



CITY OF SARATOGA SPRINGS

City Council Meeting



July 7, 2020

Recreation Center - Council Meeting Room
15 Vanderbilt Ave Saratoga Springs, NY 12866

PUBLIC HEARINGS BEGIN 6:55 P.M.

 [Print](#)

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

EXECUTIVE SESSION:

CONSENT AGENDA

1. Approval of 4-7-2020 City Council Meeting Transcript
2. Budget Transfers - Regular
3. Budget Amendments - Regular (Increases)
4. Approve Payroll 6/19/20 \$482,109.32
5. Approve Payroll 6/26/20 \$468,415.76
6. Approve Payroll 7/03/20 \$569,048.88
7. Approve Warrant - 2020 20MWJUN2 \$48,865.31
8. Approve Warrant - 2020 20MWJUL1 \$60,727.12
9. Approve Warrant - 2020 20JUL1 \$1,804,493.13

MAYOR'S DEPARTMENT

1. Announcement: Age-Friendly Survey for Saratoga County
2. Appointments: Community Development Citizens Advisory Committee
3. Discussion and Vote: Approval of the 2020 Recreation Summer Camp Personnel Hourly Wage Rates
4. Discussion and Vote: Approval of the revised 2020 Standard Field Use Agreement, 2020 Saratoga Little League Field Use Agreement, 2020 Saratoga Miss Softball Field Use Agreement, and 2020 Saratoga/Wilton Youth Baseball Field Use Agreement
5. Discussion and Vote: Memorandum of Agreement Between the City of Saratoga Springs and the Capital District Transportation Authority Regarding Geyser Road and Route 50 Improvements
6. Discussion and Vote: Approval of Paper Street Conveyance and Authorization for Mayor to Sign Transfer Documents

7. Discussion and Vote: Authorization for Mayor to Sign Deed for sale of Workforce Housing Unit at 289 Jefferson Street Unit 18
 8. Discussion and Vote: Authorization for Mayor to Sign Deed for sale of Workforce Housing Unit at 289 Jefferson Street Unit 19
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ACCOUNTS DEPARTMENT

1. Discussion and Vote: Accept Donation of Hand Sanitizer from Cooperstown Distillery
 2. Award of Bid: Extension of Bid HVAC Services to BPI Mechanical for Department of Public Safety
 3. Award of Bid: Extension of Bid Plumbing Services to BPI Mechanical for Department of Public Safety
 4. Appointment: Joy King to Board of Assessment Review
 5. Award of Bid: Sodium Hypochlorite to Surpass Chemical Co., Inc.
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FINANCE DEPARTMENT

1. Update: Finance Department – COVID-19 and City Finances
 2. Discussion and Vote: Budget Amendments - Payroll
 3. Discussion and Vote: Budget Transfers - Contingency
-

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Contract with Surpass Chemical Company Inc for Water Treatment Plant Chemicals
 2. Discussion and Vote: Approval to Accept Donation From Saratoga Miss Softball
-

PUBLIC SAFETY DEPARTMENT

1. Announcement: Phase 4 Reopening
 2. Announcement: Community Conversation
 3. Discussion and Vote: Authorization for Mayor to sign amendment with Axon
 4. Appointment: Complete Streets Advisory Committee
 5. Discussion and Vote: Accept donation for the SSPD K9 Unit
 6. Discussion and Vote: Authorization for Mayor to sign contract extension with BPI Mechanical Services for HVAC services
 7. Discussion and Vote: Authorization for Mayor to sign contract extension with BPI Mechanical Services for Plumbing services
 8. Discussion and Vote: Authorization for Mayor to Sign Lease Agreement with Ricoh
-

SUPERVISORS

1. Matthew Veitch
 1. Saratoga County Reopening Committee Update
 2. Tara Gaston
 1. COVID-19 Update
 2. Board of Supervisors Update
-

ADJOURN



April 7, 2020

CITY OF SARATOGA SPRINGS
Special City Council Meeting
Recreation Center
15 Vanderbilt Avenue

6:55 p.m. – P.H. – Amendments to Chapter 225, Section 77 Schedule XII of the City Code – Stop Intersections and Chapter 225-12B and 225-69 of City Code – Speed Limits Outside District
P.H. – Substantial Amendment to City CDBG Entitlement Action Plan

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

CONSENT AGENDA

1. Approval of 3/16/20 City Council Meeting Minutes
2. Approval of 3/17/20 City Council Meeting Minutes
3. Budget Amendment – Regular (Increases)
4. Budget Transfers – Regular
5. Budget Amendments - Insurance
6. Approve Payroll 3/20/20 \$494,484.89
7. Approve Payroll 3/27/20 \$515,563.87
8. Approve Payroll 4/3/20 \$646,883.34
9. Approve Payroll 4/10/20 \$476,329.97
10. Approve Warrant – 2020 20MWMAR3 \$110,171.62
11. Approve Warrant – 2020 20MWAPR1 \$2,621.95
12. Approve Warrant – 2020 20APR1 \$2,986,483.76

MAYOR'S DEPARTMENT

1. Announcement: Holding City Council Meetings Using Zoom
2. Announcement: 2020 Census Self-Reporting Reminder
3. Announcement: Bronze Certified Climate Smart Community
4. Proclamation: Federal Fair Housing Month
5. Discussion and Vote: Civil Service Commission Appointment (20-117)
6. Discussion and Vote: Discontinuation of Use of Senior Center for Emergency Shelter as of 4/6/20 (20-118)

7. Discussion and Vote: Resolution Authorizing NYS DOT Master Agreement for Saratoga Springs Sidewalks Missing Links Program (20-115)
8. Discussion and Vote: Substantial Amendment to 2019 Community Development Block Grant Action Plan (20-119)
9. Discussion and Vote: Authorization for Mayor to Sign NYSEERDA Modification 3 to Agreement 39520 (Cleaner, Greener Communities Grant), Funding for the Unified Development Ordinance (20-120)
10. Discussion and Vote: SEQRA for Easement Agreement Between Franchise Oversight Board and City of Saratoga Springs (20-121)
11. Discussion and Vote: Authorization for Mayor to Sign Easement Agreement with the NYS Franchise Oversight Board for Henning Rd. Property for Fire/EMS Facility (20-122)
12. Discussion and Vote: Authorization for Mayor to Sign Cost Reimbursement and Escrow Agreement with the NYS Franchise Oversight Board (20-123)

ACCOUNTS DEPARTMENT

1. Award of Bid: Extension of Bid for Medical Supplies to Bound Tree Medical, Henry Schein, and McKesson (20-124)

FINANCE DEPARTMENT

1. Presentation: Update: Finance Department – VLT, Financial Projections, and Processes
2. Announcement: Late Fees for City, County and Delinquent School Taxes
3. Discussion and Vote: Contract Termination (20-125)
4. Discussion and Vote: Approval to Pay Invoices in the Amount of \$1,500.00 to LookTV (20-126)
5. Discussion and Vote: Budget Amendments – Payroll (20-127)
6. Discussion and Vote: Budget Transfers – Payroll (20-128)
7. Discussion and Vote: Budget Transfers – Benefits (20-129)

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Change Order #1 with MidState Industries, Inc. for Canfield Casino Project (20-130)
2. Discussion and Vote: Authorization for Mayor to Sign Change Order #2 with Upstate Companies, LLC for DPW Dispatch Building (20-131)
3. Discussion and Vote: Authorization for Mayor to Sign Change Order #1 with George Martin & Son, Inc. for DPW Dispatch Building (20-132)
4. Discussion and Vote: Authorization for Mayor to Sign Intermunicipal Agreement Between the County of Saratoga and City of Saratoga for the Management of Single-Stream Recyclables Collection (20-133)
5. Discussion and Vote: Authorization for Mayor to Sign Change Order #8 thru #12 with DLC Electric for City Hall Renovation – Electric (20-134)

PUBLIC SAFETY DEPARTMENT

1. Announcement: Virus Update
2. Discussion and Vote: Approval to Pay Invoice to VRS Sales, Ltd. In the Amount of \$2,382.10 (20-135)
3. Discussion and Vote: Authorization for Mayor to Sign Contracts with BoundTree Medical, Henry Schein, & McKesson for Emergency Medical Supplies (20-136)
4. Discussion and Vote: Amend Chapter 225 of the City Code, Section 225-77, Schedule XII – Stop Intersections (20-137)
5. Discussion and Vote: Amend Chapter 225-12B & 225-69 of the City Code (20-138)
6. Discussion and Vote: Approval to Encumber 2019 Capital Funds to the 2020 Capital Budget (20-139)

SUPERVISORS

Matt Veitch

1. Saratoga County COVID-19 Response Update
2. County Public Safety Building Update
3. NYS Budget Update

Tara Gaston

1. County Meetings
2. COVID-19 Update
3. Public Forum

ADJOURN

DRAFT



April 7, 2020

CITY OF SARATOGA SPRINGS
Special City Council Meeting
Recreation Center
15 Vanderbilt Avenue

PRESENT:

Meg Kelly, Mayor
Michele Madigan, Commissioner of Finance
John Franck, Commissioner of Accounts (via phone)
Anthony Scirocco, Commissioner of DPW (via phone)
Robin Dalton, Commissioner of DPS

STAFF PRESENT:

Lisa Shields, Deputy Mayor
Maire Masterson, Deputy Commissioner of Accounts
Eileen Finneran, Deputy Commissioner of Public Safety

Vince DeLeonardis, City Attorney

Matt Veitch, Supervisor
Tara Gaston, Supervisor

Transcriber's note: this meeting is being conducted in accordance with Executive Order 202.1 and is a full transcript of the meeting.

Transcript begins at 6:58 p.m.

Mayor Kelly: Okay. Welcome to City Council meeting April 7, 2020. We at 6:55, we have two public hearings tonight. The first public hearing is to amend Chapter 225 of the City Code – Stop Intersections and Speed Limits Outside, on the Outside District. I'll turn it over to Commissioner Dalton.

Commissioner Dalton: Okay. We have two public hearings like the mayor said. The first is amendments to Chapter 225 section 77, schedule 12 of the City Code – Stop Intersections. And Chapter 225 – 69 of the City Code – Speed Limits Outside Districts.

The first public hearing number one is to codify the stop signs at McKenzie's Way development. And I have not received any public comments about this amendment.

The second hearing is to codify the speed limit in the outside district. And I received one public comment I am going to read into the record. Shall I do that now mayor?

Mayor Kelly: Yes, please.

Commissioner Dalton: Okay. This is from Jennifer Natyzak. I apologize if I pronounced that incorrectly; at 34 Clark Street.

"I write in support of the legal notice regarding lowering the speed limit in the outer tax district to 30 mph from 40 mph from Mr. Franck. In addition, I encourage the City to decrease the inner tax district speed to 20 mph. Given these unprecedented times, vehicle traffic is at an all time low, and pedestrian and cycling

traffic is at an all-time high. We need to ensure our drivers are prepared and cautious for pedestrians, cyclists, families, and children in the roadways. With less traffic and open roadways, people are inclined to drive faster than the speed limit, and we need to take every precaution to ensure that drivers are prepared for residents walking and biking. Last week I was in my car at the intersection of Lake Avenue and Crommelin Drive stopped in a line of four cars for a family of five to hobble across the roadway. I'm grateful these drivers at the front were traveling slower than the posted speed limit and paid attention to keep this family safe. We must implement this slower speed limit, 20 mph in inner tax zone and 30 mph in the outer tax district, to keep everyone in our community safe."

Mayor Kelly: Okay. Thank you. Do we have anyone in the waiting room? Hello, can you hear me? Joseph can you hear me? Archer can you hear me? We do have two people waiting, just be patient. Joseph can you hear me? Archer can you hear me? Okay, if they are on the live stream, if you could watch the live stream, Joseph and Archer you need to un-mute yourselves and use live audio. Joseph can you hear me? Do we have an e-mail for these people? Archer can you hear me? Joseph can you hear me? I'm going to continue on and we'll see if they can get their audio working.

Our second public hearing. I'm not going to close it so we can see if we can get these comments so we will wait a second. The second public hearing is Substantial Amendment to City Development Block Grant – CDBG Entitlement Action Plan. The City of Saratoga Springs is proposing the addition of a new activity under its 2019 CDBG Action Plan. HUD defines this "Substantial Amendment," which requires a five-day Public period, and a Public Hearing. The amendment is as follows: Using federal funding awarded by HUD to our Community Block Grant Entitlement Program, the City proposes to assist Shelters of Saratoga with its efforts to move the homeless population, currently at Code Blue, from their congregate setting to a local hotel. Funds will be reallocated from the Economic Development Revolving Loan Fund for this emergency priority project in the amount of \$61,950. This Public Hearing will be closed tonight upon a hearing if there are any comments out there in the public. So at this time I'll see - Joseph can you hear me? Archer is still muted. I would ask that they send their comments in by e-mail. And Commissioner Dalton you'll be closing your public hearings tonight?

Commissioner Dalton: Hopefully, we can get their comments e-mailed to us so I can read them into the record before we close out the hearing.

Mayor Kelly: Okay. Can we do that later in the meeting? We'll wait to close those at the end of the meeting. Hopefully, we'll hear from them. I don't know what they're commenting on so we will come back to them at the end of our meeting.

Commissioner Dalton: Thank you mayor.

Mayor Kelly: At this time, I'd like roll call please.

Secretary to the City Council:
Commissioner Franck – present
Commissioner Madigan – present
Commissioner Scirocco – yes, here
Commissioner Dalton – present
Mayor Kelly – here
Supervisor Veitch – here
Supervisor Gaston – here

Mayor Kelly: Thank you. Please rise for the pledge of allegiance.

All: "I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

Mayor Kelly: Thank you. Public Comment period tonight. The public is free to submit comments by e-mail relative to any agenda item or any other items. Public comments can be sent to the Council via public.comment@saratogasprings.org. There are no presentations tonight and there's no executive session tonight.

On to the Consent Agenda. Are there any edits or comments for the Consent Agenda as published?

I move that the City Council approve the Consent Agenda as described with this agenda. This is a motion. Is there a second?

Commissioner Madigan: Second.

Mayor Kelly: Any discussion? All those in favor say aye.

All: Aye.

Mayor Kelly: Any opposed? Abstentions? **The matter passes.**

On to the Mayor's Department. My first item is an announcement: holding City Council meetings via Zoom. During the stay at home order, the City Council will be meeting via Zoom. Our meetings will be live streamed and recorded on website as always. Members of the public can participate in public hearings via Zoom. Public comments can be sent to the Council via public.comment@saratoga-springs.org. Visit our website to find out how you can stay connected and attend from home. I do think that on the public hearing end where you can come in via Zoom we really need people to understand how this works before they try to sign on for their first time because we have to get the audio up there.

My second item is an announcement; the 2020 Census self-reporting reminder. On March 12th, the US Census Bureau began mailing out invitations to citizens to participate in the 2020 Census. By April 1st, 2020, every home will have received an invitation to participate in the 2020 Census. You will have three options to respond – on line, by phone, or by mail. The City of Saratoga Springs current self-response rate is about 33 percent. New York self-response current rate is currently about 28 percent, so we are ahead of the statewide average. But I would definitely like to see this increase even more. For more information or to complete the census, please visit 2020census.gov.

My third item is an announcement - Bronze Certified Climate Smart Community. On December 20th, 2011, the City of Saratoga Springs Council unanimously approved the Climate Smart Communities resolution and pledged to be a Climate Smart City. Climate Smart Community is a New York program that helps local governments take action and to reduce greenhouse gas emissions and to adapt to a change in climate. On December 31, 2019, the City of Saratoga Springs, in partnership with Raina Caldwell, chair of the City's Climate Smart Task Force submitted an application to become a Bronze Climate Smart Community. We are very proud to have had our application accepted and to be named a Bronze Climate Smart Community. And I would personally like to thank Tina Carton, who is our administrator for parks, open land, sustainability, and historic preservation, and Rain Caldwell for their hard work in getting this done. It was a lot of work.

My next item is a proclamation – Fair Housing Month. April is Fair Housing Month, which the City marks with an annual proclamation. I will read this proclamation into the record: Whereas, April marks 52nd anniversary of the passage of the Fair Housing Act of 1968 which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and, whereas aforementioned federal acts insure fair housing opportunities regardless of race, color, national origin, and religion, sex, family status, disability; and, whereas, New York State laws cover all the same characteristics, but also protects based on religion, marital status, sexual orientation, age, and military status; and, whereas, the Violence Against Women's Re-authorization Act of 2013 ensures housing protection for victims of domestic violence, dating violence, sexual assault, and stalking. Whereas, the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the federal government; and whereas, vigorous local efforts to combat discrimination can be effective if not more so than the federal

efforts. Whereas, illegal barriers to equal opportunity in housing, no matter how subtle, this diminished rights of all. Now therefore, be it resolved, that in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women; I Meg Kelly, mayor of the City of Saratoga Springs, New York, does hereby join the national celebration proclaiming April 2020 as Fair Housing Month.

Going on to my next item is discussion and vote: Civil Service Commission appointment. Tonight I am recommending Deirdre Ladd for the Civil Service Commission. Deirdre will be completing a term for a member who resigned from the Commission. Her term will run from 4/7/20 to 5/20/20. Deirdre has years of public and private service experience including time spent working at Skidmore and as an adjunct marketing professor and advisor. And, at the Marketing for Good, a Saratoga base business specializes in aiding not for profit organizations through the fundraising campaign. Deirdre was also working with Commissioner Madigan as deputy of finance and Commissioner Madigan highly recommends Deirdre for this position.

I move for the City Council to approve Deirdre Ladd as Civil Service Commissioner for the term running 4/7/20 to 5/20/20. (20-117)

This is a motion. Is there a second?

Commissioner Madigan: Second.

Mayor Kelly: Any discussion?

Commissioner Madigan: Thank you mayor. I think Deirdre Ladd will make an excellent addition to the Civil Service Commission.

Mayor Kelly: Thank you.

Commissioner Dalton: I also wanted to say that I am really happy to see Deirdre back working with City Hall because I think she has a lot to offer. I'm thrilled to have her involved again.

Mayor Kelly: Great. Thank you commissioners. All those in favor say aye.

Council: Aye

Mayor Kelly: Any opposed? Abstentions? The matter passes.

My next item is discussion and vote: discontinuing the use of the Senior Center as an emergency shelter.

I move that the City Council allow the discontinuation of the use of the Senior Center as an emergency shelter as of 4/6/20. (20-118)

This is a motion. Is there a second?

Commissioner Dalton: Second.

Mayor Kelly: Any discussion? I would just like to thank Lois Celeste, the executive director of the Senior Center, and her staff. They turned their business upside down, they worked with us side by side, and I couldn't be happier. They have their building back. We exited over the weekend. We had it cleaned. So they're all happy. So all those in favor say aye.

Council: Aye.

Mayor Kelly: Any opposed? Abstentions? The matter passes.

My next item is discussion and vote: authorizing New York State DOT master agreement for Saratoga Springs sidewalk missing links program. If this resolution is adopted, the New York State Department of Transportation will provide federal funding reimbursement to the City for the design work to be accomplished on this federally funded local project. The City has already accepted the grant funding and completed budget transfers so that this money is allocated for this project. The resolution and master agreement need to be adopted as written.

I move that the City Council approve the resolution authorizing New York State DOT master agreement for Saratoga Springs sidewalk missing links program as included with this agenda. (20-119)

This is a motion. Is there a second?

Commissioner Dalton: Second.

Mayor Kelly: Any discussion? All those in favor say aye.

Council: Aye.

Mayor Kelly: Any opposed? Abstentions? The matter passes.

My next item is discussion and vote: substantial amendment to the 2019 Community Development Block Grant Action Plan. The City is proposing that the addition of a new activity.....Vince can you hear me?

Vince DeLeonardis: Yes.

Mayor Kelly: Do I have to close this public hearing before I vote on it?

Vince DeLeonardis: In order to vote on it you will have to close the public hearing. But, if you want, mayor, you can hold it until the end of the meeting to see if you can get contact with the individuals.

Mayor Kelly: Okay. I'm going to hold on my number eight item and I'll go to number nine. My number nine item is discussion and vote: authorization for the mayor to sign NYSERDA modification three to agreement 39520 Cleaner, Greener Communities Grant funding for the Unified Development Ordinance. The current duration of this grant lasts until 1/31/2020. The modification in question will allow an extension of time for the project to completed up to 3/31/2021.

I move that the City Council authorize the mayor to sign NYSERDA modification three to agreement number 39520 Cleaner, Greener Communities Grant funding for the Unified Development Ordinance as included with this agenda. (20-120)

This is a motion. Is there a second?

Commissioner Madigan: Second.

Mayor Kelly: Any discussion? All those in favor say aye.

Council: Aye.

Mayor Kelly: Any opposed? Abstentions? The matter passes.

I'm going to try to go back for the public hearing one more time before I go on so, Lisa is going to bring them back in right now. Archer, can you hear me? They're connecting.

Alan: Yeah, I can hear you. It's Alan.

Mayor Kelly: It's Alan?

Alan: Yes, I can hear you.

Mayor Kelly: What are you calling in to comment on?

Alan: I'm calling in to listen to the part about the EMS easement.

Mayor Kelly: Okay, sir. This is for our public comments. You are in the wrong area. You can exit out of here and you can watch it on your livestream. If you go to the City website. This is only for a public hearing.

Alan: Okay. Thank you.

Mayor Kelly: Okay. Thank you. Jessica, can you hear me?

Jessica: I'm getting out as well.

Mayor Kelly: Okay. Thank you. Thank you Jessica. I think that we are all set. We'll go back and both Commissioner Dalton, you'll be closing your public hearing. That's correct?

Commissioner Dalton: Yes, correct.

Mayor Kelly: Okay. And I will be closing mine too; and that is substantial amendment to the City Community Development Block Program Entitlement Action Plan. So, then I will go back to my number eight and get that done. This will be discussion and vote: substantial amendment to 2019 Community Block Grant Action Plan. The City is proposing the addition of new activity under its 2019 CDBG Action Plan rising to the level of substantial amendment, which requires Council action. In effort to curb community spread of COVID-19 throughout the City of Saratoga Springs, the City proposes to provide financial support to Shelters of Saratoga to move our homeless population, currently sheltered at Code Blue, in their group setting to the Holiday Inn at 232 Broadway. City funds will be reallocated to the emergency priority project, are to be drawn down from the economic development revolving loan fund in the amount of \$61,950. The public comment period on this substantial amendment is April 2nd to the 7th, 2020.

I move that the City Council authorize the mayor to enact the substantial amendment to the 2019 Community Development Block Grant Action Plan as described with this agenda. (20-121)

This is a motion. Is there a second?

Commissioner Madigan: Second.

Mayor Kelly: Any discussion? All those in favor say aye.

Council: Aye.

Mayor Kelly: Any opposed? Abstentions? The matter passes.

So, now I am going on to item number ten. My next three items will be led by Vince DeLeonardis, our city attorney. I will the first item is discussion and vote: SEQRA for easement agreement between franchise oversight board and the City of Saratoga Springs.

Vince DeLeonardis: Thank you mayor. I want to provide a little background and start by pointing out that our City is served by a career fire department consisting of 64 sworn members dedicated to providing fire, rescue, and EMS services to residents and visitors within the nearly 30 square mile boundary of our City. The area is currently covered by two stations. Station one is our main station located in the City's downtown core at 60 Lake Avenue and includes an engine company and an ambulance in addition to

administrative offices. Station two is located on the City's west side at 166 West Avenue and includes an engine company and an ambulance. Station two was originally constructed in the 1970's in response to what was then a significant development in the western part of the City.

The eastern part of the City, commonly referred to as the eastern ridge, or district three, has also experienced significant growth over the last several decades. Call volume has seen a steady increase and given the location of our two existing stations, response times to the eastern part of our City are not in line with NFPA recommendations. For many, many years, the City has endeavored to locate property to house a third fire and EMS facility that would enable us to increase response times to the eastern ridge and serve all other portions of the City in conjunction with stations one and two.

Last year, the mayor began discussions with NYRA and the New York State Franchise Oversight Board, which ultimately culminated into the items which are on the agenda this evening and, which were identified by the mayor. Those items including the SEQRA analysis, the easement agreement, and the escrow agreement; which are the items ten, eleven, following this item. All relate to the proposed easement of 2.36 acres of land located on Henning Road. The land is owned by the State of New York, is under the control of NYRA through its franchise agreement, and is overseen by the New York State Franchise Oversight Board. This property will finally allow the City to construct a much needed and long awaited third fire and EMS facility to better serve those on the eastern ridge and indeed everyone throughout the City in conjunction with stations one and two.

In advance of this evening's meeting, we have received numerous comments from the public. In fact, we have received upwards of 100 comments, and I believe all but just a few were positive and in favor of the easement, clearly indicating that the majority of the residents are supportive and encouraging this Council to move forward. I do want to address some of the concerns that were raised by residents along Fifth Avenue and by Claudia Braymer, an attorney retained to represent some of those residents. Miss Braymer contends that the redevelopment plan and SEQRA analysis, which was previously conducted in 2016, as part of NYRA's effort to implement improvements at the race track did not contemplate a fire and EMS facility is somehow not permissible. This contention, however, is incorrect. The redevelopment plan contemplated improvements as part of a conceptual master plan, which included two primary development areas; the front side and the backstretch; not the area at issue. Many of those improvements have since been implanted or are in progress. However, simply because the proposed fire and EMS facility was not contemplated back in 2015 or 2016, when NYRA presented its redevelopment plan does not thereby make it impermissible. That logic would suggest that any future development not contemplated at that time would not be allowed and that is not the case. The easement on the agenda this evening is still subject to SEQRA review and we are proceeding accordingly. Another contention raised is that the fire and EMS facility would not be allowed under our zoning ordinance. This is also incorrect. While the zoning designation for the area contemplated is HTR or horse track related Section 1.6 of our Zoning Ordinance clearly and unambiguously provides that the City is exempt from the provisions of the ordinance as is the State of New York, who owns the subject property.

Attorney Braymer also suggests that Henning Road is "not the best location for the intended area of service". Now, unlike the other contentions just discussed, which can be easily dismissed as meritless, location is one, which will always be subject to opinion. However, if we start with the understanding that the eastern ridge, or district three, includes all areas in the City east of the Northway, and if we recognize that Henning Road is uniquely situated between the two primary gateways which lead to the eastern ridge; that is Lake Avenue and Union Avenue, then we will understand that the proposed location is in fact ideal for the intended area of service. Moreover, we effectively have two fixed points; our existing station one, and the eastern ridge, and we know what the current response times are. It does not take a mathematical expert to appreciate that when you reduce the distance between those two points, you will also reduce the critical response time. I also just want to reiterate, that while the proposed facility will reduce response times to the eastern part of the City that is not the sole purpose. The facility is so intended to operate in conjunction with our existing stations to better serve all parts of this City not just the eastern ridge.

There were also concerns raised with regard to the proximity of the proposed site to the Oklahoma Training Track and the affect the proximity may have on the horses. However, it should be noted that the proposed

development of a third fire and EMS facility at that location has been fully endorsed and supported by both NYRA and the New York Thoroughbred Horsemen's Association. And, if there was any validity to those concerns, they would have raised them. Now as we get into the SEQRA analysis, it is important to understand that this is only for the easement itself and not for any structure or facility; as we have not yet determined what that will look like or include.

The City Council recently awarded a bid and approved a contract for Hueber-Breuer to conduct a needs analysis and feasibility study and to assist us in determining the parameters and scope of the future project; including possible size, scale, features, and design. We are proceeding with an environmental impact analysis of the easement only because it would be far too speculative to try to include project information when such information is not yet known and would be ultimately subject to budget appropriations and Council approval. However, the future development will be subject to evaluation of potential environmental impacts, and that review will be no less protective of the environment.

So, with that, and unless there are any questions, we will proceed with the SEQRA analysis. The mayor has completed and executed Part 1 of the Full Environmental Assessment form and that was previously uploaded with the agenda. I know all of you have had an opportunity to review that, so if you are all comfortable with the information contained in the Part 1, we will proceed with the Part 2. And, is in fact everyone comfortable with the information contained in Part 1?

Council: Yes.

Vince DeLeonardis: The mayor passed proposed answers for the Part 2, but for the benefit of Council and in light of the format we are operating under this evening, I will read the mayor's proposed answers. And, would ask that as I read through it, you all please confirm your agreement with those answers. So, with regard to Part 2 of the Full Environmental Assessment form: Identification of Potential Project Impacts.

With regard to question number one – Impact on land: proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. The proposed answer is NO.

Mayor Kelly: How do you want us to respond?

Commissioner Madigan: You know what; I'm trying to jump to it right now. I pulled it up on the agenda. What page does Part 2 start on?

Vince DeLeonardis: Part 2 is going to follow after Part 1 and Part 1 is I believe...

Mayor Kelly: It goes 13 or 14 pages.

Commissioner Madigan: Yeah, I see that.

Vince DeLeonardis: Part 1 is 13 pages with a couple of attachments.

Commissioner Madigan: So where's Part 2?

Vince DeLeonardis: Right behind that.

Mayor Kelly: It will come right after that.

Commissioner Madigan: Okay, I see. So around page 14 or 15?

Mayor Kelly: Yep.

Commissioner Madigan: I'm jumping there right now.

Vince DeLeonardis: It's blank. The answers are indicated by the mayor although I am reading them and they're proposed answers. So, I just you to confirm as I go through it.

Mayor Kelly: So Vince, how do you want us to give you the proposed okay?

Commissioner Madigan: You can give us the proposed answer and why don't we just jump in if we disagree with your proposed answer.

Vince DeLeonardis: Very good.

On to number two: Impact on Geological Features. The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual landforms on the site. And, the proposed answer is NO.

As I go through these, I just want to reiterate this is only for the easement and not for any facility or structure.

Number three: Impacts on Surface Waters. The proposed action may affect one or more wetlands or other surface water bodies. The proposed answer is NO.

Number four: Impact on Groundwater. The proposed action may result in new or additional use of groundwater, or may have the potential to introduce contaminants to ground water or aquifer. The proposed answer is NO.

Number five: Impact on Flooding. The proposed action may result in development on lands subject to flooding. The proposed answer is NO.

Number six: Impacts on Air. The proposed action may include a state regulated air emission source. The proposed answer is NO.

Number seven: Impacts on Plants and Animals. The proposed action may result in a loss of flora or fauna. The proposed answer is NO.

Number eight: Impact on Agricultural Resources. The proposed action may impact agricultural resources. The proposed answer is NO.

Number nine: Impact on Aesthetic Resources. The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. The proposed answer is NO.

Number ten: Impact on Historic and Archeological Resources. The proposed action may occur in or adjacent to a historic or archeological resource. And, here the proposed answer is YES. The racetrack is a nationally registered property. So, the sub parts to that are:

- a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archeological site or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places. The proposed answer is NO or small impact may occur.
- b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archeological sites on the NY State Historic Preservation Office archeological site inventory. The proposed answer is NO or small impact may occur.
- c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archeological site not included in the New York SHPO inventory. The proposed answer is NO or small impact may occur.

Everyone comfortable?

Council: Yes.

Vince DeLeonardis: Number eleven: Impact on Open Space and Recreation. The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. The proposed answer is NO.

Number twelve: Impact on Critical Environment Areas. The proposed action may be located within or adjacent to a critical environment area. The proposed answer is NO.

Number thirteen: Impact on Transportation. The proposed action may result in a change to existing transportation systems. The proposed answer is NO.

Number fourteen: Impact on Energy. The proposed action may cause an increase in the use of any form of energy. The proposed answer is NO.

Number fifteen: Impact on Noise, Odor, and Light. The proposed action may result in an increase in noise, odors, or outdoor lighting. The proposed answer is NO.

Number sixteen: Impact on Human Health. The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. The proposed answer is NO.

Number seventeen: Consistency with Community Plans. The proposed action is not consistent with adopted land use plans. The proposed action is NO.

Number eighteen: Consistency with Community Character. The proposed project is inconsistent with the existing community character. The proposed answer is NO.

So, if everyone is comfortable with the proposed answers in the Part 2; I will turn it over to the mayor for the Part 3 determination of significance.

Mayor Kelly: Upon review of the information recorded on this EAF, as noted, plus the additional support information, including a determination by the City Council that segmentation is appropriate, whereas, here, information relative to a future fire/EMS facility including structure and site components design and details are too speculative and will be subject to budget appropriations. Any further development will be subject to evaluation of potential environmental impacts and review will be no less protective of environment and considering both magnitude and important of each identified potential impact. It is the conclusion of the Saratoga Springs City Council as lead agent that this project will result in no significant adverse impacts on the environment and therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued. (20-122)

And, I put this in the form of a motion. Is there a second?

Commissioner Madigan: Second.

Mayor Kelly: Any discussion?

Commissioner Madigan: Well we finally did SEQRA on fire/EMS.

Mayor Kelly: All those in favor say aye.

Council: Aye.

Mayor Kelly: Any opposed? Abstentions? The matter passes.

On to my next item is discussion and vote: authorization for the mayor to sign easement agreement between New York State Franchise Board for Henning Road property for fire/EMS facility. Again, I'll turn it over to Vince DeLeonardis.

Vince DeLeonardis: Thank you mayor. As the mayor indicated the easement agreement is between the State of New York acting by and through the Franchise Oversight Board and the City and provides for a perpetual and exclusive easement to use, maintain, and occupy 2.36 acre portion of state property to construct and operate a fire and EMS facility and any necessary appurtenances. The easement is at no cost to the City and its taxpayers. It does contain covenant that the City has to abide by including performing work in a good workman like manner and to the extent practicable incorporating design standards consistent with the New York State Historical Preservation Office; must use the property, obviously in a safe and lawful manner; comply with all federal, state, and local laws; and obtain consent from the grantor with regards to alterations, additions, or improvements. And, we will be working with OGS. In fact, there is an agreement on the agenda immediately following this with regard to OGS oversight. The City is also required to indemnify and hold them harmless for any loss, liability or damage resulting from use of the property and importantly we will have four years in which to construct the fire and EMS facility and thereafter, must be used for that purpose following construction without any interruption greater than two years. Otherwise, the grantor may have the opportunity to provide written notice that the easement would be terminated. That's it in a nutshell. I don't know if there are any questions from the Council members.

Commissioner Madigan: Four years. Is that start of construction or line up the financing?

Vince DeLeonardis: Four years to construct the EMS and fire station.

Commissioner Madigan: We have to complete the project in four years?

Vince DeLeonardis: Yes.

Mayor Kelly: I move that the City Council authorize the mayor to sign the easement agreement with New York State Franchise Oversight Board for the Henning Road property for fire/EMS station as described with this agenda. (20-123)

This is a motion. Is there a second?

Commissioner Madigan: Second.

Mayor Kelly: Any discussion? There is a couple things I want to say here, because I did work closely with a few people going through this process. Tom DeJesus from NYRA has been very helpful to me throughout this process and as Dave O'Rourke. They both opened it with welcome, opened arms and the first meeting I had with Dave O'Rourke, this is what I asked him if we could have some land for this. His immediate answer was I think it is a terrific idea and it's great for NYRA and it's great for the City and it's a great partnership. So, NYRA has embraced this and we are very lucky to have that. Also, Rob Williams from the Franchise Oversight Board. I know Vince you worked side by side with him; I did too in the early stages just explain to them what we were trying to do. So, these three gentlemen have been very helpful bringing this over the finish line tonight. So, I would like to personally thank them all. And, there were many other people along the way but these three gentlemen really put their effort in for the City of Saratoga Springs.

Vince DeLeonardis: Thank you mayor.

Mayor Kelly: Any other discussion? All those in favor say aye.

Council: Aye

Mayor Kelly: Any opposed? Abstentions? The matter passes.

My next item is discussion and vote: authorization for the mayor to sign cost reimbursement and escrow agreement with the New York State Franchise Oversight Board. And, I will turn it over to Vince again. Thank you.

Vince DeLeonardis: Thank you mayor. So, as I indicated, OGS or the Office of General Services will be overseeing the future construction site, much like our Building Department would oversee construction within the City. But, because this is a project on state owned land, and we are a non-state entity, we will have to reimburse OGS for actual out of pocket expenses related to oversight of the project. In order to facilitate that, we will be placing \$75,000 dollars into an escrow account for them to draw from based on invoices approved for costs incurred. If we don't utilize that \$75,000 dollars through the end of the project, it will be reimbursed and if additional costs are required it will have to be replenished. It's a standard escrow agreement with regards to oversight by OGS for this project.

Mayor Kelly: Right. And, I would add to that just for the public, it's actually for paying their staff to do inspections, stuff like that. Is that correct Vince?

Vince DeLeonardis: Yes.

Commissioner Madigan: This is fairly common, right?

Mayor Kelly: Very common.

I move that the City Council authorize the mayor to sign cost reimbursement and escrow agreement with the New York State Franchise Oversight Board as described with this agenda. (20-124)

This is a motion. Is there a second?

Commissioner Madigan: Second.

Mayor Kelly: Any discussion? All those in favor say aye.

Council: Aye.

Mayor Kelly: Any opposed? Abstentions? The matter passes.

Thank you Vince.

Vince DeLeonardis: Thank you.

Mayor Kelly: I have one item I would like to add. It's an item, discussion and vote: add Saratoga Springs Housing Authority appointment.

I move that the City Council approve the addition of an item to my agenda - appointment of Saratoga Springs Housing Authority appointment. (20-125)

This is a motion. Is there a second?

Commissioner Madigan: Second.

Mayor Kelly: Any discussion? All those in favor say aye.

Council: Aye.

Mayor Kelly: Any opposed? Abstentions? The matter passes.

My thirteenth item tonight is an appointment to the Saratoga Springs Housing Authority. Tonight I am recommending Angela M. Kedrick to be appointed to the Saratoga Springs Housing Authority. This term will run from 4/7/20 to 3/3/25. Angela has decades of banking, finance, and housing experience. After graduating from Siena College with a degree in financing, Angela moved to Saratoga Springs in 1992. While living in the City she has worked for Fleet Bank, TD Bank North America, and Adirondack Trust, where she has worked there in their commercial credit department since 2006.

And, this concludes my agenda. Thank you. On to Accounts.

Commissioner Franck: Thank you mayor. We just have one item for this evening. It's an award of bid, extension of bid for medical supplies to BoundTree Medical, Henry Schein, and McKesson.

Upon the recommendation of the Department of Public Safety, I move to extend the bid for medical supplies for BoundTree Medical, Henry Schein, and McKesson for an additional year under the same terms, conditions, and prices as stated in bid 2016-09. (20-126)

That's a motion.

Mayor Kelly: Is there a second?

Commissioner Madigan: Second.

Mayor Kelly: Any discussion? All those in favor say aye.

Council: Aye.

Mayor Kelly: Any opposed? Abstentions? The matter passes.

Commissioner Franck: That concludes my agenda.

Mayor Kelly: Thank you Commissioner. On to finance.

Commissioner Madigan: Thank you mayor. The first item on my agenda is a presentation: update: Finance Department – VLT, financial projections, and processes.

First, I am pleased to announce that the final vote on the NYS 2020-21 Budget has been taken, and VLT Aid to the City of Saratoga Springs, and all municipalities outside of Yonkers, has been restored to amounts budgeted, \$2.3 million dollars. This is an outstanding outcome at this stage in the budget process, as well we've pretty much wrapped up; as especially as we manage COVID-19 related fiscal uncertainties and hard choices that are confronting the City of Saratoga Springs. I do really want to thank Assemblywoman Carrie Woerner. She worked tirelessly to have this reinstated in the budget and my colleagues Mayor Meg Kelly and Commissioner Robin Dalton for their efforts to protect this critical revenue stream. Thank you to you both. The need for support covering the cost for hosting VLT facilities will continue for as long as we're hosting these facilities. In the face of the current economy, this aid is going to be crucial for our ability to protect the health and safety of our City. We will need to remain vigilant, as the state budget does include language that permits the state budget director to make mid-year budget reductions under certain circumstances. Any proposed reductions would be shared with the legislature and then they will have ten days to prepare and adopt their own plan by concurrent resolution. If the legislature does not do so, or they don't take that action, the budget director's proposed reductions would go into effect automatically. Finance is reviewing the best way to utilize the VLT funds going forward. While initially defined as a recurring revenue source, we often find that these funds are at risk. I am starting to believe, after doing this for nine years, that this is a risk we don't want to continue to pass along to the City. Becoming less reliant on VLT in future years, is really where I'd like to start taking the City.

Next, I would like to discuss financial projections, finance processes, the capital budget and other funds. Much of this is contained in a memo I did circulate to the City Council, but in consideration of the public, I

would like to review the materials here. Finance is assessing our revenue, expenditures, and cash circumstances as well as various options based on near term, long-term, moderate, and severe outcomes. Throughout the course of this process, I am in communication with the City's bond counsel, our fiscal advisors, local banks, small businesses, the County, and regionally similarly situated communities such as ourselves; as well as the City's own Legal Department, Human Resources, the Finance Department, and emergency management team resources. The City is fortunate to be facing this pandemic with a healthy financial foundation. It's economy is based on a diversity of sources, though we are closely tied to tourism, entertainment, and social activities, with our vibrant downtown, performing arts center, the rack course and the City Center contributing to the financial success of the City.

In the general operating fund, our revenue for 2020 contains a plan for the City's operations from January to December and that totals \$48.7 million dollars. At this time and through the end of June, we are considering a severe scenario of up to a 75 percent loss of several key revenues. It's harder to judge through December but we may be bracing for an annual decline in our general operating budget revenue of up to \$14 to \$16 million dollars depending on the success of our annual tax collection. This is a worst case scenario. Broken down, this scenario was based on the following: January through June 75 percent loss of one-third of City revenues, most likely affected by the current situation; that's a total of \$5.3 million dollars; July through December, a 50 percent loss of two-thirds of City revenues, most likely affected by the current situation; plus \$500,000 dollar reduction in NYRA admissions tax; and a \$1 million dollar reduction in state revenue sharing which is usually received in December. I estimate a total of \$8.6 million. It really just depends on how long this situation continues. Worst case scenario, we are somewhere like I said between \$14 and \$16 million dollar revenue loss, which is a lot for us. We have 63 different revenue line items. I'm not going to go over every single one of them but they are all equally important to us right now; doubly so.

