONTAINED.

INVOICES MUST BE PRESENTED IN DUPLICATE

  
AUTHORIZED SIGNATURE - COMMISSIONER OF ACCOUNTS

Total Ext. Price

\$11,056.15

**Purchase Order Total****\$11,056.15**



**CITY OF SARATOGA SPRINGS - VOUCHER**  
**474 BROADWAY SARATOGA SPRINGS, NY 12866**

DEPT/LOC 4000 DEPARTMENT Public Safety

VENDOR # 8413 VENDOR NAME PASSPORT LABS, INC.

REMIT ADDRESS PO BOX 674924, DETROIT, MI 48267-4924

PO# 230247 FINAL ☒ X PARTIAL ☐

INVOICE # and/or ACCOUNT #	ORG	OBJECT	PROJECT	\$ AMOUNT
INV-1041971 \$9144.52	A-31-4-3014	54802		\$831.56
<i>PO 230247 FINAL</i> <i>FROM LINE</i>				\$3,025.87
<i>FROM LINE</i> <b>\$9,144.52</b>	A-31-4-3014	54720		\$5,287.09
INV-1042583 5433.57	A-31-4-3014	54720		\$5,433.57
PENDING CCA 2.6.24				
PLEASE REFERENCE INVOICE NUMBER ON CHECK				
CC AWARD 2-26-19				
RECEIVED BY:				
			<b>TOTAL</b>	<b>\$14,578.09</b>

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.



# Passport Labs, Inc

128 S TRYON ST STE 1000  
CHARLOTTE NC 28202-5007  
United States



## Invoice

### Bill To

Lisa Nolan  
City of Saratoga Springs  
474 Broadway 2nd Floor  
Saratoga Springs NY 12866-2296  
United States

**Invoice #** INV-1041971  
**Date** 10/31/2023  
**Due Date** 11/30/2023  
**Terms** Net 30  
**Customer Reference #**  
**PO #**

Description	Quantity	Rate	Amount	Tax Rate
In-State Parking Services Fee	45,850	0.11	5,043.50	0.0%
Out-of-State Parking Services Fee	7,000	0.20	1,400.00	0.0%
Letters Sent First Class Postage	631	0.66	416.46	0.0%
Letters Sent Certified Postage	456	5.01	2,284.56	0.0%

**SUBTOTAL** 9,144.52

\*OUR OFFICE HAS MOVED: Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #1000 referenced above.

**LESS**

**SHIPPING**

**TAX** 0.00

**PAYMENT** 0.00

### REMITTANCE INFORMATION

By Check:  
Passport Labs, Inc  
PO Box 674924  
Detroit, MI 48267-4924

By ACH/Wire:

Bank Name: Comerica Bank  
A/C Name: Passport Labs, Inc  
A/C Number: 1894832110  
Routing/ABA Number: 121137522

**BALANCE DUE** **USD 9,144.52**

Please reference invoice number with your payment.

# Passport Labs, Inc

128 S TRYON ST STE 1000  
CHARLOTTE NC 28202-5007  
United States



## Invoice

### Bill To

Lisa Nolan  
City of Saratoga Springs  
474 Broadway 2nd Floor  
Saratoga Springs NY 12866-2296  
United States

**Invoice #** INV-1042583  
**Date** 11/30/2023  
**Due Date** 12/30/2023  
**Terms** Net 30  
**Customer Reference #**  
**PO #**

Description	Quantity	Rate	Amount	Tax Rate
In-State Parking Services Fee	37,530	0.11	4,128.30	0.0%
Out-of-State Parking Services Fee	4,515	0.20	903.00	0.0%
Letters Sent First Class Postage	526	0.66	347.16	0.0%
Letters Sent Certified Postage	11	5.01	55.11	0.0%

**SUBTOTAL** 5,433.57

\*OUR OFFICE HAS MOVED: Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #1000 referenced above.

\*\* If payment is not received within 30 days, a penalty fee of 1.5% may be added per month to overdue invoice.

### REMITTANCE INFORMATION

By Check:  
Passport Labs, Inc  
PO Box 674924  
Detroit, MI 48267-4924

By ACH/Wire:

Bank Name: Comerica Bank  
A/C Name: Passport Labs, Inc  
A/C Number: 1894832110  
Routing/ABA Number: 121137522

Please reference invoice number with your payment.