For expenditures in the general operating fund, since circumstances are changing daily, we are proceeding with some caution regarding how to address our expenditures. I've started putting that notice out to all of the departments. Both over and under estimating our response has consequences. If we hold back, unduly hard City services and employees may suffer needlessly; alternatively, if we fail to sufficiently pull back the City's sustainability may suffer. So, given our strong financial position and excellent community partnerships, the City does have a lot of options on hand including cash on hand, reserves, borrowing, bonding, shared services, and yes reducing expenditures.

To this end, it is my duty as finance commissioner to ask all the departments to carefully consider all expenditures in light of responsible preparation for all potential scenarios. We are duty bound to be prepared regardless of how difficult this may be. I am just as committed to searching for solutions to our revenue situation. I appreciate the support of the City Council in helping with the solutions also.

The elephant in the room is of course employee furloughs. It goes without saying that furloughs are a last resort. Ten years later, we have a City still recovering from the damage that was brought on by the layoffs for us at that time. This will always be in the forefront of our minds and certainly of my mind as we make current decisions. However, we are committed by oath to protect the City and even the most distasteful options must be considered against long and short-term sustainability of the City. There is a new program available to municipalities, the New York State's Department of Labor Shared Work Program, an alternative to lay-offs. I have sent pertinent information to the Council in an effort to review and educate you all about this potential and viable option for the City. In terms of payroll, I have recommended we continue our current payroll process through April 17th, 2020. This date closely coincides with the governor's executive order; and actually, he has extended it until April 29th. It closely coincides with his April 15th executive order.

Full time employees are paid for a normal workweek. Full time employees are expected to work from home and be available during normal work hours. If they need IT or computer assistance, they should notify the IT Department as soon as possible. Permanent part-time employees are being paid for their average workweek regardless of whether or not they are working. This process will remain in place through April 17th. Leading up to this date, we need to be prepared and evaluate decisions post April 17th.

For capital projects and bonding, interest rates for municipal bonds are high and as a result, it is not the time to bond for capital projects. The bond market may recover; we are watching that. We think, maybe in

June, I don't know, but based on some federal legislation that we are also monitoring, which is when the City does typically go out and bond. It's in June. And, at that time, based on re-evaluation of the City's priorities and essential projects, we can determine if it makes sense to bond. If the market has not recovered, I'll look at issuing bond anticipation notes (BAN). So, essential projects and projects we are already committed to can proceed and the City does not become strapped for cash. A BAN is a loan that uses bonds to be purchased in the future as collateral and are considered short term; they're a short-term loan, and are backed by cash on hand. Other funds and budgets; there are seven other funds. Like the general operating fund, each has estimated expenses and estimated revenue to support those expenses. In the capital fund, the expenses are largely supported by revenue in the form of government bonds. The debt service fund expenses are largely supported by property tax. This is not anticipated to decline except for potentially lower collection of taxes.

Water and sewer fund expenses are largely supported by revenue in the form of user fees.

City Center fund, finances are largely independent of the City. These and occupancy tax are revenues it counts on. These will be affected by the current economy.

Downtown Special Assessment District and the West Avenue Special Assessment District funds are largely independent of the City's finances.

So if there are ideas you have for managing expenses, please discuss them with me. We can look to implement them sooner rather than later. If you have questions or concerns, I'm available to meet with you via Zoom, email, you can call me on my cell phone, we can discuss these things. I am available to meet one on one with City Council members. I'm interested in what your ideas might be and I'm also interested in your concerns. I do ask that you communicate directly with me. I am also available to discuss City finances with our chiefs, deputies, human resources, and of our directors, our City attorney, and members of the public. It's not too soon to determine what combination of these efforts will fit our needs. But, it is too soon to state that each will be considered...it's just...forget that. We really got to look at everything and do what's in the best interest of the City and the City taxpayers. Any questions?

Commissioner Franck: I appreciate everything you did. So the people who are at home watching this, you talked about a worst case scenario of \$14 - \$16 million; could you give us the approximate operating budget for 2020 so they can, we can figure that number percentage wise?

Commissioner Madigan: \$48.7 million.

Commissioner Franck: So we are looking at 25% worst case scenario.

Commissioner Madigan: Yes. Any other comments?

Mayor Kelly: No, thank you commissioner.

Commissioner Madigan: Then I will go on to my next agenda item, which is an announcement: late fees for City, County, and delinquent school taxes. In an effort to search for ways to accommodate taxpayers during this difficult time, we've looked into a waiver of fees and penalties as they may relate to tax bills. The New York Conference of Mayors legal team reports that local governments do not have unilateral authority to extend the interest free period with respect to the payment of property taxes. This may only be done pursuant to subdivision 2 of section 925A of the New York State Real Property Tax Law which provides "during a state disaster emergency, the governor may by executive order issued upon the chief executive officer of a city, county, or town, village, or school district in an affected area extend by up to 21 days the final date for payment of taxes without interest or penalty in such county, city, town, village, or school district." Additionally, the governor has the authority under his emergency powers to unilaterally provide for such an extension of the interest free period on a statewide basis. To date, he has taken no such action. With respect to other types of fees or late payments that are established via local law – water, sewer, garbage, local governments do have the ability to extend or modify late penalties and payment dates by promulgating an emergency order that suspends the relevant local law. Such action may only be taken

after a municipality declares a local state emergency. The city attorney confirms that absent action by the governor, we cannot waive the penalty at this time. I just want to make sure the public knows that taxes are due and they are due on time. There is no unilateral waiving of any kind of late fee or interest that may accrue on a late payment as a result.

Item number 3 is discussion and vote: contract termination. The City entered into a contract with LookTV on February 18, 2020 for the recording and airing of City Council meetings. The cost is \$500 a month. The contract expires on December 31, 2020 unless terminated by mutual agreement or by the City with 10 days notice. Given that the current state of emergency, I am recommending that the Council vote to authorize termination of this contract for the following reasons: Council meetings are now being held virtually; all Council meetings are live streamed via the City website and Facebook; and footage is retained permanently; we are facing an austerity budget. Cost benefit analysis, while this has been useful, it is not necessary at this time. I've asked all Council members to review all ongoing contracts in an effort to save on expenses.

I move that the City Council approve the termination of the City's 2/18/20 contract with LookTV per the contract as included with the agenda. This is a motion. (20-127)

Mayor Kelly: Is there a second?

Commissioner Dalton: Second.

Mayor Kelly: Is there any discussion? All those in favor say aye.

Council: Aye

Mayor Kelly: Any opposed? Abstentions? The matter passes.

Commissioner Madigan: Thank you. Item number 4 is a discussion and vote: approval to pay invoices in the amount of \$1,500 to LookTV. This is for LookTV and expenses were accrued after the 2019 contract expired and before the 2020 contract was in place. This is not in compliance with the City Purchasing Policy but services were provided. They were recording in January, February, and into March. I am asking City Council to approve payment for services rendered January through March 2020.

I move that the City Council approve payment of invoices in the amount of \$1,500 to LookTV as included with the agenda. This is a motion. (20-128)

Mayor Kelly: Is there a second?

Commissioner Scirocco: Second.

Mayor Kelly: Is there any discussion? All those in favor say aye.

Council: Aye

Mayor Kelly: Any opposed? Abstentions? The matter passes.

Commissioner Madigan: Thank you. Item number 5 is discussion and vote: budget amendments – payroll. Lines 1 – 2 general fund amendment in the amount of \$340.00 to increase the City Hall plumbers line due to workers' compensation received. Lines 3 – 4 general fund amendment in the amount of \$20,000.00 to increase August vehicle traffic control due to a NYRA donation received.

I move that the City Council approve budget amendments – payroll as included with the agenda. This is a motion. (20-129)

Mayor Kelly: Is there a second?

Commissioner Dalton: Second.

Mayor Kelly: Is there any discussion? All those in favor say aye.

Council: Aye

Mayor Kelly: The matter passes.

Commissioner Madigan: Thank you. Item number 6 – discussion and vote: budget transfers – payroll. Lines 1 – 2 general fund transfer in the amount of \$31,073 to move the communications clerk to the Public Safety Department from the Finance Department. Lines 3 – 4 general fund transfer in the amount of \$13,407 to move wages to injured police officer from active police officers. Lines 5 – 6 general fund transfer in the amount of \$10,661 to move wages to injured firefighters from active firefighters. Lines 7 – 8 City Center fund transfer in the amount of \$10,000 to unemployment from labor to cover a furlough due to COVID-19 State of Emergency.

I move that the City Council approve budget transfers – payroll as included with the agenda. This is a motion. (20-129)

Mayor Kelly: Is there a second?

Commissioner Dalton: Second.

Mayor Kelly: Is there any discussion? All those in favor say aye.

Council: Aye

Mayor Kelly: The matter passes.

Commissioner Madigan: Thank you. Item number 7 is a discussion and vote: budget transfers – benefits. Lines 1 – 10 general fund transfers totaling \$13,880 to social security for health insurance opt-out payments from various other social security and health insurance lines to cover 2020 social security assessment on opt-out benefits.

I move that the City Council approve the budget transfers – benefits as included with the agenda. This is a motion. (20-131)

Mayor Kelly: Is there a second?

Commissioner Dalton: Second.

Mayor Kelly: Is there any discussion? All those in favor say aye.

Council: Aye

Mayor Kelly: The matter passes.

Commissioner Madigan: Thank you mayor. That completes my agenda.

Mayor Kelly: Thanks commissioner. On to public works.

Commissioner Scirocco: Thank you mayor. The first item on my agenda is a discussion and vote: this is authorization for the mayor to sign change order #1 with Mid-State Industries for the Canfield Casino project. During the initial structural design of the Canfield Casino parlor cupolas restoration, Ryan Biggs Clark Davis Engineers were not able to observe the actual roof framing. They had to assume the cupola roof conditions were sound enough to support the chandeliers and the new metal roofing. Once the actual

conditions were exposed, they encountered severe deterioration over the upper third of the roof rafters on both domes. This demanded that they work with Mid-State Industries to expedite a repair solution to meet the April 10th project deadline. In the meantime, Governor Cuomo issued the New York On Pause executive order in response to the growing COVID-19 crisis. As a result, we were forced to postpone April events in the Casino. However, it is still critical that the roof repairs be completed immediately to minimize the time these domes remain open.

Therefore, I move for the mayor to sign change order number 1 with Mid-State Industries for Canfield Casino additional framing repairs in the amount of \$12,356. (20-132)

I put that in the form of a motion.

Mayor Kelly: Is there a second? **Second.** Is there any discussion? All those in favor say aye.

Council: Aye

Mayor Kelly: The matter passes.

Commissioner Scirocco: Second item on my agenda is discussion and vote: authorization for the mayor to sign change order number 2 with Upstate Companies, LLC for the DPW dispatch building. Change order number 2 with Upstate is to finish/furnish all labor, equipment, and materials required to provide alternative flooring in lieu of VCT as called for in the original drawing. Again, a credit was provided from the base price proposal for all VCT flooring.

Therefore, I move for the mayor to sign change order number 2 with Upstate Companies, LLC for the DPW dispatch building in the amount of \$17,307. (20-133)

And, I put that in the form of a motion.

Mayor Kelly: Is there a second?

Commissioner Franck: **Second.**

Mayor Kelly: Is there any discussion? All those in favor say aye.

Council: Aye

Mayor Kelly: The matter passes.

Commissioner Scirocco: Item number 3 is discussion and vote: authorization for the mayor to sign change order number 1 with George Martin and Son for the DPW dispatch building. This change order with Martin and Son is for the following changes in the scope of work: the additional 2 by 2 light fixtures; one additional dedicated circuit receptacle in a data closet; two additional receptacles and data stubs in dispatch area; power for the garage door opener; power for projector screen and data stub; and rent for a scissor lift.

Therefore, I move for the mayor to sign change order number 1 with George Martin and Son, Inc. for the DPW dispatch building in the amount of \$5,767.36. (20-134)

I put that in the form of a motion.

Mayor Kelly: Is there a second?

Commissioner Madigan: **Second.**

Mayor Kelly: Is there any discussion?

Commissioner Scirocco: We are starting to move in the dispatch building now. It's looking pretty good over there and I'm excited to get in over there. We are going to have a little ribbon cutting in the next few weeks and everybody will be invited.

Mayor Kelly: It did look great. I went over and toured it a couple weeks ago. Great job commissioner. All those in favor say aye.

Council: Aye

Mayor Kelly: Any opposed? The matter passes.

Commissioner Scirocco: Item number four a discussion and vote: authorization for the mayor to sign an intermunicipal agreement between the County of Saratoga and the City of Saratoga Springs for the management of single stream recyclables collection. This is an intermunicipal agreement between the City of Saratoga County. The City agrees to assume responsibility for the management of the collection of single stream recyclables at the County's recycling center on Weibel Avenue. For the City's on-site management and oversight of the collection and removal of recyclable materials and scrap metal, Saratoga County will pay \$35,000 yearly to the City.

Therefore, I move to authorize the mayor to sign the intermunicipal recycling agreement between the County of Saratoga and the City of Saratoga Springs for the management of single stream recyclables collection. (20-134)

I put that in the form of a motion.

Mayor Kelly: Is there a second?

Commissioner Madigan: Second.

Mayor Kelly: Any discussion?

Commissioner Scirocco: I can tell you I was out there today. They are pretty busy out there. A lot of people have a lot of time on their hands now. I think they are getting a lot of projects done. It's unfortunate the circumstances, but I think it's good in some way.

Mayor Kelly: All those in favor say aye.

Council: Aye

Mayor Kelly: Any opposed? The matter passes.

Commissioner Scirocco: Number five is discussion and vote: authorization for the mayor to sign change order number 8 – 12 with DLC Electric for City Hall renovation – electric. Change orders 8 – 12 with DLC Electric have the following changes in the scope of work: change order number 8 for additional light fixtures control and branch wiring – that's \$36,356; change order number 9 is for additional installation of lighting, wiring, receptacles, and data – that's \$4,924; change order number 10 is to furnish and install a new circuit breaker for the Police Department interview suite along with power and data for the signage in the lobbies – that's \$8,681; change order number 11 is for miscellaneous new data line for mayor and deputy mayor's offices, DRF switches and breaker changes – that's \$4,898; change order number 12 is to furnish and install alternative light fixtures in the second floor hallway soffits due to clearance and also increases the electrical circuit – that's \$9,084.

Therefore, I move for the mayor to sign change order number 8 through number 12 with DLC Electric City Hall renovation – electric in the total amount of \$63,943. (20-136)

I put that in the form of a motion.

Mayor Kelly: Is there a second?

Commissioner Madigan: Second.

Mayor Kelly: Any discussion? All those in favor say aye.

Council: Aye

Mayor Kelly: Any opposed? The matter passes.

Commissioner Scirocco: And I believe that concludes my agenda. I just want to make one quick announcement. Tomorrow I'm going to have a quick meeting with my staff, the deputy, and supervisors on the road crew. We are going to put together a plan to pick up some of the debris on the streets. It is getting really heavy out there. I want to keep the crews safe and I want to keep the public safe. We are going to formulate some sort of a plan and put it together and I'll be in touch with the Council and also have some press on it so people will know that we are out there. We all care about the City and we want to make it look nice. We are going to try to do what we need to do to clean it up.

Mayor Kelly: Thank you commissioner. I appreciate that. On to Public Safety.

Commissioner Dalton: Thank you mayor. Before I start my agenda, I just wanted to thank the mayor and the Council for your support on the easement and escrow vote tonight. I really appreciate it. It's an important first step so thank you for your support.

The first item on my agenda is an update on the COVID-19 virus and our response to the City. I want to quickly bring everyone up to speed on some of the things we've been doing on our end. The first is that we used every platform that we have for media – digital, print – to push out information and resources to the public about what's going on; educate them and inform them about this virus and what they should be doing to keep themselves safe and what resources we have to help them do that. We have paid attention to the governor, state, and all their guidelines and we have done our best to make sure the City is in compliance with those guidelines on a daily basis. We also formed a task force with the Police Department and the Fire Department such that if anyone needs a welfare check, whether it is yourself or a relative or friend, we will send someone out to their house to make sure they are doing okay and see if there is anything they need. We have also closed the rec equipment and the playgrounds. We have put enforcement measures in place for ticketing and fining for people who aren't following the guidelines for social distancing and gathering. We have also put out an advisory for Air BnB and traveling Saratoga from other places whether it's downstate or other places in the country. We have also put together a regular weekly Facebook live event on Friday mornings that discusses mental health, fear, and anxiety; which is a major topic surrounding the COVID-19 environment. We have deployed the mounted patrol with the Saratoga Springs Police Department and gone into different neighborhoods. We thought this was our best way to check into families and kids and see how everybody is doing. In a way it's just friendly and to spread some smiles around. We also started a 'clap if you care moment' which is Fridays at 5 p.m. Anyone in Saratoga is encouraged to go outside and clap for two minutes in support of our first responders. And, those are just a few of the things that we've done. I also have an update here from Chief Dolan who is our incident commander for the City Emergency Management Committee that is responding to this virus. I have a whole letter that I'm going to submit into the record but I thought I would read the last couple of paragraphs just update the Council and public as to what this Committee is doing.

"The Committee meets three times a week, with updates on the pandemic's impact on Saratoga County and how it has impacted City resources. We are currently collecting statistics from several sources. We hope to use this information to calculate the amount of supplies we may need. This information will also help to determine if our actions are having an effect on the pandemic. As we approach the second week of April, we anticipate calls for EMS services to increase. We have been tracking COVID-19 related calls shortly after the State of Emergency. We are still in the early stages of this pandemic. We anticipate the plateau to arrive mid April. As we prepare, we are evaluating updated information from the CDC as well as NYS Department of Health to protect our personnel and residents of Saratoga

Springs. In closing, the Committee will continue to meet three times a week to address issues as they arise. Should you have any questions, please feel free to contact me."

And, that's Chief Joe Dolan, our fire chief. So, if anyone has any questions on that.

Mayor Kelly: Commissioner I would like to say a few words. That's a short list of all the things you're doing. I really just want to give you a great shout out. Ninety days into your job, you're handling it like you've been there for years. Just with the Council as a whole, to tell the public we are all receiving a tremendous amount of emails about all different things and that we're trying to answer them as quick as we can. I know that Commissioner Dalton and myself have been in touch with the hospital, we've been in touch with the local NYRA, and the New York City NYRA, with SPAC, we're talking to the downtown business owners. We're out there and encourage people to keep sending us your thoughts and we'll do anything to try to direct you or your email or voice mail to the right person because in this kind of situation most people don't know who to go to. We can direct it. Commissioner Dalton you are doing a great job with that. Thank you.

Commissioner Dalton: Thank you so much mayor. I'm only doing a great job because I have great people around me so I thank everyone for their leadership and my police and fire chiefs and everyone in the community who has been played a role in this response. It's been tremendous. I thank everyone for their help. On to my second item unless there are any other comments.

Commissioner Madigan: I wanted to just echo the mayor's comments. You've really been doing a terrific job especially on the communication forefront. It's much appreciated by me and I'm sure the rest of the community also.

Commissioner Dalton: Well, thank you so much. I really appreciate that. Also, my email is on line and my contact information is really everywhere. I have been responding to everything from Facebook messages to voice mails, emails as quickly as I can and make sure that I help resolve whatever the situation might be and help you get the information you need. Every once in a while reach out and I will try to get back to you as soon as possible.

Mayor Kelly: And you're home schooling.

Commissioner Dalton: Kind of....trying. My second item is the discussion and vote: approval to pay invoice to VRS Sales Limited in the amount of \$2,382.10. This invoice is for routine service maintenance that was done on one of our fire trucks. They found more things that needed to be fixed so the cost went over the threshold of \$1,499.

I make a motion for the Council to approve to pay the invoice to VRS Sales Limited in the amount of \$2,382.10. This is a motion. (20-137)

Mayor Kelly: Is there a second?

Commissioner Franck: Second.

Mayor Kelly: Any discussion? All those in favor say aye.

Council: Aye

Mayor Kelly: Any opposed? The matter passes.

Commissioner Dalton: Thank you. My third item is discussion and vote: authorization for the mayor to sign contracts with BoundTree Medical, Henry Schein, and McKesson for emergency medical supplies. These three contracts are for emergency medical supplies for our Fire Department. They are all New York contracts.

I make a motion for the mayor to sign contracts with BoundTree Medical, Henry Schein, and McKesson. This is a motion. (20-138)

Mayor Kelly: Is there a second?

Commissioner Madigan: Second.

Mayor Kelly: Any discussion? All those in favor say aye.

Council: Aye

Mayor Kelly: Any opposed? The matter passes.

Commissioner Dalton: My fourth item is discussion and vote: to amend Chapter 225 of the City Code Section 225-77, Schedule twelve – stop intersections. As part of the subdivision site plan requirements for new development called McKenzie's Way, the developer installed stop signs in various locations pursuant to New York State Vehicle and Traffic Law. Stop signs require codification by the City Council.

I make a motion to amend Chapter 225 of the City Code to 225-77, schedule 12 Stop Intersections to amend and add the following: my understanding is that I have to read these streets into the record. The stop sign on Cleveland Avenue going south at the intersection of McKenzie's Way; stop sign on Maria Lane south at the intersection of McKenzie's Way; the stop sign on Marie Lane north at the intersection of East Broadway, and the stop sign on McKenzie's Way west at the intersection of Cleveland Avenue. This is a motion. (20-139)

Mayor Kelly: Is there a second?

Commissioner Franck: Second.

Mayor Kelly: Any discussion:

Commissioner Franck: I just want to state McKenzie's Way is named after my daughter but I have no financial interest at this time in that.

Commissioner Dalton: I didn't know that.

Mayor Kelly: All those in favor say aye.

Council: Aye

Mayor Kelly: Any opposed? The matter passes.

Commissioner Dalton: Item five is discussion and vote: amend Chapter 225-12B and 225-69 of the City Code. This amendment is necessary to codify speed limits in the outside tax district. It will also reduce the amount of code amendments that would have to be added and maintained. These amendments require two motions.

I make a motion to amend Article II Traffic Regulation, sub-section 225-12B Speed Limits: Outside Tax District repeal paragraph B and replace with the following: B. Outside Tax District. The maximum speed at which the vehicles may proceed on or along the streets or highways within the Outside Tax District is hereby established at thirty miles per hour, except that the speed limit for vehicles proceeding on or along those streets or parts of streets described in Schedule Four Section 225-69 shall be as indicated in said schedule. This is a motion. (20-140)

Mayor Kelly: Is there a second?

Commissioner Franck: Second.

Mayor Kelly: Discussion? All those in favor say aye.

Council: Aye.

Mayor Kelly: Any opposed? The matter passes.

Commissioner Dalton: Thank you. Motion two is:

I make a motion to amend Article IX schedules, sub-section 225-69 Schedule IV Speed Limits Outside Tax Districts. In accordance with the provision so of Section 225-12B speed limits other than 30 miles per hour are established as indicated upon the following street that are part of the agenda and will be changed in the City Code. This is a motion. (20-141)

Mayor Kelly: Is there a second?

Commissioner Franck: Second.

Mayor Kelly: Any discussion? All those in favor say aye.

Council: Aye.

Mayor Kelly: Any opposed? The matter passes.

Commissioner Dalton: The last item on my agenda is discussion and vote: approval to encumber 2019 capital funds to the 2020 capital budget.

I make a motion for Council approval to encumber 2019 capital budget funds to the 2020 capital budget for the Police Department radio system. This is a motion.

Mayor Kelly: Is there a second?

Commissioner Madigan: Second.

Mayor Kelly: Discussion? All those in favor say aye.

Council: Aye.

Mayor Kelly: Any opposed? Abstentions? The matter passes.

Commissioner Dalton: That concludes my agenda. Thank you mayor and thank you Council.

Mayor Kelly: Thank you commissioner. On to the supervisors.

Commissioner Madigan: Can I just interrupt for one second? I want to make a correction to a statement on my agenda about the financial projections.

Mayor Kelly: Sure.

Commissioner Madigan: Commissioner Franck asked \$14 - \$16 million and the general operating budget is \$48.7 million and then made a quick calculation saying that would be 25% of our revenue. Sitting here doing calculations I want to go on record and say really we are looking at 29 – 33% of revenue. That's significantly higher than 25%. I just wanted to make sure we had that on the record correctly.

Mayor Kelly: Thank you commissioner. Supervisor Veitch.

Supervisor Veitch: Hello. Can you guys hear me? My phone was connected and now I'm on my computer. First on my agenda is just to quickly do a COVID-19 County response update. As you can recall, the first reports of positive cases in Saratoga County were reported on March 7th. At first, we were tracking those at a very local level, tracing back contacts, determining who they came in contact with. Quite rapidly, the number of cases grew and became impossible to track cases individually by town and also to keep up with the extensive tracking. It became community spread in about ten days and from there the cases only grew. As of this evening, we are at 167 cases in Saratoga County with eleven hospitalizations and now we have five deaths as of 4:30 p.m. today. Which is really terrible for our County. While the numbers are starting to slow a little bit, the other issue is we have slower testing so the actual numbers may be a little bit higher than what are being reported every day. My hope and our hope at the County is that by following all the guidelines that have been laid out we can flatten the curve and recover from this virus as soon as possible. We are under an emergency declaration in Saratoga County as we go forward. Unfortunately, during this crisis, the County took some odd actions. They put forth a proposal decided on by our administration to pay all employees who are coming in to their offices one and a half times pay for all regular hours worked. The power to do this was wrapped up in an emergency resolution to transfer \$1 million dollars to our Public Health Department. In our discussions as a board, we agreed the principle to have the policy reviewed in one week (March 17th); while it may have been reviewed in one week, it wasn't communicated to the Board of Supervisors if changes were made to that policy. At that point, several supervisors, myself, Supervisor Gaston included, moved to attempt to force a special meeting of the Board of Supervisors to discuss the pay issue and reverse it. We have been able to get eleven supervisors of the Board of Supervisors to agree to the special meeting representing about almost 75% of our County population but our rules state that in order to have a special meeting you have to have twelve supervisors which is a majority plus one and a majority population to do that. We have the majority population. We don't have the twelve supervisors. Basically, at this time, we currently have no April meeting scheduled for the Board of Supervisors. The Public Health and Human Services Committee has not yet met. We have been asked for a special COVID-19 Committee to be created which has not happened yet. We want to correct the pay policy overall and settle the issue so as to move forward. So my hope is to get the twelfth supervisor or get a meeting scheduled in short order by our administration to have some business that we can do so we can be responsible and have the rule making ability to fall where it really should be at the County which is with the Board of Supervisors. At the end of the day, my commitment is to communicate with our constituents the daily update that comes from the County. I will ensure and forward to the Council each day, or Supervisor Gaston, every communication we get on cases, number of hospitalizations, press releases that come out. I believe we've been doing that every day for you guys. I hope that it is helpful to keep up with all the emails and communication you are getting from your constituents. Some days are little more, should I say, detailed than others, but at least we will send to you, we will make that commitment to send to you those when we get them from our County administration. I will ensure as well that as we go forward, even though up to this point it has been a little bit crazy, the County will act responsibly and stay focused on the matter at hand. At the end of the day, I also just want to say I'm very proud of all our County employees that are still working, especially our first responders and public health workers. They are putting themselves in harm's way when they go out into the public and contact those that are infected. It's not an easy time for anybody and they are working seven days a week and long hours every day through the crisis and I give them a lot of credit for all the great work they are doing even though at our legislative/ administrative level things are a little bit difficult right now. I'm hoping to have better news for the next meeting. Hopefully we have met at that point and have some resolution on some of these issues.

Commissioner Dalton: Couple questions Supervisor Veitch. My first is I have been told by the County for a while now that they have run out of tests for COVID. I just want to know if you have like an exact time period that we have not been giving tests in. I just want to know when that began; when did we actually run out? I've got a lot of people looking at this number - confirmed cases and I know how inaccurate it is. It's really frustrating for me that people are so hyper focused on that number knowing that it is been a week and a half, probably two weeks since we have had tests available.

Supervisor Veitch: Well, that I don't know. I've heard that testing has slowed but not stopped. I'm not sure if that is a, if they are not testing at all. I don't think that is the case.

Commissioner Dalton: I've confirmed with, I've asked Carl Zeilman, I think over a week ago and he said they were not testing. Testing was not available. The only testing that was available was through hospitals if it was prescribed by a doctor, a hospital. Hospitals might have tests but the County is no longer assessing. I think clarification on that would be really helpful for me. Just to give some context to the update you put out nightly to the City, County and state that usually includes the County advisory in terms of confirmed cases and deaths. It would just be really helpful context there. My other two questions were the last time you were at the City Council you and Supervisor Gaston told us about this \$1 million dollars put aside for supplies. Is the time and a half as it's being given per cost coming out of the \$1 million dollars?

Supervisor Veitch: As far as I know, no. That money was put into the Public Health Department's budget so that wouldn't come out of general employees salary or anything like that. There was money put in for salaries for – a quarter of that money was put in for salaries in that department but that is only because we hired medical people to come in and do work on this. We've had people come in to the County, new employees, medical professionals and things that you have to pay them. So that's what that is for.

Commissioner Dalton: Medical professionals hired by the County in response to this outbreak?

Supervisor Veitch: I believe we have done that.

Commissioner Dalton: My second question or my third rather is and I applaud both you and Supervisor Gaston for writing this letter and asking for this pay issue to be addressed; it has certainly caused several problems on my end. There are a lot of different stories coming from the County in terms of who is being and how much that number is that they are being paid. My understanding now is the final story they've arrived at is that 40 people are getting paid time and a half to work the first 35 hours of the week. All people who are working in the command center. Do you know how much that overtime cost amounts to in total? I don't know what that cost amounts to or who those people are; those 40 people.

Supervisor Veitch: I don't know what the cost of it is either. I'll be frank with you, I don't know how much that is costing us right now. I can ask the County that. We've been more focused on trying to get a meeting together to set a clear and concise policy and less on that side of it. I'm certainly willing to try to get that information for you.

Commissioner Dalton: That would be really helpful because when we are talking about taxpayer money and we don't know how much we are spending or who it's going to, it concerns me greatly.

Supervisor Veitch: Sure, I completely agree with you. As well, it concerns me and I hope that we can put this issue to bed when we get a meeting. My frustration is high and I will say that honestly. There's a lot going on right now and we need to get this to a resolution because really our focus should be on trying to stop the virus and stop the spread and work on our public health. We spend most of our time having a political battle amongst the Board of Supervisors. That's not good for anybody. We need to get to that resolution. I can only tell you that it's been kind of unfortunate what's happened throughout this crisis at the County level. We need to get ourselves together.

Commissioner Dalton: I think unfortunate is putting it mildly. I've been appalled about the misinformation coming from the County. That being said I really appreciate you and Supervisor Gaston being very responsive and articulate. You've just gotten back to me very quickly as this thing has unfolded. I appreciate all your efforts.

Commissioner Madigan: I wanted to jump in if you don't mind although I'm sure Tara – Supervisor Gaston; you have something to say about this too. Feel free to jump in. I have to admit time and a half at this time seems sort of outrageous to me. I can't quite follow exactly what's going on because of the misinformation. Am I to understand there is no meeting scheduled for April, this small committee made this decision, it was not left to the Board of Supervisors to make this decision, and that you still have many people at the County receiving time and a half up until you meet again? Maybe you are able to do something to resolve this issue. I understand some people have decided or opted not to take the time and the half. You still have a significant number of people taking the time and a half and you have no meeting

scheduled and you are having a difficult time finding a thirteenth supervisor to get a meeting scheduled so you can actually do something about this. If our revenue projection is at 33% I have to assume the County is somewhere around the same loss of revenue projections. This really is astounding. I'll just leave it there. And I appreciate your work on trying to get it done.

Supervisor Veitch: Supervisor Gaston and myself are only two supervisors and we represent our City.

Commissioner Dalton: Who's office is the committee of five people? I just think it's important to clarify for the public so they know who initiated this time and a half pay raise.

Supervisor Veitch: The Committee we established I believe was the County Administrator, Chairman of the Board of Supervisors, the vice-chair of the Board of Supervisors who is also the chair of our Law and Finance Committee, the chairman of our Human Resources and Insurance Committee. Those three are elected officials. The County Administrator is not elected and the director of human resources which is also a staff position.

Commissioner Dalton: When they proposed this were all of them also recipients of the time and a half pay raise initially?

Supervisor Veitch: Well the supervisors were not, of course. The staff I believe were.

Commissioner Dalton: Okay.

Supervisor Veitch: You guys are absolutely right. The communication has gone from everybody's getting it to a few people aren't getting it, to everybody's not getting it, to just people... As an elected supervisor from a community that sits on the Board of Supervisors, I'm getting those same answers. I don't know any more than you know when it comes from what communications is coming out of the County.

Commissioner Dalton: This committee of five people is suddenly granted this power to give unilateral pay increases arbitrarily. There doesn't seem to be rhyme or reason to what group they are giving it to.

Supervisor Veitch: Not to defend any of it but at the end of the day a lot of what we do at the County is on a Committee level. We don't do a lot as a Board of Supervisors because there are 23 of us and it's hard to sometimes get that to move. We do spend a lot of time appointing subcommittees to do work for the Board of Supervisors. The problem with this subcommittee is that it was given kind of a blanket ability to set staffing and pay levels. It really wasn't well thought out. The problem was is that we got the resolution kind of at a late date; things were in kind of a state of emergency just beginning at that point and not enough time to really debate and get through that. We wanted to get the \$1 million dollars to public health; you had to, it was a crisis. It's like a lot of other resolutions you see from levels of government. You have a bill that's good but has this thing in it that's a real problem.

Commissioner Dalton: It was done in the name of first responders and really part of it has nothing to do with first responders and now those are the people suffering from the fall out. I don't want to belabor this point but just know that I got a ton of questions from the public about it. They are all important issues to clarify in this meeting. Thank you.

Supervisor Veitch: As have we. In my thirteen years, I have not received as many comments about anything the County has done until now. It's definitely an issue. I'll make the statement as well; it's unconscionable in a phase especially in this community. We have a downtown business sector and people who are all out of work. Nobody's working right now; people are worried about what's going to happen next. All those staff workers, all those restaurant people, all the dishwashers, again the homeless population; we have a lot of issues in this city and it's really a great uncertain time right now for the City. For the County to turn around and to pay their own people more money just doesn't make any sense. It's something that should never have happened. The only thing we can do now is try to reverse it, try to fix it, try to set things right, and believe me, Supervisor Gaston and myself, and I'll let her speak for herself, we've been working really hard with our supervisors...

Mayor Kelly: Supervisor Veitch, can I cut in for a second and just ask that you and Supervisor Gaston try to get us some answers and just keep communicating. You've been doing a great job doing that. But, can we move on?

Supervisor Veitch: Absolutely. We certainly can. Moving on. My second item on my agenda is just a quick update from the Buildings and Grounds Committee. I just wanted to report that we do have one project going on in the Buildings and Grounds Committee, which is the public safety building out in the Town of Milton. With all the orders from the governor and things like that were able to get a ruling from the state that that building is deemed essential in construction because the Public Health Department is going to move into that building. We have our certificate of need in Milton for that Department of Health/Public Health Department for the building. Our construction may slow down a little bit due to some limited staff on our construction team. That building is moving forward still because it was deemed an essential construction. I just wanted to give that update that that project is continuing. Third on my agenda is a very quick update on the state budget. As Commissioner Madigan mentioned before, we are also very happy that the VLT money were restored. It's not quite as high of an impact on the County as it is for the City but any bit of revenue helps at this point. So, the \$775,000 to the County we are very happy. Thank you to, none of us at the County were down to the state as much, but the commissioners and the mayor thank you guys for all your support on that. I'm sure it also helped us at the County as well with all the lobbying and pushing you did down at the state to get that done. The only other thing that is also good news in the state budget for Saratoga County is they did preserve the Medicaid caps, which the governor had threatened to take away in his budget. The good news on that is that would have been a \$5 million dollar impact to Saratoga County of increased Medicaid costs. We're glad to have that cap kept in the budget so that our costs are not going to exponentially grow on the Medicaid side. Those are two good things. I'm sure there are other things in the budget that may cause us some headaches. At the end of the day, those are two good things that came out of it for the County especially the Medicaid caps. We're glad to have that done. With that, that concludes my agenda and thank you.

Mayor Kelly: Thank you Supervisor Veitch. Supervisor Gaston.

Supervisor Gaston: The first item on my agenda is regarding County meetings, which Supervisor Veitch covered a little bit. Unfortunately, normally I have the schedule out for individuals to see when our meetings are and we have no meetings scheduled that includes oversight committees such as the Health and Social Services Committee, which is overseeing the response to COVID-19 as well as the statutory ending of Code Blue, which for a number of reasons should not take place. That is not scheduled to take place nor is a full board meeting. To use a word I think someone used a minute ago; I am appalled at this and am committed along with Supervisor Veitch to make sure this is remedied as soon as possible. None of us here in government ran and put ourselves through this in order to not be able to function and work when our residents most need us. We will keep you updated on that when we can.

My second item is a COVID-19 update. Supervisor Veitch covered the number of cases and hospitalizations. Regarding the number of testings, the Department of Public Health itself has not been doing the testing. It's been referring out to hospitals and medical facilities. They have not been physically doing the tests at all. My understanding is for the past two weeks the testing has only been limited to medical personnel or individuals who are in the hospital where it would impact their care. It has not been open to the public for a while. However, a drive through facility was just opened in Albany this weekend. Because of that, we anticipate seeing an increase in cases. It is not likely to be a greater community spread, it is more likely finding cases that we already knew were there but now they have access to testing. We saw a slight increase today. We probably will see some more over the course of this week as individuals who have been ill actually have access to testing. A little calm as we see the numbers rise. We don't want it to happen but it's still likely to. It is also important to remember that with the pause and the actions that you need to take, the suggestions of wearing and recommendations of the County Public Health Department is to wear a mask or cloth covering when you go out. That does not take the place of physical distancing; it should be in addition to it. It's altruistic in nature; you are preventing someone else from getting sick. For example, myself, I had signed up for an appointment to go get blood today and I've been wearing one of these masks and when I showed up to give blood it turned out that I had a fever. So I am now at home, isolated, and I had no idea. So, that's why it's important to wear these because you may

feel fine and it turns out that there may be an issue. I don't know that it's COVID or anything else. I still feel fine. It's important to make sure your protecting others who may not be in the same situation as you. How the time and a half happened, we were first informed of that, it was in the aspect of being told that emergency declaration was being declared. My poor assumption was it came as a part of the emergency declaration. After asking a lot of questions that turned out to not be the case. We've covered a little bit of it. The big thing is we don't have the answers we want and we are going to keep fighting for them so that you the Council and the rest of the residents have access to the information. I believe that the decisions are being made right now; the decisions that are being made put the County in legal and financial risk. That's been made clear and hopefully we can act on that as soon as possible.

The third item in my agenda is I will be holding another public forum. I'm not sure if I'm going to be doing Facebook Live or a Zoom meeting. This seems like a lot of fun so maybe I'll try Zoom. It will be on April 19 from 2 – 3 p.m. So that's a weekend afternoon; a little different than the evening one I did. There is no set topic for that one. Anyone's welcome to come and ask any questions that they have. Hopefully I will have more information about County meetings and County processes that are happening as well.

It's not an additional item but I did want to thank the mayor for bringing up the census and the response rate. We are slightly ahead of the curve but it's really important and if you think about it now, we are all at home. This goes into the money we get for responding to pandemics like this, for education, and all every single person is really important. Thank you for bringing that up as well. That concludes my agenda.

Mayor Kelly: Thank you Supervisor Gaston and thank you for that little promo on the census 'cause we all need to do that. It's really really important to the City of Saratoga Springs at this junction. Any other business from the Council? We are adjourned. Thank you very much.

Mayor Kelly adjourned the meeting at 8:45 p.m.

Respectfully submitted,

Lisa Ribis, City Clerk

Approved:
Vote:

07/01/2020 16:10
u238

CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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bgamdent **1**

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			
2020	07	2 07/07/2020	BUDGET	CCM 070720	BUA TRANS-REG	1	1			
1	E3579787	57029		OTHER DEBT, INTEREST	NON OPERATING INETERST EXPENSE		1,565.33	7,177.94	8,743.27	
	E	-35-7-9789-7-57029	-		TO COVER ANTICIPATED EXPENSE		07/07/2020			
2	E3577184	54723		CITY CENTER EXPANSION CS	SERV CONT CONSTRUCTION		4,701,605.32	-7,177.94	4,694,427.38	
	E	-35-7-7182-4-54723	-		TO COVER ANTICIPATED EXPENSE		07/07/2020			
3	A3567154	54600		SUMMER REC PROG CS	ADVERTISING		1,024.00	320.00	1,344.00	
	A	-35-6-7150-4-54600	-		FOR CAMP ADVERTISEMENTS		07/07/2020			
4	A3567144	54600		RECREATION EXPENSES CS	ADVERTISING		1,000.00	-320.00	680.00	
	A	-35-6-7140-4-54600	-		FOR CAMP ADVERTISEMENTS		07/07/2020			
5	E3577184	54772		CITY CENTER EXPANSION CS	INSURANCE		7,302.00	326.75	7,628.75	
	E	-35-7-7182-4-54772	-		TO COVER ANTICIPATED EXPENSES		07/07/2020			
6	E3577184	54723		CITY CENTER EXPANSION CS	SERV CONT CONSTRUCTION		4,701,605.32	-326.75	4,701,278.57	
	E	-35-7-7182-4-54723	-		TO COVER ANTICIPATED EXPENSES		07/07/2020			
7	A3143414	54110		FIRE DEPARTMENT CS	OFFICE SUPPLIES		3,500.00	750.00	4,250.00	
	A	-31-4-3410-4-54110	-		TO COVER EXPENSES		07/07/2020			
8	A3143414	54740		FIRE DEPARTMENT CS	SERVICE CONTRACTS - EQUIPMENT		12,500.00	-750.00	11,750.00	
	A	-31-4-3410-4-54740	-		TO COVER EXPENSES		07/07/2020			
9	A3143124	54720		POLICE DEPARTMENT CS	SERVICE CONTRACTS - PROF SERV		102,346.35	108.00	102,454.35	
	A	-31-4-3120-4-54720	-		TO COVER EXPENSES		07/07/2020			
10	A3143124	54110		POLICE DEPARTMENT CS	OFFICE SUPPLIES		7,000.00	-108.00	6,892.00	
	A	-31-4-3120-4-54110	-		TO COVER EXPENSES		07/07/2020			
11	A3031654	54210		CITY GARAGE CS	GARAGE SUPPLIES		11,699.49	1,000.00	12,699.49	
	A	-30-3-1623-4-54210	-		TO COVER EXPENSES		07/07/2020			
12	A3335014	54180		STREETS CS	OTHER SUPPLIES		64,736.05	-1,000.00	63,736.05	
	A	-33-3-5010-4-54180	-		TO COVER EXPENSES		07/07/2020			
13	A3031492	52200		COMM PUBLIC WORKS PS	OFFICE EQUIPMENT		2,000.00	1,000.00	3,000.00	
	A	-30-3-1490-2-52200	-		TO COVER EXPENSES		07/07/2020			
14	A3335014	54180		STREETS CS	OTHER SUPPLIES		64,736.05	-1,000.00	63,736.05	
	A	-33-3-5010-4-54180	-		TO COVER EXPENSES		07/07/2020			
15	A3335014	54530		STREETS CS	EQUIPMENT & VEHICLE RENTAL		.00	59.70	59.70	
	A	-33-3-5010-4-54530	-		TO COVER EXPENSES		07/07/2020			

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION		ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY AMEND			
2020 07	2 07/07/2020	BUDGET CCM	070720	BUA	TRANS-REG	1 1			
16 A	A3335014 54180 -33-3-5010-4-54180		STREETS CS -		OTHER SUPPLIES TO COVER EXPENSES		64,736.05 07/07/2020	-59.70	64,676.35
17 A	A3335654 54180 -33-3-5650-4-54180		OFF STREET PARKING CS -		OTHER SUPPLIES TO COVER EXPENSES		1,350.00 07/07/2020	41.20	1,391.20
18 A	A3335014 54180 -33-3-5010-4-54180		STREETS CS -		OTHER SUPPLIES TO COVER EXPENSES		64,736.05 07/07/2020	-41.20	64,694.85
19 A	A3638194 54180 -36-3-8185-4-54180		COMPOST FACILITY CS -		OTHER SUPPLIES TO COVER EXPENSES		6,480.00 07/07/2020	14.05	6,494.05
20 A	A3335014 54180 -33-3-5010-4-54180		STREETS CS -		OTHER SUPPLIES TO COVER EXPENSES		64,736.05 07/07/2020	-14.05	64,722.00
21 A	A3638194 54530 -36-3-8185-4-54530		COMPOST FACILITY CS -		EQUIPMENT & VEHICLE RENTAL TO COVER EXPENSES		.00 07/07/2020	776.68	776.68
22 A	A3335014 54180 -33-3-5010-4-54180		STREETS CS -		OTHER SUPPLIES TO COVER EXPENSES		64,736.05 07/07/2020	-776.68	63,959.37
					** JOURNAL TOTAL			0.00	

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020	7	2								
BUA	E3579787-57029	07/07/2020	TRANS-REG	BUDGET	CCM	070720	NON OPERATING INETERST EXPENSE	5	7,177.94	
BUA	E3577184-54723	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER ANTICIPATED EXPENSE	5		7,177.94
BUA	A3567154-54600	07/07/2020	TRANS-REG	BUDGET	CCM	070720	SERV CONT CONSTRUCTION	5		
BUA	A3567144-54600	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER ANTICIPATED EXPENSE	5	320.00	
BUA	E3577184-54772	07/07/2020	TRANS-REG	BUDGET	CCM	070720	ADVERTISING	5		
BUA	E3577184-54723	07/07/2020	TRANS-REG	BUDGET	CCM	070720	FOR CAMP ADVERTISEMENTS	5	326.75	
BUA	A3143414-54110	07/07/2020	TRANS-REG	BUDGET	CCM	070720	ADVERTISING	5		320.00
BUA	A3143414-54740	07/07/2020	TRANS-REG	BUDGET	CCM	070720	FOR CAMP ADVERTISEMENTS	5		
BUA	A3143124-54720	07/07/2020	TRANS-REG	BUDGET	CCM	070720	INSURANCE	5	326.75	
BUA	A3143124-54110	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER ANTICPATED EXPENSES	5		326.75
BUA	A3031654-54210	07/07/2020	TRANS-REG	BUDGET	CCM	070720	SERV CONT CONSTRUCTION	5		
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER ANTICPATED EXPENSES	5	750.00	
BUA	A3031492-52200	07/07/2020	TRANS-REG	BUDGET	CCM	070720	OFFICE SUPPLIES	5		
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER EXPENSES	5		750.00
BUA	A3335014-54530	07/07/2020	TRANS-REG	BUDGET	CCM	070720	SERVICE CONTRACTS - EQUIPMENT	5		
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER EXPENSES	5	108.00	
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	SERVICE CONTRACTS - PROF SERV	5		
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER EXPENSES	5		108.00
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	OFFICE SUPPLIES	5		
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER EXPENSES	5	1,000.00	
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	GARAGE SUPPLIES	5		
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER EXPENSES	5		1,000.00
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	OTHER SUPPLIES	5		
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER EXPENSES	5	1,000.00	
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	OFFICE EQUIPMENT	5		
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER EXPENSES	5		1,000.00
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	OTHER SUPPLIES	5		
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	EQUIPMENT & VEHICLE RENTAL	5	59.70	
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER EXPENSES	5		59.70
BUA	A3335654-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	OTHER SUPPLIES	5		
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER EXPENSES	5	41.20	
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	OTHER SUPPLIES	5		
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER EXPENSES	5		41.20
BUA	A3638194-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	OTHER SUPPLIES	5		
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER EXPENSES	5	14.05	
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	OTHER SUPPLIES	5		
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER EXPENSES	5		14.05
BUA	A3638194-54530	07/07/2020	TRANS-REG	BUDGET	CCM	070720	EQUIPMENT & VEHICLE RENTAL	5	776.68	
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER EXPENSES	5		776.68
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	OTHER SUPPLIES	5		
BUA	A3335014-54180	07/07/2020	TRANS-REG	BUDGET	CCM	070720	TO COVER EXPENSES	5		
JOURNAL 2020/07/2								TOTAL	.00	.00

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CITY OF SARATOGA SPRINGS LIVE
 BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2020	07	3 07/07/2020	BUDGET	CCM 070720	BUA AMEND-REG	1	2			
1	A103	42701	MISCELLANEOUS LOCAL	SOURCES	REFUND CURRENT YEAR EXPENSE		-46,378.96	-474.30	-46,853.26	
	A	-10-3-0000-0-42701	-		REFUND FOR VEH MAINTENANCE		07/07/2020			
2	A3335014	54510	STREETS CS		REPAIRS & MAINTENANCE VEHICLE		181,329.27	474.30	181,803.57	
	A	-33-3-5010-4-54510	-		REFUND FOR VEH MAINTENANCE		07/07/2020			
3	A103	42701	MISCELLANEOUS LOCAL	SOURCES	REFUND CURRENT YEAR EXPENSE		-46,378.96	-108.95	-46,487.91	
	A	-10-3-0000-0-42701	-		REFUND FOR VEH MAINTENANCE		07/07/2020			
4	A3335014	54180	STREETS CS		OTHER SUPPLIES		64,736.05	108.95	64,845.00	
	A	-33-3-5010-4-54180	-		REFUND FOR VEH MAINTENANCE		07/07/2020			
5	F103	42701	MISCELLANEOUS LOCAL	SOURCES	REFUND CURRENT YEAR EXPENSE		-175.00	-260.00	-435.00	
	F	-10-3-0000-0-42701	-		CONFERENCE REG REFUND		07/07/2020			
6	F3638334	54250	WATER TREATMNET PLANT	CS	CONFERENCE REGISTRATION		1,675.00	260.00	1,935.00	
	F	-36-3-8330-4-54250	-		CONFERENCE REG REFUND		07/07/2020			
7	A032	41110	NON PROPERTY TAX ITEMS		SALES TAX		-10,220,235.22	-11,360.00	-10,231,595.22	
	A	-03-2-0000-0-41110	-		REINSTATE SUMMER REC PROG		07/07/2020			
8	A3567152	52500	SUMMER RECREATION PROG	EQ C&S	PORTS EQUIPMENT		.00	5,085.00	5,085.00	
	A	-35-6-7150-2-52500	-		REINSTATE SUMMER REC PROG		07/07/2020			
9	A3567154	54110	SUMMER REC PROG	CS	OFFICE SUPPLIES		.00	400.00	400.00	
	A	-35-6-7150-4-54110	-		REINSTATE SUMMER REC PROG		07/07/2020			
10	A3567154	54180	SUMMER REC PROG	CS	OTHER SUPPLIES		2,868.25	4,335.00	7,203.25	
	A	-35-6-7150-4-54180	-		REINSTATE SUMMER REC PROG		07/07/2020			
11	A3567154	54360	SUMMER REC PROG	CS	SPECIAL/FOOD		.00	1,000.00	1,000.00	
	A	-35-6-7150-4-54360	-		REINSTATE SUMMER REC PROG		07/07/2020			
12	A3567154	54500	SUMMER REC PROG	CS	PROGRAMS & BUS TRIPS		6,981.00	540.00	7,521.00	
	A	-35-6-7150-4-54500	-		REINSTATE SUMMER REC PROG		07/07/2020			
13	A103	42701	MISCELLANEOUS LOCAL	SOURCES	REFUND CURRENT YEAR EXPENSE		-46,378.96	-494.25	-46,873.21	
	A	-10-3-0000-0-42701	-		REFUND FOR MISCSUPPLIES		07/07/2020			
14	A3335014	54180	STREETS CS		OTHER SUPPLIES		64,736.05	494.25	65,230.30	
	A	-33-3-5010-4-54180	-		REFUND FOR MISCSUPPLIES		07/07/2020			
** JOURNAL TOTAL								0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020 7 3									
BUA A103-42701	07/07/2020	AMEND-REG	BUDGET	CCM	070720	REFUND CURRENT YEAR EXPENSE	5		474.30
BUA A3335014-54510	07/07/2020	AMEND-REG	BUDGET	CCM	070720	REFUND FOR VEH MAINTENANCE	5	474.30	
BUA A103-42701	07/07/2020	AMEND-REG	BUDGET	CCM	070720	REPAIRS & MAINTENANCE VEHICLE	5		108.95
BUA A3335014-54180	07/07/2020	AMEND-REG	BUDGET	CCM	070720	REFUND FOR VEH MAINTENANCE	5		108.95
BUA F103-42701	07/07/2020	AMEND-REG	BUDGET	CCM	070720	OTHER SUPPLIES	5	108.95	
BUA F3638334-54250	07/07/2020	AMEND-REG	BUDGET	CCM	070720	REFUND FOR VEH MAINTENANCE	5		260.00
BUA A032-41110	07/07/2020	AMEND-REG	BUDGET	CCM	070720	CONFERENCE REG REFUND	5	260.00	
BUA A3567152-52500	07/07/2020	AMEND-REG	BUDGET	CCM	070720	CONFERENCE REGISTRATION	5		11,360.00
BUA A3567154-54110	07/07/2020	AMEND-REG	BUDGET	CCM	070720	CONFERENCE REG REFUND	5		
BUA A3567154-54110	07/07/2020	AMEND-REG	BUDGET	CCM	070720	SALES TAX	5		
BUA A3567154-54180	07/07/2020	AMEND-REG	BUDGET	CCM	070720	REINSTATE SUMMER REC PROG	5	5,085.00	
BUA A3567154-54360	07/07/2020	AMEND-REG	BUDGET	CCM	070720	SPORTS EQUIPMENT	5		
BUA A3567154-54500	07/07/2020	AMEND-REG	BUDGET	CCM	070720	REINSTATE SUMMER REC PROG	5	400.00	
BUA A103-42701	07/07/2020	AMEND-REG	BUDGET	CCM	070720	OFFICE SUPPLIES	5		
BUA A3335014-54180	07/07/2020	AMEND-REG	BUDGET	CCM	070720	REINSTATE SUMMER REC PROG	5	4,335.00	
BUA A103-42701	07/07/2020	AMEND-REG	BUDGET	CCM	070720	OTHER SUPPLIES	5		
BUA A3335014-54180	07/07/2020	AMEND-REG	BUDGET	CCM	070720	REINSTATE SUMMER REC PROG	5	1,000.00	
BUA A103-42701	07/07/2020	AMEND-REG	BUDGET	CCM	070720	SPECIAL/FOOD	5		
BUA A3335014-54180	07/07/2020	AMEND-REG	BUDGET	CCM	070720	REINSTATE SUMMER REC PROG	5	540.00	
BUA A103-42701	07/07/2020	AMEND-REG	BUDGET	CCM	070720	PROGRAMS & BUS TRIPS	5		494.25
BUA A3335014-54180	07/07/2020	AMEND-REG	BUDGET	CCM	070720	REFUND CURRENT YEAR EXPENSE	5		
BUA A103-42701	07/07/2020	AMEND-REG	BUDGET	CCM	070720	REFUND FOR MISCSUPPLIES	5	494.25	
BUA A3335014-54180	07/07/2020	AMEND-REG	BUDGET	CCM	070720	OTHER SUPPLIES	5		
						REFUND FOR MISCSUPPLIES			
								.00	.00
BUA A-2960	07/07/2020	AMEND-REG	BUDGET	CCM	070720	APPROPRIATIONS			12,437.50
BUA F-2960	07/07/2020	AMEND-REG	BUDGET	CCM	070720	APPROPRIATIONS			260.00
BUA A-1510	07/07/2020	AMEND-REG	BUDGET	CCM	070720	ESTIMATED REVENUES		12,437.50	
BUA F-1510	07/07/2020	AMEND-REG	BUDGET	CCM	070720	ESTIMATED REVENUES		260.00	
						SYSTEM GENERATED ENTRIES TOTAL		12,697.50	12,697.50
						JOURNAL 2020/07/3 TOTAL		12,697.50	12,697.50

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2020	7	3	07/07/2020			
	A-1510					ESTIMATED REVENUES	12,437.50	
	A-2960					APPROPRIATIONS		12,437.50
						FUND TOTAL	12,437.50	12,437.50
F	WATER FUND	2020	7	3	07/07/2020			
	F-1510					ESTIMATED REVENUES	260.00	
	F-2960					APPROPRIATIONS		260.00
						FUND TOTAL	260.00	260.00

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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CLERK: u101 BATCH: 3214

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
200017	001	TVC ALBANY, INC.	1.00	0.00	0.00	1.00	8	CLOUD VIRTUAL MACHINE BACKUP CCA 11
200214	001	TVC ALBANY, INC.	1.00	0.00	0.00	1.00	8	2020 MONTHLY GIBER LEASE \$990.00/MO

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u101 | 20MWJUN2

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apinvent

CLERK: u101 BATCH: 3214

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED UNPAID INVOICES TO BE POSTED											
4012	00001 AMSURE	178515 102419		179775	20MWJUN2	10,773.00		.00	.00		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: Y	DISC: .00		E3577164	54611		10,773.00	1099:	
ACCT 1200	DEPT 7000	DUE 06/24/2020	DESC: SARATSPR								
PO BOX 336	SARATOGA SPRINGS NY 12866										
7199	00001 CONSTELLATION EN	178516 178516		179776	20MWJUN2	10,512.46		.00	.00		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N	DISC: .00		A3537224	54750		16.94	1099:	
ACCT 1200	DEPT 3000	DUE 06/24/2020	DESC: DPW			A3567144	54650	3000	137.28	1099:	
PO BOX 4640	CAROL STREAM IL 60197-4640					A3031654	54650		410.23	1099:	
						G3638124	54650		727.25	1099:	
						A3567194	54650	3000	3,384.93	1099:	
						A3335184	54750		5,105.45	1099:	
						A3335654	54650		730.38	1099:	
3	00002 CSEA-EBF	178517 JULY 2020		179777	20MWJUN2	1,995.88		.00	.00		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: Y	DISC: .00		A3739068	58011		1,533.42	1099:	
ACCT 1200	DEPT 1000	DUE 06/24/2020	DESC: 268-DPW			A3769068	58011	3000	170.38	1099:	
ONE LEAR JET	LANE SUITE ONE LATHAM NY 12110					F3739068	58011		121.70	1099:	
						G3739068	58011		170.38	1099:	
3	00001 CSEA-EBF	178518 JUL 2020		179778	20MWJUN2	2,604.38		.00	.00		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: Y	DISC: .00		A3011478	58011		24.34	1099:	
ACCT 1200	DEPT 1000	DUE 06/24/2020	DESC: NB365 CITY HALL			A3719068	58011		462.46	1099:	
PO BOX 516	LATHAM NY 12110-0516					A3729068	58011		267.74	1099:	
						A3739068	58011		283.96	1099:	
						A3749068	58011		778.88	1099:	
						A3759068	58011		219.06	1099:	
						A3769068	58011		97.37	1099:	
						F3739068	58011		369.13	1099:	
						G3739068	58011		101.44	1099:	

NEW INVOICES

VENDOR REMIT NAME				DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6575	00003	DIRECT ENERGY BU	178519			179779	20MWJUN2	2,841.29		.00	.00		
			178519										
CASH A	2020/06	INV 06/22/2020	SEP-CHK: Y			DISC: .00			A3335184	54750		42.33	1099:
ACCT 1200	DEPT 3000	DUE 06/24/2020	DESC:DPW						G3638124	54650		118.10	1099:
P.O. BOX 32179	NEW YORK NY	10087-2179							F3638334	54650		122.21	1099:
									A3031624	54650		31.21	1099:
									A3031634	54650		164.48	1099:
									A3031654	54650		284.87	1099:
									A3567174	54650	3000	290.44	1099:
									A3537114	54650		474.11	1099:
									A3567194	54650	3000	1,313.54	1099:
6575	00000	DIRECT ENERGY BU	178520			179780	20MWJUN2	1,987.72		.00	.00		
			178520										
CASH A	2020/06	INV 06/22/2020	SEP-CHK: Y			DISC: .00			E3577164	54650		1,987.72	1099:
ACCT 1200	DEPT 7000	DUE 06/24/2020	DESC:CITY CENTER										
P.O. BOX 70220	PHILADELPHIA PA	19176-0220											
7828	00000	GUARDIAN	178521			179781	20MWJUN2	9,619.83		.00	.00		
			JULY 2020										
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N			DISC: .00			A3011478	58016		42.00	1099:
ACCT 1200	DEPT 1000	DUE 06/24/2020	DESC:00 544643						A3719068	58016		653.43	1099:
PO BOX 824404	PHILADELPHIA PA	19182-4404							A3729068	58016		225.91	1099:
									A3739068	58016		2,392.07	1099:
									F3739068	58016		784.01	1099:
									G3739068	58016		403.47	1099:
									A3749068	58016		4,463.91	1099:
									A3759068	58016		237.23	1099:
									A3769068	58016		375.80	1099:
									A3769068	58016	3000	42.00	1099:
8385	00000	PRIMELINK, INC.	178522			179782	20MWJUN2	257.34		.00	.00		
			6/10/2020										
CASH A	2020/06	INV 06/22/2020	SEP-CHK: Y			DISC: .00			E3577164	54670		257.34	1099:
ACCT 1200	DEPT 7000	DUE 06/24/2020	DESC:10305-2										
PO BOX 783	CHAMPLAIN NY	12919											
223	00001	RICOH USA, INC	178523			179783	20MWJUN2	36.42		.00	.00		
			5059681451										
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N			DISC: .00			A3143014	54740		36.42	1099:
ACCT 1200	DEPT 4000	DUE 06/24/2020	DESC:4659857										
P O BOX 827577	PHILADELPHIA PA	19182-7577											

NEW INVOICES

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
5997	00001 TIME WARNER CABL	178531 904547801052720		179791	20MWJUN2	1,507.50	.00	.00		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N	DISC: .00			A3567194 54720	1,507.50	1099:	
ACCT 1200	DEPT 6000	DUE 06/24/2020	DESC:202-904547801-001							
PO BOX 4617	CAROL STREAM IL	60197-4617								
7350	00001 TVC ALBANY, INC.	178532 7260874	200214	179792	20MWJUN2	1,233.09	.00	7,792.47		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N	DISC: .00			A3143124 54720	1,233.09	1099:	
ACCT 1200	DEPT 4000	DUE 06/24/2020	DESC:36454							
491 LISBON STREET	LEWISTON NY	04240-7418								
7350	00000 TVC ALBANY, INC.	178533 7267905	200017	179793	20MWJUN2	1,325.12	.00	9,114.88		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N	DISC: .00			A3021694 54740	1,325.12	1099:	
ACCT 1200	DEPT 2000	DUE 06/24/2020	DESC:37216							
PO BOX 1301	WILLISTON VT	05495-1301								
6530	00001 UNITED STATES TR	178534 4TH 2019		179794	20MWJUN2	553.70	.00	.00		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N	DISC: .00			A3729068 58014	553.70	1099:	
ACCT 1200	DEPT 1000	DUE 06/24/2020	DESC:14600243							
INTERNAL REVENUE SERVICE	CINCINNATI OH	45999-0009								
1927	00001 VERIZON	178535 178535		179795	20MWJUN2	8.09	.00	.00		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N	DISC: .00			A3021694 54670	8.09	1099:	
ACCT 1200	DEPT 2000	DUE 06/24/2020	DESC:651750468000197							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	178536 178536		179796	20MWJUN2	27.24	.00	.00		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N	DISC: .00			A3143314 54751	27.24	1099:	
ACCT 1200	DEPT 4000	DUE 06/24/2020	DESC:858175052300172							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	178537 178537		179797	20MWJUN2	33.01	.00	.00		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N	DISC: .00			A3567194 54670 3000	33.01	1099:	
ACCT 1200	DEPT 3000	DUE 06/24/2020	DESC:6517504690000170							
P O BOX 15124	ALBANY NY	12212-5124								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
1927	00001 VERIZON	178538 178538		179798	20MWJUN2	45.53		.00	.00		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N	DISC: .00		A3011654	54670		45.53	1099:	
ACCT 1200	DEPT 1000	DUE 06/24/2020	DESC:2517505200000163								
P O BOX 15124	ALBANY NY 12212-5124										
1927	00001 VERIZON	178539 178539		179799	20MWJUN2	45.58		.00	.00		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N	DISC: .00		A3021694	54670		45.58	1099:	
ACCT 1200	DEPT 2000	DUE 06/24/2020	DESC:2517505200000163								
P O BOX 15124	ALBANY NY 12212-5124										
1927	00001 VERIZON	178541 178541		179801	20MWJUN2	561.51		.00	.00		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N	DISC: .00		A3031654	54670		42.81	1099:	
ACCT 1200	DEPT 3000	DUE 06/24/2020	DESC:DPW			A3031654	54670		64.04	1099:	
P O BOX 15124	ALBANY NY 12212-5124					A3335654	54670		141.76	1099:	
						A3537114	54670		32.46	1099:	
						A3567174	54670	3000	118.06	1099:	
						A3638184	54670		34.05	1099:	
						F3638334	54670		61.66	1099:	
						F3638334	54670		66.67	1099:	
1927	00001 VERIZON	178542 178542		179802	20MWJUN2	1,293.37		.00	.00		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N	DISC: .00		A3031444	54670		7.52	1099:	
ACCT 1200	DEPT 3000	DUE 06/24/2020	DESC:DPW			A3031494	54670		32.66	1099:	
P O BOX 15124	ALBANY NY 12212-5124					A3031654	54670		32.35	1099:	
						A3031654	54670		98.01	1099:	
						A3031654	54670		64.51	1099:	
						A3031654	54670		47.94	1099:	
						A3335654	54670		142.46	1099:	
						A3537114	54670		33.34	1099:	
						A3537114	54670		32.65	1099:	
						A3537214	54670		33.63	1099:	
						A3567174	54670	3000	118.80	1099:	
						A3567194	54670	3000	35.42	1099:	
						A3567194	54670	3000	93.08	1099:	
						A3567194	54670	3000	33.34	1099:	
						A3638184	54670		34.21	1099:	
						A3638184	54670		53.57	1099:	
						F3638334	54670		61.41	1099:	
						F3638334	54670		338.47	1099:	

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1831	00001 VERIZON WIRELESS	178543 9855785682		179803	20MWJUN2	171.62	.00	.00		
CASH A	2020/06	INV 06/22/2020	SEP-CHK: N	DISC: .00						
ACCT 1200	DEPT 1000	DUE 06/24/2020	DESC:942014876-00001							
P O BOX 408	NEWARK NJ 07101-0408									
28 APPROVED UNPAID INVOICES				TOTAL		48,865.31				
28 INVOICE(S)				REPORT POST TOTAL		48,865.31				

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2020 06	A3011478 A	-30-1-1431-8-58011 -	VISION INSURANC	24.34	121.70
	A3011478 A	-30-1-1431-8-58016 -	DENTAL PREMIUMS	42.00	216.00
	A3011654 A	-30-1-1650-4-54670 -	PHONES	45.53	.00
	A3021694 A	-30-2-1681-4-54670 -	PHONES	53.67	6,591.36
	A3021694 A	-30-2-1681-4-54740 -	SERVICE CONTRAC	1,876.89	39,087.59
	A3031444 A	-30-3-1440-4-54670 -	PHONES	7.52	563.96
	A3031494 A	-30-3-1490-4-54670 -	PHONES	32.66	1,085.23
	A3031624 A	-30-3-1620-4-54650 -	UTILITIES	31.21	3,515.24
	A3031634 A	-30-3-1621-4-54650 -	VC UTILITIES	164.48	864.20
	A3031654 A	-30-3-1623-4-54650 -	UTILITIES	695.10	3,013.83
	A3031654 A	-30-3-1623-4-54670 -	PHONES	349.66	1,800.03
	A3113624 A	-31-1-3620-4-54670 -	PHONES	171.62	1,749.87
	A3143014 A	-31-4-3010-4-54740 -	SERVICE CONTRAC	36.42	408.70
	A3143124 A	-31-4-3120-4-54720 -	SERVICE CONTRAC	1,233.09	42.65
	A3143124 A	-31-4-3120-4-54740 -	SERVICE CONTRAC	122.87	58,755.60
	A3143314 A	-31-4-3310-4-54740 -	SERVICE CONTRAC	99.99	600.06
	A3143314 A	-31-4-3310-4-54751 -	UTILITIES TRAFF	27.24	15,981.93
	A3335184 A	-33-3-5182-4-54750 -	STREET LIGHTING	5,147.78	287,135.03
	A3335654 A	-33-3-5650-4-54650 -	UTILITIES	730.38	3,331.56
	A3335654 A	-33-3-5650-4-54670 -	PHONES	284.22	496.26
	A3537114 A	-35-3-7110-4-54650 -	UTILITIES	474.11	14,133.50
	A3537114 A	-35-3-7110-4-54670 -	PHONES	98.45	109.93
	A3537214 A	-35-3-7200-4-54670 -	PHONES	33.63	207.60
	A3537224 A	-35-3-7113-4-54750 -	STREET LIGHTING	16.94	407.90
	A3567144 A	-35-6-7140-4-54650 -3000	UTILITIES	137.28	7,091.66
	A3567174 A	-35-6-7171-4-54650 -3000	UTILITIES	290.44	1,885.34
	A3567174 A	-35-6-7171-4-54670 -3000	PHONES	236.86	2,409.33
	A3567194 A	-35-6-7181-4-54650 -3000	UTILITIES	4,698.47	2,790.96
	A3567194 A	-35-6-7181-4-54670 -3000	PHONES	194.85	889.50
	A3567194 A	-35-6-7181-4-54720 -	SERVICE CONTRAC	1,507.50	2,892.50
	A3638184 A	-36-3-8180-4-54670 -	PHONES	121.83	433.32
	A3719068 A	-37-1-9060-8-58011 -	VISION INSURANC	462.46	2,458.34
	A3719068 A	-37-1-9060-8-58016 -	DENTAL PREMIUMS	653.43	2,938.93
	A3729068 A	-37-2-9060-8-58011 -	VISION INSURANC	267.74	1,119.84
	A3729068 A	-37-2-9060-8-58014 -	HRA CO PAY REIM	553.70	46.30
	A3729068 A	-37-2-9060-8-58016 -	DENTAL PREMIUMS	225.91	2,265.96
	A3739068 A	-37-3-9060-8-58011 -	VISION INSURANC	1,817.38	10,401.26
	A3739068 A	-37-3-9060-8-58016 -	DENTAL PREMIUMS	2,392.07	6,298.52
	A3749068 A	-37-4-9060-8-58011 -	VISION INSURANC	778.88	6,594.37
	A3749068 A	-37-4-9060-8-58016 -	DENTAL PREMIUMS	4,463.91	11,141.56
	A3759068 A	-37-5-9060-8-58011 -	VISION INSURANC	219.06	1,095.58
	A3759068 A	-37-5-9060-8-58016 -	DENTAL PREMIUMS	237.23	820.22
	A3769068 A	-37-6-9060-8-58011 -	VISION INSURANC	97.37	779.44
	A3769068 A	-37-6-9060-8-58011 -3000	VISION INSURANC	170.38	1,704.00
	A3769068 A	-37-6-9060-8-58016 -	DENTAL PREMIUMS	375.80	2,902.40
	A3769068 A	-37-6-9060-8-58016 -3000	DENTAL PREMIUMS	42.00	211.00
	E3577164 E	-35-7-7160-4-54611 -	BUILDING INSURA	10,773.00	21,238.16
	E3577164 E	-35-7-7160-4-54650 -	UTILITIES	1,987.72	104,519.99
	E3577164 E	-35-7-7160-4-54670 -	PHONES	257.34	5,853.80
	E3577184 E	-35-7-7182-4-54792 -	MISCELLANEOUS	657.00	1,113.00
	F3638334 F	-36-3-8330-4-54650 -	UTILITIES	122.21	347,036.66

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
		F3638334 F -36-3-8330-4-54670 -	PHONES	528.21	1,560.05
		F3739068 F -37-3-9060-8-58011 -	VISION INSURANC	490.83	2,807.13
		F3739068 F -37-3-9060-8-58016 -	DENTAL PREMIUMS	784.01	3,176.40
		G3638124 G -36-3-8120-4-54650 -	UTILITIES	845.35	25,515.80
		G3739068 G -37-3-9060-8-58011 -	VISION INSURANC	271.82	2,296.23
		G3739068 G -37-3-9060-8-58016 -	DENTAL PREMIUMS	403.47	2,759.07
REPORT TOTALS				48,865.31	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020 6 209	API E3577164-54611	06/24/2020 W	20MWJUN2 004012			178515	BUILDING INSURANCE SARATSPR		10,773.00	
API A3537224-54750	06/24/2020 W	20MWJUN2 007199			178516	STREET LIGHTING DPW		16.94		
API A3567144-54650-3000	06/24/2020 W	20MWJUN2 007199			178516	UTILITIES DPW		137.28		
API A3031654-54650	06/24/2020 W	20MWJUN2 007199			178516	UTILITIES DPW		410.23		
API G3638124-54650	06/24/2020 W	20MWJUN2 007199			178516	UTILITIES DPW		727.25		
API A3567194-54650-3000	06/24/2020 W	20MWJUN2 007199			178516	UTILITIES DPW		3,384.93		
API A3335184-54750	06/24/2020 W	20MWJUN2 007199			178516	STREET LIGHTING DPW		5,105.45		
API A3335654-54650	06/24/2020 W	20MWJUN2 007199			178516	UTILITIES DPW		730.38		
API A3739068-58011	06/24/2020 W	20MWJUN2 000003			178517	VISION INSURANCE 268-DPW		1,533.42		
API A3769068-58011-3000	06/24/2020 W	20MWJUN2 000003			178517	VISION INSURANCE 268-DPW		170.38		
API F3739068-58011	06/24/2020 W	20MWJUN2 000003			178517	VISION INSURANCE 268-DPW		121.70		
API G3739068-58011	06/24/2020 W	20MWJUN2 000003			178517	VISION INSURANCE 268-DPW		170.38		
API A3011478-58011	06/24/2020 W	20MWJUN2 000003			178518	VISION INSURANCE NB365 CITY HALL		24.34		
API A3719068-58011	06/24/2020 W	20MWJUN2 000003			178518	VISION INSURANCE NB365 CITY HALL		462.46		
API A3729068-58011	06/24/2020 W	20MWJUN2 000003			178518	VISION INSURANCE NB365 CITY HALL		267.74		
API A3739068-58011	06/24/2020 W	20MWJUN2 000003			178518	VISION INSURANCE NB365 CITY HALL		283.96		
API A3749068-58011	06/24/2020 W	20MWJUN2 000003			178518	VISION INSURANCE NB365 CITY HALL		778.88		
API A3759068-58011	06/24/2020 W	20MWJUN2 000003			178518	VISION INSURANCE NB365 CITY HALL		219.06		
API A3769068-58011	06/24/2020 W	20MWJUN2 000003			178518	VISION INSURANCE NB365 CITY HALL		97.37		
API F3739068-58011	06/24/2020 W	20MWJUN2 000003			178518	VISION INSURANCE NB365 CITY HALL		369.13		
API G3739068-58011	06/24/2020 W	20MWJUN2 000003			178518	VISION INSURANCE NB365 CITY HALL		101.44		
API A3335184-54750	06/24/2020 W	20MWJUN2 006575			178519	STREET LIGHTING DPW		42.33		
API G3638124-54650	06/24/2020 W	20MWJUN2 006575			178519	UTILITIES DPW		118.10		
API F3638334-54650						UTILITIES		122.21		

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3031624-54650	06/24/2020 W	20MWJUN2	006575		178519	DPW			
							UTILITIES		31.21	
API	A3031634-54650	06/24/2020 W	20MWJUN2	006575		178519	DPW			
							VC UTILITIES		164.48	
API	A3031654-54650	06/24/2020 W	20MWJUN2	006575		178519	DPW			
							UTILITIES		284.87	
API	A3567174-54650-3000	06/24/2020 W	20MWJUN2	006575		178519	DPW			
							UTILITIES		290.44	
API	A3537114-54650	06/24/2020 W	20MWJUN2	006575		178519	DPW			
							UTILITIES		474.11	
API	A3567194-54650-3000	06/24/2020 W	20MWJUN2	006575		178519	DPW			
							UTILITIES		1,313.54	
API	E3577164-54650	06/24/2020 W	20MWJUN2	006575		178519	DPW			
							UTILITIES		1,987.72	
API	A3011478-58016	06/24/2020 W	20MWJUN2	006575		178520	CITY CENTER			
							DENTAL PREMIUMS		42.00	
API	A3719068-58016	06/24/2020 W	20MWJUN2	007828		178521	00 544643			
							DENTAL PREMIUMS		653.43	
API	A3729068-58016	06/24/2020 W	20MWJUN2	007828		178521	00 544643			
							DENTAL PREMIUMS		225.91	
API	A3739068-58016	06/24/2020 W	20MWJUN2	007828		178521	00 544643			
							DENTAL PREMIUMS		2,392.07	
API	F3739068-58016	06/24/2020 W	20MWJUN2	007828		178521	00 544643			
							DENTAL PREMIUMS		784.01	
API	G3739068-58016	06/24/2020 W	20MWJUN2	007828		178521	00 544643			
							DENTAL PREMIUMS		403.47	
API	A3749068-58016	06/24/2020 W	20MWJUN2	007828		178521	00 544643			
							DENTAL PREMIUMS		4,463.91	
API	A3759068-58016	06/24/2020 W	20MWJUN2	007828		178521	00 544643			
							DENTAL PREMIUMS		237.23	
API	A3769068-58016	06/24/2020 W	20MWJUN2	007828		178521	00 544643			
							DENTAL PREMIUMS		375.80	
API	A3769068-58016-3000	06/24/2020 W	20MWJUN2	007828		178521	00 544643			
							DENTAL PREMIUMS		42.00	
API	E3577164-54670	06/24/2020 W	20MWJUN2	008385		178522	PHONES			
							10305-2		257.34	
API	A3143014-54740	06/24/2020 W	20MWJUN2	000223		178523	SERVICE CONTRACTS - EQUIPMENT		36.42	
							4659857			
API	A3143124-54740	06/24/2020 W	20MWJUN2	000223		178524	SERVICE CONTRACTS - EQUIPMENT		47.92	
							323252-1023244A4			
API	E3577184-54792	06/24/2020 W	20MWJUN2	007458		178525	MISCELLANEOUS			
							967-142-171		657.00	
API	A3143124-54740	06/24/2020 W	20MWJUN2	001699		178526	SERVICE CONTRACTS - EQUIPMENT		74.95	
							202-866296301-001			
API	A3143314-54740	06/24/2020 W	20MWJUN2	007001		178527	SERVICE CONTRACTS - EQUIPMENT		99.99	
							013887001			
API	A3021694-54740	06/24/2020 W	20MWJUN2	001699		178528	SERVICE CONTRACTS - EQUIPMENT		114.99	
							202-489463802-001			

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3021694-54740	06/24/2020 W	20MWJUN2	001699		178529	SERVICE CONTRACTS - EQUIPMENT 202-938277101-001		131.94	
API	A3021694-54740	06/24/2020 W	20MWJUN2	001699		178530	SERVICE CONTRACTS - EQUIPMENT 020946201		304.84	
API	A3567194-54720	06/24/2020 W	20MWJUN2	005997		178531	SERVICE CONTRACTS - PROF SERV 202-904547801-001		1,507.50	
API	A3143124-54720	06/24/2020 W	20MWJUN2	007350	200214	178532	SERVICE CONTRACTS - PROF SERV 36454		1,233.09	
POL	A3143124-54720	06/24/2020 LIQ/INV	007350	200214		178532	SERVICE CONTRACTS - PROF SERV 36454	4 2020		1,233.09
API	A3021694-54740	06/24/2020 W	20MWJUN2	007350	200017	178533	SERVICE CONTRACTS - EQUIPMENT 37216		1,325.12	
POL	A3021694-54740	06/24/2020 LIQ/INV	007350	200017		178533	SERVICE CONTRACTS - EQUIPMENT 37216	4 2020		1,325.12
API	A3729068-58014	06/24/2020 W	20MWJUN2	006530		178534	HRA CO PAY REIMBURSMNT 14600243		553.70	
API	A3021694-54670	06/24/2020 W	20MWJUN2	001927		178535	PHONES 651750468000197		8.09	
API	A3143314-54751	06/24/2020 W	20MWJUN2	001927		178536	UTILITIES TRAFFIC LIGHTS 858175052300172		27.24	
API	A3567194-54670-3000	06/24/2020 W	20MWJUN2	001927		178537	PHONES 6517504690000170		33.01	
API	A3011654-54670	06/24/2020 W	20MWJUN2	001927		178538	PHONES 2517505200000163		45.53	
API	A3021694-54670	06/24/2020 W	20MWJUN2	001927		178539	PHONES 2517505200000163		45.58	
API	A3031654-54670	06/24/2020 W	20MWJUN2	001927		178541	PHONES DPW		42.81	
API	A3031654-54670	06/24/2020 W	20MWJUN2	001927		178541	PHONES DPW		64.04	
API	A3335654-54670	06/24/2020 W	20MWJUN2	001927		178541	PHONES DPW		141.76	
API	A3537114-54670	06/24/2020 W	20MWJUN2	001927		178541	PHONES DPW		32.46	
API	A3567174-54670-3000	06/24/2020 W	20MWJUN2	001927		178541	PHONES DPW		118.06	
API	A3638184-54670	06/24/2020 W	20MWJUN2	001927		178541	PHONES DPW		34.05	
API	F3638334-54670	06/24/2020 W	20MWJUN2	001927		178541	PHONES DPW		61.66	
API	F3638334-54670	06/24/2020 W	20MWJUN2	001927		178541	PHONES DPW		66.67	
API	A3031444-54670	06/24/2020 W	20MWJUN2	001927		178542	PHONES DPW		7.52	
API	A3031494-54670	06/24/2020 W	20MWJUN2	001927		178542	PHONES DPW		32.66	
API	A3031654-54670	06/24/2020 W	20MWJUN2	001927		178542	PHONES DPW		32.35	
API	A3031654-54670	06/24/2020 W	20MWJUN2	001927		178542	PHONES DPW		98.01	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	A3031654-54670						PHONES		64.51	
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	A3031654-54670						PHONES		47.94	
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	A3335654-54670						PHONES		142.46	
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	A3537114-54670						PHONES		33.34	
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	A3537114-54670						PHONES		32.65	
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	A3537214-54670						PHONES		33.63	
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	A3567174-54670-3000						PHONES		118.80	
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	A3567194-54670-3000						PHONES		35.42	
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	A3567194-54670-3000						PHONES		93.08	
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	A3567194-54670-3000						PHONES		33.34	
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	A3638184-54670						PHONES		34.21	
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	A3638184-54670						PHONES		53.57	
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	F3638334-54670						PHONES		61.41	
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	F3638334-54670						PHONES		338.47	
		06/24/2020	W 20MWJUN2	001927		178542	DPW			
API	A3113624-54670						PHONES		171.62	
		06/24/2020	W 20MWJUN2	001831		178543	942014876-00001			
GENERAL LEDGER TOTAL									48,865.31	.00
API	A-2600						ACCOUNTS PAYABLE			31,744.35
		06/24/2020	W 20MWJUN2	B 3214						
API	E-2600						ACCOUNTS PAYABLE			13,675.06
		06/24/2020	W 20MWJUN2	B 3214						
API	F-2600						ACCOUNTS PAYABLE			1,925.26
		06/24/2020	W 20MWJUN2	B 3214						
API	G-2600						ACCOUNTS PAYABLE			1,520.64
		06/24/2020	W 20MWJUN2	B 3214						
POL	A-1521						ENCUMBRANCES			2,558.21
		06/24/2020	W 20MWJUN2	B 3214						
POL	A-2963						BUDGETARY FUND BALANCE RES ENC		2,558.21	
		06/24/2020	W 20MWJUN2	B 3214						
SYSTEM GENERATED ENTRIES TOTAL									2,558.21	51,423.52