**LESS**  
**SHIPPING**  
**TAX** 0.00  
**PAYMENT** 0.00  
**BALANCE DUE** **USD 5,433.57**



## Request for Certification of Sufficient Funds

Submittal Date: 1.31.2024

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):

PASSPORT LABS, INC.  
128 TRYON ST. STE 1000  
CHARLOTTE, NC 280-5007

2023

Appropriation – Current Budget Expense Org/Object/Proj(s): A3143014-54802

Amount Requested for Approval: \$ 3,025.87



Current Amount Available: as per MUNIS \$ 3,025.87

Appropriation – Current Budget Expense Org/Object/Proj(s): A3143014-54720

Amount Requested for Approval: \$ 10,720.66 (\$5287.09 - 10.23 & \$5433.57 - 11.23)

Current Amount Available: as per MUNIS \$ 15,144.25

Transfer/Amendment Pending: \$

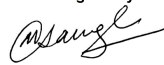
Transfer/Amendment Date: \_\_\_\_\_

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.

DocuSigned by:  
  
00CBE3FAAE9B4F8...

2/1/2024

Commissioner of Finance

Approval Date

**CITY OF SARATOGA SPRINGS - VOUCHER**  
**474 BROADWAY SARATOGA SPRINGS, NY 12866**

DEPT/LOC 4000 DEPARTMENT Public Safety

VENDOR # 8413 VENDOR NAME PASSPORT LABS, INC.

REMIT ADDRESS PO BOX 674924, DETROIT, MI 48267-4924

PO# FINAL PARTIAL

INVOICE # and/or ACCOUNT #	ORG	OBJECT	PROJECT	\$ AMOUNT
INV-1042975 12.31.2023	A-31-4-3014	54720		\$4423.59
	A-31-4-3124	54720		\$ 796.48
PENDING CCA				
PLEASE REFERENCE INVOICE NUMBER ON CHECK				
CC AWARD 2-26-19				
RECEIVED BY:				
			TOTAL	\$5,220.07

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.



# Passport Labs, Inc

128 S TRYON ST STE 1000  
CHARLOTTE NC 28202-5007  
United States



## Invoice

### Bill To

Lisa Nolan  
City of Saratoga Springs  
474 Broadway 2nd Floor  
Saratoga Springs NY 12866-2296  
United States

**Invoice #** INV-1042975  
**Date** 12/31/2023  
**Due Date** 1/30/2024  
**Terms** Net 30  
**Customer Reference #**  
**PO #**

Description	Quantity	Rate	Amount	Tax Rate
In-State Parking Services Fee	35,365	0.11	3,890.15	0.0%
Out-of-State Parking Services Fee	4,870	0.20	974.00	0.0%
Letters Sent First Class Postage	433	0.66	285.78	0.0%
Letters Sent Certified Postage	14	5.01	70.14	0.0%

**SUBTOTAL** 5,220.07

\*OUR OFFICE HAS MOVED: Please send all checks to the PO Box referenced below. For non-check mail, please send to our new suite #1000 referenced above.

**LESS**  
**SHIPPING**  
**TAX** 0.00  
**PAYMENT** 0.00  
**BALANCE DUE** **USD 5,220.07**

\*\* If payment is not received within 30 days, a penalty fee of 1.5% may be added per month to overdue invoice.

### REMITTANCE INFORMATION

By Check:  
Passport Labs, Inc  
PO Box 674924  
Detroit, MI 48267-4924

By ACH/Wire:

Bank Name: Comerica Bank  
A/C Name: Passport Labs, Inc  
A/C Number: 1894832110  
Routing/ABA Number: 121137522

Please reference invoice number with your payment.

Request for Certification of Sufficient Funds

Submittal Date: 1.31.2024

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):

PASSPORT LABS, INC.  
128 TRYON ST. STE 1000  
CHARLOTTE, NC 280-5007

2023

Appropriation – Current Budget Expense Org/Object/Proj(s): A3143014-54720

Amount Requested for Approval: \$ 4,423.59

Current Amount Available: as per MUNIS \$ 15,144.25



Appropriation – Current Budget Expense Org/Object/Proj(s): A3143124-54720

Amount Requested for Approval: \$ 796.48

Current Amount Available: as per MUNIS \$ 2,743.73

Transfer/Amendment Pending: \$

Transfer/Amendment Date: \_\_\_\_\_

2/1/24

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:

000B09FAAE0B4F0...