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
							JOURNAL 2020/06/209	TOTAL	51,423.52	51,423.52
2020 6 209	API A-1522	06/24/2020	W 20MWJUN2 B 3214				EXPENDITURES		31,744.35	
	API E-1522	06/24/2020	W 20MWJUN2 B 3214				EXPENDITURES		13,675.06	
	API F-1522	06/24/2020	W 20MWJUN2 B 3214				EXPENDITURES		1,925.26	
	API G-1522	06/24/2020	W 20MWJUN2 B 3214				EXPENDITURES		1,520.64	

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2020	6	209	06/24/2020			
	A-1521					ENCUMBRANCES		2,558.21
	A-1522					EXPENDITURES	31,744.35	
	A-2600					ACCOUNTS PAYABLE		31,744.35
	A-2963					BUDGETARY FUND BALANCE RES ENC	2,558.21	
						FUND TOTAL	34,302.56	34,302.56
E	CITY CENTER AUTHORITY	2020	6	209	06/24/2020			
	E-1522					EXPENDITURES	13,675.06	
	E-2600					ACCOUNTS PAYABLE		13,675.06
						FUND TOTAL	13,675.06	13,675.06
F	WATER FUND	2020	6	209	06/24/2020			
	F-1522					EXPENDITURES	1,925.26	
	F-2600					ACCOUNTS PAYABLE		1,925.26
						FUND TOTAL	1,925.26	1,925.26
G	SEWER FUND	2020	6	209	06/24/2020			
	G-1522					EXPENDITURES	1,520.64	
	G-2600					ACCOUNTS PAYABLE		1,520.64
						FUND TOTAL	1,520.64	1,520.64

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

CASH A	2020/07	INV	06/29/2020	SEP-CHK: N	DISC: .00	A3021694	54740	89.99	1099:
ACCT 1200	DEPT 2000	DUE	07/01/2020	DESC:202-483159702-001					
PO BOX 4617	CAROL	STREAM	IL	60197-4617					

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1927	00001 VERIZON	178552 6/21/2020		179812	20MWJUL1	17.67	.00	.00		
CASH A	2020/07	INV 06/29/2020	SEP-CHK: N	DISC: .00			A3051414 54671	17.67	1099:	
ACCT 1200	DEPT 5000	DUE 07/01/2020	DESC:65175065900139							
P O BOX 15124	ALBANY NY 12212-5124									
1927	00001 VERIZON	178553 178553		179813	20MWJUL1	499.07	.00	.00		
CASH A	2020/07	INV 06/29/2020	SEP-CHK: N	DISC: .00			A3021694 54670	499.07	1099:	
ACCT 1200	DEPT 2000	DUE 07/01/2020	DESC:651750664000132							
P O BOX 15124	ALBANY NY 12212-5124									
1831	00001 VERIZON WIRELESS	178554 9856431012		179814	20MWJUL1	42.12	.00	.00		
CASH A	2020/07	INV 06/29/2020	SEP-CHK: N	DISC: .00			A3143414 54670	42.12	1099:	
ACCT 1200	DEPT 4000	DUE 07/01/2020	DESC:742082557-00001							
P O BOX 408	NEWARK NJ 07101-0408									
1831	00001 VERIZON WIRELESS	178555 9856739812		179815	20MWJUL1	1,422.38	.00	.00		
CASH A	2020/07	INV 06/29/2020	SEP-CHK: N	DISC: .00			A3143124 54670	1,422.38	1099:	
ACCT 1200	DEPT 4000	DUE 07/01/2020	DESC:642241256-00001							
P O BOX 408	NEWARK NJ 07101-0408									
1831	00001 VERIZON WIRELESS	178556 9856331166		179816	20MWJUL1	407.79	.00	.00		
CASH A	2020/07	INV 06/29/2020	SEP-CHK: N	DISC: .00			A3143124 54670	106.12	1099:	
ACCT 1200	DEPT 4000	DUE 07/01/2020	DESC:286916448-00001				A3143624 54670	301.67	1099:	
P O BOX 408	NEWARK NJ 07101-0408									
10 APPROVED UNPAID INVOICES				TOTAL		60,727.12				
10 INVOICE(S)				REPORT POST TOTAL		60,727.12				

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2020 07	A3021694 A	-30-2-1681-4-54670 -	PHONES	499.07	6,092.29
	A3021694 A	-30-2-1681-4-54740 -	SERVICE CONTRAC	89.99	38,997.60
	A3031624 A	-30-3-1620-4-54650 -	UTILITIES	35.23	3,480.01
	A3031634 A	-30-3-1621-4-54650 -	VC UTILITIES	127.95	736.25
	A3031654 A	-30-3-1623-4-54650 -	UTILITIES	218.00	2,795.83
	A3041934 A	-30-4-1930-4-54775 -	SELF INSURANCE	190.00	10,977.81
	A3051414 A	-30-5-1410-4-54671 -	PHONES & FAX	17.67	1,485.06
	A3143124 A	-31-4-3120-4-54670 -	PHONES	1,528.50	28,314.25
	A3143124 A	-31-4-3120-4-54740 -	SERVICE CONTRAC	60.30	58,695.30
	A3143414 A	-31-4-3410-4-54670 -	PHONES	42.12	16,254.04
	A3143624 A	-31-4-3620-4-54670 -	PHONES	301.67	2,390.98
	A3335184 A	-33-3-5182-4-54750 -	STREET LIGHTING	26,550.30	260,584.73
	A3335654 A	-33-3-5650-4-54650 -	UTILITIES	67.38	3,264.18
	A3416314 A	-34-1-6310-4-54650 -	UTILITIES	173.04	2,560.58
	A3537114 A	-35-3-7110-4-54650 -	UTILITIES	250.38	13,883.12
	A3567144 A	-35-6-7140-4-54650 -3000	UTILITIES	314.72	6,776.94
	A3567174 A	-35-6-7171-4-54650 -3000	UTILITIES	176.76	1,708.58
	A3567194 A	-35-6-7181-4-54650 -3000	UTILITIES	581.69	2,209.27
	E3577168 E	-35-7-7160-8-58010 -	HOSPITALIZATION	19,278.49	135,408.73
	F3638324 F	-36-3-8320-4-54650 -	UTILITIES	43.39	38,341.30
	F3638334 F	-36-3-8330-4-54650 -	UTILITIES	6,503.11	340,533.55
	G3638124 G	-36-3-8120-4-54650 -	UTILITIES	3,677.36	21,838.44
REPORT TOTALS				60,727.12	

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YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2020 7 5										
API E3577168-58010	07/01/2020 W	20MWJUL1	005598		178547	HOSPITALIZATION			19,278.49	
API A3041934-54775	07/01/2020 W	20MWJUL1	008597		178548	10013542 SELF INSURANCE			190.00	
API A3031624-54650	07/01/2020 W	20MWJUL1	000319		178549	#9632700 UTILITIES			35.23	
API F3638324-54650	07/01/2020 W	20MWJUL1	000319		178549	DPW UTILITIES			43.39	
API A3335654-54650	07/01/2020 W	20MWJUL1	000319		178549	DPW UTILITIES			67.38	
API A3031634-54650	07/01/2020 W	20MWJUL1	000319		178549	DPW VC UTILITIES	Y		127.95	
API A3416314-54650	07/01/2020 W	20MWJUL1	000319		178549	DPW UTILITIES			173.04	
API A3567174-54650-3000	07/01/2020 W	20MWJUL1	000319		178549	DPW UTILITIES			176.76	
API A3031654-54650	07/01/2020 W	20MWJUL1	000319		178549	DPW UTILITIES			218.00	
API A3537114-54650	07/01/2020 W	20MWJUL1	000319		178549	DPW UTILITIES			250.38	
API A3567144-54650-3000	07/01/2020 W	20MWJUL1	000319		178549	DPW UTILITIES			314.72	
API A3567194-54650-3000	07/01/2020 W	20MWJUL1	000319		178549	DPW UTILITIES			581.69	
API G3638124-54650	07/01/2020 W	20MWJUL1	000319		178549	DPW UTILITIES			1,529.14	
API G3638124-54650	07/01/2020 W	20MWJUL1	000319		178549	DPW UTILITIES			2,148.22	
API F3638334-54650	07/01/2020 W	20MWJUL1	000319		178549	DPW UTILITIES			6,503.11	
API A3335184-54750	07/01/2020 W	20MWJUL1	000319		178549	STREET LIGHTING DPW			26,550.30	
API A3143124-54740	07/01/2020 W	20MWJUL1	000223		178550	SERVICE CONTRACTS - EQUIPMENT 323252-1023244A2			60.30	
API A3021694-54740	07/01/2020 W	20MWJUL1	001699		178551	SERVICE CONTRACTS - EQUIPMENT 202-483159702-001			89.99	
API A3051414-54671	07/01/2020 W	20MWJUL1	001927		178552	PHONES & FAX 65175065900139			17.67	
API A3021694-54670	07/01/2020 W	20MWJUL1	001927		178553	PHONES 651750664000132			499.07	
API A3143414-54670	07/01/2020 W	20MWJUL1	001831		178554	PHONES 742082557-00001			42.12	
API A3143124-54670	07/01/2020 W	20MWJUL1	001831		178555	PHONES 642241256-00001			1,422.38	
API A3143124-54670	07/01/2020 W	20MWJUL1	001831		178556	PHONES 286916448-00001			106.12	
API A3143624-54670						PHONES			301.67	

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		07/01/2020	W 20MWJUL1	001831		178556	286916448-00001			
							GENERAL LEDGER TOTAL		60,727.12	.00
API A-2600		07/01/2020	W 20MWJUL1	B 3217			ACCOUNTS PAYABLE			31,224.77
API E-2600		07/01/2020	W 20MWJUL1	B 3217			ACCOUNTS PAYABLE			19,278.49
API F-2600		07/01/2020	W 20MWJUL1	B 3217			ACCOUNTS PAYABLE			6,546.50
API G-2600		07/01/2020	W 20MWJUL1	B 3217			ACCOUNTS PAYABLE			3,677.36
							SYSTEM GENERATED ENTRIES TOTAL		.00	60,727.12
							JOURNAL 2020/07/5	TOTAL	60,727.12	60,727.12
2020 7 5							EXPENDITURES		31,224.77	
API A-1522		07/01/2020	W 20MWJUL1	B 3217			EXPENDITURES		19,278.49	
API E-1522		07/01/2020	W 20MWJUL1	B 3217			EXPENDITURES		6,546.50	
API F-1522		07/01/2020	W 20MWJUL1	B 3217			EXPENDITURES		3,677.36	
API G-1522		07/01/2020	W 20MWJUL1	B 3217			EXPENDITURES			

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2020	7	5	07/01/2020			
	A-1522					EXPENDITURES	31,224.77	
	A-2600					ACCOUNTS PAYABLE		31,224.77
						FUND TOTAL	31,224.77	31,224.77
E	CITY CENTER AUTHORITY	2020	7	5	07/01/2020			
	E-1522					EXPENDITURES	19,278.49	
	E-2600					ACCOUNTS PAYABLE		19,278.49
						FUND TOTAL	19,278.49	19,278.49
F	WATER FUND	2020	7	5	07/01/2020			
	F-1522					EXPENDITURES	6,546.50	
	F-2600					ACCOUNTS PAYABLE		6,546.50
						FUND TOTAL	6,546.50	6,546.50
G	SEWER FUND	2020	7	5	07/01/2020			
	G-1522					EXPENDITURES	3,677.36	
	G-2600					ACCOUNTS PAYABLE		3,677.36
						FUND TOTAL	3,677.36	3,677.36

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

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PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
171583	001	GREENMAN-PEDERSEN, I	1.00	1.00	0.00	0.00	9	GEYSER RD & RT 50 1760.47 & 1759.83
	001	GREENMAN-PEDERSEN, I	1.00	1.00	0.00	0.00		GEYSER RD & RT 50 1760.47 & 1759.83
	001	GREENMAN-PEDERSEN, I	1.00	1.00	0.00	0.00		GEYSER RD & RT 50 1760.47 & 1759.83
	001	GREENMAN-PEDERSEN, I	1.00	1.00	0.00	0.00		GEYSER RD & RT 50 1760.47 & 1759.83
171866	001	GREENMAN-PEDERSEN, I	1.00	0.00	0.00	1.00	9	GREENBELT TRAIL PRELIMINARY AND FINA
	001	GREENMAN-PEDERSEN, I	1.00	0.00	0.00	1.00		GREENBELT TRAIL PRELIMINARY AND FINA
180520	001	SCHNABEL ENGINEERING	1.00	0.00	0.00	1.00	9	LOUGHBEERY LAKE DAM PROJECT-PROFESS
190001	001	FITZGERALD MORRIS BA	1.00	0.00	0.00	1.00	9	ARTICLE 7 NOT TO EXCEED
190009	001	MILLER, MANNIX , SCH	1.00	0.00	0.00	1.00	9	LAND USE BOARD COUNSEL 1/1/19-12/31
190489	001	BELLAMY CONSTRUCTION	1.00	0.00	1.00	0.00	0	KAYDEROSS AND NELSON WATER MAIN REPL
190658	001	BELLAMY CONSTRUCTION	1.00	0.00	0.00	1.00	9	KAYDEROSS AVE W WATER MAIN CHANGE O
	001	BELLAMY CONSTRUCTION	1.00	0.00	0.00	1.00		KAYDEROSS AVE W WATER MAIN CHANGE O
190669	001	JOHN W. DANFORTH COM	1.00	0.00	1.00	0.00	0	DPOW DISPATCH BUILDING- PLUMBING TI
190735	001	WHITE CLAY KILL PRES	1.00	0.00	1.00	0.00	0	REMOVAL AND REPLACEMENT OF PASSENGER
190764	001	CLARK PATTERSON LEE	1.00	0.00	1.00	0.00	0	CITY HALL CHANGE ORDER ONE NOT TO E
190768	001	THE LA GROUP PC	1.00	0.00	0.00	1.00	9	TRAIL GRAPHIC MAPS- CITY WAYFINDING
190813	001	COLLETT MECHANICAL,	1.00	0.00	1.00	0.00	0	CITY HALL HVAC CONSTRUCTION CHANGE
190862	001	WM. J KELLER & SONS	1.00	0.00	0.00	1.00	9	GEYSER ROAD TRAIL CONSTR PER RFP 201
	001	WM. J KELLER & SONS	1.00	0.00	0.00	1.00		GEYSER ROAD TRAIL CONSTR PER RFP 201
190873	001	DLC ELECTRIC, LLC	1.00	0.00	1.00	0.00	0	CHANGE ORDERS ONE AND TWO CITY HALL
190882	001	IMAGE DATA, INC.	1.00	0.00	0.00	1.00	9	BOXING/LABELING SERVICES \$7.25/BOX
190970	001	GAR ASSOCIATES	1.00	0.00	1.00	0.00	0	ADDENDUM THREE NOT TO EXCEED CCA 1
191010	001	DLC ELECTRIC, LLC	1.00	0.00	1.00	0.00	0	CHANGE ORDER THREE CITY HALL BUILDIN
200005	001	AMREX CHEMICAL CO.,	1.00	0.00	0.00	1.00	8	AS FOLLOWS:
200006	001	ABSOLUTE PEST CONTRO	1.00	0.00	0.00	1.00	8	PEST MANAGEMENT SERVICES PER IFB 20
200010	001	MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00	8	ALARM SERVICES SEWER LEVEL MONITORS
200014	001	SCS ENGINEERS	1.00	0.00	0.00	1.00	8	LANDFILL O & M ADDENDUM TWO NOT TO
200022	001	SURPASS CHEMICAL COM	1.00	0.00	0.00	1.00	8	AS FOLLOWS:

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	200027	001 PREMIER PRINTING INC	1.00	0.00	1.00	0.00	0	PRINT BOND DOCUMENTS
	200028	001 FISCAL ADVISORS & MA	1.00	0.00	1.00	0.00	0	FINANCIAL ADVISORY SERVICES
	200030	001 BST & CO. CPAS, LLP	1.00	0.00	0.00	1.00	8	AUDITING SERVICES
	200034	001 VERIZON CONNECT NWF,	12.00	0.00	0.00	12.00	8	MONTHLY SERVICE CHARGES OGS PT66910
	200041	001 STONE INDUSTRIES	1.00	0.00	0.00	1.00	8	PORTABLE TOLIET RENTALS
	200048	001 CHAZEN COMPANIES	1.00	0.00	0.00	1.00	8	LOUNDEN RD. SUBDIVISION PROJECT #201
	200199	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	BOOTS/JACKET POLICY RAYMOND GREEN
	200201	001 MOHAWK ARMY & NAVY	1.00	0.00	1.00	0.00	0	BOOTS/JACKET POLICY ISAAC RHODES N
	200212	001 DLC ELECTRIC, LLC	1.00	0.00	1.00	0.00	0	CHANGE ORDER FOUR CITY HALL ELECTRIC
	200223	001 CASELLA WASTE SERVIC	1.00	0.00	0.00	1.00	8	TIPPING AND HAULING PER RFP 2019-46
	200242	001 CASELLA WASTE SERVIC	1.00	0.00	0.00	1.00	8	2020 CITY CENTER MONTHLY TRASH AND R
	200247	001 DLC ELECTRIC, LLC	1.00	0.00	1.00	0.00	0	CITY HALL ELECTRICAL CHANGE ORDERS 5
	200252	001 PALLETTE STONE CORP	1.00	0.00	0.00	1.00	8	PRECAST MANHOLES, CATCH BASINS PER
	200268	001 THE LAW OFFICE OF DA	1.00	0.00	0.00	1.00	8	2020 LEGAL SERVICE FOR PARKING STRUC
	200277	001 MID STATE INDUSTRIES	1.00	0.00	0.00	1.00	8	RESTORATION OF HISTORIC WOOD CUPOLAS
	200280	001 DLC ELECTRIC, LLC	1.00	0.00	1.00	0.00	0	CITY HALL ELECTRICAL CHANGE ORDER 7
	200281	001 COLLETT MECHANICAL,	1.00	0.00	1.00	0.00	0	CITY HALL HVAC CHANGE ORDER 4 NOT T
	200282	001 COLLETT MECHANICAL,	1.00	0.00	0.00	1.00	8	CITY HALL PLUMBING CHANGE ORDER 5 N
	200300	001 PASSPORT LABS, INC.	1.00	0.00	0.00	1.00	8	PARKING TICKET MANAGEMENT
	200316	001 AUTO FLEET GROUP	1.00	0.00	0.00	1.00	0	2020 FORD ESCAPE PER QUOTE 10885 S
	200321	001 PALLETTE STONE CORP	1.00	0.00	0.00	1.00	8	ASPHALT/CONCRETE PER 20-PWAC-3R CRU
		001 PALLETTE STONE CORP	1.00	0.00	0.00	1.00		ASPHALT/CONCRETE PER 20-PWAC-3R CRU
		001 PALLETTE STONE CORP	1.00	0.00	0.00	1.00		ASPHALT/CONCRETE PER 20-PWAC-3R CRU
	200325	001 COLLETT MECHANICAL,	1.00	0.00	0.00	1.00	8	CITY HALL HVAC CONTRUCTION CHANGE OR
	200340	001 CHAZEN COMPANIES	1.00	0.00	0.00	1.00	8	TASK ORDER #1 176 SOUTH BROADWAY PB#
	200346	001 OFS BRANDS INC	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
	200351	001 UNIFIRST CORPORATION	1.00	0.00	0.00	1.00	8	WALK OFF MATS, DUST MOPS LAUNDRY BAG

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PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
200357	001	CLARK PATTERSON LEE	1.00	0.00	0.00	1.00	8	ADDENDUM ONE CITY HALL NOT TO EXCEED
200360	001	CNA ENVIRONMENTAL IN	1.00	0.00	0.00	1.00	8	Laboratory Services 4/1/2020-12/31/2
200377	001	DLC ELECTRIC, LLC	1.00	0.00	0.00	1.00	8	CHANGE ORDER 8-12 CITY BUILDINGS N
200385	001	RICOH USA, INC	1.00	0.00	0.00	1.00	8	2020 COPIERS LEASE AND USE
200393	001	MCKESSON MEDICAL-SUR	1.00	0.00	0.00	1.00	8	EMERGENCY MEDICAL SUPPLIES
	001	MCKESSON MEDICAL-SUR	1.00	0.00	0.00	1.00		EMERGENCY MEDICAL SUPPLIES
200394	001	HENRY SCHEIN, INC.	1.00	0.00	0.00	1.00	8	EMERGENCY MEDICAL SUPPLIES
	001	HENRY SCHEIN, INC.	1.00	0.00	0.00	1.00		EMERGENCY MEDICAL SUPPLIES
200396	001	BOUND TREE MEDICAL L	1.00	0.00	0.00	1.00	8	EMERGENCY MEDICAL SUPPLIES
	001	BOUND TREE MEDICAL L	1.00	0.00	0.00	1.00		EMERGENCY MEDICAL SUPPLIES
200405	001	LA ROSA'S AUTOMOTIVE	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
200409	001	ALL AMERICAN POLY	1.00	0.00	0.00	1.00	0	100 CASES PRINTED POLYETHYLENE BAGS
200410	001	R M DALRYMPLE CO INC	1.00	0.00	0.00	1.00	0	FILL-RITE PUMP REPAIRS
200411	001	GALLS, LLC	1.00	0.00	0.00	1.00	8	AS FOLLOWS:
200412	001	GALLS, LLC	1.00	0.00	0.00	1.00	8	PER QUOTE 15756121
200425	001	TRANE U.S. INC.	1.00	0.00	1.00	0.00	0	REPLACE CRANKCASE HEATER ON CICUIT #
200432	001	BROWNELLS, INC.	1.00	0.00	1.00	0.00	0	FIREARMS FRONT SIGHT TAPER PIN
200433	001	3M CO TDS4744	36.00	0.00	36.00	0.00	0	CTNS A270ES WHITE STAMARK 12INX30YD
200443	001	KUBRICKY CONSTRUCTIO	1.00	0.00	0.00	1.00	8	EQUIPMENT RENTAL PER SARATOGA COUNT

2439	00009	THE HOME DEPOT P 553111071	178625	20JUL1	107.52	.00	.00		
CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00 A3143124 54180 107.52 1099:									
ACCT 1200 DEPT 4000 DUE 07/07/2020 DESC:712642									
PO BOX 415133 BOSTON MA 02241-5133									
5045	00000	ADIRONDACK SIGN 22192	178557	20JUL1	175.00	.00	.00		
CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00 A3143124 54180 175.00 1099:									
ACCT 1200 DEPT 4000 DUE 07/07/2020 DESC:5/31/2020									
72 BALLSTON AVENUE SARATOGA SPRINGS NY 12866									
2785	00001	ADIRONDACK TIRE 0781161	178558	20JUL1	540.00	.00	.00		
CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00 A3143124 54510 540.00 1099:									
ACCT 1200 DEPT 4000 DUE 07/07/2020 DESC:S8575									
240 WASHINGTON STREET SARATOGA SPRINGS NY 12866									
2785	00001	ADIRONDACK TIRE 178559	178559	20JUL1	600.00	.00	.00		
CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00 A3638194 54510 200.00 1099:									
ACCT 1200 DEPT 3000 DUE 07/07/2020 DESC:S1100 A3638564 54510 200.00 1099:									
240 WASHINGTON STREET SARATOGA SPRINGS NY 12866 F3638354 54510 200.00 1099:									
2785	00001	ADIRONDACK TIRE 178560	178560	20JUL1	392.67	.00	.00		
CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00 A3335014 54510 241.78 1099:									
ACCT 1200 DEPT 3000 DUE 07/07/2020 DESC:S1100 A3638564 54510 120.89 1099:									
240 WASHINGTON STREET SARATOGA SPRINGS NY 12866 G3638124 54510 30.00 1099:									
7276	00000	ADVANCED ELECTRO 8269120	178561	20JUL1	671.00	.00	.00		
CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00 A3143022 52230 671.00 1099:									
ACCT 1200 DEPT 4000 DUE 07/07/2020 DESC:5/28/2020									
344 JOHN DIETSCH BLVD. NORTH ATTLEBORO MA 02763									
70	00000	ADVANTAGE PRESS 45241	178562	20JUL1	85.00	.00	.00		
CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00 A3051414 54573 85.00 1099:									
ACCT 1200 DEPT 5000 DUE 07/07/2020 DESC:6/18/2020									
74 WARREN STREET SARATOGA SPRINGS NY 12866									

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
8585	00000 JULIA BOURKE	178577 178577		179838	20JUL1	500.00	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A063 42411	500.00	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC: CASINO REIMB							
1623	NEOGA CLIFFS	SKANEATELES NY 13152								
5578	00002 BROWNELLS, INC.	178578 19254144.00	200432	179839	20JUL1	22.89	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3143122 52206	22.89	1099:	
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC: 01600689							
3006	BROWNELLS PARKWAY	GRINNELL IA 50112								
8586	00000 CAKE, CANDLES AN	178579 178579		179840	20JUL1	500.00	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A063 42411	500.00	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC: CASINO REIMB							
191	SOUTH STREET	BALLSTON SPA NY 12020								
139	00001 CAPITOL DISTRICT	178580 178580		179841	20JUL1	47.78	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3537114 54180	47.78	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC: 3691							
252	WASHINGTON STREET	SARATOGA SPRINGS NY 12866								
5555	00001 CAROUSEL INDUSTR	178581 2504806		179842	20JUL1	293.50	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3021694 54330	293.50	1099:	
ACCT 1200	DEPT 2000	DUE 07/07/2020	DESC: 102241							
P.O. BOX 842084	BOSTON MA 02284-2084									
417	00001 CASELLA WASTE SE	178582 2197143	200242	179843	20JUL1	60.22	.00	6,655.12		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: Y	DISC: .00			E3577164 54720	60.22	1099:	
ACCT 1200	DEPT 7000	DUE 07/07/2020	DESC: 28-25070 4							
P.O. BOX 1372	WILLISTON VT 05495-1372									
2948	00001 CDW GOVERNMENT I	178583 178583		179844	20JUL1	77.64	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			H3031492 52000 1141	77.64	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC: 6731216							
75	REMITTANCE DRIVE STE.1515	CHICAGO IL 60675-1515								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
3084	00001 F W WEBB COMPANY	178598 67506370		179860	20JUL1	142.85	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		F3638334	54180	142.85	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:57289							
160 MIDDLESEX	TURNPIKE	BEDFORD MA 01730								
198	00000 GALLS, LLC	178599 178599	200411	179861	20JUL1	233.50	.00	533.54		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3143124	54160	233.50	1099:	
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:1001581618							
P.O. BOX 71628	CHICAGO	IL 60694-1628								
198	00000 GALLS, LLC	178600 178600	200412	179862	20JUL1	2,189.20	.00	660.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3143124	54160	2,189.20	1099:	
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:1001581618							
P.O. BOX 71628	CHICAGO	IL 60694-1628								
376	00001 GAZETTE NEWSPAPE	178601 2409889		179863	20JUL1	58.57	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3051414	54490	58.57	1099:	
ACCT 1200	DEPT 5000	DUE 07/07/2020	DESC:90122							
P O BOX 1090	2345 MAXON ROAD	SCHENECTADY NY 12301-1090								
5577	00000 GAR ASSOCIATES	178602 1010962	190970	179864	20JUL1	15,000.00	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3051354	54721	15,000.00	1099:	
ACCT 1200	DEPT 5000	DUE 07/07/2020	DESC:CSSS0200							
5500 MAIN ST. STE. 347	WILLIAMSVILLE NY	14221								
376	00001 GAZETTE NEWSPAPE	178603 2410983		179865	20JUL1	40.89	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3051414	54490	40.89	1099:	
ACCT 1200	DEPT 5000	DUE 07/07/2020	DESC:90122							
P O BOX 1090	2345 MAXON ROAD	SCHENECTADY NY 12301-1090								
376	00001 GAZETTE NEWSPAPE	178604 2410473		179866	20JUL1	80.67	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3051414	54490	80.67	1099:	
ACCT 1200	DEPT 5000	DUE 07/07/2020	DESC:2410517							
P O BOX 1090	2345 MAXON ROAD	SCHENECTADY NY 12301-1090								

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6207	00001 GLOBAL MONTELLO	178605 20235997		179867	20JUL1	2,899.54		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00							
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:2489244								
P.O. BOX 3372	BOSTON MA 02241										
							A3031444	54520		79.58	1099:
							A3113624	54520		17.76	1099:
							A3143124	54520		552.62	1099:
							A3143414	54520		538.27	1099:
							A3335014	54520		409.64	1099:
							A3335124	54520		351.10	1099:
							A3567144	54520	3000	238.95	1099:
							A3638194	54520		53.97	1099:
							E3577164	54520		25.54	1099:
							F3638334	54520		160.46	1099:
							F3638344	54520		154.99	1099:
							F3638354	54520		92.42	1099:
							G3638124	54520		224.24	1099:
6207	00001 GLOBAL MONTELLO	178606 20250276		179868	20JUL1	4,066.24		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3143124	54520		4,066.24	1099:
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:2489244								
P.O. BOX 3372	BOSTON MA 02241										
189	00001 GRAINGER	178607 9561381774		179869	20JUL1	121.07		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3143314	54390		121.07	1099:
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:845177179								
DEPT 800013294	PALATINE IL 60038-0001										
189	00001 GRAINGER	178608 9557158236		179870	20JUL1	134.46		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3143414	54510		134.46	1099:
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:849444310								
DEPT 800013294	PALATINE IL 60038-0001										
189	00001 GRAINGER	178609 9549703701		179871	20JUL1	189.54		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3143412	52601		189.54	1099:
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:849444310								
DEPT 800013294	PALATINE IL 60038-0001										
189	00001 GRAINGER	178610 9545741622		179872	20JUL1	560.00		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3143124	54180		560.00	1099:
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:845177179								

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
DEPT 800013294 PALATINE IL 60038-0001											
8096	00000	GRANICUS, LLC	178611 127829	179873	20JUL1	4,280.00		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3051414	54440		4,280.00	1099:	
ACCT 1200	DEPT 5000	DUE 07/07/2020	DESC:6/18/2020								
DEPT. CH-BOX 19634 PALATINE IL 60055											
6210	00000	GREENMAN-PEDERSE	178612 20-2020	171866	179874	20JUL1	9,360.38	.00	49,847.06		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		H3517142	52000	1252	9,360.38	1099:	
ACCT 1200	DEPT 1000	DUE 07/07/2020	DESC:1760.86								
80 WOLF ROAD, SUITE 300 ALBANY NY 12205											
6210	00000	GREENMAN-PEDERSE	178613 0287750	171583	179875	20JUL1	14,462.06	.00	199,779.62		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		H3517142	52000	1200	14,462.06	1099:	
ACCT 1200	DEPT 1000	DUE 07/07/2020	DESC:ALB-2016150.00								
80 WOLF ROAD, SUITE 300 ALBANY NY 12205											
6210	00000	GREENMAN-PEDERSE	178614 19-2020	171866	179876	20JUL1	14,855.97	.00	49,847.06		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		H3517142	52000	1252	14,855.97	1099:	
ACCT 1200	DEPT 1000	DUE 07/07/2020	DESC:1760.86								
80 WOLF ROAD, SUITE 300 ALBANY NY 12205											
6210	00000	GREENMAN-PEDERSE	178615 0291340	171583	179877	20JUL1	27,401.36	.00	199,779.62		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		H3517142	52000	1200	27,401.36	1099:	
ACCT 1200	DEPT 1000	DUE 07/07/2020	DESC:ALB-2016150.00								
80 WOLF ROAD, SUITE 300 ALBANY NY 12205											
6210	00000	GREENMAN-PEDERSE	178616 0293196	171583	179878	20JUL1	45,081.21	.00	199,779.62		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		H3517142	52000	1200	45,081.21	1099:	
ACCT 1200	DEPT 1000	DUE 07/07/2020	DESC:ALB-2016150.00								
80 WOLF ROAD, SUITE 300 ALBANY NY 12205											
6210	00000	GREENMAN-PEDERSE	178617 0294656	171583	179879	20JUL1	55,720.73	.00	199,779.62		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		H3517142	52000	1200	55,720.73	1099:	
ACCT 1200	DEPT 1000	DUE 07/07/2020	DESC:ALB-2016150.00								
80 WOLF ROAD, SUITE 300 ALBANY NY 12205											

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
327	00001 PALLETTE STONE C	178655 208135	200321	179917	20JUL1	1,866.97		.00	47,198.41		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3335014	54100	1,866.97	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:208134								
269 BALLARD ROAD WILTON NY 12831											
8413	00000 PASSPORT LABS, I	178656 INV-1013024	200300	179918	20JUL1	1,484.46		.00	71,079.41		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3143014	54802	1,484.46	1099:	
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:5/31/2020								
PO BOX 674924 DETROIT MI 48267-4924											
8595	00000 SCOTT PHILLIPS	178657 20-002290		179919	20JUL1	1,404.38		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3041934	54775	1,404.38	1099:	
ACCT 1200	DEPT 5000	DUE 07/07/2020	DESC:02012020								
1012 CHEROKEE ROAD GLENVILLE NY 12302											
328	00001 PITNEY BOWES	178658 3311359189		179921	20JUL1	386.10		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3021694	54730	386.10	1099:	
ACCT 1200	DEPT 2000	DUE 07/07/2020	DESC:0040075372								
P O BOX 371887 PITTSBURGH PA 15250-7887											
6294	00000 PITTSFIELD COMMU	178659 64863		179922	20JUL1	665.00		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3143124	54740	665.00	1099:	
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:(MA)SARAT,SP								
1502 W HOUSATONIC ST PITTSFIELD MA 01201											
1891	00000 PREMIER PRINTING	178661 2373	200027	179924	20JUL1	5,090.00		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			V3719714	54720	5,090.00	1099:	
ACCT 1200	DEPT 2000	DUE 07/07/2020	DESC:CD								
250 S. CLINTON ST., STE. 502 SYRACUSE NY 13202											
1889	00000 FISCAL ADVISORS	178662 31955	200028	179925	20JUL1	15,700.00		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			V3719714	54720	15,700.00	1099:	
ACCT 1200	DEPT 2000	DUE 07/07/2020	DESC:31956								
120 WALTON STREET SUITE 600 SYRACUSE NY 13202											

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
125	00000 R H CROWN CO INC	178663 073173		179926	20JUL1	572.68	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3638194 54520		312.60	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:073055			A3638194 54530		260.08	1099:	
100 NORTH MARKET STREET	JOHNSTOWN NY 12095									
223	00001 RICOH USA, INC	178665 5059681495		179928	20JUL1	6.98	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3567144 54740		6.98	1099:	
ACCT 1200	DEPT 6000	DUE 07/07/2020	DESC:4661335							
P O BOX 827577	PHILADELPHIA PA 19182-7577									
223	00002 RICOH USA, INC	178667 103784453	200385	179930	20JUL1	150.02	.00	1,849.98		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3051414 54740		150.02	1099:	
ACCT 1200	DEPT 5000	DUE 07/07/2020	DESC:323252-1023244A5							
P O BOX 41564	PHILADELPHIA PA 19101-1564									
223	00001 RICOH USA, INC	178668 5059681900		179931	20JUL1	169.43	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3011422 52200		169.43	1099:	
ACCT 1200	DEPT 1000	DUE 07/07/2020	DESC:4659909							
P O BOX 827577	PHILADELPHIA PA 19182-7577									
8599	00000 DICK ROWLAND	178669 04202020		179932	20JUL1	1,529.00	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: Y	DISC: .00		E3577164 54110		1,529.00	1099:	
ACCT 1200	DEPT 7000	DUE 07/07/2020	DESC:WOOD PENS							
9295 ASHLEY DR.	WEEKI WACHEE FL 34613									
6851	00000 SARATOGA AUTO SU	178670 178670		179933	20JUL1	717.60	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3335014 54510		717.60	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:4305							
288 MILTON AVE.	BALLSTON SPA NY 12020									
6851	00000 SARATOGA AUTO SU	178671 178671		179934	20JUL1	685.82	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3031444 54510		176.51	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:4305			A3567144 54510 3000		34.33	1099:	
288 MILTON AVE.	BALLSTON SPA NY 12020					F3638344 54510		400.39	1099:	
						G3638124 54510		74.59	1099:	

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VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
369	00000	SARATOGA MASONRY	178679 234585		179942	20JUL1	99.50		.00	.00		
CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00							A3335014	54100		39.80	1099:	
ACCT 1200 DEPT 3000 DUE 07/07/2020 DESC:234468							A3335014	54530		59.70	1099:	
435 MAPLE AVENUE - ROUTE 9 SARATOGA SPRINGS NY 12866												
371	00002	SARATOGA QUALITY	178680 2006-139179		179943	20JUL1	6.59		.00	.00		
CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00							F3638334	54510		6.59	1099:	
ACCT 1200 DEPT 3000 DUE 07/07/2020 DESC:4345												
BLUETARP CREDIT SERVICES PO BOX 105525 ATLANTA GA 30348-5525												
4701	00000	SARATOGA PUBLISH	178681 178681		179944	20JUL1	320.00		.00	.00		
CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00							A3567154	54600		320.00	1099:	
ACCT 1200 DEPT 6000 DUE 07/07/2020 DESC:2529												
5 CASE STREET SARATOGA SPRINGS NY 12866												
399	00001	SARATOGA VETERIN	178682 236568,236569		179945	20JUL1	688.35		.00	.00		
CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00							A3143124	54970		362.89	1099:	
ACCT 1200 DEPT 4000 DUE 07/07/2020 DESC:239892,236661							A3143124	54970		34.00	1099:	
693 ROUTE 9 GANSEVOORT NY 12831							A3143124	54970		21.89	1099:	
							A3143124	54970		269.57	1099:	
374	00009	21C ADVERTISING	178683 2007152		179946	20JUL1	27.41		.00	.00		
CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00							A3051414	54490		27.41	1099:	
ACCT 1200 DEPT 5000 DUE 07/07/2020 DESC:19397												
PO BOX 8003 WILLOUGHYBY OH 44096-8003												
374	00009	21C ADVERTISING	178684 2003708		179947	20JUL1	34.70		.00	.00		
CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00							A3051414	54490		34.70	1099:	
ACCT 1200 DEPT 5000 DUE 07/07/2020 DESC:19397												
PO BOX 8003 WILLOUGHYBY OH 44096-8003												
374	00009	21C ADVERTISING	178685 2011826		179948	20JUL1	55.32		.00	.00		
CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00							A3051414	54490		55.32	1099:	
ACCT 1200 DEPT 5000 DUE 07/07/2020 DESC:19397												
PO BOX 8003 WILLOUGHYBY OH 44096-8003												

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420	00000 T & T SALES INC	178706 2618		179969	20JUL1	89.45	.00	.00		
	CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 07/07/2020 DESC:4/28/2020 411 OLD NISKAYUNA ROAD LATHAM NY 12110						A3335124 54510		89.45	1099:
424	00000 TAYLOR WELDING S	178707 00770640		179970	20JUL1	225.00	.00	.00		
	CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 07/07/2020 DESC:02631 P O BOX 741 22 LOWER WARREN STREET GLENS FALLS NY 12801						A3031654 54180		225.00	1099:
6594	00000 THE LAW OFFICE O	178708 17841	200268	179971	20JUL1	750.00	.00	6,983.50		
	CASH A 2020/07 INV 06/30/2020 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 7000 DUE 07/07/2020 DESC:4/30/2020 480 BROADWAY, SUITE 211 SARATOGA SPRINGS NY 12866						E3577184 54760		750.00	1099:7
4157	00000 THE UPS STORE -	178709 MMCBMXGCG7NB		179972	20JUL1	10.73	.00	.00		
	CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 07/07/2020 DESC:6/15/2020 26F CONGRESS PLAZA SARATOGA SPRINGS NY 12866						A3143414 54330		10.73	1099:
269	00001 3M CO TDS4744	178710 9407738985	200433	179973	20JUL1	10,128.96	.00	.00		
	CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 07/07/2020 DESC:16134710 P O BOX 371227 PITTSBURGH PA 15250-7227						A3143314 54713		10,128.96	1099:
8592	00000 TO LIFE !!	178711 178711		179974	20JUL1	500.00	.00	.00		
	CASH A 2020/07 INV 06/30/2020 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 7000 DUE 07/07/2020 DESC:CITY CENTER REFUND ATTN: EILEEN BIRD 410 KENWOOD AVE. DELMAR NY 12054						E 2615		500.00	1099:
8136	00000 TRACEY ROAD EQUI	178712 X106022785:01		179975	20JUL1	73.56	.00	.00		
	CASH A 2020/07 INV 06/30/2020 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 07/07/2020 DESC:14329 280 CORINTH ROAD QUEENSBURY NY 12804						F3638354 54180		73.56	1099:

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1927	00001 VERIZON	178727 178727		179990	20JUL1	130.63	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3143414	54670	130.63	1099:	
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:251747381000191							
P O BOX 15124	ALBANY NY 12212-5124									
1927	00001 VERIZON	178728 178728		179991	20JUL1	190.74	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3143414	54670	190.74	1099:	
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:251747334000181							
P O BOX 15124	ALBANY NY 12212-5124									
1927	00001 VERIZON	178729 178729		179992	20JUL1	207.98	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3143414	54670	207.98	1099:	
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:651750648000166							
P O BOX 15124	ALBANY NY 12212-5124									
1927	00001 VERIZON	178730 178730		179993	20JUL1	324.83	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3143124	54670	324.83	1099:	
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:651750563000175							
P O BOX 15124	ALBANY NY 12212-5124									
8333	00000 VERMEER MID ATLA	178731 A03683		179994	20JUL1	516.60	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3638194	54530	516.60	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:A03718							
925 MERRITT BLVD.	DUNDALK MD 21222									
7528	00000 VISA	178733 178733		179996	20JUL1	52.29	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: Y	DISC: .00		E3577164	54510	44.99	1099:	
ACCT 1200	DEPT 7000	DUE 07/07/2020	DESC:4121265990220290			E3577164	54792	7.30	1099:	
PO BOX 30131	TAMPA FL 30131									
7528	00000 VISA	178734 178734		179997	20JUL1	276.63	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: Y	DISC: .00		E3577164	54110	39.99	1099:	
ACCT 1200	DEPT 7000	DUE 07/07/2020	DESC:4121265990220290			E3577164	54201	136.64	1099:	
PO BOX 30131	TAMPA FL 30131					E3577164	54201	100.00	1099:	

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3346	00001 W B MASON CO INC	178735 211378668		179998	20JUL1	8.88	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3143124 54110	8.88	1099:	
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:C1067550							
P O BOX 981101	BOSTON MA 02298-1101									
3346	00001 W B MASON CO INC	178736 2111119935		179999	20JUL1	17.18	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3113624 54110	17.18	1099:	
ACCT 1200	DEPT 1000	DUE 07/07/2020	DESC:C1067550							
P O BOX 981101	BOSTON MA 02298-1101									
3346	00001 W B MASON CO INC	178737 210953296		180000	20JUL1	19.98	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3143014 54720	19.98	1099:	
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:C2650013							
P O BOX 981101	BOSTON MA 02298-1101									
3346	00001 W B MASON CO INC	178738 211308033		180001	20JUL1	79.92	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3051414 54110	79.92	1099:	
ACCT 1200	DEPT 5000	DUE 07/07/2020	DESC:C2650013							
P O BOX 981101	BOSTON MA 02298-1101									
3346	00001 W B MASON CO INC	178739 209505336		180002	20JUL1	159.98	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3143124 54140	159.98	1099:	
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:C1067550							
P O BOX 981101	BOSTON MA 02298-1101									
3346	00001 W B MASON CO INC	178740 178740		180003	20JUL1	189.78	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3143124 54110	79.92	1099:	
ACCT 1200	DEPT 4000	DUE 07/07/2020	DESC:C2650013				A3143314 54390	19.95	1099:	
P O BOX 981101	BOSTON MA 02298-1101						A3143414 54200	89.91	1099:	
3346	00001 W B MASON CO INC	178741 178741		180004	20JUL1	199.87	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3638564 54180	49.95	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:C2650013				A3031654 54110	71.97	1099:	
P O BOX 981101	BOSTON MA 02298-1101						A3031654 54180	19.99	1099:	
							A3638184 54180	57.96	1099:	

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VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
7114	00000 BELLAMY CONSTRUC	178757 7B	190658	180021	20JUL1	29,359.02	.00	18,545.36		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		H3638332	52000 1259	29,359.02	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:CHANGE ORDER ONE							
6684	AMSTERDAM ROAD	SCOTIA NY 12302								
7114	00000 BELLAMY CONSTRUC	178758 7C	190489	180022	20JUL1	43,606.79	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		H3638332	52000 1259	43,606.79	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:RFP 2019-15							
6684	AMSTERDAM ROAD	SCOTIA NY 12302								
7426	00000 BPI MECHANICAL S	178759 178759		180023	20JUL1	1,000.00	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3567194	54610 3000	172.00	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:CITSAR			A3567194	54610 3000	828.00	1099:	
95	HUDSON RIVER ROAD	WATERFORD NY 12188								
417	00001 CASELLA WASTE SE	178760 2197269	200223	180024	20JUL1	1,834.70	.00	51,490.85		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3638184	54521	315.00	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:28-34321 0			A3638184	54700	1,519.70	1099:	
P.O. BOX 1372	WILLISTON VT 05495-1372									
825	00001 CHAZEN COMPANIES	178761 0117232	200048	180025	20JUL1	156.00	.00	569.50		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3031444	54725	156.00	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:32004.02							
21	FOX STREET	POUGHKEEPSIE NY 12601								
825	00001 CHAZEN COMPANIES	178762 0117233	200340	180026	20JUL1	191.00	.00	1,551.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		A3031444	54725	191.00	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:32004.02							
21	FOX STREET	POUGHKEEPSIE NY 12601								
7207	00001 CLARK PATTERSON	178763 69227	190764	180027	20JUL1	9,738.08	.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00		H3031492	52000 1141	9,738.08	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:13732.06							
30	CENTURY HILL DR., SUITE 104	LATHAM NY 12110								

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7207	00001 CLARK PATTERSON	178764 178764	200357	180028	20JUL1	304.42		.00	41,545.58		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			H3031492	52000 1141		304.42	1099:
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:13732.06								
30 CENTURY HILL DR., SUITE 104 LATHAM NY 12110											
149	00001 CNA ENVIRONMENTA	178765 APR 2020	200360	180029	20JUL1	773.00		.00	12,497.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			F3638334	54708		773.00	1099:
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:Laboratory Services								
27 KENT STREET STE. 102 BALLSTON SPA NY 12020											
5798	00000 COLLETT MECHANIC	178766 1904012	200282	180030	20JUL1	25,345.06		.00	25,995.05		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			H3031492	52000 1141		25,345.06	1099:
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:19-040								
138 SICKER ROAD LATHAM NY 12110											
5798	00000 COLLETT MECHANIC	178767 1903912	190813	180031	20JUL1	5,006.55		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			H3031492	52000 1141		5,006.55	1099:
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:19-039								
138 SICKER ROAD LATHAM NY 12110											
5798	00000 COLLETT MECHANIC	178768 1903912-1	200281	180032	20JUL1	18,317.54		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			H3031492	52000 1141		18,317.54	1099:
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:CHANGE ORDER 4								
138 SICKER ROAD LATHAM NY 12110											
5798	00000 COLLETT MECHANIC	178769 1903912-2	200325	180033	20JUL1	36,324.50		.00	8,611.66		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			H3031492	52000 1141		36,324.50	1099:
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:19-039								
138 SICKER ROAD LATHAM NY 12110											
7961	00000 DLC ELECTRIC, LL	178770 10A	190873	180034	20JUL1	76,228.40		.00	.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			H3031492	52000 1141		76,228.40	1099:
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:CHANGE ORDERS 1 & 2								
479 STATE ROUTE 40 TROY NY 12182											

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
7142	00001 SCHNABEL ENGINEE	178788 2026684	180520	180052	20JUL1	32,770.35	.00	77,664.05		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			H3638742 52000 1254	32,770.35	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:18C25008.00							
PO BOX 7422	MERRIFIELD VA 22116-7422									
7852	00000 SCS ENGINEERS	178789 0379599	200014	180053	20JUL1	1,300.00	.00	18,400.00		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3638184 54720	1,300.00	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:07218139.00							
AR DEPT., 3900	KILROY AIRPORT WAY, SUITE 100	LONG BEACH CA 90806-6816								
7754	00000 VERIZON CONNECT	178790 OSV00000213594-1	200034	180054	20JUL1	1,502.05	.00	13,165.60		
CASH A	2020/07	INV 06/30/2020	SEP-CHK: N	DISC: .00			A3335014 54740	1,502.05	1099:	
ACCT 1200	DEPT 3000	DUE 07/07/2020	DESC:SARA007							
PO BOX 975544	DALLAS TX 75397-5544									
222 APPROVED UNPAID INVOICES			TOTAL			1,804,493.13				
222 INVOICE(S)			REPORT POST TOTAL			1,804,493.13				

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2020 07	A063	A	-06-3-0000-0-42411 -	RENTAL CASINO C	1,500.00 REV .00
	A3011214	A	-30-1-1210-4-54110 -	OFFICE SUPPLIES	17.76 -17.76
	A3011422	A	-30-1-1420-2-52200 -	OFFICE EQUIPMEN	169.43 1,799.42
	A3021314	A	-30-2-1310-4-54110 -	OFFICE SUPPLIES	67.76 8,398.63
	A3021314	A	-30-2-1310-4-54720 -	SERVICE CONTRAC	2,700.00 3,000.00
	A3021364	A	-30-2-1362-4-54420 -	ADVERTISING	190.40 3,369.20
	A3021692	A	-30-2-1681-2-52230 -	HARDWARE	710.48 8,619.37
	A3021694	A	-30-2-1681-4-54330 -	REPAIRS & MAINT	341.50 2,763.77
	A3021694	A	-30-2-1681-4-54730 -	SERVICE CONTRAC	386.10 840.23
	A3031444	A	-30-3-1440-4-54110 -	OFFICE SUPPLIES	17.76 1,313.24
	A3031444	A	-30-3-1440-4-54510 -	REPAIRS & MAINT	176.51 802.82
	A3031444	A	-30-3-1440-4-54520 -	GAS & OIL	79.58 3,232.11
	A3031444	A	-30-3-1440-4-54725 -	SERVICE CONTRAC	347.00 7,155.00
	A3031492	A	-30-3-1490-2-52200 -	OFFICE EQUIPMEN	1,325.08 -361.57
	A3031494	A	-30-3-1490-4-54110 -	OFFICE SUPPLIES	185.35 773.25
	A3031594	A	-30-3-1590-4-54610 -	REPAIRS & MAINT	28.50 840.96
	A3031624	A	-30-3-1620-4-54140 -	JANITORIAL SUPP	776.54 3,481.57
	A3031624	A	-30-3-1620-4-54180 -	OTHER SUPPLIES	1,170.57 2,557.27
	A3031624	A	-30-3-1620-4-54720 -	SERVICE CONTRAC	48.50 7,639.00
	A3031634	A	-30-3-1621-4-54610 -	VC REPAIRS & MA	947.48 1,216.46
	A3031654	A	-30-3-1623-4-54110 -	OFFICE SUPPLIES	71.97 219.15
	A3031654	A	-30-3-1623-4-54160 -	UNIFORMS	29.52 120.16
	A3031654	A	-30-3-1623-4-54180 -	OTHER SUPPLIES	244.99 2,223.58
	A3031654	A	-30-3-1623-4-54210 -	GARAGE SUPPLIES	1,215.48 -889.35
	A3031654	A	-30-3-1623-4-54610 -	REPAIRS & MAINT	67.40 9,276.27
	A3031914	A	-30-3-1910-4-54773 -	LIABILITY INSUR	1,258.00 2,858.10
	A3031934	A	-30-3-1930-4-54775 -	SELF INSURANCE	25,000.00 2,575.99
	A3041934	A	-30-4-1930-4-54775 -	SELF INSURANCE	1,404.38 9,573.43
	A3051354	A	-30-5-1355-4-54720 -	SERVICE CONTRAC	1,794.00 .00
	A3051354	A	-30-5-1355-4-54721 -	SERVIEC CONTRAC	15,000.00 .00
	A3051414	A	-30-5-1410-4-54110 -	OFFICE SUPPLIES	97.68 4,003.42
	A3051414	A	-30-5-1410-4-54440 -	BOOKS PUBLICATI	4,280.00 1,577.00
	A3051414	A	-30-5-1410-4-54490 -	GENERAL ADVERTI	347.56 5,586.63
	A3051414	A	-30-5-1410-4-54573 -	RISK-SAFETY PRO	85.00 40,644.17
	A3051414	A	-30-5-1410-4-54740 -	SERVICE CONTRAC	150.02 522.60
	A3113624	A	-31-1-3620-4-54110 -	OFFICE SUPPLIES	34.94 1,323.42
	A3113624	A	-31-1-3620-4-54520 -	GAS & OIL	17.76 1,196.88
	A3143014	A	-31-4-3010-4-54110 -	OFFICE SUPPLIES	28.26 1,710.82
	A3143014	A	-31-4-3010-4-54291 -	DRUG TESTING	78.00 755.50
	A3143014	A	-31-4-3010-4-54720 -	SERVICE CONTRAC	381.98 13,150.52
	A3143014	A	-31-4-3010-4-54802 -	COMPLUS PARK TI	1,484.46 .00
	A3143022	A	-31-4-3020-2-52230 -	HARDWARE	671.00 47,165.72
	A3143122	A	-31-4-3120-2-52206 -	WEAPONS	22.89 18,749.21
	A3143122	A	-31-4-3120-2-52620 -	POLICE EQUIPMEN	39,488.47 7,824.48
	A3143124	A	-31-4-3120-4-54110 -	OFFICE SUPPLIES	238.80 5,782.15
	A3143124	A	-31-4-3120-4-54140 -	JANITORIAL SUPP	407.51 1,800.32
	A3143124	A	-31-4-3120-4-54160 -	UNIFORMS	2,989.65 60,315.87
	A3143124	A	-31-4-3120-4-54180 -	OTHER SUPPLIES	1,784.43 2,951.36
	A3143124	A	-31-4-3120-4-54510 -	REPAIRS & MAINT	1,656.26 36,487.68
	A3143124	A	-31-4-3120-4-54520 -	GAS & OIL	4,669.01 62,446.38
	A3143124	A	-31-4-3120-4-54670 -	PHONES	462.19 27,852.06

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ACCOUNT DISTRIBUTION SUMMARY

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	A3143124	A -31-4-3120-4-54740 -	SERVICE CONTRAC	665.00	58,030.30
	A3143124	A -31-4-3120-4-54850 -	MEALS PRISONERS	105.12	894.88
	A3143124	A -31-4-3120-4-54970 -	K-9 CARE	1,206.84	16,171.09
	A3143124	A -31-4-3120-4-54979 -	HORSE CARE	435.00	12,043.13
	A3143312	A -31-4-3310-2-52802 -	TOOLS & EQUIPME	69.42	6,343.47
	A3143314	A -31-4-3310-4-54390 -	MAINTENANCE SUP	238.54	3,577.18
	A3143314	A -31-4-3310-4-54713 -	PAVEMENT MARKIN	10,193.50	12,796.39
	A3143314	A -31-4-3310-4-54751 -	UTILITIES TRAFF	32.24	15,949.69
	A3143412	A -31-4-3410-2-52601 -	FIRE EQUIPMENT	189.54	16,988.16
	A3143412	A -31-4-3410-2-52610 -	FIREFIGHTERS EQ	141.80	54,220.34
	A3143414	A -31-4-3410-4-54150 -	EMS SUPPLIES	3,255.64	5,840.08
	A3143414	A -31-4-3410-4-54200 -	HOUSE SUPPLIES	696.42	4,968.12
	A3143414	A -31-4-3410-4-54330 -	REPAIRS & MAINT	10.73	3,178.97
	A3143414	A -31-4-3410-4-54510 -	REPAIRS & MAINT	134.46	35,456.42
	A3143414	A -31-4-3410-4-54520 -	GAS & OIL	1,035.34	23,655.54
	A3143414	A -31-4-3410-4-54670 -	PHONES	831.00	15,423.04
	A3143414	A -31-4-3410-4-54720 -	SERVICE CONTRAC	727.24	27,565.49
	A3143424	A -31-4-3412-4-54180 -	OTHER SUPPLIES	624.09	2,400.53
	A3143624	A -31-4-3620-4-54110 -	OFFICE SUPPLIES	26.30	768.86
	A3143634	A -31-4-3625-4-54747 -	AMBULANCE BILLI	4,696.05	46,501.39
	A3335012	A -33-3-5010-2-52400 -	VEHICLES	8,783.00	.00
	A3335014	A -33-3-5010-4-54100 -	RUBBLE BLACKTOP	3,505.43	8,400.19
	A3335014	A -33-3-5010-4-54180 -	OTHER SUPPLIES	925.70	37,639.30
	A3335014	A -33-3-5010-4-54510 -	REPAIRS & MAINT	3,704.98	99,309.04
	A3335014	A -33-3-5010-4-54520 -	GAS & OIL	4,554.37	50,355.22
	A3335014	A -33-3-5010-4-54530 -	EQUIPMENT & VEH	59.70	-59.70
	A3335014	A -33-3-5010-4-54740 -	SERVICE CONTRAC	1,502.05	296.00
	A3335124	A -33-3-5111-4-54510 -	REPAIRS & MAINT	89.45	10,913.92
	A3335124	A -33-3-5111-4-54520 -	GAS & OIL	2,034.16	14,902.86
	A3335134	A -33-3-5112-4-54530 -	EQUIPMENT & VEH	10,514.00	45,000.00
	A3335184	A -33-3-5182-4-54750 -	STREET LIGHTING	9.00	260,575.73
	A3335654	A -33-3-5650-4-54180 -	OTHER SUPPLIES	43.00	-41.20
	A3416784	A -34-1-6780-4-54720 -	SERVICE CONTRAC	3,004.00	1,502.00
	A3537112	A -35-3-7110-2-52300 -	MISCELLANEOUS E	549.00	1,451.00
	A3537114	A -35-3-7110-4-54180 -	OTHER SUPPLIES	47.78	15,557.18
	A3537114	A -35-3-7110-4-54720 -	SERVICE CONTRAC	165.50	8,678.00
	A3537214	A -35-3-7200-4-54180 -	OTHER SUPPLIES	185.01	2,150.19
	A3537214	A -35-3-7200-4-54610 -	REPAIRS & MAINT	38.50	2,038.00
	A3537224	A -35-3-7113-4-54720 -	SERVICE CONTRAC	40.00	200.75
	A3567144	A -35-6-7140-4-54510 -3000	REPAIRS & MAINT	34.33	5,200.62
	A3567144	A -35-6-7140-4-54520 -3000	GAS & OIL	368.80	5,331.50
	A3567144	A -35-6-7140-4-54680 -3000	LANDSCAPING	160.89	553.65
	A3567144	A -35-6-7140-4-54740 -	SERVICE CONTRAC	6.98	5,957.34
	A3567154	A -35-6-7150-4-54600 -	ADVERTISING	320.00	-320.00
	A3567174	A -35-6-7171-4-54610 -3000	REPAIRS & MAINT	21.93	9,465.81
	A3567174	A -35-6-7171-4-54720 -3000	SERVICE CONTRAC	77.00	10,656.00
	A3567194	A -35-6-7181-4-54610 -3000	REPAIRS & MAINT	1,000.00	29,951.08
	A3567194	A -35-6-7181-4-54720 -3000	SERVICE CONTRAC	68.50	7,105.00
	A3567244	A -35-6-7240-4-54720 -3000	SERVICE CONTRAC	184.00	37.48
	A3618684	A -36-1-8687-4-54110 -	OFFICE SUPPLIES	1,316.00	754.39
	A3618684	A -36-1-8687-4-54110 -8010	OFFICE SUPPLIES	17.76	49.30

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		A3618684 A	-36-1-8687-4-54720 -8020	SERVICE CONTRAC	1,760.00 .00
		A3638184 A	-36-3-8180-4-54180 -	OTHER SUPPLIES	57.96 -14.05
		A3638184 A	-36-3-8180-4-54380 -	STATION BAGS	3,330.00 4,170.00
		A3638184 A	-36-3-8180-4-54521 -	TIPPING FEES	315.00 750.00
		A3638184 A	-36-3-8180-4-54700 -	TRANSPORTATION	1,519.70 135.00
		A3638184 A	-36-3-8180-4-54720 -	SERVICE CONTRAC	1,300.00 8,615.49
		A3638194 A	-36-3-8185-4-54510 -	REPAIRS & MAINT	200.00 5,419.36
		A3638194 A	-36-3-8185-4-54520 -	GAS & OIL	3,607.13 3,708.71
		A3638194 A	-36-3-8185-4-54530 -	EQUIPMENT & VEH	776.68 -776.68
		A3638564 A	-36-3-8560-4-54180 -	OTHER SUPPLIES	49.95 4,502.90
		A3638564 A	-36-3-8560-4-54510 -	REPAIRS & MAINT	320.89 6,632.30
		A3638564 A	-36-3-8560-4-54520 -	GAS & OIL	183.30 4,496.81
		E	-2615 -	CUSTOMER DEPOSI	7,587.50 BAL .00
		E3577164 E	-35-7-7160-4-54110 -	OFFICE SUPPLIES	1,568.99 1,056.01
		E3577164 E	-35-7-7160-4-54140 -	JANITORIAL SUPP	1,394.91 15,715.78
		E3577164 E	-35-7-7160-4-54201 -	BUSINESS EXPENS	321.64 16,479.44
		E3577164 E	-35-7-7160-4-54510 -	REPAIRS & MAINT	44.99 763.04
		E3577164 E	-35-7-7160-4-54520 -	GAS & OIL	25.54 449.33
		E3577164 E	-35-7-7160-4-54522 -	LICENSE/INSPECT	247.85 1,135.15
		E3577164 E	-35-7-7160-4-54610 -	REPAIRS & MAINT	611.00 8,772.60
		E3577164 E	-35-7-7160-4-54720 -	SERVICE CONTRAC	275.82 12,399.50
		E3577164 E	-35-7-7160-4-54792 -	MISCELLANEOUS	35.30 1,007.67
		E3577184 E	-35-7-7182-4-54760 -	LEGAL	750.00 54,958.00
		F3638312 F	-36-3-8310-2-52200 -	OFFICE EQUIPMEN	200.00 2,300.00
		F3638332 F	-36-3-8330-2-52300 -	MISCELLANEOUS E	1,265.00 34,945.00
		F3638334 F	-36-3-8330-4-54141 -	CHEMICALS	10,507.25 39,981.75
		F3638334 F	-36-3-8330-4-54180 -	OTHER SUPPLIES	1,403.88 3,466.26
		F3638334 F	-36-3-8330-4-54330 -	REPAIRS & MAINT	565.00 41,565.26
		F3638334 F	-36-3-8330-4-54510 -	REPAIRS & MAINT	6.59 1,178.68
		F3638334 F	-36-3-8330-4-54520 -	GAS & OIL	160.46 983.12
		F3638334 F	-36-3-8330-4-54610 -	REPAIRS & MAINT	576.36 2,207.51
		F3638334 F	-36-3-8330-4-54708 -	LAB TESTING	773.00 1.96
		F3638344 F	-36-3-8340-4-54510 -	REPAIRS & MAINT	400.39 3,551.50
		F3638344 F	-36-3-8340-4-54520 -	GAS & OIL	154.99 7,102.01
		F3638352 F	-36-3-8341-2-52400 -	VEHICLES	8,783.00 7.00
		F3638354 F	-36-3-8341-4-54180 -	OTHER SUPPLIES	172.54 27,511.66
		F3638354 F	-36-3-8341-4-54510 -	REPAIRS & MAINT	200.00 13,981.88
		F3638354 F	-36-3-8341-4-54520 -	GAS & OIL	301.17 17,790.49
		G3638112 G	-36-3-8110-2-52400 -	VEHICLES	8,783.00 7.00
		G3638114 G	-36-3-8110-4-54160 -	UNIFORMS	345.98 60.57
		G3638114 G	-36-3-8110-4-54180 -	OTHER SUPPLIES	1,094.00 11,062.67
		G3638124 G	-36-3-8120-4-54180 -	OTHER SUPPLIES	55.10 3,832.48
		G3638124 G	-36-3-8120-4-54330 -	REPAIRS & MAINT	184.03 721.96
		G3638124 G	-36-3-8120-4-54331 -	REPAIRS & MAINT	1,065.00 20,457.30
		G3638124 G	-36-3-8120-4-54510 -	REPAIRS & MAINT	104.59 11,006.16
		G3638124 G	-36-3-8120-4-54520 -	GAS & OIL	369.17 4,713.38
		H3031492 H	-30-3-1490-2-52000 -1141	CAPITAL PROJECT	272,519.16 237,816.69
		H3031652 H	-30-3-1623-2-52000 -1233	WELDING PAIN BO	5,462.92 5,957.47
		H3146952 H	-31-4-6950-2-52000 -1256	CAPITAL PROJECT	9,150.00 .00
		H3517142 H	-35-1-7140-2-52000 -1200	GEYSER ROAD TRA	1,015,301.76 52,160.64
		H3517142 H	-35-1-7140-2-52000 -1251	CAPITAL PROJECT	210.00 109,864.00

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
H3517142	H	-35-1-7140-2-52000 -1252	CAPITAL PROJECT	24,216.35	3,279,771.19
H3537112	H	-35-3-7110-2-52000 -1165	CAPITAL PROJECT	100,495.75	134,400.48
H3638332	H	-36-3-8330-2-52000 -1167	CAPITAL PROJECT	1,545.62	968,157.48
H3638332	H	-36-3-8330-2-52000 -1259	CAPITAL PROJECT	72,965.81	.00
H3638742	H	-36-3-8745-2-52000 -1254	CAPITAL PROJECT	32,770.35	2,953,640.00
V3719714	V	-37-1-9710-4-54720 -	SERVICE CONTRAC	20,790.00	.00
Y3618684	Y	-36-1-8686-4-54110 -473	OFFICE SUPPLIES	17.76	-100.70
REPORT TOTALS				1,804,493.13	

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2020 7 18	API A3143124-54180	07/07/2020 W	20JUL1	002439		178625	OTHER SUPPLIES 712642		107.52	
API A3143124-54180	07/07/2020 W	20JUL1	005045			178557	OTHER SUPPLIES 5/31/2020		175.00	
API A3143124-54510	07/07/2020 W	20JUL1	002785			178558	REPAIRS & MAINTENANCE VEHICLE S8575		540.00	
API A3638194-54510	07/07/2020 W	20JUL1	002785			178559	REPAIRS & MAINTENANCE VEHICLE S1100		200.00	
API A3638564-54510	07/07/2020 W	20JUL1	002785			178559	REPAIRS & MAINTENANCE VEHICLE S1100		200.00	
API F3638354-54510	07/07/2020 W	20JUL1	002785			178559	REPAIRS & MAINTENANCE VEHICLE S1100		200.00	
API A3335014-54510	07/07/2020 W	20JUL1	002785			178560	REPAIRS & MAINTENANCE VEHICLE S1100		241.78	
API A3638564-54510	07/07/2020 W	20JUL1	002785			178560	REPAIRS & MAINTENANCE VEHICLE S1100		120.89	
API G3638124-54510	07/07/2020 W	20JUL1	002785			178560	REPAIRS & MAINTENANCE VEHICLE S1100		30.00	
API A3143022-52230	07/07/2020 W	20JUL1	007276			178561	HARDWARE 5/28/2020		671.00	
API A3051414-54573	07/07/2020 W	20JUL1	000070			178562	RISK-SAFETY PROGRAMMING 6/18/2020		85.00	
API A3143314-54390	07/07/2020 W	20JUL1	005400			178563	MAINTENANCE SUPPLIES 2581569		34.19	
API E3577164-54201	07/07/2020 W	20JUL1	008593			178564	BUSINESS EXPENSE/SALES 11879757		85.00	
API A3638184-54380	07/07/2020 W	20JUL1	000798	200409		178565	STATION BAGS 200409		3,330.00	
POL A3638184-54380	07/07/2020 LIQ/INV		000798	200409		178565	STATION BAGS 200409	4 2020		3,330.00
API A3335014-54180	07/07/2020 W	20JUL1	000031			178566	OTHER SUPPLIES 271		173.11	
API A3031634-54610	07/07/2020 W	20JUL1	000031			178567	VC REPAIRS & MAINTENANCE BUILD 271		49.98	
API A3031654-54210	07/07/2020 W	20JUL1	000031			178567	GARAGE SUPPLIES 271		21.58	
API A3031654-54210	07/07/2020 W	20JUL1	000031			178567	GARAGE SUPPLIES 271		23.38	
API A3031654-54210	07/07/2020 W	20JUL1	000031			178567	GARAGE SUPPLIES 271		35.94	
API A3335184-54750	07/07/2020 W	20JUL1	000031			178567	STREET LIGHTING 271		9.00	
API F3638354-54180	07/07/2020 W	20JUL1	000031			178567	OTHER SUPPLIES 271		98.98	
API A3031634-54610	07/07/2020 W	20JUL1	002048			178569	VC REPAIRS & MAINTENANCE BUILD 271		859.00	
API G3638124-54330							REPAIRS & MAINTENANCE EQUIPMEN		184.03	

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		07/07/2020 W	20JUL1	007550		178570	A272JK82AK683L			
API	G3638124-54180						OTHER SUPPLIES		55.10	
		07/07/2020 W	20JUL1	007550		178570	A272JK82AK683L			
API	A3031494-54110						OFFICE SUPPLIES		69.65	
		07/07/2020 W	20JUL1	007550		178570	A272JK82AK683L			
API	A3537112-52300						MISCELLANEOUS EQUIPMENT		549.00	
		07/07/2020 W	20JUL1	007550		178570	A272JK82AK683L			
API	A3335654-54180						OTHER SUPPLIES	Y	43.00	
		07/07/2020 W	20JUL1	007550		178570	A272JK82AK683L			
API	F3638334-54141						CHEMICALS		4,620.00	
		07/07/2020 W	20JUL1	007575	200005	178571	CIT00048			
POL	F3638334-54141						CHEMICALS			4,620.00
		07/07/2020 LIQ/INV		007575	200005	178571	CIT00048	4 2020		
API	F3638334-54330						REPAIRS & MAINTENANCE EQUIPMEN		565.00	
		07/07/2020 W	20JUL1	004647		178572	I20-108-01			
API	F3638332-52300						MISCELLANEOUS EQUIPMENT		1,265.00	
		07/07/2020 W	20JUL1	004647		178572	I20-108-01			
API	A3143124-54970						K-9 CARE		518.49	
		07/07/2020 W	20JUL1	000093		178573	3550			
API	A3143124-54160						UNIFORMS		426.88	
		07/07/2020 W	20JUL1	007654		178574	CLOTHING REIMB			
API	A3143414-54150						EMS SUPPLIES		413.87	
		07/07/2020 W	20JUL1	004542	200396	178575	205698			
POL	A3143414-54150						EMS SUPPLIES	4 2020		413.87
		07/07/2020 LIQ/INV		004542	200396	178575	205698			
API	A3143414-54150						EMS SUPPLIES		1,011.36	
		07/07/2020 W	20JUL1	004542	200396	178576	205698			
POL	A3143414-54150						EMS SUPPLIES	4 2020		1,011.36
		07/07/2020 LIQ/INV		004542	200396	178576	205698			
API	A063-42411						RENTAL CASINO CITY HALL DRINK		500.00	
		07/07/2020 W	20JUL1	008585		178577	CASINO REIMB			
API	A3143122-52206						WEAPONS		22.89	
		07/07/2020 W	20JUL1	005578	200432	178578	01600689			
POL	A3143122-52206						WEAPONS	4 2020		22.89
		07/07/2020 LIQ/INV		005578	200432	178578	01600689			
API	A063-42411						RENTAL CASINO CITY HALL DRINK		500.00	
		07/07/2020 W	20JUL1	008586		178579	CASINO REIMB			
API	A3537114-54180						OTHER SUPPLIES		47.78	
		07/07/2020 W	20JUL1	000139		178580	3691			
API	A3021694-54330						REPAIRS & MAINTENANCE EQUIPMEN		293.50	
		07/07/2020 W	20JUL1	005555		178581	102241			
API	E3577164-54720						SERVICE CONTRACTS - PROF SERV		60.22	
		07/07/2020 W	20JUL1	000417	200242	178582	28-25070 4			
POL	E3577164-54720						SERVICE CONTRACTS - PROF SERV	4 2020		60.22
		07/07/2020 LIQ/INV		000417	200242	178582	28-25070 4			
API	H3031492-52000-1141						CAPITAL PROJECT OUTLAY		77.64	
		07/07/2020 W	20JUL1	002948		178583	6731216			
API	A3021692-52230						HARDWARE		345.65	
		07/07/2020 W	20JUL1	002948		178584	6731216			

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API	A3021692-52230	07/07/2020 W	20JUL1	002948		178585	HARDWARE 6731216		364.83	
API	A3031492-52200	07/07/2020 W	20JUL1	002948		178586	OFFICE EQUIPMENT 6731216		705.08	
API	A3031492-52200	07/07/2020 W	20JUL1	002948		178586	OFFICE EQUIPMENT 6731216	Y	620.00	
API	A3031494-54110	07/07/2020 W	20JUL1	002948		178586	OFFICE SUPPLIES 6731216		75.30	
API	A3031494-54110	07/07/2020 W	20JUL1	002948		178586	OFFICE SUPPLIES 6731216		40.40	
API	A3021314-54110	07/07/2020 W	20JUL1	005853		178587	SARAFINANC OTHER SUPPLIES		50.00	
API	A3143124-54180	07/07/2020 W	20JUL1	005853		178588	SARAPOLICE GENERAL ADVERTISING		50.00	
API	A3051414-54490	07/07/2020 W	20JUL1	005853		178589	SARATOGARE OFFICE SUPPLIES		150.00	
API	A3143124-54110	07/07/2020 W	20JUL1	005853		178589	SARATOGARE OTHER SUPPLIES		100.00	
API	A3031624-54180	07/07/2020 W	20JUL1	005853		178589	SARATOGARE MISCELLANEOUS		28.00	
API	E3577164-54792	07/07/2020 W	20JUL1	003203		178590	776672317818429 REPAIRS & MAINTENANCE VEHICLE		1,429.00	
API	A3335014-54510	07/07/2020 W	20JUL1	008104		178591	23531 SERVICE CONTRACTS - PROF SERV		727.24	
API	A3143414-54720	07/07/2020 W	20JUL1	008114		178592	121676 MEALS PRISONERS		105.12	
API	A3143124-54850	07/07/2020 W	20JUL1	002196		178593	SSPD HORSE CARE		435.00	
API	A3143124-54979	07/07/2020 W	20JUL1	004902		178594	SSPD SERVICE CONTRACTS - PROF SERV		1,794.00	
API	A3051354-54720	07/07/2020 W	20JUL1	004899	190001	178595	72780 SERVICE CONTRACTS - PROF SERV	4		1,794.00
POL	A3051354-54720	07/07/2020 LIQ/INV		004899	190001	178595	72780	2019		
API	E-2615	07/07/2020 W	20JUL1	008590		178596	CUSTOMER DEPOSITS CITY CENTER REFUND		5,437.50	
API	A3143124-54160	07/07/2020 W	20JUL1	006556		178597	UNIFORMS CLOTHING REIMB		32.13	
API	F3638334-54180	07/07/2020 W	20JUL1	003084		178598	OTHER SUPPLIES 57289		142.85	
API	A3143124-54160	07/07/2020 W	20JUL1	000198	200411	178599	UNIFORMS 1001581618		233.50	
POL	A3143124-54160	07/07/2020 LIQ/INV		000198	200411	178599	UNIFORMS 1001581618	4 2020		233.50
API	A3143124-54160	07/07/2020 W	20JUL1	000198	200412	178600	UNIFORMS 1001581618		2,189.20	
POL	A3143124-54160	07/07/2020 LIQ/INV		000198	200412	178600	UNIFORMS 1001581618	4 2020		2,189.20
API	A3051414-54490						GENERAL ADVERTISING		58.57	

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		07/07/2020	W 20JUL1	000376		178601	90122			
API	A3051354-54721						SERVIEC CONTRACTS APPRAISAL		15,000.00	
		07/07/2020	W 20JUL1	005577	190970	178602	CSSS0200			
POL	A3051354-54721						SERVIEC CONTRACTS APPRAISAL	4		15,000.00
		07/07/2020	LIQ/INV	005577	190970	178602	CSSS0200	2019		
API	A3051414-54490						GENERAL ADVERTISING		40.89	
		07/07/2020	W 20JUL1	000376		178603	90122			
API	A3051414-54490						GENERAL ADVERTISING		80.67	
		07/07/2020	W 20JUL1	000376		178604	2410517			
API	A3031444-54520						GAS & OIL		79.58	
		07/07/2020	W 20JUL1	006207		178605	2489244			
API	A3113624-54520						GAS & OIL		17.76	
		07/07/2020	W 20JUL1	006207		178605	2489244			
API	A3143124-54520						GAS & OIL		552.62	
		07/07/2020	W 20JUL1	006207		178605	2489244			
API	A3143414-54520						GAS & OIL		538.27	
		07/07/2020	W 20JUL1	006207		178605	2489244			
API	A3335014-54520						GAS & OIL		409.64	
		07/07/2020	W 20JUL1	006207		178605	2489244			
API	A3335124-54520						GAS & OIL		351.10	
		07/07/2020	W 20JUL1	006207		178605	2489244			
API	A3567144-54520-3000						GAS & OIL		238.95	
		07/07/2020	W 20JUL1	006207		178605	2489244			
API	A3638194-54520						GAS & OIL		53.97	
		07/07/2020	W 20JUL1	006207		178605	2489244			
API	E3577164-54520						GAS & OIL		25.54	
		07/07/2020	W 20JUL1	006207		178605	2489244			
API	F3638334-54520						GAS & OIL		160.46	
		07/07/2020	W 20JUL1	006207		178605	2489244			
API	F3638344-54520						GAS & OIL		154.99	
		07/07/2020	W 20JUL1	006207		178605	2489244			
API	F3638354-54520						GAS & OIL		92.42	
		07/07/2020	W 20JUL1	006207		178605	2489244			
API	G3638124-54520						GAS & OIL		224.24	
		07/07/2020	W 20JUL1	006207		178605	2489244			
API	A3143124-54520						GAS & OIL		4,066.24	
		07/07/2020	W 20JUL1	006207		178606	2489244			
API	A3143314-54390						MAINTENANCE SUPPLIES		121.07	
		07/07/2020	W 20JUL1	000189		178607	845177179			
API	A3143414-54510						REPAIRS & MAINTENANCE VEHICLE		134.46	
		07/07/2020	W 20JUL1	000189		178608	849444310			
API	A3143412-52601						FIRE EQUIPMENT		189.54	
		07/07/2020	W 20JUL1	000189		178609	849444310			
API	A3143124-54180						OTHER SUPPLIES		560.00	
		07/07/2020	W 20JUL1	000189		178610	845177179			
API	A3051414-54440						BOOKS PUBLICATIONS & SUBSCRITI		4,280.00	
		07/07/2020	W 20JUL1	008096		178611	6/18/2020			
API	H3517142-52000-1252						CAPITAL PROJECT OUTLAY		9,360.38	
		07/07/2020	W 20JUL1	006210	171866	178612	1760.86			

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POL	H3517142-52000-1252						CAPITAL PROJECT OUTLAY	4		9,360.38
	07/07/2020 LIQ/INV			006210	171866	178612	1760.86	2017		
API	H3517142-52000-1200						GEYSER ROAD TRAIL		14,462.06	
	07/07/2020 W 20JUL1			006210	171583	178613	ALB-2016150.00			
POL	H3517142-52000-1200						GEYSER ROAD TRAIL	4		14,462.06
	07/07/2020 LIQ/INV			006210	171583	178613	ALB-2016150.00	2017		
API	H3517142-52000-1252						CAPITAL PROJECT OUTLAY		14,855.97	
	07/07/2020 W 20JUL1			006210	171866	178614	1760.86			
POL	H3517142-52000-1252						CAPITAL PROJECT OUTLAY	4		14,855.97
	07/07/2020 LIQ/INV			006210	171866	178614	1760.86	2017		
API	H3517142-52000-1200						GEYSER ROAD TRAIL		27,401.36	
	07/07/2020 W 20JUL1			006210	171583	178615	ALB-2016150.00			
POL	H3517142-52000-1200						GEYSER ROAD TRAIL	4		27,401.36
	07/07/2020 LIQ/INV			006210	171583	178615	ALB-2016150.00	2017		
API	H3517142-52000-1200						GEYSER ROAD TRAIL		45,081.21	
	07/07/2020 W 20JUL1			006210	171583	178616	ALB-2016150.00			
POL	H3517142-52000-1200						GEYSER ROAD TRAIL	4		45,081.21
	07/07/2020 LIQ/INV			006210	171583	178616	ALB-2016150.00	2017		
API	H3517142-52000-1200						GEYSER ROAD TRAIL		55,720.73	
	07/07/2020 W 20JUL1			006210	171583	178617	ALB-2016150.00			
POL	H3517142-52000-1200						GEYSER ROAD TRAIL	4		55,720.73
	07/07/2020 LIQ/INV			006210	171583	178617	ALB-2016150.00	2017		
API	A3143124-54160						UNIFORMS		59.95	
	07/07/2020 W 20JUL1			006390		178618	CLOTHING REIMB			
API	A3143414-54150						EMS SUPPLIES		26.00	
	07/07/2020 W 20JUL1			006100	200394	178619	2534048			
POL	A3143414-54150						EMS SUPPLIES	4		26.00
	07/07/2020 LIQ/INV			006100	200394	178619	2534048	2020		
API	A3143414-54150						EMS SUPPLIES		103.57	
	07/07/2020 W 20JUL1			006100	200394	178620	2534048			
POL	A3143414-54150						EMS SUPPLIES	4		103.57
	07/07/2020 LIQ/INV			006100	200394	178620	2534048	2020		
API	A3031624-54180						OTHER SUPPLIES		523.81	
	07/07/2020 W 20JUL1			000211		178621	7694			
API	A3335014-54180						OTHER SUPPLIES		49.94	
	07/07/2020 W 20JUL1			002439		178622	6035322504016258			
API	A3143312-52802						TOOLS & EQUIPMENT		69.42	
	07/07/2020 W 20JUL1			002439		178623	886609			
API	A3143314-54390						MAINTENANCE SUPPLIES		54.51	
	07/07/2020 W 20JUL1			002439		178623	886609			
API	A3143124-54140						JANITORIAL SUPPLIES		39.42	
	07/07/2020 W 20JUL1			002439		178624	712642			
API	A3143124-54140						JANITORIAL SUPPLIES		123.11	
	07/07/2020 W 20JUL1			002439		178626	712642			
API	A3143414-54200						HOUSE SUPPLIES		436.68	
	07/07/2020 W 20JUL1			002439		178627	879234			
API	H3031492-52000-1141						CAPITAL PROJECT OUTLAY		674.25	
	07/07/2020 W 20JUL1			007082	190882	178628	5/31/2020			
POL	H3031492-52000-1141						CAPITAL PROJECT OUTLAY	4		674.25