2/2/2024

Commissioner of Finance

Approval Date





# Saratoga Springs Police Department

5 Lake Avenue  
Saratoga Springs, New York 12866  
(518) 584-1800



Shane Crooks  
Chief of Police

*Serving Since 1887*

## Clothing Allowance Reimbursement

Date: 11/15/2023

To: Department of Public Safety

The attached receipt(s) is/are for purchase(s) of authorized uniforms, clothing and equipment made in accordance with the current labor relations agreement between the PBA and the City of Saratoga Springs. The purchase(s) were paid for by me using my personal funds and I am hereby requesting to be reimbursed for the amount as indicated.

Amount Claimed: \$750.00 (8811.81 total)

Officer Name: Inv. Stacy Rigano

Officer Signature: \_\_\_\_\_

Mailing Address (for reimbursement check to be sent to):

5 Lake Ave. Saratoga Springs, N.Y. 12866

Approved By: Chief T. [Signature]

Revised 10/24/2022

RECEIVED

NOV 17 23

PUBLIC SAFETY



[www.saratogapolice.org](http://www.saratogapolice.org)





Macy's  
Colonie  
200 Colonie Center  
Albany, NY 12205  
518-459-1950



R3318083009501307102

083-0095-0130  
11169355 0095 2:06 PM 11/14/2023

**PURCHASE**

WILD PR SHOES #L# 41.70  
766390188802 397/40  
Orig 69.50  
Special  
CRL XXXXXXXXX5190  
S S WMN SHOES #L# 39.75  
194136520720 398/40  
Orig 79.50  
Special  
CRL XXXXXXXXX7303

Subtotal 81.45  
4.000% NY LOCL Tax 3.26  
BIG BROTHERS BIG SISTER 0.29  
Total 85.00

DEBIT US DEBIT 85.00  
US DEBIT A0000000980840  
STACY RIGANO  
953001 XXXX XXXXXXXXXXXX8009  
ARQC - 95D2A654D4E2990F TSI: 6800  
EMV Contact(Z) - Online PIN

Your Total Savings is \$67.55

THANK YOU FOR SHOPPING AT MACY'S!

Bring your amazing self to work!  
Apply today at MacysJOBS.com

Charity donations are non-refundable  
Benefitting Big Brothers Big Sisters  
a 501c3 charity creating  
one-to-one mentoring relationships.  
Learn more at: [www.bbbs.org](http://www.bbbs.org)

**SEASONAL HOLIDAY RETURN POLICY:**

Purchases will be accepted for  
return or exchange until  
January 31, 2024.  
Items must be unworn, unaltered and  
in original packaging with all tags  
attached, unless otherwise posted  
in the department and/or stated on  
this receipt. Returns with proof  
of purchase will be refunded to  
the original form of payment.  
Please see a colleague or  
[www.macys.com](http://www.macys.com) for details.

CUSTOMER COPY

Macy's  
Colonie  
200 Colonie Center  
Albany, NY 12205  
518-459-1950



R3318083010197287104

083-0101-9728  
11428184 0101 2:43 PM 11/14/2023

**PURCHASE**

I.N.C. COLLECT #L# 52.12  
194136274159 899/25  
orig 69.50  
CRL XXXXXXXXX4405  
I.N.C. COLLECT #L# 52.12  
194136274098 899/25  
Orig 69.50  
CRL XXXXXXXXX3961

Subtotal 104.24  
4.000% NY LOCL Tax 4.17  
BIG BROTHERS BIG SISTER 0.59  
Total 109.00

DEBIT US DEBIT 109.00  
US DEBIT A0000000980840  
STACY RIGANO  
967346 XXXX XXXXXXXXXXXX8009  
ARQC - 3BCD4A33A397051C TSI: 6800  
EMV Contact(Z) - Online PIN

Your Total Savings is \$34.76

THANK YOU FOR SHOPPING AT MACY'S!

Bring your amazing self to work!  
Apply today at MacysJOBS.com

Charity donations are non-refundable  
Benefitting Big Brothers Big Sisters  
a 501c3 charity creating  
one-to-one mentoring relationships.  
Learn more at: [www.bbbs.org](http://www.bbbs.org)

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attached, unless otherwise posted  
in the department and/or stated on  
this receipt. Returns with proof  
of purchase will be refunded to  
the original form of payment.  
Please see a colleague or  
[www.macys.com](http://www.macys.com) for details.