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		07/07/2020	LIQ/INV	007082	190882	178628	5/31/2020	2019		
API	A3143414-54150						EMS SUPPLIES		125.00	
		07/07/2020	W 20JUL1	001257		178629	5/27/2020			
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		77.78	
		07/07/2020	W 20JUL1	005966		178630	SARAT001			
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		105.68	
		07/07/2020	W 20JUL1	005966		178630	SARAT001			
API	A3335014-54180						OTHER SUPPLIES		45.68	
		07/07/2020	W 20JUL1	005966		178630	SARAT001			
API	F3638334-54180						OTHER SUPPLIES		1,024.91	
		07/07/2020	W 20JUL1	005276		178631	6/19/2020			
API	A3143124-54160						UNIFORMS		47.99	
		07/07/2020	W 20JUL1	006230		178632	CLOTHING REIMB			
API	A3335134-54530						EQUIPMENT & VEHICLE RENTAL		10,514.00	
		07/07/2020	W 20JUL1	004802	200443	178633	RENTAL			
POL	A3335134-54530						EQUIPMENT & VEHICLE RENTAL	4		10,514.00
		07/07/2020	LIQ/INV	004802	200443	178633	RENTAL	2020		
API	H3517142-52000-1251						CAPITAL PROJECT OUTLAY		210.00	
		07/07/2020	W 20JUL1	000898	190768	178634	2018098.01			
POL	H3517142-52000-1251						CAPITAL PROJECT OUTLAY	4		210.00
		07/07/2020	LIQ/INV	000898	190768	178634	2018098.01	2019		
API	A3143122-52620						POLICE EQUIPMENT		39,488.47	
		07/07/2020	W 20JUL1	007024	200405	178635	34850			
POL	A3143122-52620						POLICE EQUIPMENT	4		39,512.20
		07/07/2020	LIQ/INV	007024	200405	178635	34850	2020		
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		264.26	
		07/07/2020	W 20JUL1	008168		178636	5841800			
API	A3143124-54510						REPAIRS & MAINTENANCE VEHICLE		592.84	
		07/07/2020	W 20JUL1	008168		178637	5841800			
API	A3143014-54110						OFFICE SUPPLIES		10.50	
		07/07/2020	W 20JUL1	000290		178638	2-140769			
API	A3335014-54180						OTHER SUPPLIES		120.00	
		07/07/2020	W 20JUL1	003272		178639	96797			
API	A3143414-54150						EMS SUPPLIES		76.03	
		07/07/2020	W 20JUL1	008208	200393	178640	58777143			
POL	A3143414-54150						EMS SUPPLIES	4		76.03
		07/07/2020	LIQ/INV	008208	200393	178640	58777143	2020		
API	A3143414-54150						EMS SUPPLIES		1,495.57	
		07/07/2020	W 20JUL1	008208	200393	178641	58798957			
POL	A3143414-54150						EMS SUPPLIES	4		1,495.57
		07/07/2020	LIQ/INV	008208	200393	178641	58798957	2020		
API	A3618684-54720-8020						SERVICE CONTRACTS - PROF SERV		1,760.00	
		07/07/2020	W 20JUL1	004204	190009	178642	11004-012			
POL	A3618684-54720-8020						SERVICE CONTRACTS - PROF SERV	4		1,760.00
		07/07/2020	LIQ/INV	004204	190009	178642	11004-012	2019		
API	G3638114-54160						UNIFORMS		165.99	
		07/07/2020	W 20JUL1	004678	200199	178643	BOOTS/GREEN			
POL	G3638114-54160						UNIFORMS	4		200.00
		07/07/2020	LIQ/INV	004678	200199	178643	BOOTS/GREEN	2020		

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YEAR PER JNL	SRC ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE							LINE DESC			
API G3638114-54160							UNIFORMS		179.99	
07/07/2020 W	20JUL1			004678	200201	178644	BOOTS/RHODES			
POL G3638114-54160							UNIFORMS	4		200.00
07/07/2020 LIQ/INV				004678	200201	178644	BOOTS/RHODES	2020		
API A3143634-54747							AMBULANCE BILLING CONTRACTED S		4,696.05	
07/07/2020 W	20JUL1			006306		178645	SSPD			
API E3577164-54720							SERVICE CONTRACTS - PROF SERV		125.00	
07/07/2020 W	20JUL1			007582		178646	25837332			
API E3577164-54720							SERVICE CONTRACTS - PROF SERV		90.60	
07/07/2020 W	20JUL1			006512		178647	SS14			
API E3577164-54522							LICENSE/INSPECTION/REGISTRATIO		247.85	
07/07/2020 W	20JUL1			000296		178648	6/12/2020			
API H3031492-52000-1141							CAPITAL PROJECT OUTLAY		2,452.72	
07/07/2020 W	20JUL1			006189	200346	178649	OFS111I1335016			
POL H3031492-52000-1141							CAPITAL PROJECT OUTLAY	4		3,051.71
07/07/2020 LIQ/INV				006189	200346	178649	OFS111I1335016	2020		
API F3638334-54180							OTHER SUPPLIES		236.12	
07/07/2020 W	20JUL1			008076		178650	5812WTP			
API A3335014-54100							RUBBLE BLACKTOP STONE OIL		798.41	
07/07/2020 W	20JUL1			000327	200321	178651	207643			
POL A3335014-54100							RUBBLE BLACKTOP STONE OIL	4		798.41
07/07/2020 LIQ/INV				000327	200321	178651	207643	2020		
API A3335014-54100							RUBBLE BLACKTOP STONE OIL		800.25	
07/07/2020 W	20JUL1			000327	200321	178652	207897			
POL A3335014-54100							RUBBLE BLACKTOP STONE OIL	4		800.25
07/07/2020 LIQ/INV				000327	200321	178652	207897	2020		
API G3638114-54180							OTHER SUPPLIES		1,094.00	
07/07/2020 W	20JUL1			000327	200252	178654	19018			
POL G3638114-54180							OTHER SUPPLIES	4		1,094.00
07/07/2020 LIQ/INV				000327	200252	178654	19018	2020		
API A3335014-54100							RUBBLE BLACKTOP STONE OIL		1,866.97	
07/07/2020 W	20JUL1			000327	200321	178655	208134			
POL A3335014-54100							RUBBLE BLACKTOP STONE OIL	4		1,866.97
07/07/2020 LIQ/INV				000327	200321	178655	208134	2020		
API A3143014-54802							COMPLUS PARK TICKET COLL FEE		1,484.46	
07/07/2020 W	20JUL1			008413	200300	178656	5/31/2020			
POL A3143014-54802							COMPLUS PARK TICKET COLL FEE	4		1,484.46
07/07/2020 LIQ/INV				008413	200300	178656	5/31/2020	2020		
API A3041934-54775							SELF INSURANCE		1,404.38	
07/07/2020 W	20JUL1			008595		178657	02012020			
API A3021694-54730							SERVICE CONTRACTS MAINTENANCE		386.10	
07/07/2020 W	20JUL1			000328		178658	0040075372			
API A3143124-54740							SERVICE CONTRACTS - EQUIPMENT		665.00	
07/07/2020 W	20JUL1			006294		178659	(MA)SARAT,SP			
API V3719714-54720							SERVICE CONTRACTS - PROF SERV		5,090.00	
07/07/2020 W	20JUL1			001891	200027	178661	CD			
POL V3719714-54720							SERVICE CONTRACTS - PROF SERV	4		5,090.00
07/07/2020 LIQ/INV				001891	200027	178661	CD	2020		
API V3719714-54720							SERVICE CONTRACTS - PROF SERV		15,700.00	

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		07/07/2020	W 20JUL1	001889	200028	178662	31956			
POL	V3719714-54720						SERVICE CONTRACTS - PROF SERV	4		15,700.00
		07/07/2020	LIQ/INV	001889	200028	178662	31956	2020		
API	A3638194-54520						GAS & OIL		312.60	
		07/07/2020	W 20JUL1	000125		178663	073055			
API	A3638194-54530						EQUIPMENT & VEHICLE RENTAL	Y	260.08	
		07/07/2020	W 20JUL1	000125		178663	073055			
API	A3567144-54740						SERVICE CONTRACTS - EQUIPMENT		6.98	
		07/07/2020	W 20JUL1	000223		178665	4661335			
API	A3051414-54740						SERVICE CONTRACTS - EQUIPMENT		150.02	
		07/07/2020	W 20JUL1	000223	200385	178667	323252-1023244A5			
POL	A3051414-54740						SERVICE CONTRACTS - EQUIPMENT	4		150.02
		07/07/2020	LIQ/INV	000223	200385	178667	323252-1023244A5	2020		
API	A3011422-52200						OFFICE EQUIPMENT		169.43	
		07/07/2020	W 20JUL1	000223		178668	4659909			
API	E3577164-54110						OFFICE SUPPLIES		1,529.00	
		07/07/2020	W 20JUL1	008599		178669	WOOD PENS			
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		717.60	
		07/07/2020	W 20JUL1	006851		178670	4305			
API	A3031444-54510						REPAIRS & MAINTENANCE VEHICLE		176.51	
		07/07/2020	W 20JUL1	006851		178671	4305			
API	A3567144-54510-3000						REPAIRS & MAINTENANCE VEHICLE		34.33	
		07/07/2020	W 20JUL1	006851		178671	4305			
API	F3638344-54510						REPAIRS & MAINTENANCE VEHICLE		400.39	
		07/07/2020	W 20JUL1	006851		178671	4305			
API	G3638124-54510						REPAIRS & MAINTENANCE VEHICLE		74.59	
		07/07/2020	W 20JUL1	006851		178671	4305			
API	A3031654-54210						GARAGE SUPPLIES	Y	1,134.58	
		07/07/2020	W 20JUL1	006851		178672	4305			
API	A3143124-54180						OTHER SUPPLIES		153.52	
		07/07/2020	W 20JUL1	006943		178673	VN1969			
API	A3416784-54720						SERVICE CONTRACTS - PROF SERV		1,502.00	
		07/07/2020	W 20JUL1	000365		178674	NUTRITION			
API	A3416784-54720						SERVICE CONTRACTS - PROF SERV		1,502.00	
		07/07/2020	W 20JUL1	000365		178675	NUTRITION			
API	A3335014-54180						OTHER SUPPLIES		435.00	
		07/07/2020	W 20JUL1	006286		178676	L0623-6			
API	A3031624-54180						OTHER SUPPLIES		529.00	
		07/07/2020	W 20JUL1	006286		178676	L0623-6			
API	A3143414-54150						EMS SUPPLIES		4.24	
		07/07/2020	W 20JUL1	000368		178677	SSPD			
API	A3143014-54291						DRUG TESTING		78.00	
		07/07/2020	W 20JUL1	000368		178678	PM SARSPFIRE			
API	A3335014-54100						RUBBLE BLACKTOP STONE OIL		39.80	
		07/07/2020	W 20JUL1	000369		178679	234468			
API	A3335014-54530						EQUIPMENT & VEHICLE RENTAL	Y	59.70	
		07/07/2020	W 20JUL1	000369		178679	234468			
API	F3638334-54510						REPAIRS & MAINTENANCE VEHICLE		6.59	
		07/07/2020	W 20JUL1	000371		178680	4345			

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API	A3567154-54600	07/07/2020 W	20JUL1	004701		178681	ADVERTISING 2529	Y	320.00	
API	A3143124-54970	07/07/2020 W	20JUL1	000399		178682	K-9 CARE 239892,236661		362.89	
API	A3143124-54970	07/07/2020 W	20JUL1	000399		178682	K-9 CARE 239892,236661		34.00	
API	A3143124-54970	07/07/2020 W	20JUL1	000399		178682	K-9 CARE 239892,236661		21.89	
API	A3143124-54970	07/07/2020 W	20JUL1	000399		178682	K-9 CARE 239892,236661		269.57	
API	A3051414-54490	07/07/2020 W	20JUL1	000374		178683	GENERAL ADVERTISING 19397		27.41	
API	A3051414-54490	07/07/2020 W	20JUL1	000374		178684	GENERAL ADVERTISING 19397		34.70	
API	A3051414-54490	07/07/2020 W	20JUL1	000374		178685	GENERAL ADVERTISING 19397		55.32	
API	A3021364-54420	07/07/2020 W	20JUL1	000374		178686	ADVERTISING 19268		190.40	
API	A3021314-54720	07/07/2020 W	20JUL1	007529	200030	178687	SERVICE CONTRACTS - PROF SERV 773510.0		2,700.00	
POL	A3021314-54720	07/07/2020 LIQ/INV		007529	200030	178687	SERVICE CONTRACTS - PROF SERV 4 773510.0 2020			2,700.00
API	A3335014-54510	07/07/2020 W	20JUL1	004291		178688	REPAIRS & MAINTENANCE VEHICLE 6/8/2020		112.36	
API	E-2615	07/07/2020 W	20JUL1	008591		178689	CUSTOMER DEPOSITS CITY CENTER REFUND		1,650.00	
API	A3143314-54390	07/07/2020 W	20JUL1	000378		178690	MAINTENANCE SUPPLIES 2400-6048-3		8.82	
API	A3143314-54713	07/07/2020 W	20JUL1	000378		178691	PAVEMENT MARKING MATERIALS DPS		64.54	
API	A3618684-54110	07/07/2020 W	20JUL1	007453		178692	OFFICE SUPPLIES REIMB		1,316.00	
API	A3567144-54680-3000	07/07/2020 W	20JUL1	007309		178693	LANDSCAPING 330254		160.89	
API	A3143014-54720	07/07/2020 W	20JUL1	000626		178694	SERVICE CONTRACTS - PROF SERV 06/23/2020		362.00	
API	A3638194-54520	07/07/2020 W	20JUL1	008048		178695	GAS & OIL 27640000		605.06	
API	A3638194-54520	07/07/2020 W	20JUL1	008048		178696	GAS & OIL 27640000		991.35	
API	A3143124-54520	07/07/2020 W	20JUL1	008048		178697	GAS & OIL 27640000		50.15	
API	A3143414-54520	07/07/2020 W	20JUL1	008048		178697	GAS & OIL 27640000		497.07	
API	A3335124-54520	07/07/2020 W	20JUL1	008048		178697	GAS & OIL 27640000		1,683.06	
API	A3567144-54520-3000	07/07/2020 W	20JUL1	008048		178697	GAS & OIL 27640000		129.85	
API	A3638564-54520						GAS & OIL		183.30	

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API	F3638354-54520	07/07/2020 W	20JUL1	008048		178697	27640000 GAS & OIL		208.75	
API	G3638124-54520	07/07/2020 W	20JUL1	008048		178697	27640000 GAS & OIL		144.93	
API	A3335014-54520	07/07/2020 W	20JUL1	008048		178697	27640000 GAS & OIL		4,144.73	
API	A3031624-54140	07/07/2020 W	20JUL1	008048		178698	27640000 JANITORIAL SUPPLIES		776.54	
API	A3143124-54180	07/07/2020 W	20JUL1	000407		178699	6/12/2020 OTHER SUPPLIES		26.30	
API	A3143624-54110	07/07/2020 W	20JUL1	002237		178700	1005296 OFFICE SUPPLIES		26.30	
API	A3143424-54180	07/07/2020 W	20JUL1	002237		178700	1005296 OTHER SUPPLIES		624.09	
API	A3143124-54140	07/07/2020 W	20JUL1	000502		178701	8000761 JANITORIAL SUPPLIES		85.00	
API	A3567244-54720-3000	07/07/2020 W	20JUL1	000806		178702	DPS SERVICE CONTRACTS - PROF SERV		184.00	
POL	A3567244-54720-3000	07/07/2020 LIQ/INV	20JUL1	000806	200041	178703	R214285 SERVICE CONTRACTS - PROF SERV	4		184.00
API	F3638334-54141	07/07/2020 W	20JUL1	000393	200022	178704	R214285 CHEMICALS	2020	5,887.25	
POL	F3638334-54141	07/07/2020 LIQ/INV	20JUL1	000393	200022	178704	18542 CHEMICALS	4		5,887.25
API	A3021694-54330	07/07/2020 W	20JUL1	005560		178705	18542 REPAIRS & MAINTENANCE EQUIPMEN	2020	48.00	
API	A3335124-54510	07/07/2020 W	20JUL1	000420		178706	COS003 REPAIRS & MAINTENANCE VEHICLE		89.45	
API	A3031654-54180	07/07/2020 W	20JUL1	000424		178707	4/28/2020 OTHER SUPPLIES		225.00	
API	E3577184-54760	07/07/2020 W	20JUL1	006594	200268	178708	02631 LEGAL		750.00	
POL	E3577184-54760	07/07/2020 LIQ/INV	20JUL1	006594	200268	178708	4/30/2020 LEGAL	4		750.00
API	A3143414-54330	07/07/2020 W	20JUL1	004157		178709	4/30/2020 REPAIRS & MAINTENANCE EQUIPMEN	2020	10.73	
API	A3143314-54713	07/07/2020 W	20JUL1	000269	200433	178710	6/15/2020 PAVEMENT MARKING MATERIALS		10,128.96	
POL	A3143314-54713	07/07/2020 LIQ/INV	20JUL1	000269	200433	178710	16134710 PAVEMENT MARKING MATERIALS	4		10,128.96
API	E-2615	07/07/2020 W	20JUL1	008592		178711	16134710 CUSTOMER DEPOSITS	2020	500.00	
API	F3638354-54180	07/07/2020 W	20JUL1	008136		178712	CITY CENTER REFUND OTHER SUPPLIES		73.56	
API	E3577164-54610	07/07/2020 W	20JUL1	006290	200425	178713	14329 REPAIRS & MAINTENANCE BUILDING		611.00	
POL	E3577164-54610	07/07/2020 LIQ/INV	20JUL1	006290	200425	178713	3696657 REPAIRS & MAINTENANCE BUILDING	4		611.00
							3696657	2020		

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EFF DATE							LINE DESC			
API A3031914-54773							LIABILITY INSURANCE		1,258.00	
07/07/2020 W	20JUL1			003723		178714	5G521961-630			
API A3031934-54775							SELF INSURANCE		25,000.00	
07/07/2020 W	20JUL1			003723		178715	9874G9083			
API A3143124-54180							OTHER SUPPLIES		293.97	
07/07/2020 W	20JUL1			000320		178716	204012			
API A3031654-54160							UNIFORMS		29.52	
07/07/2020 W	20JUL1			003256	200351	178717	1269237			
API A3031654-54610							REPAIRS & MAINTENANCE BUILDING		22.40	
07/07/2020 W	20JUL1			003256	200351	178717	1269237			
API A3567174-54610-3000							REPAIRS & MAINTENANCE BUILDING		21.93	
07/07/2020 W	20JUL1			003256	200351	178717	1269237			
POL A3031654-54160							UNIFORMS	4		29.52
07/07/2020 LIQ/INV				003256	200351	178717	1269237	2020		
POL A3031654-54610							REPAIRS & MAINTENANCE BUILDING	4		22.40
07/07/2020 LIQ/INV				003256	200351	178717	1269237	2020		
POL A3567174-54610-3000							REPAIRS & MAINTENANCE BUILDING	4		21.93
07/07/2020 LIQ/INV				003256	200351	178717	1269237	2020		
API A3143124-54510							REPAIRS & MAINTENANCE VEHICLE		259.16	
07/07/2020 W	20JUL1			006731		178718	2356			
API A3143414-54670							PHONES		28.15	
07/07/2020 W	20JUL1			001927		178719	651750654000142			
API A3143314-54751							UTILITIES TRAFFIC LIGHTS		32.24	
07/07/2020 W	20JUL1			001927		178720	251750662000161			
API A3143124-54670							PHONES		38.02	
07/07/2020 W	20JUL1			001927		178721	651750534000189			
API A3143124-54670							PHONES		38.03	
07/07/2020 W	20JUL1			001927		178722	651750580000117			
API A3143124-54670							PHONES		61.31	
07/07/2020 W	20JUL1			001927		178723	251750498000153			
API A3143414-54670							PHONES		84.45	
07/07/2020 W	20JUL1			001927		178724	251750651000198			
API A3143414-54670							PHONES		91.17	
07/07/2020 W	20JUL1			001927		178725	6517506660000189			
API A3143414-54670							PHONES		97.88	
07/07/2020 W	20JUL1			001927		178726	651747380000123			
API A3143414-54670							PHONES		130.63	
07/07/2020 W	20JUL1			001927		178727	251747381000191			
API A3143414-54670							PHONES		190.74	
07/07/2020 W	20JUL1			001927		178728	251747334000181			
API A3143414-54670							PHONES		207.98	
07/07/2020 W	20JUL1			001927		178729	651750648000166			
API A3143124-54670							PHONES		324.83	
07/07/2020 W	20JUL1			001927		178730	651750563000175			
API A3638194-54530							EQUIPMENT & VEHICLE RENTAL	Y	516.60	
07/07/2020 W	20JUL1			008333		178731	A03718			
API E3577164-54510							REPAIRS & MAINTENANCE VEHICLE		44.99	
07/07/2020 W	20JUL1			007528		178733	4121265990220290			
API E3577164-54792							MISCELLANEOUS		7.30	

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SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
API E3577164-54110	07/07/2020 W	20JUL1	007528		178733	4121265990220290 OFFICE SUPPLIES		39.99		
API E3577164-54201	07/07/2020 W	20JUL1	007528		178734	4121265990220290 BUSINESS EXPENSE/SALES		136.64		
API E3577164-54201	07/07/2020 W	20JUL1	007528		178734	4121265990220290 BUSINESS EXPENSE/SALES		100.00		
API A3143124-54110	07/07/2020 W	20JUL1	007528		178734	4121265990220290 OFFICE SUPPLIES		8.88		
API A3113624-54110	07/07/2020 W	20JUL1	003346		178735	C1067550 OFFICE SUPPLIES		17.18		
API A3143014-54720	07/07/2020 W	20JUL1	003346		178736	C1067550 SERVICE CONTRACTS - PROF SERV		19.98		
API A3051414-54110	07/07/2020 W	20JUL1	003346		178737	C2650013 OFFICE SUPPLIES		79.92		
API A3143124-54140	07/07/2020 W	20JUL1	003346		178738	C2650013 JANITORIAL SUPPLIES		159.98		
API A3143124-54110	07/07/2020 W	20JUL1	003346		178739	C1067550 OFFICE SUPPLIES		79.92		
API A3143314-54390	07/07/2020 W	20JUL1	003346		178740	C2650013 MAINTENANCE SUPPLIES		19.95		
API A3143414-54200	07/07/2020 W	20JUL1	003346		178740	C2650013 HOUSE SUPPLIES		89.91		
API A3638564-54180	07/07/2020 W	20JUL1	003346		178740	C2650013 OTHER SUPPLIES		49.95		
API A3031654-54110	07/07/2020 W	20JUL1	003346		178741	C2650013 OFFICE SUPPLIES		71.97		
API A3031654-54180	07/07/2020 W	20JUL1	003346		178741	C2650013 OTHER SUPPLIES		19.99		
API A3638184-54180	07/07/2020 W	20JUL1	003346		178741	C2650013 OTHER SUPPLIES	Y	57.96		
API A3143124-54180	07/07/2020 W	20JUL1	003346		178742	C1067550 OTHER SUPPLIES		258.28		
API A3143124-54180	07/07/2020 W	20JUL1	003346		178743	C2650013 HOUSE SUPPLIES		169.83		
API A3143414-54200	07/07/2020 W	20JUL1	003346		178743	C2650013 JANITORIAL SUPPLIES		1,394.91		
API E3577164-54140	07/07/2020 W	20JUL1	003346		178744	C1138768 OFFICE SUPPLIES		17.76		
API A3031444-54110	07/07/2020 W	20JUL1	003346		178745	C2650013 OTHER SUPPLIES		17.76		
API A3031624-54180	07/07/2020 W	20JUL1	003346		178745	C2650013 OFFICE SUPPLIES		17.76		
API A3143014-54110	07/07/2020 W	20JUL1	003346		178745	C2650013 OFFICE SUPPLIES		17.76		
API A3021314-54110	07/07/2020 W	20JUL1	003346		178745	C2650013 OFFICE SUPPLIES		17.76		
API A3113624-54110	07/07/2020 W	20JUL1	003346		178745	C2650013 OFFICE SUPPLIES		17.76		

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API	A3618684-54110-8010	07/07/2020 W 20JUL1		003346		178745	OFFICE SUPPLIES C2650013		17.76	
API	Y3618684-54110-473	07/07/2020 W 20JUL1		003346		178745	OFFICE SUPPLIES C2650013	Y	17.76	
API	A3011214-54110	07/07/2020 W 20JUL1		003346		178745	OFFICE SUPPLIES C2650013	Y	17.76	
API	A3051414-54110	07/07/2020 W 20JUL1		003346		178745	OFFICE SUPPLIES C2650013		17.76	
API	H3146952-52000-1256	07/07/2020 W 20JUL1		008356	190735	178746	CAPITAL PROJECT OUTLAY DOORS		9,150.00	
POL	H3146952-52000-1256	07/07/2020 LIQ/INV		008356	190735	178746	CAPITAL PROJECT OUTLAY DOORS	4 2019		9,150.00
API	H3031652-52000-1233	07/07/2020 W 20JUL1		005776		178747	WELDING PAIN BOOTH GARAGE 13785783		231.28	
API	A3143412-52610	07/07/2020 W 20JUL1		004870		178748	FIREFIGHTERS EQUIPMENT SARSPR		141.80	
API	H3517142-52000-1200	07/07/2020 W 20JUL1		007325	190862	178749	GEYSER ROAD TRAIL GEYSER TRL		208,273.98	
POL	H3517142-52000-1200	07/07/2020 LIQ/INV		007325	190862	178749	GEYSER ROAD TRAIL GEYSER TRL	4 2019		208,273.98
API	H3517142-52000-1200	07/07/2020 W 20JUL1		007325	190862	178750	GEYSER ROAD TRAIL GEYSER TRL		664,362.42	
POL	H3517142-52000-1200	07/07/2020 LIQ/INV		007325	190862	178750	GEYSER ROAD TRAIL GEYSER TRL	4 2019		664,362.42
API	A063-42411	07/07/2020 W 20JUL1		008596		178751	RENTAL CASINO CITY HALL DRINK CASINO REIMB		500.00	
API	A3031654-54610	07/07/2020 W 20JUL1		007969	200006	178753	REPAIRS & MAINTENANCE BUILDING 119331		45.00	
API	A3537114-54720	07/07/2020 W 20JUL1		007969	200006	178753	SERVICE CONTRACTS - PROF SERV 119331		60.00	
API	A3537224-54720	07/07/2020 W 20JUL1		007969	200006	178753	SERVICE CONTRACTS - PROF SERV 119331		40.00	
POL	A3031654-54610	07/07/2020 LIQ/INV		007969	200006	178753	REPAIRS & MAINTENANCE BUILDING 119331	4 2020		45.00
POL	A3537114-54720	07/07/2020 LIQ/INV		007969	200006	178753	SERVICE CONTRACTS - PROF SERV 119331	4 2020		60.00
POL	A3537224-54720	07/07/2020 LIQ/INV		007969	200006	178753	SERVICE CONTRACTS - PROF SERV 119331	4 2020		40.00
API	A3537214-54180	07/07/2020 W 20JUL1		008601		178754	OTHER SUPPLIES 005185873550		185.01	
API	H3638332-52000-1167	07/07/2020 W 20JUL1		007114	190658	178756	CAPITAL PROJECT OUTLAY CHANGE ORDER ONE		1,545.62	
POL	H3638332-52000-1167	07/07/2020 LIQ/INV		007114	190658	178756	CAPITAL PROJECT OUTLAY CHANGE ORDER ONE	4 2019		1,545.62
API	H3638332-52000-1259	07/07/2020 W 20JUL1		007114	190658	178757	CAPITAL PROJECT OUTLAY CHANGE ORDER ONE		29,359.02	
POL	H3638332-52000-1259	07/07/2020 LIQ/INV		007114	190658	178757	CAPITAL PROJECT OUTLAY CHANGE ORDER ONE	4 2019		29,359.02
API	H3638332-52000-1259						CAPITAL PROJECT OUTLAY		43,606.79	

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		07/07/2020	W 20JUL1	007114	190489	178758	RFP 2019-15			
POL	H3638332-52000-1259						CAPITAL PROJECT OUTLAY	4		43,606.79
		07/07/2020	LIQ/INV	007114	190489	178758	RFP 2019-15	2019		
API	A3567194-54610-3000						REPAIRS & MAINTENANCE BUILDING		172.00	
		07/07/2020	W 20JUL1	007426		178759	CITSAR			
API	A3567194-54610-3000						REPAIRS & MAINTENANCE BUILDING		828.00	
		07/07/2020	W 20JUL1	007426		178759	CITSAR			
API	A3638184-54521						TIPPING FEES		315.00	
		07/07/2020	W 20JUL1	000417	200223	178760	28-34321 0			
API	A3638184-54700						TRANSPORTATION		1,519.70	
		07/07/2020	W 20JUL1	000417	200223	178760	28-34321 0			
POL	A3638184-54521						TIPPING FEES	4		315.00
		07/07/2020	LIQ/INV	000417	200223	178760	28-34321 0	2020		
POL	A3638184-54700						TRANSPORTATION	4		1,519.70
		07/07/2020	LIQ/INV	000417	200223	178760	28-34321 0	2020		
API	A3031444-54725						SERVICE CONTRACTS ENGINEERING		156.00	
		07/07/2020	W 20JUL1	000825	200048	178761	32004.02			
POL	A3031444-54725						SERVICE CONTRACTS ENGINEERING	4		156.00
		07/07/2020	LIQ/INV	000825	200048	178761	32004.02	2020		
API	A3031444-54725						SERVICE CONTRACTS ENGINEERING		191.00	
		07/07/2020	W 20JUL1	000825	200340	178762	32004.02			
POL	A3031444-54725						SERVICE CONTRACTS ENGINEERING	4		191.00
		07/07/2020	LIQ/INV	000825	200340	178762	32004.02	2020		
API	H3031492-52000-1141						CAPITAL PROJECT OUTLAY		9,738.08	
		07/07/2020	W 20JUL1	007207	190764	178763	13732.06			
POL	H3031492-52000-1141						CAPITAL PROJECT OUTLAY	4		9,738.08
		07/07/2020	LIQ/INV	007207	190764	178763	13732.06	2019		
API	H3031492-52000-1141						CAPITAL PROJECT OUTLAY		304.42	
		07/07/2020	W 20JUL1	007207	200357	178764	13732.06			
POL	H3031492-52000-1141						CAPITAL PROJECT OUTLAY	4		304.42
		07/07/2020	LIQ/INV	007207	200357	178764	13732.06	2020		
API	F3638334-54708						LAB TESTING		773.00	
		07/07/2020	W 20JUL1	000149	200360	178765	Laboratory Services			
POL	F3638334-54708						LAB TESTING	4		773.00
		07/07/2020	LIQ/INV	000149	200360	178765	Laboratory Services	2020		
API	H3031492-52000-1141						CAPITAL PROJECT OUTLAY		25,345.06	
		07/07/2020	W 20JUL1	005798	200282	178766	19-040			
POL	H3031492-52000-1141						CAPITAL PROJECT OUTLAY	4		25,345.06
		07/07/2020	LIQ/INV	005798	200282	178766	19-040	2020		
API	H3031492-52000-1141						CAPITAL PROJECT OUTLAY		5,006.55	
		07/07/2020	W 20JUL1	005798	190813	178767	19-039			
POL	H3031492-52000-1141						CAPITAL PROJECT OUTLAY	4		5,006.55
		07/07/2020	LIQ/INV	005798	190813	178767	19-039	2019		
API	H3031492-52000-1141						CAPITAL PROJECT OUTLAY		18,317.54	
		07/07/2020	W 20JUL1	005798	200281	178768	CHANGE ORDER 4			
POL	H3031492-52000-1141						CAPITAL PROJECT OUTLAY	4		18,317.54
		07/07/2020	LIQ/INV	005798	200281	178768	CHANGE ORDER 4	2020		
API	H3031492-52000-1141						CAPITAL PROJECT OUTLAY		36,324.50	
		07/07/2020	W 20JUL1	005798	200325	178769	19-039			

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POL	H3031492-52000-1141						CAPITAL PROJECT OUTLAY	4		36,324.50
	07/07/2020 LIQ/INV			005798	200325	178769	19-039	2020		
API	H3031492-52000-1141						CAPITAL PROJECT OUTLAY		76,228.40	
	07/07/2020 W 20JUL1			007961	190873	178770	CHANGE ORDERS 1 & 2			
POL	H3031492-52000-1141						CAPITAL PROJECT OUTLAY	4		76,228.40
	07/07/2020 LIQ/INV			007961	190873	178770	CHANGE ORDERS 1 & 2	2019		
API	H3031492-52000-1141						CAPITAL PROJECT OUTLAY		15,604.00	
	07/07/2020 W 20JUL1			007961	191010	178771	CHANGE ORDER THREE			
POL	H3031492-52000-1141						CAPITAL PROJECT OUTLAY	4		15,604.00
	07/07/2020 LIQ/INV			007961	191010	178771	CHANGE ORDER THREE	2019		
API	H3031492-52000-1141						CAPITAL PROJECT OUTLAY		3,611.00	
	07/07/2020 W 20JUL1			007961	200212	178772	CHANGE ORDER 4			
POL	H3031492-52000-1141						CAPITAL PROJECT OUTLAY	4		3,611.00
	07/07/2020 LIQ/INV			007961	200212	178772	CHANGE ORDER 4	2020		
API	H3031492-52000-1141						CAPITAL PROJECT OUTLAY		39,531.00	
	07/07/2020 W 20JUL1			007961	200247	178773	CHANGE ORDERS 5 & 6			
POL	H3031492-52000-1141						CAPITAL PROJECT OUTLAY	4		39,531.00
	07/07/2020 LIQ/INV			007961	200247	178773	CHANGE ORDERS 5 & 6	2020		
API	H3031492-52000-1141						CAPITAL PROJECT OUTLAY		32,386.00	
	07/07/2020 W 20JUL1			007961	200280	178774	CHANGE ORDER 7			
POL	H3031492-52000-1141						CAPITAL PROJECT OUTLAY	4		32,386.00
	07/07/2020 LIQ/INV			007961	200280	178774	CHANGE ORDER 7	2020		
API	H3031492-52000-1141						CAPITAL PROJECT OUTLAY		6,918.00	
	07/07/2020 W 20JUL1			007961	200377	178775	CHANGE ORDER 8-12			
POL	H3031492-52000-1141						CAPITAL PROJECT OUTLAY	4		6,918.00
	07/07/2020 LIQ/INV			007961	200377	178775	CHANGE ORDER 8-12	2020		
API	F3638312-52200						OFFICE EQUIPMENT		200.00	
	07/07/2020 W 20JUL1			007210		178776	C013			
API	H3031652-52000-1233						WELDING PAIN BOOTH GARAGE		5,231.64	
	07/07/2020 W 20JUL1			008325	190669	178778	9291			
POL	H3031652-52000-1233						WELDING PAIN BOOTH GARAGE	4		5,231.64
	07/07/2020 LIQ/INV			008325	190669	178778	9291	2019		
API	A3031594-54610						REPAIRS & MAINTENANCE BUILDING		28.50	
	07/07/2020 W 20JUL1			000270	200010	178781	0019123			
API	A3031624-54720						SERVICE CONTRACTS - PROF SERV		48.50	
	07/07/2020 W 20JUL1			000270	200010	178781	0019123			
API	A3031634-54610						VC REPAIRS & MAINTENANCE BUILD		38.50	
	07/07/2020 W 20JUL1			000270	200010	178781	0019123			
API	A3537114-54720						SERVICE CONTRACTS - PROF SERV		105.50	
	07/07/2020 W 20JUL1			000270	200010	178781	0019123			
API	A3537214-54610						REPAIRS & MAINTENANCE BUILDING		38.50	
	07/07/2020 W 20JUL1			000270	200010	178781	0019123			
API	A3567174-54720-3000						SERVICE CONTRACTS - PROF SERV		77.00	
	07/07/2020 W 20JUL1			000270	200010	178781	0019123			
API	A3567194-54720-3000						SERVICE CONTRACTS - PROF SERV		68.50	
	07/07/2020 W 20JUL1			000270	200010	178781	0019123			
API	G3638124-54331						REPAIRS & MAINTENANCE PUMPS		1,065.00	
	07/07/2020 W 20JUL1			000270	200010	178781	0019123			
POL	A3031594-54610						REPAIRS & MAINTENANCE BUILDING	4		28.50

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		07/07/2020	LIQ/INV	000270	200010	178781	0019123	2020		
POL	A3031624-54720						SERVICE CONTRACTS - PROF SERV	4		48.50
		07/07/2020	LIQ/INV	000270	200010	178781	0019123	2020		
POL	A3031634-54610						VC REPAIRS & MAINTENANCE BUILD	4		38.50
		07/07/2020	LIQ/INV	000270	200010	178781	0019123	2020		
POL	A3537114-54720						SERVICE CONTRACTS - PROF SERV	4		105.50
		07/07/2020	LIQ/INV	000270	200010	178781	0019123	2020		
POL	A3537214-54610						REPAIRS & MAINTENANCE BUILDING	4		38.50
		07/07/2020	LIQ/INV	000270	200010	178781	0019123	2020		
POL	A3567174-54720-3000						SERVICE CONTRACTS - PROF SERV	4		77.00
		07/07/2020	LIQ/INV	000270	200010	178781	0019123	2020		
POL	A3567194-54720-3000						SERVICE CONTRACTS - PROF SERV	4		68.50
		07/07/2020	LIQ/INV	000270	200010	178781	0019123	2020		
POL	G3638124-54331						REPAIRS & MAINTENANCE PUMPS	4		1,065.00
		07/07/2020	LIQ/INV	000270	200010	178781	0019123	2020		
API	H3537112-52000-1165						CAPITAL PROJECT OUTLAY		100,495.75	
		07/07/2020	W 20JUL1	003087	200277	178782	CASINO CUPOLAS			
POL	H3537112-52000-1165						CAPITAL PROJECT OUTLAY	4		100,495.75
		07/07/2020	LIQ/INV	003087	200277	178782	CASINO CUPOLAS	2020		
API	A3335014-54180						OTHER SUPPLIES		101.97	
		07/07/2020	W 20JUL1	000386		178783	6017550			
API	A3335014-54510						REPAIRS & MAINTENANCE VEHICLE		1,020.78	
		07/07/2020	W 20JUL1	000386		178783	6017550			
API	A3335012-52400						VEHICLES		8,783.00	
		07/07/2020	W 20JUL1	008444	200316	178785	3/5/2020			
API	F3638352-52400						VEHICLES		8,783.00	
		07/07/2020	W 20JUL1	008444	200316	178785	3/5/2020			
API	G3638112-52400						VEHICLES		8,783.00	
		07/07/2020	W 20JUL1	008444	200316	178785	3/5/2020			
POL	A3335012-52400						VEHICLES	4		8,783.00
		07/07/2020	LIQ/INV	008444	200316	178785	3/5/2020	2020		
POL	F3638352-52400						VEHICLES	4		8,783.00
		07/07/2020	LIQ/INV	008444	200316	178785	3/5/2020	2020		
POL	G3638112-52400						VEHICLES	4		8,783.00
		07/07/2020	LIQ/INV	008444	200316	178785	3/5/2020	2020		
API	A3638194-54520						GAS & OIL		1,644.15	
		07/07/2020	W 20JUL1	000873	200410	178786	5/26/2020			
POL	A3638194-54520						GAS & OIL	4		1,644.15
		07/07/2020	LIQ/INV	000873	200410	178786	5/26/2020	2020		
API	F3638334-54610						REPAIRS & MAINTENANCE BUILDING		576.36	
		07/07/2020	W 20JUL1	000351		178787	412			
API	H3638742-52000-1254						CAPITAL PROJECT OUTLAY		32,770.35	
		07/07/2020	W 20JUL1	007142	180520	178788	18C25008.00			
POL	H3638742-52000-1254						CAPITAL PROJECT OUTLAY	4		32,770.35
		07/07/2020	LIQ/INV	007142	180520	178788	18C25008.00	2018		
API	A3638184-54720						SERVICE CONTRACTS - PROF SERV		1,300.00	
		07/07/2020	W 20JUL1	007852	200014	178789	07218139.00			
POL	A3638184-54720						SERVICE CONTRACTS - PROF SERV	4		1,300.00
		07/07/2020	LIQ/INV	007852	200014	178789	07218139.00	2020		