CUSTOMER COPY





Crossgates Mall  
One Crossgates Mall Road Suite B203  
Albany, NY 12203  
United States  
5187223385

Store: 10650 Register: 2  
Date: 9/3/23 Time: 11:52  
Transaction #: 90374  
Educator: 99994000159290

### SALE

Item	Qty	Price	Amount
Swiftly Tech Long Sleeve 2.0 *Race PKPI/PK			
144350586	1	54.00	45.90
COLOR: PKPI/PKPI			
ALPHANUMERIC SIZES: 8			
First Responder (15%)			(8.10)
Swiftly Tech Long Sleeve 2.0 DKLA/DKLA 6			
146954938	1	78.00	66.30
COLOR: DKLA/DKLA			
ALPHANUMERIC SIZES: 6			
First Responder (15%)			(11.70)
Swiftly Tech SS 2.0 BLK/BLK 12			
117150130	1	68.00	57.80
COLOR: BLK/BLK			
ALPHANUMERIC SIZES: 12			
First Responder (15%)			(10.20)
lululemon Align? HR Pant 25" DKLA 10			
147027155	1	79.00	67.15
COLOR: DKLA			
ALPHANUMERIC SIZES: 10			
First Responder (15%)			(11.85)
\$0.05 Sustainable Shopper Fee NOCOLOUR/O/S			
3586645	1	0.05	0.05

Subtotal 237.20  
Tax 9.49

Total 246.69

Entry Method : INSERT  
Card No. : XXXXXXXXXXXX8009  
Card Type : VISA Debit  
Trans Type : Purchase  
Response : TRANSACTION APPROVED  
Trans Time : 09/03/2023 11:56 AM  
Trace No. : 00203147  
Auth Code : 935816  
Mode : Issuer  
CVM : Verified by PIN  
AID : A0000000980840  
TVR : 8000048000  
TSI : 6800  
AC : B1A774D6A8B9070F

EVERY SEASON STARTS AT



1 CROSSGATES MALL ROAD  
ALBANY, NY 12203  
518-218-7410

Store: 667 Trans: 5624 Register: 106

Date: 9/3/2023 01:36 PM

Teammate: Adam

### SALE

Nike Women's Alphafly 2 Run 178.99  
196153937567

Subtotal 178.99  
Tax 14.32  
TOTAL 193.31

VISA DEBIT: \*\*\*\*\*8009  
Paid: 193.31 Chip Approved: 023546  
AID: A0000000031010  
Mode: Issuer

I agree to pay the above amount per the  
issuer agreement.  
Retain this conv for your records

SCORECARD 972108710016

Check your points balance anytime at  
DicksSportingGoods.com



1006671065624090323015

Expires on 12/2/2023

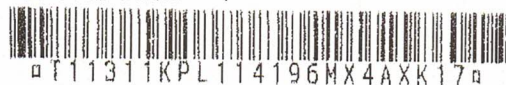
Returns of most items must be made within 90  
days of the original purchase.

For more information, product exclusions and  
restrictions on DICK'S Return Policy, please see  
the back of this receipt, visit your local store or  
go to [DICKS.com/ReturnPolicy](https://www.dicks.com/ReturnPolicy).

Entry Method : INSERT  
Card No. : XXXXXXXXXXXX8009  
Card Type : VISA Debit  
Trans Type : Purchase  
Response : TRANSACTION APPROVED  
Trans Time : 09/03/2023 11:56 AM  
Trace No. : 00203147  
Auth Code : 935816  
Mode : Issuer  
CVM : Verified by PIN  
AID : A0000000980840  
TVR : 8000048000  
TSI : 6800  
AC : B1A774D6A8B9070F  
App Label : US DEBIT  
Amount : \$ 246.69

Change 0.00

Sold Item Count = 4



We are happy to provide a full refund or exchange within 30 days of original purchase date. Product must be unworn and unwashed, with hang tags attached, or in box for footwear, and accompanied by proof of purchase. Exchange only with gift receipt. Exchange only for items being returned outside the country of purchase. Gift cards are non-refundable. All sale items and face masks are final sale. Like New products cannot be returned in store. Our quality promise: If our product doesn't perform for you, we'll take it back. Additional terms and restrictions apply. See lululemon.com for details. For Membership, see Membership terms and conditions.

Shop how and when you want - check out our online and in-store services on our website or app.

Have lululemon gear you're no longer using? Trade it in at a local store and get credit. Visit <http://likenew.lululemon.com> for details.

Guest Copy



518-218-7410

Store: 667 Trans: 5624 Register: 106

Date: 9/3/2023 01:36 PM

Teammate: Adam

SALE

Nike Women's Alphafly 2 Run 178.99  
196153937567

Subtotal 178.99

Tax 14.32

**TOTAL 193.31**

VISA DEBIT: \*\*\*\*\*8009

Paid: 193.31

Chip

Approved: 023546

AID: A0000000031010

Mode: Issuer

I agree to pay the above amount per the issuer agreement.

Retain this copy for your records

**SCORECARD 972108710016**

Check your points balance anytime at  
[DicksSportingGoods.com](https://dicksportinggoods.com)



**Expires on 12/2/2023**

Returns of most items must be made within 90 days of the original purchase.

For more information, product exclusions and restrictions on DICK'S Return Policy, please see the back of this receipt, visit your local store or go to [DICKS.com/ReturnPolicy](https://DICKS.com/ReturnPolicy).

**Join DICK'S Text Alerts!**

Text WIN to 41389 to get recurring autodialed marketing messages at the number used at opt-in. Message & data rates apply. Consent is not required for purchase. Text STOP to cancel.

Terms: [DICKS.com/terms](https://DICKS.com/terms)  
Privacy Policy: [DICKS.com/privacy](https://DICKS.com/privacy)



From: Amazon.com auto-confirm@amazon.com  
Subject: Your Amazon.com order of "Rechargeable LED...".  
Date: November 15, 2008 at 10:51 AM  
To:



## Order Confirmation

Thank you for shopping with us. We'll send a confirmation when your item ships.

### Details

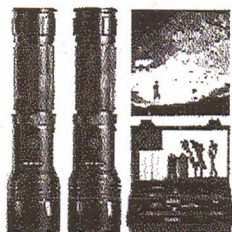
Order #114-4402586-9505017

Arriving:  
Tuesday, November 21

Ship to:

Order Total: \$49.20

[View or manage order](#)

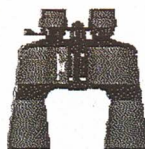


Rechargeable LED Flashlight...  
Qty : 1

We hope to see you again soon.

Amazon.com

Recommended for you based on items in your order



10-30x50 Zoom  
Binoculars for...  
\$46.99 ✓prime



TUNFOU Headlamp  
Rechargeable,  
150000...  
\$39.99 ✓prime

From: Amazon.com auto-  
confirm@amazon.com

Subject: Your Amazon.com order of "Hongqizo  
Women's V Neck..." and 5 more items.

Date: Nov 14, 2023 at 8:23:00 PM

To: \_\_\_\_\_

---



## Order Confirmation

Hello \_\_\_\_\_

I thank you for shopping with us. We'll send a  
confirmation when your items ship.

Details

Order #114-0807171-0536231

Arriving:  
Saturday, November  
18

Ship to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[View or manage order](#)

**Order Total: \$111.53**



Roselux Womens Long Sleeve ...

Qty : 1

Mail

Contacts

Calendar

Tasks

Briefcase

Preferences

Amazon Order's

Close

Reply

Reply to All

Forward

Delete

Spam

Actions



## Amazon Order's

From:

To:



Order date Nov 14, 2023  
Order # 114-0807171-0536231  
Order total \$171.53 (6 items)

## Shipment 1 of 2

Amazon Day Delivery

## Delivered

Delivery Estimate

Saturday, November 18, 2023 by 8pm



**Roselux Womens  
Long Sleeve Scoop  
Neck Ribbed Knit  
Fitted Casual Tops**  
Qty: 1  
Sold By: ANGELFISH

\$23.99



**Ficerd 2 Pack  
Women's Lightweight  
Sweaters, Crew Neck  
Long Sleeve**  
Qty: 1  
Sold By: QIUSER

\$34.99



**Hongqizo Women's V  
Neck Long Sleeve  
Sweater Half Zipper  
Knit**  
Qty: 1  
Sold By: Hongqizo

\$37.99



Mail

Contacts

Calendar

Tasks

Briefcase

Preferences

Amazon Order's

Close

Reply

Reply to All

Forward

Delete

Spam

Actions





Mail   Contacts   Calendar   Tasks   Briefcase   Preferences   Amazon Order's

Close   Reply   Reply to All   Forward   Delete   Spam   Actions

**Payment method**

Visa ending in

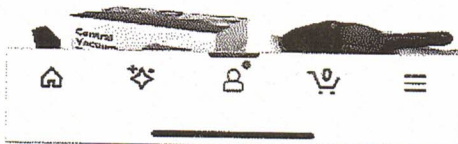
Amazon gift card balance

**Billing Address****Shipping address**

United States

**Order Summary**

Items:	\$160.54
Shipping & Handling:	\$0.00
Total Before Tax:	\$160.54
Estimated Tax Collected:	\$4.81
Gift Certificate/Card:	-\$53.82
<b>Order Total</b>	<b>\$111.53</b>