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API	A3335014-54740	07/07/2020	W 20JUL1	007754	200034	178790	SERVICE CONTRACTS - EQUIPMENT SARA007		1,502.05	
POL	A3335014-54740	07/07/2020	LIQ/INV	007754	200034	178790	SERVICE CONTRACTS - EQUIPMENT SARA007	4 2020		1,502.05
GENERAL LEDGER TOTAL									1,804,493.13	.00
API	A-2600	07/07/2020	W 20JUL1	B 3219			ACCOUNTS PAYABLE			198,713.61
API	E-2600	07/07/2020	W 20JUL1	B 3219			ACCOUNTS PAYABLE			12,863.54
API	F-2600	07/07/2020	W 20JUL1	B 3219			ACCOUNTS PAYABLE			25,469.63
API	G-2600	07/07/2020	W 20JUL1	B 3219			ACCOUNTS PAYABLE			12,000.87
API	H-2600	07/07/2020	W 20JUL1	B 3219			ACCOUNTS PAYABLE			1,534,637.72
API	V-2600	07/07/2020	W 20JUL1	B 3219			ACCOUNTS PAYABLE			20,790.00
API	Y-2600	07/07/2020	W 20JUL1	B 3219			ACCOUNTS PAYABLE			17.76
POL	A-1521	07/07/2020	W 20JUL1	B 3219			ENCUMBRANCES			111,630.01
POL	E-1521	07/07/2020	W 20JUL1	B 3219			ENCUMBRANCES			1,421.22
POL	F-1521	07/07/2020	W 20JUL1	B 3219			ENCUMBRANCES			20,063.25
POL	G-1521	07/07/2020	W 20JUL1	B 3219			ENCUMBRANCES			11,342.00
POL	H-1521	07/07/2020	W 20JUL1	B 3219			ENCUMBRANCES			1,534,927.79
POL	V-1521	07/07/2020	W 20JUL1	B 3219			ENCUMBRANCES			20,790.00
POL	A-2963	07/07/2020	W 20JUL1	B 3219			BUDGETARY FUND BALANCE RES ENC		111,630.01	
POL	E-2963	07/07/2020	W 20JUL1	B 3219			BUDGETARY FUND BALANCE RES ENC		1,421.22	
POL	F-2963	07/07/2020	W 20JUL1	B 3219			BUDGETARY FUND BALANCE RES ENC		20,063.25	
POL	G-2963	07/07/2020	W 20JUL1	B 3219			BUDGETARY FUND BALANCE RES ENC		11,342.00	
POL	H-2963	07/07/2020	W 20JUL1	B 3219			BUDGETARY FUND BALANCE RES ENC		1,534,927.79	
POL	V-2963	07/07/2020	W 20JUL1	B 3219			BUDGETARY FUND BALANCE RES ENC		20,790.00	
SYSTEM GENERATED ENTRIES TOTAL									1,700,174.27	3,504,667.40

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							JOURNAL 2020/07/18	TOTAL	3,504,667.40	3,504,667.40
2020 7 18	API A-1522	07/07/2020	W 20JUL1	B	3219		EXPENDITURES		197,213.61	
API E-1522	07/07/2020	W 20JUL1	B	3219			EXPENDITURES		5,276.04	
API F-1522	07/07/2020	W 20JUL1	B	3219			EXPENDITURES		25,469.63	
API G-1522	07/07/2020	W 20JUL1	B	3219			EXPENDITURES		12,000.87	
API H-1522	07/07/2020	W 20JUL1	B	3219			EXPENDITURES		1,534,637.72	
API V-1522	07/07/2020	W 20JUL1	B	3219			EXPENDITURES		20,790.00	
API Y-1522	07/07/2020	W 20JUL1	B	3219			EXPENDITURES		17.76	
API A-2980	07/07/2020	W 20JUL1	B	3219			REVENUES		1,500.00	

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FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
A GENERAL FUND	2020	7	18	07/07/2020			
A-1521					ENCUMBRANCES		111,630.01
A-1522					EXPENDITURES	197,213.61	
A-2600					ACCOUNTS PAYABLE		198,713.61
A-2963					BUDGETARY FUND BALANCE RES ENC	111,630.01	
A-2980					REVENUES	1,500.00	
					FUND TOTAL	310,343.62	310,343.62
E CITY CENTER AUTHORITY	2020	7	18	07/07/2020			
E-1521					ENCUMBRANCES		1,421.22
E-1522					EXPENDITURES	5,276.04	
E-2600					ACCOUNTS PAYABLE		12,863.54
E-2615					CUSTOMER DEPOSITS	7,587.50	
E-2963					BUDGETARY FUND BALANCE RES ENC	1,421.22	
					FUND TOTAL	14,284.76	14,284.76
F WATER FUND	2020	7	18	07/07/2020			
F-1521					ENCUMBRANCES		20,063.25
F-1522					EXPENDITURES	25,469.63	
F-2600					ACCOUNTS PAYABLE		25,469.63
F-2963					BUDGETARY FUND BALANCE RES ENC	20,063.25	
					FUND TOTAL	45,532.88	45,532.88
G SEWER FUND	2020	7	18	07/07/2020			
G-1521					ENCUMBRANCES		11,342.00
G-1522					EXPENDITURES	12,000.87	
G-2600					ACCOUNTS PAYABLE		12,000.87
G-2963					BUDGETARY FUND BALANCE RES ENC	11,342.00	
					FUND TOTAL	23,342.87	23,342.87
H CAPITAL PROJECTS FUND	2020	7	18	07/07/2020			
H-1521					ENCUMBRANCES		1,534,927.79
H-1522					EXPENDITURES	1,534,637.72	
H-2600					ACCOUNTS PAYABLE		1,534,637.72
H-2963					BUDGETARY FUND BALANCE RES ENC	1,534,927.79	
					FUND TOTAL	3,069,565.51	3,069,565.51
V DEBT SERVICE FUND	2020	7	18	07/07/2020			
V-1521					ENCUMBRANCES		20,790.00
V-1522					EXPENDITURES	20,790.00	
V-2600					ACCOUNTS PAYABLE		20,790.00
V-2963					BUDGETARY FUND BALANCE RES ENC	20,790.00	
					FUND TOTAL	41,580.00	41,580.00

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
Y	COMMUNITY DEVELOPMENT FUND Y-1522 Y-2600	2020	7	18	07/07/2020	EXPENDITURES ACCOUNTS PAYABLE	17.76	17.76
FUND TOTAL							17.76	17.76

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



REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS FIELDS

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing (*see section 2 for details*)
- Provide Certificate of Insurance (*see section 15 for details*)
- Make check payable to "Commissioner of Finance" (*see section 11 and attachment A for details*)

This License Agreement, dated the _____ day of _____, 2020, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: ☐ YES ☐ NO
Is the Licensee or Organization in the Saratoga School District: ☐ YES ☐ NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of sections 14 and 15, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

1. **CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, and NY State Department of Health and they shall be liable for all damages from the activities. A designated representative from your organization shall be responsible for checking the facilities to be utilized for your day or evening event for any physical plant deficiency. Should a deficiency exist, your organization must notify a City Recreation Representative in writing of the deficiency and the City will remedy the issue accordingly in a timely fashion.
2. **SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The Licensee must provide a representative on-site during the entire event who shall be responsible for each activity scheduled. In the event an incident occurs it is the Licensee's responsibility to IMMEDIATELY notify the Recreation Department.

Purpose and full description of Use: _____

Select all FIELDS requesting: ☐ Recreation Center ☐ North Side Rec ☐ East Side Rec ☐ West Side Rec
☐ Veterans Memorial Park (Geyser) ☐ other site (specify) _____

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates and hours and preferred fields. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide ten (10) business days notice of any cancellation, otherwise time shall be billed at the regular rate. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Licensee of any provision of this Agreement. The City shall decide whether or not the field is playable in inclement weather and will notify the licensee via email of such closure. Failure to honor any field closure is subject to a revoking of the Licensee's field usage and removal from the premises. It is the responsibility of the Licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. Licensee shall notify the Recreation Department within 48 hrs of any cancellation due to inclement weather.
4. **TIMES AND DATES:** Licensee shall finish at or before their scheduled time. This includes removing all supplies, personal property and equipment from the fields. If times are not specified, a game or practice slot for baseball on a large field will be considered 2 ½ hours and all other field rentals will be booked for 2 hours. If you need a longer time slot, a request in writing must be submitted. If a game runs longer than 2 ½ hours from its scheduled start time, a team will stop the game/practice at its scheduled end time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Nothing shall be attached to, or hung from, the interior or exterior of any building or fencing without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. All recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco in the dugouts and/or on the premises the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The licensee is responsible for leaving the fields and dugouts in a reasonably tidy condition. The licensee renting the field shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this agreement. A maintenance fee may apply if rental requires excessive clean up.
9. **PARKING AND VEHICLE ACCESS:** Parking and/or driving on the fields, tracks, or inside the park area is strictly prohibited. All equipment, supplies, and deliveries shall be carried into the park. Licensee requesting vehicle access must do so by contacting the Department of Public Works 1 day in advance. If the Licensee or a licensee representative violates this policy, the Licensee shall receive a warning for the 1st offense, a \$50 fee for the 2nd offense, and repeated violations may result in the termination of this agreement or additional fees.
10. **MAINTENANCE:** The City shall mow and week-whak the fields one (1) time per week throughout the season as weather and use allows. The licensee shall be responsible for preparing of fields such as raking and lining of infields and painting of athletic lines. The Licensee shall be responsible for providing the following approved products to perform said responsibility; field athletic paint and chalk and game saver. No other products should be used without prior permission from the Department of Public Works.
11. **PAYMENTS AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. The Licensee must make a \$250 or at least a 10% deposit prior to their first scheduled time. Please note that nonpayment of any fee, cost or charge shall result in the immediate termination of this agreement. New Licensees must make their initial payment prior to their first schedule time. The City will forward an itemized invoice to the Licensee each month for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said invoice is paid in full. Checks should be made payable to Commissioner of Finance and sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. See ***Attachment A*** Recreation Department Fees for a list of all field fees.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in ***Attachment B*** of this Agreement.
13. **NYS DOL SEXUAL HARASSMENT REGULATORY REQUIREMENTS:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns, and non-employees in our workplace, regardless of immigration status.

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.

The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

Recreation Department, City of Saratoga Springs, 15 Vanderbilt Ave, Saratoga Springs, NY 12866.

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

Licensee requesting the use of East Side or West Side Recreation Park must also provide a Certificate of Insurance naming the Saratoga Springs School District as an Additional Insured that meets the same requirements as described above. The Certificate naming the Saratoga Springs School District as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent should be addressed to the attention of:

Business Manager, Saratoga Springs School District, Three Blue Streak Boulevard, Saratoga Springs, NY 12866.

16. **SPECIAL CONDITIONS:** All posted Park Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of field rental.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals are allowed.
- b. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- c. Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- d. Licensor reserves the right to reschedule field time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- e. Licensee shall be responsible for purchase of sport activity equipment.

17. **ADDITIONAL SPECIFIC CONDITIONS:** The City recognizes the importance of recreational level youth sports in its community and therefore has developed additional conditions for specific licensees to ensure efficient utilization of City facilities and the success of the leagues providing this level of activity. Therefore **Attachment C** outlines additional specific conditions relevant to the activity of the licensee. In consultation with each other, the Recreation Department and DPW may impose additional conditions and where it shall be mutually agreed to by the Licensee.

18. **CONTACTS:** The Licensee shall use the contacts below.

- a. **Program scheduling and information:** Recreation Department
 - i. Doug June recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:**
DPW Deputy Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798
- c. **Minor on-site requests:**
DPW Crew Supervisor Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890
NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
 - i. Gary Benincasa 518-365-8890
 - ii. Joe O'Neill 518-410-6798
 - iii. John Hirliman 315-529-3405
 - iv. Rec Department Recreservations@saratoga-springs.org

19. **COVID- 19:** The Licensee shall be responsible, in addition to adhering to the specifics defined within this agreement, to conduct activities in accordance with the rules, guidelines, procedures, and policies set by the CDC and State of New York in regards to the COVID-19 pandemic. The Licensee is responsible to regularly review CDC and the State of New York guidelines and adhere to any changes provided by either the CDC and State of New York.

20. **MUSIC:** The City does not provide CD players or music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENTS:

OF LICENSOR: Mayor: _____ **Date:** _____

OF LICENSEE: Licensee Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: _____ YES _____ NO

Schedule Included: _____ YES _____ NO

Deposit: _____ YES _____ NO

If yes: Amount _____ Check # _____ (write cash if paid in Cash) Batch # _____

Fee Charged: _____

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A- Recreation Department Fees

RECREATION DEPARTMENT FEES - 2020: Field User Agreement Fees

Field/Facilities in this Rate Fee Include

East Side, West Side, South Side, Willard J. Grande Memorial (North Side) Fields, Veteran's Memorial Park (Geyser)

All practice and game schedules must be submitted to the recreation department prior to using any field/facility

DESCRIPTION	FEES
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Field Use Fee

City User Group:	\$ 22.00
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Games will be scheduled either in 2hr blocks or 2 1/2 hour blocks unless organizations arrange otherwise with Rec Dept. in writing.

Youth Groups under 18 years of age are not charged for practices unless lining and/or set up is needed

Non City User Group:	\$ 27.00
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Saratoga/Wilton Youth Baseball & Saratoga Springs Miss Softball & Little League

Hourly Game Fee Rate:	\$ 12.00
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Public and private schools inside the Saratoga Springs City School District

Hourly Game Fee Rate:	\$ 17.00
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No charge for Saratoga Springs City School District on East and West Side Rec per City and School Agreement

Saratoga Springs Pop Warner

Hourly Game Fee Rate:	\$ 22.00
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Hourly Practice Fee Rate:	Includes tee ball lights \$ 12.00
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Additional Fees

Light Fee per game/practice	\$ 50.00
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Port-A-John Tournament Fee-min. one per site required	\$ Varies
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Surcharge Fee added if Organizations do not Clean up after games/practices	\$ 50.00
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Parking Violation Fee:	\$ 50.00+
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Field Rental Fees for Camp Programs

For Profit Organizations for five weekdays fee	\$ 325.00
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Not-For-Profit Organizations for five weekdays fee	\$ 200.00
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Other Fields

Depending on the program request, other field locations will be charged an appropriate rate	\$ Varies
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Payment Schedule

Initial Fee shall be paid with signed user agreement before a schedule is accepted.

New groups shall pay in full prior to use.

Returning User groups will be billed any balances at the end of each month.

It is the responsibility of the Rental groups to review all invoices and within 30 days report any discrepancies to the Recreation Department.

Groups that do not make payment promptly will be billed and payments will be due all up front before the season begins until they are deemed in good standing.

Additional fees must be pre-paid before field/facility usage

Returned Check Fee	\$ 25.00
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Late Payment Fees	Each month for payment received more than 30 days after billing date \$ 25.00
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Attachment B- Compliance with Federal and State Regulations

City of Saratoga Springs, New York

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.

Attachment B- Continued - Compliance with Federal and State Regulations

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Attachment C- Additional Special Conditions with Saratoga Springs Little League

Advertising

1. Licensee has permission to place sponsor/advertising signs uniformly along the permanent outfield, backstop, and foul line fences on the minor, major, and tee ball fields. No signs are to be attached to the perimeter fencing. Signs can be put up 5 days before opening day and must be taken down 5 days after the conclusion of the Fall Season. Licensee will be solely responsible for the maintenance, condition, and storage of the signs. Any change to the current sign or placement of the signs requires approval from DPW prior to the installation. Signs that are not kept up to Park standards (hanging straight with all necessary attachments in the proper order and follow section 3 of this agreement) will be removed by DPW.
2. DPW reserves the right to refuse any and all banners, flyers or other marketing or promotional materials that are not in normal keeping with a family oriented facility in a public park, specifically including political advertisements.
3. The Licensee shall not be charged a fee for the rights to hang signs.
4. Licensee has permission to hang windscreens on the permit fences of the dugout, foul lines and outfield fences given the same Park standards are met.

Concession Stand

5. Licensee may fully operate the concession stand, provided it fully complies with this agreement.
6. DPW will open and close the park seasonally at no expense to the Licensee.
7. The Licensee will be responsible for the maintenance of the concession stand. Repairs and renovation to the premises is at the expense of the Licensee unless agreed upon by both parties. Any maintenance related concerns, damages to the premises, and/or facility repairs shall be brought to DPW's attention prior to addressing the issue unless deemed an emergency. In the event of an emergency the Licensee shall notify the DPW as soon as applicable.
8. The Licensee is responsible for cost and maintenance of the fire extinguishers.
9. The Licensee shall not be charged a fee for the use of the concession stand.
10. Licensee agrees to obtain and keep in force all permits required by New York State Department of Health, and Licensee shall be responsible for any training of its managers or volunteers as may be required by the New York State Department of Health, all at Licensee's expense, and shall fully comply with all applicable rules, regulations and requirements of the New York State Department of Health. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427.
11. Licensee shall have the non exclusive right to sell hot and cold food, beverages and other sundry items from indoor concession stands as permitted by the Licensee's Department of Health Permit. The Licensee shall not sublease the concession stand.
12. The Recreation Department reserves the right to refuse any and all products or services which Licensee proposes to provide that are not in normal keeping with a family oriented facility in a public park.
13. Licensee shall remove all inventory of food and beverages at the termination of this agreement, and all perishable items at the end of each season.
14. Licensee's appliances and other significant items of personal property necessary for the conduct of its business shall be listed and emailed to the Recreation Department so that it may be maintained by the City for purposes of inventory.
15. Licensee shall be responsible for daily cleaning of the concession stand, including equipment and appliances, and property in the vicinity of the concession stands, and Licensee shall return the premises in the same condition as when first provided to Licensee, except for normal wear and tear.

16. Licensee agrees to comply with all applicable laws, rules and regulations of the City, state and federal government as they pertain to Licensee's operation of the concession stands.
17. The licensee shall pay the electric directly to the energy company.
18. The City shall provide water, sewer and trash service necessary to operate the leased concession stand, without cost to Licensee. DPW will provide trash bags, free of charge, to the Licensee. Jointly the garbage bins shall be emptied and the trash shall be placed next to the front entrance gate, near Coach Waldron Way gate. DPW shall pick up the trash Monday through Friday.
19. The Licensee shall be responsible for cleaning, stocking, and general upkeep of the restrooms attached to the concession stand. The licensee shall keep the restrooms locked when the licensee is not on site.
20. DPW shall have access to the premises at any time for inspection, maintenance, repair, alteration or any other lawful purpose.
21. Except as provided herein, or as agreed upon by the parties, all improvements to the concession stand, including the installation of large appliances, shall be property of the City, and Licensee shall not install or locate any new equipment on the premises without the prior written approval of DPW.

Conditions of Use of the Park

22. The Licensee is granted permission to use the old concession stand as storage. The building is the sole responsibility of the Licensee and shall be maintained in a neat manor by the Licensee. Repairs and renovation to the building are at the expense of the Licensee.
23. The Licensee shall place all liners, pallets, and/or other equipment in storage. All items left unattended, not previously approved in writing by DPW, on the property shall be removed at the expense of the Licensee by DPW.
24. DPW is responsible for the irrigation system.
25. The Licensee is responsible for the bases.
26. The licensee is responsible for maintaining the scoreboards in good working order. In the event of a scoreboard malfunctions, the Licensee shall notify DPW. DPW shall coordinate any repairs. The cost of the repairs will be mutually agreed upon if needed.
27. The Licensee has the sole responsibility of maintaining the batting cages, including the inside of the cage. Repairs and renovations to the batting cage are at the expense of the Licensee.

The City and the Licensee hereby agree to the above listed special conditions of use and maintenance.

DESIGNATED AGENTS:

Department of Public Works: _____ **Date:** _____

The Licensee: _____ **Date:** _____



REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS FIELDS

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing (*see section 2 for details*)
- Provide Certificate of Insurance (*see section 15 for details*)
- Make check payable to "Commissioner of Finance" (*see section 11 and attachment A for details*)

This License Agreement, dated the _____ day of _____, 2020, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: ☐ YES ☐ NO
Is the Licensee or Organization in the Saratoga School District: ☐ YES ☐ NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of sections 14 and 15, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

1. **CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, and NY State Department of Health and they shall be liable for all damages from the activities. A designated representative from your organization shall be responsible for checking the facilities to be utilized for your day or evening event for any physical plant deficiency. Should a deficiency exist, your organization must notify a City Recreation Representative in writing of the deficiency and the City will remedy the issue accordingly in a timely fashion.
2. **SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The Licensee must provide a representative on-site during the entire event who shall be responsible for each activity scheduled. In the event an incident occurs it is the Licensee's responsibility to IMMEDIATELY notify the Recreation Department.

Purpose and full description of Use: _____

Select all FIELDS requesting: ☐ Recreation Center ☐ North Side Rec ☐ East Side Rec ☐ West Side Rec
☐ Veterans Memorial Park (Geyser) ☐ other site (specify) _____

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates and hours and preferred fields. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide ten (10) business days notice of any cancellation, otherwise time shall be billed at the regular rate. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Licensee of any provision of this Agreement. The City shall decide whether or not the field is playable in inclement weather and will notify the licensee via email of such closure. Failure to honor any field closure is subject to a revoking of the Licensee's field usage and removal from the premises. It is the responsibility of the Licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. Licensee shall notify the Recreation Department within 48 hrs of any cancellation due to inclement weather.
4. **TIMES AND DATES:** Licensee shall finish at or before their scheduled time. This includes removing all supplies, personal property and equipment from the fields. If times are not specified, a game or practice slot for baseball on a large field will be considered 2 ½ hours and all other field rentals will be booked for 2 hours. If you need a longer time slot, a request in writing must be submitted. If a game runs longer than 2 ½ hours from its scheduled start time, a team will stop the game/practice at its scheduled end time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Nothing shall be attached to, or hung from, the interior or exterior of any building or fencing without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. All recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco in the dugouts and/or on the premises the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The licensee is responsible for leaving the fields and dugouts in a reasonably tidy condition. The licensee renting the field shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this agreement. A maintenance fee may apply if rental requires excessive clean up.
9. **PARKING AND VEHICLE ACCESS:** Parking and/or driving on the fields, tracks, or inside the park area is strictly prohibited. All equipment, supplies, and deliveries shall be carried into the park. Licensee requesting vehicle access must do so by contacting the Department of Public Works 1 day in advance. If the Licensee or a licensee representative violates this policy, the Licensee shall receive a warning for the 1st offense, a \$50 fee for the 2nd offense, and repeated violations may result in the termination of this agreement or additional fees.
10. **MAINTENANCE:** The City shall mow and week-whak the fields one (1) time per week throughout the season as weather and use allows. The licensee shall be responsible for preparing of fields such as raking and lining of infields and painting of athletic lines. The Licensee shall be responsible for providing the following approved products to perform said responsibility; field athletic paint and chalk and game saver. No other products should be used without prior permission from the Department of Public Works.
11. **PAYMENTS AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. The Licensee must make a \$250 or at least a 10% deposit prior to their first scheduled time. Please note that nonpayment of any fee, cost or change shall result in the immediate termination of this agreement. New Licensees must make their initial payment prior to their first schedule time. The City will forward an itemized invoice to the Licensee each month for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said invoice is paid in full. Checks should be made payable to Commissioner of Finance and sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. See ***Attachment A*** Recreation Department Fees for a list of all field fees.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in ***Attachment B*** of this Agreement.
13. **NYS DOL SEXUAL HARASSMENT REGULATORY REQUIREMENTS:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns, and non-employees in our workplace, regardless of immigration status.

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.

The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

Recreation Department, City of Saratoga Springs, 15 Vanderbilt Ave, Saratoga Springs, NY 12866.

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

Licensee requesting the use of East Side or West Side Recreation Park must also provide a Certificate of Insurance naming the Saratoga Springs School District as an Additional Insured that meets the same requirements as described above. The Certificate naming the Saratoga Springs School District as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent should be addressed to the attention of:

Business Manager, Saratoga Springs School District, Three Blue Streak Boulevard, Saratoga Springs, NY 12866.

16. **SPECIAL CONDITIONS:** All posted Park Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of field rental.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals are allowed.
- b. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- c. Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- d. Licensor reserves the right to reschedule field time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- e. Licensee shall be responsible for purchase of sport activity equipment.

17. **ADDITIONAL SPECIFIC CONDITIONS:** The City recognizes the importance of recreational level youth sports in its community and therefore has developed additional conditions for specific licensees to ensure efficient utilization of City facilities and the success of the leagues providing this level of activity. Therefore **Attachment C** outlines additional specific conditions relevant to the activity of the licensee. In consultation with each other, the Recreation Department and DPW may impose additional conditions and where it shall be mutually agreed to by the Licensee.

18. **CONTACTS:** The Licensee shall use the contacts below.

- a. **Program scheduling and information:** Recreation Department
 - i. Doug June recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:**
DPW Deputy Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798
- c. **Minor on-site requests:**
DPW Crew Supervisor Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890
NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
 - i. Gary Benincasa 518-365-8890
 - ii. Joe O'Neill 518-410-6798
 - iii. John Hirliman 315-529-3405
 - iv. Rec Department Recreservations@saratoga-springs.org

19. **COVID- 19:** The Licensee shall be responsible, in addition to adhering to the specifics defined within this agreement, to conduct activities in accordance with the rules, guidelines, procedures, and policies set by the CDC and State of New York in regards to the COVID-19 pandemic. The Licensee is responsible to regularly review CDC and the State of New York guidelines and adhere to any changes provided by either the CDC and State of New York.

20. **MUSIC:** The City does not provide CD players or music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENTS:

OF LICENSOR: Mayor: _____ **Date:** _____

OF LICENSEE: Licensee Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: _____ YES _____ NO

Schedule Included: _____ YES _____ NO

Deposit: _____ YES _____ NO

If yes: Amount _____ Check # _____ (write cash if paid in Cash) Batch # _____

Fee Charged: _____

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A- Recreation Department Fees

RECREATION DEPARTMENT FEES - 2020: Field User Agreement Fees

Field/Facilities in this Rate Fee Include

East Side, West Side, South Side, Willard J. Grande Memorial (North Side) Fields, Veteran's Memorial Park (Geyser)

All practice and game schedules must be submitted to the recreation department prior to using any field/facility

DESCRIPTION	FEES
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Field Use Fee

City User Group:	\$ 22.00
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Games will be scheduled either in 2hr blocks or 2 1/2 hour blocks unless organizations arrange otherwise with Rec Dept. in writing.

Youth Groups under 18 years of age are not charged for practices unless lining and/or set up is needed

Non City User Group:	\$ 27.00
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Saratoga/Wilton Youth Baseball & Saratoga Springs Miss Softball & Little League

Hourly Game Fee Rate:	\$ 12.00
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Public and private schools inside the Saratoga Springs City School District

Hourly Game Fee Rate:	\$ 17.00
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No charge for Saratoga Springs City School District on East and West Side Rec per City and School Agreement

Saratoga Springs Pop Warner

Hourly Game Fee Rate:	\$ 22.00
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Hourly Practice Fee Rate:	Includes tee ball lights	\$ 12.00
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Additional Fees

Light Fee per game/practice	\$ 50.00
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Port-A-John Tournament Fee-min. one per site required	\$ Varies
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Surcharge Fee added if Organizations do not Clean up after games/practices	\$ 50.00
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Parking Violation Fee:	\$ 50.00+
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Field Rental Fees for Camp Programs

For Profit Organizations for five weekdays fee	\$ 325.00
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Not-For-Profit Organizations for five weekdays fee	\$ 200.00
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Other Fields

Depending on the program request, other field locations will be charged an appropriate rate	\$ Varies
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Payment Schedule

Initial Fee shall be paid with signed user agreement before a schedule is accepted.

New groups shall pay in full prior to use.

Returning User groups will be billed any balances at the end of each month.

It is the responsibility of the Rental groups to review all invoices and within 30 days report any discrepancies to the Recreation Department.

Groups that do not make payment promptly will be billed and payments will be due all up front before the season begins until they are deemed in good standing.

Additional fees must be pre-paid before field/facility usage

Returned Check Fee	\$ 25.00
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Late Payment Fees	Each month for payment received more than 30 days after billing date	\$ 25.00
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Attachment B- Compliance with Federal and State Regulations

City of Saratoga Springs, New York

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.

Attachment B- Continued - Compliance with Federal and State Regulations

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Attachment C- Additional Special Conditions with Saratoga Miss Softball

Advertising

1. Licensee has permission to place sponsor/advertising signs uniformly along the temporary outfield fence, the batting cage and backstop fences on the softball fields. No signs are to be attached to the perimeter fencing. Signs can be put up 5 days before opening day and must be taken down 5 days after the conclusion of the Fall Season. Licensee will be solely responsible for the maintenance, condition, and storage of the signs. Any change to the current sign or placement of the signs requires approval from the Department of Public Works prior to the installation. Signs that are not kept up to Park standards (hanging straight with all necessary attachments in the proper order and follow section 3 of this agreement) will be removed by DPW.
2. DPW reserves the right to refuse any and all banners, flyers or other marketing or promotional materials that are not in normal keeping with a family oriented facility in a public park, specifically including political advertisements.
3. The Licensee shall not be charged a fee for the rights to hang signs.
4. Licensee has permission to hang windscreens on the permit fences of the dugout, foul lines and outfield fences given the same Park standards are met.

Concession Stand

5. Licensee may fully operate the concession stand, provided it fully complies with all terms of this agreement.
6. DPW will open and close the park seasonally at no expense to the Licensee.
7. The Licensee will be responsible for the maintenance of the concession stand. Repairs and renovation to the premises is at the expense of the Licensee unless agreed upon by both parties. Any maintenance related concerns, damages to the premises, and/or facility repairs shall be brought to DPW's attention prior to addressing the issue unless deemed an emergency. In the event of an emergency the Licensee shall notify DPW as soon as applicable.
8. The Licensee is responsible for cost and maintenance of the fire extinguishers.
9. The Licensee shall not be charged a fee for the use of the concession stand.
10. Licensee agrees to obtain and keep in force all permits required by New York State Department of Health, and Licensee shall be responsible for any training of its managers or volunteers as may be required by the New York State Department of Health, all at Licensee's expense, and shall fully comply with all applicable rules, regulations and requirements of the New York State Department of Health. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427.
11. Licensee shall have the non exclusive right to sell hot and cold food, beverages and other sundry items from indoor concession stands as permitted by the Licensee's Department of Health Permit. The Licensee shall not sublease the concession stand.
12. The Recreation Department reserves the right to refuse any and all products or services which Licensee proposes to provide that are not in normal keeping with a family oriented facility in a public park.
13. Licensee shall remove all inventory of food and beverages at the termination of this agreement, and all perishable items at the end of each season.
14. Licensee's appliances and other significant items of personal property necessary for the conduct of its business shall be listed and emailed to the Recreation Department so that it may be maintained by the City for purposes of inventory.
15. Licensee shall be responsible for daily cleaning of the concession stand, including equipment and appliances, and property in the vicinity of the concession stands, and Licensee shall return the premises in the same condition as when first provided to Licensee, except for normal wear and tear.

16. Licensee agrees to comply with all applicable laws, rules and regulations of the City, state and federal government as they pertain to Licensee's operation of the concession stands.
17. The City shall provide electric, water, sewer and trash service necessary to operate the leased concession stand, without cost to Licensee. DPW will provide trash bags, free of charge, to the Licensee. Jointly the garbage bins shall be emptied and the trash shall be placed in front of the garage doors, located near the concession stand. DPW shall pick up the trash Monday through Friday.
18. DPW will open, close and clean the adjacent restroom facilities during Park hours. DPW shall provided restroom supplies including cleaning and products accessible to the Licensee and jointly the bathrooms shall be inspected, stocked, and cleaned during the Licensee's use of the park.
19. DPW shall have access to the premises at any time for inspection, maintenance, repair, alteration or any other lawful purpose.
20. Except as provided herein, or as agreed upon by the parties, all improvements to the concession stand, including the installation of large appliances, shall be property of the City, and Licensee shall not install or locate any new equipment on the premises without the prior written approval of DPW.

Conditions of Use of the Park

21. The Licensee shall have the right to install temporary outfield fencing on the 4 softball fields. The Licensee is responsible for the installation and maintenance of the fence, the fence may be installed April to October, or the end of Fall ball. Additionally, the Licensee shall maintain (i.e., cut and trim) all areas within 8 feet from the installed fencing, while the fencing is up. The City reserves the right to have the Licensee remove the fence for Recreation Department needs including but not limited to programming and other rentals. The Recreation Department shall give the Licensee at least 48hrs notice to remove the fence.
22. The Licensee is granted permission to have two (2) storage sheds permanently on the premises. The Sheds shall not be moved from its location without prior written approval from DPW. The sheds are the sole responsibility of the Licensee and shall be maintained in a neat manor by the Licensee. Repairs and renovation to the sheds are at the expense of the Licensee.
23. The Licensee shall place all liners, pallets, and/or other equipment in the storage sheds. All items left unattended, not previously approved in writing by DPW, on the property shall be removed at the expense of the Licensee by DPW.
24. DPW is responsible for the irrigation system.
25. The Licensee is responsible for maintaining the scoreboards in good working order. In the event of a scoreboard malfunction, the Licensee shall notify DPW. DPW shall coordinate any repairs. The cost of the repairs will be mutually agreed upon if needed.
26. The Licensee is responsible for maintaining the batting cages including the inside of the cage.
27. The Licensee has the sole responsibility of maintaining the batting cages, including the inside of the cage. Repairs and renovations to the batting cage are at the expense of the Licensee.

The City and the Licensee hereby agree to the above listed special conditions of use and maintenance.

DESIGNATED AGENTS:

Department of Public Works: _____ **Date:** _____

The Licensee: _____ **Date:** _____



REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS FIELDS

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing (*see section 2 for details*)
- Provide Certificate of Insurance (*see section 15 for details*)
- Make check payable to "Commissioner of Finance" (*see section 11 and attachment A for details*)

This License Agreement, dated the _____ day of _____, 2020, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: ☐ YES ☐ NO
Is the Licensee or Organization in the Saratoga School District: ☐ YES ☐ NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of sections 14 and 15, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

1. **CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, and NY State Department of Health and they shall be liable for all damages from the activities. A designated representative from your organization shall be responsible for checking the facilities to be utilized for your day or evening event for any physical plant deficiency. Should a deficiency exist, your organization must notify a City Recreation Representative in writing of the deficiency and the City will remedy the issue accordingly in a timely fashion.
2. **SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The Licensee must provide a representative on-site during the entire event who shall be responsible for each activity scheduled. In the event an incident occurs it is the Licensee's responsibility to IMMEDIATELY notify the Recreation Department.

Purpose and full description of Use: _____

Select all FIELDS requesting: ☐ Recreation Center ☐ North Side Rec ☐ East Side Rec ☐ West Side Rec
☐ Veterans Memorial Park (Geyser) ☐ other site (specify) _____

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates and hours and preferred fields. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide ten (10) business days notice of any cancellation, otherwise time shall be billed at the regular rate. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Licensee of any provision of this Agreement. The City shall decide whether or not the field is playable in inclement weather and will notify the licensee via email of such closure. Failure to honor any field closure is subject to a revoking of the Licensee's field usage and removal from the premises. It is the responsibility of the Licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. Licensee shall notify the Recreation Department within 48 hrs of any cancellation due to inclement weather.
4. **TIMES AND DATES:** Licensee shall finish at or before their scheduled time. This includes removing all supplies, personal property and equipment from the fields. If times are not specified, a game or practice slot for baseball on a large field will be considered 2 ½ hours and all other field rentals will be booked for 2 hours. If you need a longer time slot, a request in writing must be submitted. If a game runs longer than 2 ½ hours from its scheduled start time, a team will stop the game/practice at its scheduled end time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Nothing shall be attached to, or hung from, the interior or exterior of any building or fencing without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. All recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco in the dugouts and/or on the premises the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The licensee is responsible for leaving the fields and dugouts in a reasonably tidy condition. The licensee renting the field shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this agreement. A maintenance fee may apply if rental requires excessive clean up.
9. **PARKING AND VEHICLE ACCESS:** Parking and/or driving on the fields, tracks, or inside the park area is strictly prohibited. All equipment, supplies, and deliveries shall be carried into the park. Licensee requesting vehicle access must do so by contacting the Department of Public Works 1 day in advance. If the Licensee or a licensee representative violates this policy, the Licensee shall receive a warning for the 1st offense, a \$50 fee for the 2nd offense, and repeated violations may result in the termination of this agreement or additional fees.
10. **MAINTENANCE:** The City shall mow and week-whak the fields one (1) time per week throughout the season as weather and use allows. The licensee shall be responsible for preparing of fields such as raking and lining of infields and painting of athletic lines. The Licensee shall be responsible for providing the following approved products to perform said responsibility; field athletic paint and chalk and game saver. No other products should be used without prior permission from the Department of Public Works.
11. **PAYMENTS AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. The Licensee must make a \$250 or at least a 10% deposit prior to their first scheduled time. Please note that nonpayment of any fee, cost or change shall result in the immediate termination of this agreement. New Licensees must make their initial payment prior to their first schedule time. The City will forward an itemized invoice to the Licensee each month for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said invoice is paid in full. Checks should be made payable to Commissioner of Finance and sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. See ***Attachment A*** Recreation Department Fees for a list of all field fees.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in ***Attachment B*** of this Agreement.
13. **NYS DOL SEXUAL HARASSMENT REGULATORY REQUIREMENTS:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns, and non-employees in our workplace, regardless of immigration status.

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.

The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

Recreation Department, City of Saratoga Springs, 15 Vanderbilt Ave, Saratoga Springs, NY 12866.

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

Licensee requesting the use of East Side or West Side Recreation Park must also provide a Certificate of Insurance naming the Saratoga Springs School District as an Additional Insured that meets the same requirements as described above. The Certificate naming the Saratoga Springs School District as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent should be addressed to the attention of:

Business Manager, Saratoga Springs School District, Three Blue Streak Boulevard, Saratoga Springs, NY 12866.

16. **SPECIAL CONDITIONS:** All posted Park Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of field rental.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals are allowed.
- b. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- c. Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- d. Licensor reserves the right to reschedule field time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- e. Licensee shall be responsible for purchase of sport activity equipment.

17. **ADDITIONAL SPECIFIC CONDITIONS:** The City recognizes the importance of recreational level youth sports in its community and therefore has developed additional conditions for specific licensees to ensure efficient utilization of City facilities and the success of the leagues providing this level of activity. Therefore **Attachment C** outlines additional specific conditions relevant to the activity of the licensee. In consultation with each other, the Recreation Department and DPW may impose additional conditions and where it shall be mutually agreed to by the Licensee.

18. **CONTACTS:** The Licensee shall use the contacts below.

- a. **Program scheduling and information:** Recreation Department
 - i. Doug June recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:**
DPW Deputy Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798
- c. **Minor on-site requests:**
DPW Crew Supervisor Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890
NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
 - i. Gary Benincasa 518-365-8890
 - ii. Joe O'Neill 518-410-6798
 - iii. John Hirliman 315-529-3405
 - iv. Rec Department Recreservations@saratoga-springs.org

19. **COVID- 19:** The Licensee shall be responsible, in addition to adhering to the specifics defined within this agreement, to conduct activities in accordance with the rules, guidelines, procedures, and policies set by the CDC and State of New York in regards to the COVID-19 pandemic. The Licensee is responsible to regularly review CDC and the State of New York guidelines and adhere to any changes provided by either the CDC and State of New York.

20. **MUSIC:** The City does not provide CD players or music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENTS:

OF LICENSOR: Mayor: _____ **Date:** _____

OF LICENSEE: Licensee Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: _____ YES _____ NO

Schedule Included: _____ YES _____ NO

Deposit: _____ YES _____ NO

If yes: Amount _____ Check # _____ (write cash if paid in Cash) Batch # _____

Fee Charged: _____

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A- Recreation Department Fees

RECREATION DEPARTMENT FEES - 2020: Field User Agreement Fees

Field/Facilities in this Rate Fee Include

East Side, West Side, South Side, Willard J. Grande Memorial (North Side) Fields, Veteran's Memorial Park (Geyser)

All practice and game schedules must be submitted to the recreation department prior to using any field/facility

DESCRIPTION	FEES
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Field Use Fee

City User Group:	\$ 22.00
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Games will be scheduled either in 2hr blocks or 2 1/2 hour blocks unless organizations arrange otherwise with Rec Dept. in writing.

Youth Groups under 18 years of age are not charged for practices unless lining and/or set up is needed

Non City User Group:	\$ 27.00
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Saratoga/Wilton Youth Baseball & Saratoga Springs Miss Softball & Little League

Hourly Game Fee Rate:	\$ 12.00
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Public and private schools inside the Saratoga Springs City School District

Hourly Game Fee Rate:	\$ 17.00
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No charge for Saratoga Springs City School District on East and West Side Rec per City and School Agreement

Saratoga Springs Pop Warner

Hourly Game Fee Rate:	\$ 22.00
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Hourly Practice Fee Rate:	Includes tee ball lights	\$ 12.00
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Additional Fees

Light Fee per game/practice	\$ 50.00
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Port-A-John Tournament Fee-min. one per site required	\$ Varies
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Surcharge Fee added if Organizations do not Clean up after games/practices	\$ 50.00
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Parking Violation Fee:	\$ 50.00+
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Field Rental Fees for Camp Programs

For Profit Organizations for five weekdays fee	\$ 325.00
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Not-For-Profit Organizations for five weekdays fee	\$ 200.00
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Other Fields

Depending on the program request, other field locations will be charged an appropriate rate	\$ Varies
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Payment Schedule

Initial Fee shall be paid with signed user agreement before a schedule is accepted.

New groups shall pay in full prior to use.

Returning User groups will be billed any balances at the end of each month.

It is the responsibility of the Rental groups to review all invoices and within 30 days report any discrepancies to the Recreation Department.

Groups that do not make payment promptly will be billed and payments will be due all up front before the season begins until they are deemed in good standing.

Additional fees must be pre-paid before field/facility usage

Returned Check Fee	\$ 25.00
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Late Payment Fees	Each month for payment received more than 30 days after billing date	\$ 25.00
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Attachment B- Compliance with Federal and State Regulations

City of Saratoga Springs, New York

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.