**Pick up where you left off**

Mail   Contacts   Calendar   Tasks   Briefcase   Preferences   Amazon Order's

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8:47



Search Amazon.com

Order date   Nov 15, 2023  
Order #   114-4402586-9505017  
Order total   \$49.20 (1 item)

**Shipment details**

FREE Prime Delivery

**Delivered**

Delivery Estimate

Tuesday, November 21, 2023 by 9pm



Rechargeable LED   \$45.98  
Flashlights High  
Lumen,300,000  
Lumens Super Bright  
Qty: 1  
Sold By: SKNSL Outdoor Brand

**Payment information**

Payment method

Billing Address





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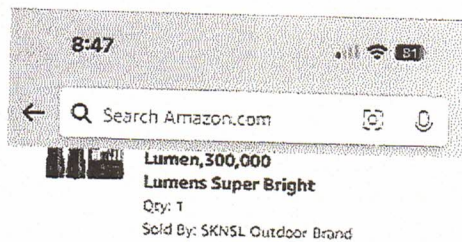
Reply to All

Forward

Delete

Spam

Actions

**Payment information****Payment method**

Visa ending in 2685

**Billing Address****Shipping address**

United States

**Order Summary**

Items:	\$45.98
Shipping & Handling:	\$0.00
Total Before Tax:	\$45.98
Estimated Tax Collected:	\$3.22
<b>Order Total</b>	<b>\$49.20</b>



Sent from my iPhone

## Request for Certification of Sufficient Funds

Submittal Date: 1.31.2024

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):

### CLOTHING ALLOWANCE REIMBURSEMENT 2023

Appropriation – Current Budget Expense Org/Object/Proj(s): A3143124-54160 - CLOTHING

Amount Requested for Approval: \$ 750.00

Current Amount Available: as per MUNIS \$15493.00

Transfer/Amendment Pending: \$

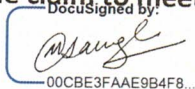
Transfer/Amendment Date: \_\_\_\_\_

  
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.

  
00CBE3FAAE9B4F8...

2/1/2024

Commissioner of Finance

Approval Date

## 2023

REMIT ADDRESS

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.



# Jones & Bartlett Learning, LLC

25 Mall Road, Burlington, MA 01803

Toll Free: 800-832-0034 | Fax: 978-443-8000

www.jblearning.com | info@jblearning.com

## INVOICE

Date	Customer	Purchase Order	Invoice	Total Amount Due
11-01-2023	01014710		767531	\$0.00

Billing Address

Shipping Address

Page	Terms	Sales Rep	Ship Via
1	Net 30 Day		FedEx Home Delivery

ISBN	Item	Qty	Description	Price	Disc %	Amount	
9781284274004	27400-4	1	BU- NVE: Nancy Caroline's ECS 9e E  Thank you for your business.	\$451.95	0.00	\$451.95	
			Product Amt	Shipping	Tax Amt	Cash Amt	Total Amt
			\$451.95	\$0.00	\$31.64	\$483.59	\$0.00

All invoices are payable in US dollar/drawn on US bank. Please note which invoice(s) will be paid with your remittance.  
Remit to address: PO Box 417289, Boston, MA 02241-7289

All claims must be made within 30 days after receipt of shipment. For return policy and instructions see  
[www.jblearning.com/booksellers/returns](http://www.jblearning.com/booksellers/returns).



Request for Certification of Sufficient Funds

Submittal Date: 1.30.2024

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):

(FIREFIGHTER)

REIMBURSEMENT 2023 COLLEGE BOOK

Appropriation – Current Budget Expense Org/Object/Proj(s): A3143414-54570


Amount Requested for Approval: \$ 451.95

DS  


Current Amount Available: \$24,410.51 \$24,314.51 available 02/01/24

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.

DS  


2/1/2024

\_\_\_\_\_  
Commissioner of Finance

\_\_\_\_\_  
Approval Date