Attachment B- Continued - Compliance with Federal and State Regulations

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Attachment C- Additional Special Conditions with Saratoga /Wilton Youth Baseball

Advertising

1. Licensee has permission to place sponsor/advertising signs uniformly along the outfield, batting cage, and backstop fences on the minor, major, and tee ball fields. No signs are to be attached to the perimeter fence with the exception of a section on Lake Avenue which serves as both the perimeter fence and outfield fence of the Minor field. Signs in this section may be attached to the inside section of the fence and must face toward the playing field. Signs can be put up 5 days before opening day and must be taken down 5 days after the conclusion of the Fall Season. Licensee will be solely responsible for the maintenance, condition, and storage of the signs. Any change to the current sign or placement of the signs requires approval from the Department of Public Works prior to the installation. Signs that are not kept up to Park standards (hanging straight with all necessary attachments in the proper order and follow section 3 of this agreement) will be removed by DPW.
2. DPW reserves the right to refuse any and all banners, flyers or other marketing or promotional materials that are not in normal keeping with a family oriented facility in a public park, specifically including political advertisements.
3. The Licensee shall not be charged a fee for the rights to hang signs.
4. Licensee has permission to hang windscreens on the permit fences of the dugout, foul lines and outfield fences given the same Park standards are met.

Conditions of Use of the Park

5. The Licensee is granted permission to purchase and use a temporary storage shed. The shed is the sole responsibility of the Licensee and shall be maintained in a neat manor by the Licensee.
6. The Licensee shall place all liners, pallets, and/or other equipment in storage. All items left unattended, not previously approved in writing by DPW, on the property shall be removed at the expense of the Licensee by DPW.
7. DPW is responsible for the irrigation system.
8. The Licensee is responsible for the bases.
9. The Licensee is responsible for maintaining the scoreboard in good working order. In the event the scoreboard malfunctions, the Licensee shall notify the DPW. DPW shall coordinate any repairs. The cost of the repairs will be mutually agreed upon if needed.
10. The Licensee has the sole responsibility of maintaining the batting cages, including the inside of the cage. Repairs and renovations to the batting cage are at the expense of the Licensee.

The City and the Licensee hereby agree to the above listed special conditions of use and maintenance.

DESIGNATED AGENTS:

Department of Public Works: _____ **Date:** _____

The Licensee: _____ **Date:** _____



REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS FIELDS

Instructions: Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing (*see section 2 for details*)
- Provide Certificate of Insurance (*see section 15 for details*)
- Make check payable to "Commissioner of Finance" (*see section 11 and attachment A for details*)

This License Agreement, dated the _____ day of _____, 2020, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and _____ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

Licensee Organization/Group Name: _____

Address: _____

Primary Contact: _____ **Title:** _____

Primary Number: _____ **E-Mail:** _____

Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs: ☐ YES ☐ NO
Is the Licensee or Organization in the Saratoga School District: ☐ YES ☐ NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of sections 14 and 15, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

1. **CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, and NY State Department of Health and they shall be liable for all damages from the activities. A designated representative from your organization shall be responsible for checking the facilities to be utilized for your day or evening event for any physical plant deficiency. Should a deficiency exist, your organization must notify a City Recreation Representative in writing of the deficiency and the City will remedy the issue accordingly in a timely fashion.
2. **SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department. Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The Licensee must provide a representative on-site during the entire event who shall be responsible for each activity scheduled. In the event an incident occurs it is the Licensee's responsibility to IMMEDIATELY notify the Recreation Department.

Purpose and full description of Use: _____

Select all FIELDS requesting: ☐ Recreation Center ☐ North Side Rec ☐ East Side Rec ☐ West Side Rec
☐ Veterans Memorial Park (Geyser) ☐ other site (specify) _____

Primary Contact: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Scheduler: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

Billing: Person's Name: _____ Address: _____

Phone Number: _____ E-mail: _____

List below or attach your requested dates and hours and preferred fields. Specify tournaments, games, practices if possible:

3. **CANCELLATIONS:** Licensee is required to provide ten (10) business days notice of any cancellation, otherwise time shall be billed at the regular rate. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Licensee of any provision of this Agreement. The City shall decide whether or not the field is playable in inclement weather and will notify the licensee via email of such closure. Failure to honor any field closure is subject to a revoking of the Licensee's field usage and removal from the premises. It is the responsibility of the Licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. Licensee shall notify the Recreation Department within 48 hrs of any cancellation due to inclement weather.
4. **TIMES AND DATES:** Licensee shall finish at or before their scheduled time. This includes removing all supplies, personal property and equipment from the fields. If times are not specified, a game or practice slot for baseball on a large field will be considered 2 ½ hours and all other field rentals will be booked for 2 hours. If you need a longer time slot, a request in writing must be submitted. If a game runs longer than 2 ½ hours from its scheduled start time, a team will stop the game/practice at its scheduled end time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Licensee will be providing food or operating a concession stand or any concession, the Licensee must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Nothing shall be attached to, or hung from, the interior or exterior of any building or fencing without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. All recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco in the dugouts and/or on the premises the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The licensee is responsible for leaving the fields and dugouts in a reasonably tidy condition. The licensee renting the field shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this agreement. A maintenance fee may apply if rental requires excessive clean up.
9. **PARKING AND VEHICLE ACCESS:** Parking and/or driving on the fields, tracks, or inside the park area is strictly prohibited. All equipment, supplies, and deliveries shall be carried into the park. Licensee requesting vehicle access must do so by contacting the Department of Public Works 1 day in advance. If the Licensee or a licensee representative violates this policy, the Licensee shall receive a warning for the 1st offense, a \$50 fee for the 2nd offense, and repeated violations may result in the termination of this agreement or additional fees.
10. **MAINTENANCE:** The City shall mow and week-whak the fields one (1) time per week throughout the season as weather and use allows. The licensee shall be responsible for preparing of fields such as raking and lining of infields and painting of athletic lines. The Licensee shall be responsible for providing the following approved products to perform said responsibility; field athletic paint and chalk and game saver. No other products should be used without prior permission from the Department of Public Works.
11. **PAYMENTS AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. The Licensee must make a \$250 or at least a 10% deposit prior to their first scheduled time. Please note that nonpayment of any fee, cost or charge shall result in the immediate termination of this agreement. New Licensees must make their initial payment prior to their first schedule time. The City will forward an itemized invoice to the Licensee each month for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said invoice is paid in full. Checks should be made payable to Commissioner of Finance and sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. See ***Attachment A*** Recreation Department Fees for a list of all field fees.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in ***Attachment B*** of this Agreement.
13. **NYS DOL SEXUAL HARASSMENT REGULATORY REQUIREMENTS:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns, and non-employees in our workplace, regardless of immigration status.

14. **INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

15. **INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.

The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

Recreation Department, City of Saratoga Springs, 15 Vanderbilt Ave, Saratoga Springs, NY 12866.

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

Licensee requesting the use of East Side or West Side Recreation Park must also provide a Certificate of Insurance naming the Saratoga Springs School District as an Additional Insured that meets the same requirements as described above. The Certificate naming the Saratoga Springs School District as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent should be addressed to the attention of:

Business Manager, Saratoga Springs School District, Three Blue Streak Boulevard, Saratoga Springs, NY 12866.

16. **SPECIAL CONDITIONS:** All posted Park Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of field rental.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals are allowed.
- b. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- c. Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- d. Licensor reserves the right to reschedule field time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- e. Licensee shall be responsible for purchase of sport activity equipment.

17. **ADDITIONAL SPECIFIC CONDITIONS:** The City recognizes the importance of recreational level youth sports in its community and therefore has developed additional conditions for specific licensees to ensure efficient utilization of City facilities and the success of the leagues providing this level of activity. Therefore **Attachment C** outlines additional specific conditions relevant to the activity of the licensee. In consultation with each other, the Recreation Department and DPW may impose additional conditions and where it shall be mutually agreed to by the Licensee.

18. **CONTACTS:** The Licensee shall use the contacts below.

- a. **Program scheduling and information:** Recreation Department
 - i. Doug June recreservations@saratoga-springs.org 518-587-3550 x 2300
 - ii. John Hirliman john.hirliman@saratoga-springs.org 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:**
DPW Deputy Joe O'Neill joe.oneill@saratoga-springs.org 518-410-6798
- c. **Minor on-site requests:**
DPW Crew Supervisor Gary Benincasa gary.benincasa@saratoga-springs.org 518-365-8890
NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
 - i. Gary Benincasa 518-365-8890
 - ii. Joe O'Neill 518-410-6798
 - iii. John Hirliman 315-529-3405
 - iv. Rec Department Recreservations@saratoga-springs.org

19. **COVID- 19:** The Licensee shall be responsible, in addition to adhering to the specifics defined within this agreement, to conduct activities in accordance with the rules, guidelines, procedures, and policies set by the CDC and State of New York in regards to the COVID-19 pandemic. The Licensee is responsible to regularly review CDC and the State of New York guidelines and adhere to any changes provided by either the CDC and State of New York.

20. **MUSIC:** The City does not provide CD players or music. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

DESIGNATED AGENTS:

OF LICENSOR: Mayor: _____ **Date:** _____

OF LICENSEE: Licensee Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: _____ YES _____ NO

Schedule Included: _____ YES _____ NO

Deposit: _____ YES _____ NO

If yes: Amount _____ Check # _____ (write cash if paid in Cash) Batch # _____

Fee Charged: _____

Recreation Department Personnel: Signature: _____ Date: _____

Attachment A- Recreation Department Fees

RECREATION DEPARTMENT FEES - 2020: Field User Agreement Fees

Field/Facilities in this Rate Fee Include

East Side, West Side, South Side, Willard J. Grande Memorial (North Side) Fields, Veteran's Memorial Park (Geyser)

All practice and game schedules must be submitted to the recreation department prior to using any field/facility

DESCRIPTION	FEES
<u>Field Use Fee</u>	
City User Group: <i>Games will be scheduled either in 2hr blocks or 2 1/2 hour blocks unless organizations arrange otherwise with Rec Dept. in writing. Youth Groups under 18 years of age are not charged for practices unless lining and/or set up is needed</i>	\$ 22.00
Non City User Group:	\$ 27.00
<u>Saratoga/Wilton Youth Baseball & Saratoga Springs Miss Softball & Little League</u>	
Hourly Game Fee Rate:	\$ 12.00
<u>Public and private schools inside the Saratoga Springs City School District</u>	
Hourly Game Fee Rate: <i>No charge for Saratoga Springs City School District on East and West Side Rec per City and School Agreement</i>	\$ 17.00
<u>Saratoga Springs Pop Warner</u>	
Hourly Game Fee Rate:	\$ 22.00
Hourly Practice Fee Rate: Includes tee ball lights	\$ 12.00
<u>Additional Fees</u>	
Light Fee per game/practice	\$ 50.00
Port-A-John Tournament Fee-min. one per site required	\$ Varies
Surcharge Fee added if Organizations do not Clean up after games/practices	\$ 50.00
Parking Violation Fee:	\$ 50.00+
<u>Field Rental Fees for Camp Programs</u>	
For Profit Organizations for five weekdays fee	\$ 325.00
Not-For-Profit Organizations for five weekdays fee	\$ 200.00
<u>Other Fields</u>	
Depending on the program request, other field locations will be charged an appropriate rate	\$ Varies
<u>Payment Schedule</u>	
Initial Fee shall be paid with signed user agreement before a schedule is accepted.	
New groups shall pay in full prior to use.	
Returning User groups will be billed any balances at the end of each month.	
It is the responsibility of the Rental groups to review all invoices and within 30 days report any discrepancies to the Recreation Department.	
Groups that do not make payment promptly will be billed and payments will be due all up front before the season begins until they are deemed in good standing.	
Additional fees must be pre-paid before field/facility usage	
Returned Check Fee	\$ 25.00
Late Payment Fees Each month for payment received more than 30 days after billing date	\$ 25.00

Attachment B- Compliance with Federal and State Regulations

City of Saratoga Springs, New York

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.

Attachment B- Continued - Compliance with Federal and State Regulations

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Attachment C – Additional Special Conditions

LEFT BLANK INTENTIONALLY

Unit Deed (Workforce Housing)

THIS INDENTURE: made this –__ day of July, 2020.

BETWEEN Blue Star Enterprises, 26 Congress Street, Saratoga Springs, New York 12866, the “Grantor”, and Gisele Errichette “Grantee”, residing at 97 Elm Street, Watervliet, New York 12189.

WITNESSETH: That the grantor, in consideration of One-Hundred Seventy-Nine Thousand dollars (\$179,000.00), lawful money of the United States, paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever:

ALL THAT CERTAIN PIECE OR PARCE OF REAL PROPERTY, with the improvements thereon contained, situate and being a part of Condominium in the City of Saratoga Springs, County of Saratoga and State of New York, known and designated as the following Unit together with and undivided interest in the Common Elements of the Condominium hereafter described, as the same is defined in the Declaration of Condominium hereinafter referred to as:

Building Number 289 Jefferson Street, Unit # 18 together with a 4.7 % undivided interest in the Common Elements, together with one garage bay bearing the number 25.

Same property described in deed conveyed by 285 Jefferson LLC to Blue Star Enterprises LLC made by Grantor under Article 9B of The State of New York Real Property Law recorded in Saratoga County Clerk’s Office on the 8th day of August 2012 as instrument 2012029145.

The real property above described is defined in the Declaration of Condominium entitled 285 Jefferson LLC made by the Grantor under Article 9B of the New York Real Property Law recorded in the Saratoga County Clerk’s Office on the 6th day of September 2007, as Instrument No. 2007034650 covering the properties therein described.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit 18.

TOGETHER with and subject to all easements in favor of the Unit or in favor of other Units or Common Elements.

TOGETHER with and subject to an easement for the continuance of all encroachments by the Unit (s) on any adjoining Unit(s) or Common Elements now existing as a result of construction of the Building in which the Unit is located or which may come into existence hereafter as a result of settling or shifting of the building, or as a result of repair or restoration of the Building or of the Unit(s) after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the Common Elements, so that any such encroachments may remain so long as the Building shall stand:

TOGETHER with and subject to an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units or elsewhere on the Condominium Property, and serving the Unit(s):

TOGETHER with and subject by the provisions, benefits, rights, privileges, easements, burdens, covenants and restrictions of the Declaration and the By-Laws of the Condominium recorded simultaneously with and as a part of the Declaration as the same may be amended from time to time by instruments recorded in the Office of the Clerk of Saratoga County which provisions, together with any amendments thereto,

shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit , as though such provisions were recited and stipulated at length herein:

TOGETHER with the benefits and subject to the burdens of other easements, agreements, rights of way and restrictive covenants of record, if any:

AND subject to the terms, conditions, and restrictions of the Amended and Restated Declaration of Covenants and Restrictions of Stephen P. Ethier, 285 Jefferson Street, LLC dated February 8, 2006 and recorded in the Saratoga County Clerk's Office on February 16, 2006 in Book 1748 of deeds at page 312.

TO HAVE AND TO HOLD the same unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

AND, the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.

AND, the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND, the Grantor is making this transfer in the normal course of business and this Property does not constitute all or substantially all of the assets of the Grantor corporation.

AND, the Grantee, by acceptance of this deed, also accepts ratifies and agrees to be bound by the provisions of an Amended and Restated Declaration of Covenants and Restrictions relative to Work Force Housing which is dated February 8, 2006 and was recorded in the Saratoga County Clerk's Office February 16, 2006, in book 1748 of Deeds at page 312, and agrees to comply with all the terms and the provisions thereof as the same may be amended from time to time by instruments recorded in the Office of the Saratoga County Clerk;

AND, The City of Saratoga Springs has executed this deed in accordance with the terms and the provisions of Sections IV of the aforesaid Amended and Restate Declaration of Covenants and Restrictions relative to Workforce Housing:

AND, the Grantor covenants that the Grantee shall quietly enjoy said premises and that the Grantor will forever warrant the title to said premises.

The use for which the Unit is intended is that of residence for owner occupancy only, subject to the applicable governmental regulations and the restrictions contained in the Declaration.

BEING a portion of the same premises conveyed by 285 Jefferson, LLC to Bluestar Enterprises, LLC by deed dated August 7, 2012 and recorded in the Saratoga County Clerk's Office on August 8, 2012 as Instrument No. 2012029145.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and the year above written.

IN PRESENCE OF:

Blue Star Enterprises

By: _____
Stephen P. Ethier, Member

Gisele Errichetti

CITY OF SARATOGA SPRINGS

By: _____
Meg Kelly, Mayor

STATE OF NEW YORK

SS:

COUNTY OF

On the ____ day of ____ 20 ____, Before me, the undersigned personally appeared, **STEPHEN P. ETHIER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed on the within instrument and acknowledged to me that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public Signature

Print

Title or Office

Commission expiration

STATE OF NEW YORK

SS:

COUNTY OF

On the ____ day of ____ 20 ____, Before me, the undersigned personally appeared, **GISELE ERRICHETTI**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed on the within instrument and acknowledged to me that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public Signature

Print

Title or Office

Commission expiration

STATE OF NEW YORK

SS:

COUNTY OF

On the ____ day of ____ 20 ____, Before me, the undersigned personally appeared, **MEG KELLY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed on the within instrument and acknowledged to me that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public Signature

Print

Title or Office

Commission expiration



CITY OF SARATOGA SPRINGS

PLANNING & ECONOMIC DEVELOPMENT

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

Bradley Birge
Administrator
Susan Barden, AICP
Principal Planner
Amanda Tucker, RA
Senior Planner
Lindsey Connors, MPA
Community Development Planner
Jennifer Merriman
Land Use Board Coordinator

July 1, 2020

Gisele Errichetti
97 Elm Street
Watervliet, NY 12189

RE: Purchase of a “Workforce Unit” at 289 Jefferson Street Unit 18, Saratoga Springs

Dear Ms. Errichetti:

The “Amended and Restated Declaration of Covenants and Restrictions of Stephen Ethier 285 Jefferson Street”, dated February 8, 2006, filed with the Saratoga County Clerk on February 16, 2006, volume 01748, page 00312, as well as the pending “Second Amended and Restated Declaration of Covenants and Restrictions of Stephen Ethier”, approved by City Council on July 2, 2019, dedicates the sale of a percentage of units at 289 Jefferson Street subject to the requirements and workforce housing provisions contained within these Covenants.

I have reviewed the information submitted on your behalf and find the following:

1. Ms. Errichetti represents a 1-person household; that she intends to occupy the property year-round as her primary residence; and that Ms. Dunn is not claimed as a dependent on another person’s federal or state tax return.
2. Ms. Errichetti’s annual income is less than 80% of the 2020 Area Median Income for the Albany-Schenectady-Troy Metropolitan Statistical Area.
3. The dwelling unit sales price results in a monthly housing cost (including mortgage, insurance, property taxes, home-owner association fees, and approximate utility costs) that does not exceed one-twelfth of thirty-five percent of the maximum annual income for a 2-person household earning less than 80% of the Area Median Income.

Based upon the information reviewed, you meet the eligibility requirements for the purchase of a “workforce unit” at 289 Jefferson Street Unit 18, Saratoga Springs.

An appraisal, conducted by Jim Beaty on June 15, 2020, indicates an appraised value (“Market Value”) of \$190,000 for the subject unit. In accordance with the resale conditions stated in Section VI of the aforementioned Second Amended Covenant, the sales price (“Buyer’s Price”) of \$179,000 constitutes a “Buyer’s Interest” of 94% and the “City’s Interest” of 6%. In the event of resale of this unit, the resale price shall be the Buyer’s Interest multiplied by the current Market Value as an unrestricted unit at the time of resale.

Should you have any questions regarding the above information, please contact me at 587-3550 x2575.
Congratulations on your new home purchase!

Sincerely,

Lindsey A. Connors, MPA
Community Development Planner

Unit Deed (Workforce Housing)

THIS INDENTURE: made this –__ day of July, 2020.

BETWEEN Blue Star Enterprises, 26 Congress Street, Saratoga Springs, New York 12866, the “Grantor”, and Amy Dileone “Grantee”, residing at 156 Circular Street, Apt 3, Saratoga Springs, New York, 12866.

WITNESSETH: That the grantor, in consideration of One-Hundred Seventy-Nine Thousand dollars (\$179,000.00), lawful money of the United States, paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever:

ALL THAT CERTAIN PIECE OR PARCE OF REAL PROPERTY, with the improvements thereon contained, situate and being a part of Condominium in the City of Saratoga Springs, County of Saratoga and State of New York, known and designated as the following Unit together with and undivided interest in the Common Elements of the Condominium hereafter described, as the same is defined in the Declaration of Condominium hereinafter referred to as:

Building Number 289 Jefferson Street, Unit # 19 together with a 4.7 % undivided interest in the Common Elements, together with one garage bay bearing the number 12.

Same property described in deed conveyed by 285 Jefferson LLC to Blue Star Enterprises LLC made by Grantor under Article 9B of The State of New York Real Property Law recorded in Saratoga County Clerk’s Office on the 8th day of August 2012 as instrument 2012029145.

The real property above described is defined in the Declaration of Condominium entitled 285 Jefferson LLC made by the Grantor under Article 9B of the New York Real Property Law recorded in the Saratoga County Clerk’s Office on the 6th day of September 2007, as Instrument No. 2007034650 covering the properties therein described.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit 18.

TOGETHER with and subject to all easements in favor of the Unit or in favor of other Units or Common Elements.

TOGETHER with and subject to an easement for the continuance of all encroachments by the Unit (s) on any adjoining Unit(s) or Common Elements now existing as a result of construction of the Building in which the Unit is located or which may come into existence hereafter as a result of settling or shifting of the building, or as a result of repair or restoration of the Building or of the Unit(s) after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the Common Elements, so that any such encroachments may remain so long as the Building shall stand:

TOGETHER with and subject to an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units or elsewhere on the Condominium Property, and serving the Unit(s):

TOGETHER with and subject by the provisions, benefits, rights, privileges, easements, burdens, covenants and restrictions of the Declaration and the By-Laws of the Condominium recorded simultaneously with and as a part of the Declaration as the same may be amended from time to time by instruments recorded in the Office of the Clerk of Saratoga County which provisions, together with any amendments thereto,

shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit , as though such provisions were recited and stipulated at length herein:

TOGETHER with the benefits and subject to the burdens of other easements, agreements, rights of way and restrictive covenants of record, if any:

AND subject to the terms, conditions, and restrictions of the Amended and Restated Declaration of Covenants and Restrictions of Stephen P. Ethier, 285 Jefferson Street, LLC dated February 8, 2006 and recorded in the Saratoga County Clerk's Office on February 16, 2006 in Book 1748 of deeds at page 312.

TO HAVE AND TO HOLD the same unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

AND, the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.

AND, the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND, the Grantor is making this transfer in the normal course of business and this Property does not constitute all or substantially all of the assets of the Grantor corporation.

AND, the Grantee, by acceptance of this deed, also accepts ratifies and agrees to be bound by the provisions of an Amended and Restated Declaration of Covenants and Restrictions relative to Work Force Housing which is dated February 8, 2006 and was recorded in the Saratoga County Clerk's Office February 16, 2006, in book 1748 of Deeds at page 312, and agrees to comply with all the terms and the provisions thereof as the same may be amended from time to time by instruments recorded in the Office of the Saratoga County Clerk;

AND, The City of Saratoga Springs has executed this deed in accordance with the terms and the provisions of Sections IV of the aforesaid Amended and Restate Declaration of Covenants and Restrictions relative to Workforce Housing:

AND, the Grantor covenants that the Grantee shall quietly enjoy said premises and that the Grantor will forever warrant the title to said premises.

The use for which the Unit is intended is that of residence for owner occupancy only, subject to the applicable governmental regulations and the restrictions contained in the Declaration.

BEING a portion of the same premises conveyed by 285 Jefferson, LLC to Bluestar Enterprises, LLC by deed dated August 7, 2012 and recorded in the Saratoga County Clerk's Office on August 8, 2012 as Instrument No. 2012029145.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and the year above written.

IN PRESENCE OF:

Blue Star Enterprises

By: _____
Stephen P. Ethier, Member

Amy DiLeone

CITY OF SARATOGA SPRINGS

By: _____
Meg Kelly, Mayor

STATE OF NEW YORK

SS:

COUNTY OF

On the ____ day of _____ 20 ____, Before me, the undersigned personally appeared, **STEPHEN P. ETHIER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed on the within instrument and acknowledged to me that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public Signature

Title or Office

Print

Commission expiration

STATE OF NEW YORK

SS:

COUNTY OF

On the ____ day of _____ 20 ____, Before me, the undersigned personally appeared, **AMY DILEONE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed on the within instrument and acknowledged to me that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public Signature

Title or Office

Print

Commission expiration

STATE OF NEW YORK

SS:

COUNTY OF

On the ____ day of _____ 20 ____, Before me, the undersigned personally appeared, **MEG KELLY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed on the within instrument and acknowledged to me that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public Signature

Title or Office

Print

Commission expiration



CITY OF SARATOGA SPRINGS

PLANNING & ECONOMIC DEVELOPMENT



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

Bradley Birge
Administrator
Susan Barden, AICP
Principal Planner
Amanda Tucker, RA
Senior Planner
Lindsey Connors, MPA
Community Development Planner
Jennifer Merriman
Land Use Board Coordinator

July 1, 2020

Amy DiLeone
156 Circular Street Apt 3
Saratoga Springs, New York 12866

RE: Purchase of a “Workforce Unit” at 289 Jefferson Street Unit 19, Saratoga Springs

Dear Ms. DiLeone:

The “Amended and Restated Declaration of Covenants and Restrictions of Stephen Ethier 285 Jefferson Street”, dated February 8, 2006, filed with the Saratoga County Clerk on February 16, 2006, volume 01748, page 00312, as well as the pending “Second Amended and Restated Declaration of Covenants and Restrictions of Stephen Ethier”, approved by City Council on July 2, 2019, dedicates the sale of a percentage of units at 289 Jefferson Street subject to the requirements and workforce housing provisions contained within these Covenants.

I have reviewed the information submitted on your behalf and find the following:

1. Ms. DiLeone represents a 1-person household; that she intends to occupy the property year-round as her primary residence; and that Ms. Dunn is not claimed as a dependent on another person’s federal or state tax return.
2. Ms. DiLeone’s annual income is less than 100% of the 2020 Area Median Income for the Albany-Schenectady-Troy Metropolitan Statistical Area.
3. The dwelling unit sales price results in a monthly housing cost (including mortgage, insurance, property taxes, home-owner association fees, and approximate utility costs) that does not exceed one-twelfth of thirty-five percent of the maximum annual income for a 2-person household earning less than 100% of the Area Median Income.

Based upon the information reviewed, you meet the eligibility requirements for the purchase of a “workforce unit” at 289 Jefferson Street Unit 19, Saratoga Springs.

An appraisal, conducted by Jim Beaty on May 1, 2020, indicates an appraised value (“Market Value”) of \$205,000 for the subject unit. In accordance with the resale conditions stated in Section VI of the aforementioned Second Amended Covenant, the sales price (“Buyer’s Price”) of \$179,000 constitutes a “Buyer’s Interest” of 87% and the “City’s Interest” of 13%. In the event of resale of this unit, the resale price shall be the Buyer’s Interest multiplied by the current Market Value as an unrestricted unit at the time of resale.

Should you have any questions regarding the above information, please contact me at 587-3550 x2575.
Congratulations on your new home purchase!

Sincerely,

Lindsey A. Connors, MPA
Community Development Planner

Saratoga Springs
Department of Public Safety

Robin Dalton, Commissioner

Eileen Finneran, Deputy Commissioner

City Hall Saratoga Springs, New York 12866
518-587-3550



MEMO

TO: Commissioner Franck

FROM: Commissioner Dalton/Deputy Commissioner Finneran *ef*

DATE: 6/23/2020

RE: Extension of Award of Bid

Commissioner Franck,

The Department of Public Safety would like to extend the Award of Bid for RFP 2017-25, HVAC and Related Services with BPI Mechanical Services, Inc.

Please place on your agenda for the July 7, 2020 City Council Meeting.

Thank you,

Eileen J. Finneran

Department That Owns Award/Extension of Bid: PUBLIC SAFETY _____

Project or Item Being Awarded: _____

Item Being Extended: RFP 2017-25 HVAC AND RELATED SERVICES _____

Vendor Who Won the Bid: BPI MECHANICAL SERVICES, INC. _____

Budget Line Item: A-31-4-3014-54720 \$200.00

Budget Line Item: A-31-4-3124-54740 \$500.00

Budget Line Item: A-31-4-3314-54720 \$200.00

Budget Line Item: A-31-4-3414-54720 \$500.00

Assistant Purchasing Agent: Purchasing policy has X / has not _____ been followed in the selection of the winner of the bid or bid extension.


Assistant Purchasing Agent

10/25/2020
Date

Director of Risk and Safety: Vendor being awarded the bid or the bid being extended has X / has not _____ met all risk and insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.


Director of Risk and Safety

6/25/2020
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.**

Zimbra

lisa.ribis@saratoga-springs.org

Fwd: Contract Renewal HVAC & Plumbing Services

From : karen perrino <karen.perrino@saratoga-springs.org> Fri, Jun 26, 2020 11:39 AM
Subject : Fwd: Contract Renewal HVAC & Plumbing Services
To : Lisa Ribis <lisa.ribis@saratoga-springs.org>

Lisa,

Please see Dan Keating's email consent below:

Thanks!

*Karen V. Perrino
Department of Public Safety
474 Broadway 2nd Floor
Saratoga Springs, NY 12866
518-587-3550 Ext. 2625*

From: "Dan Keating" <dank@bpimechanicalservice.com>
To: "karen perrino" <karen.perrino@saratoga-springs.org>
Sent: Friday, June 26, 2020 11:37:18 AM
Subject: Re: Contract Renewal HVAC & Plumbing Services

Hi Karen,

Yes, we agree to the rates originally bid in the contract for the extension. If there are any questions please do not hesitate to contact me

Sent from my iPhone

On Jun 26, 2020, at 11:32 AM, karen perrino <karen.perrino@saratoga-springs.org> wrote:

Dan,

Would you be able to send me an email stating that you agree to renew these at the agreed hourly rate, per the bids RFP 2017-13 and RFP 2017-25? Council is requesting consent from you...

Thank you!

Karen V. Perrino

*Department of Public Safety
474 Broadway 2nd Floor
Saratoga Springs, NY 12866
518-587-3550 Ext. 2625*

From: "Dan Keating" <dank@bpimechanicalservice.com>
To: "karen perrino" <karen.perrino@saratoga-springs.org>
Cc: "Danielle Gailor" <danielle.willard@saratoga-springs.org>
Sent: Monday, June 22, 2020 12:24:21 PM
Subject: RE: Contract Renewal HVAC & Plumbing Services

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 Karen,

Please see attached and signed contract extensions

From: karen perrino <karen.perrino@saratoga-springs.org>
Sent: Thursday, June 18, 2020 9:30 AM
To: Dan Keating <dank@bpimechanicalservice.com>
Cc: Danielle Gailor <danielle.willard@saratoga-springs.org>
Subject: Contract Renewal HVAC & Plumbing Services

Good morning Dan!

I hope this finds you well! I am working on getting these contract renewals ready for the July 7th Council meeting, so that there is no lapse in the contracts. I have attached drafts for your review and signature, if you are agreeable to the terms.

We have your current insurance on file, I believe, so we should be good there. Let me know if you need anything from us, and thank you!

Karen V. Perrino

*Department of Public Safety
474 Broadway 2nd Floor
Saratoga Springs, NY 12866
518-587-3550 Ext. 2625*

Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.



City of Saratoga Springs, NY Contract

CCA 10/19/17

City Project Number: RFP 2017-25 City Project Name: HVAC Services
 City Department: Public Safety Department Contact Person: Karen Perrino City Ext. 2625
 Company Name: BPI Mechanical Services
 Company Address: 95 Hudson River Road, Waterford, NY 12188
 Company Telephone No.: 518-238-2383 Company Fax No.: _____
 Vendor and/or Service Provider Primary Contact: Daniel Keating Title: President
 Primary Contact Email: dank@bpimechanicalservice.com
 Service to be Provided: HVAC maintenance and other related 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 Plumbing Services, the Vendor and/or Service Provider submitted proposals dated 6/1/2017 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.

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. The contract term is for one (1) year from midnight Date of Council Award, 2017 to midnight One year after Council award, 2018. The City reserves the right to extend the contract for one (1) year from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor for up to five (5) years with contract renewals to occur annually by Council approval.

2. 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 the agreed hourly rate per the bid, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Public Safety is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Dan Keating. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor/Commissioner of Public Safety, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
 To Vendor and/or Service Provider: Dan Keating, BPI Mechanical Services

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.

CCA Extension 7/16/19

8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- A. For projects whose total value is between Zero and \$100,000:
- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - Excess Insurance: One Million Dollars per Occurrence Aggregate; AND
 - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - Excess Insurance: Three Million Dollars per Occurrence Aggregate; AND
 - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - Excess Insurance: Five Million Dollars per Occurrence Aggregate; AND
 - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of professional services:
- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - Excess Insurance: Five Million Dollars per Occurrence Aggregate;
 - Professional Errors and Omissions: One Million Dollars per Claim with Two Million Dollars Aggregate; AND
 - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability

for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as *Additional Insured on a primary and non-contributory basis prior* to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an *Additional Insured on a primary and non-contributory basis* for all those activities performed within its contracted activities for the contact as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- **Legal:** Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Right to organize:** Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.

16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 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.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and 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.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster, strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: [Signature] Date: 6-14-17

Print Name: DANIEL KEATINGE Title: PRO

City of Saratoga Springs' Signature: [Signature] Date: 6/20/17

Print Name: Joanne Yepsen Title: Mayor City Council Approval Date: 6-19-17

BPI Mechanical
95 Hudson River Rd.
Waterford, NY 12188

dank@bpimechanicalservice.com

Service Work

Certified HVAC Technician

Regular Working Hours

Overtime Hours

Sunday Working Hours

Holiday

HVAC Technician Helper

Regular Working Hours

Overtime Hours

Sunday Working Hours

Holiday

Emergency Work

Certified HVAC Technician

Regular Working Hours

Overtime Hours

Sunday Working Hours

Holiday

HVAC Technician Helper

Regular Working Hours

Overtime Hours

Sunday Working Hours

Holiday

Material Mark-Up from wholesale rates

8am-5pm M-F

5pm-8am M-F

5pm F-12 am Sat.

12am Sat.-8am M

5pm prior night-8am following day

8am-5pm M-F

5pm-8am M-F

5pm F-12 am Sat.

12am Sat.-8am M

5pm prior night-8am following day

8am-5pm M-F

5pm-8am M-F

5pm F-12 am Sat.

12am Sat.-8am M

5pm prior night-8am following day

8am-5pm M-F

5pm-8am M-F

5pm F-12 am Sat.

12am Sat.-8am M

5pm prior night-8am following day

\$82.00 /hr Meets

\$115.00 /hr requirements.

\$115.00 /hr

\$115.00 /hr

\$140.00 /hr

\$82.00 /hr

\$115.00 /hr

\$115.00 /hr

\$115.00 /hr

\$140.00 /hr

\$82.00 /hr

\$115.00 /hr

\$115.00 /hr

\$115.00 /hr

\$140.00 /hr

\$82.00 /hr

\$115.00 /hr

\$115.00 /hr

\$115.00 /hr

\$140.00 /hr

\$25.00 %

Meets

requirements.

Saratoga Springs
Department of Public Safety

Robin Dalton, Commissioner

Eileen Finneran, Deputy Commissioner

City Hall Saratoga Springs, New York 12866
518-587-3550



MEMO

TO: Commissioner Franck
FROM: Commissioner Dalton/Deputy Commissioner Finneran *ef*
DATE: 6/23/2020
RE: Extension of Award of Bid

Commissioner Franck,

The Department of Public Safety would like to extend the Award of Bid for RFP 2017-13, Plumbing and Related Services with BPI Mechanical Services, Inc.

Please place on your agenda for the July 7, 2020 City Council Meeting.

Thank you,

Eileen Finneran

Department That Owns Award/Extension of Bid: PUBLIC SAFETY _____

Project or Item Being Awarded: _____

Item Being Extended: RFP 2017-13 PLUMBING AND RELATED SERVICES _____

Vendor Who Won the Bid: BPI MECHANICAL SERVICES, INC. _____

Budget Line Item: A-31-4-3014-54720 \$200.00

Budget Line Item: A-31-4-3124-54740 \$500.00

Budget Line Item: A-31-4-3314-54720 \$200.00


Budget Line Item: A-31-4-3414-54720 \$500.00

Assistant Purchasing Agent: Purchasing policy has X / has not _____ been followed in the selection of the winner of the bid or bid extension.


Assistant Purchasing Agent

6/25/2020
Date

Director of Risk and Safety: Vendor being awarded the bid or the bid being extended has _____ / has not _____ met all risk and insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.


Director of Risk and Safety

6/25/2020
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.**

Zimbra

lisa.ribis@saratoga-springs.org

Fwd: Contract Renewal HVAC & Plumbing Services

From : karen perrino <karen.perrino@saratoga-springs.org> Fri, Jun 26, 2020 11:39 AM
Subject : Fwd: Contract Renewal HVAC & Plumbing Services
To : Lisa Ribis <lisa.ribis@saratoga-springs.org>

Lisa,

Please see Dan Keating's email consent below:

Thanks!

*Karen V. Perrino
Department of Public Safety
474 Broadway 2nd Floor
Saratoga Springs, NY 12866
518-587-3550 Ext. 2625*

From: "Dan Keating" <dank@bpimechanicalservice.com>
To: "karen perrino" <karen.perrino@saratoga-springs.org>
Sent: Friday, June 26, 2020 11:37:18 AM
Subject: Re: Contract Renewal HVAC & Plumbing Services

Hi Karen,

Yes, we agree to the rates originally bid in the contract for the extension. If there are any questions please do not hesitate to contact me

Sent from my iPhone

On Jun 26, 2020, at 11:32 AM, karen perrino <karen.perrino@saratoga-springs.org> wrote:

Dan,

Would you be able to send me an email stating that you agree to renew these at the agreed hourly rate, per the bids RFP 2017-13 and RFP 2017-25? Council is requesting consent from you...

Thank you!

Karen V. Perrino

*Department of Public Safety
474 Broadway 2nd Floor
Saratoga Springs, NY 12866
518-587-3550 Ext. 2625*

From: "Dan Keating" <dank@bpimechanicalservice.com>
To: "karen perrino" <karen.perrino@saratoga-springs.org>
Cc: "Danielle Gailor" <danielle.willard@saratoga-springs.org>
Sent: Monday, June 22, 2020 12:24:21 PM
Subject: RE: Contract Renewal HVAC & Plumbing Services

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 Karen,

Please see attached and signed contract extensions

From: karen perrino <karen.perrino@saratoga-springs.org>
Sent: Thursday, June 18, 2020 9:30 AM
To: Dan Keating <dank@bpimechanicalservice.com>
Cc: Danielle Gailor <danielle.willard@saratoga-springs.org>
Subject: Contract Renewal HVAC & Plumbing Services

Good morning Dan!

I hope this finds you well! I am working on getting these contract renewals ready for the July 7th Council meeting, so that there is no lapse in the contracts. I have attached drafts for your review and signature, if you are agreeable to the terms.

We have your current insurance on file, I believe, so we should be good there. Let me know if you need anything from us, and thank you!

Karen V. Perrino

*Department of Public Safety
474 Broadway 2nd Floor
Saratoga Springs, NY 12866
518-587-3550 Ext. 2625*

Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.

Proposals meeting the requirements of the City will be evaluated first on technical information (i.e. operational plan, company background, staffing & personnel biographies, relevant experience, references) and then on the cost proposal.

13. AWARD OF CONTRACT: REJECTION OF BIDS

If the Contract is awarded, it will be awarded to the responsive and responsible bidder submitting the best value bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The bidder to whom the award is made will receive by mail a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in its best interest.

All changes in the award contract effecting price and time must be brought to City Council for approval.

The contract term is for one (1) year from midnight Date of Council Award, 2017 to midnight One year after Council award, 2018. The City reserves the right to extend the contract for one (1) year from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor for up to five (5) years with contract renewals to occur annually by Council approval.

14. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

15. COMPLIANCE

Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause of discontinuing business with the successful bidder.

16. WAGES AND SALARIES

Attention of Bidders is called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in New York State Labor Law and the conditions of employment with respect to certain categories and classifications of employees.

All work is to be completed in accordance with the most current prevailing wage rate schedule. To view the PDF file of your schedule, copy and paste or type the following into your web browser:

<http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&i d=1270343>

17. CONTRACTOR COORDINATION

The successful Bidder will be required to cooperate with and coordinate all work with the successful Bidder for HVAC services associated with this plumbing contract.

CCA 2/21/17
CCA 5/1/18
CCA 7/16/19

Plumbing Services RFP 2017-13

BPI Mechanical

Daniel Keating

95 Hudson river Road

Waterford, NY 12188

dank@bpimechanicalservice.com

1A	Regular Working Hours	\$84.00	Requirements	Requirements
	Overtime Working Hours M-F	\$120.00	Met	Met
	Overtime Working Hours Saturday	\$120.00		
	Sunday Working Hours	\$140.00		
	Holiday	\$140.00		
1B	Regular Working Hours	\$84.00		
	Overtime Working Hours M-F	\$120.00		
	Overtime Working Hours Saturday	\$120.00		
	Sunday Working Hours	\$140.00		
	Holiday	\$140.00		
2A	Regular Working Hours	\$84.00		
	Overtime Working Hours M-F	\$120.00		
	Overtime Working Hours Saturday	\$120.00		
	Sunday Working Hours	\$140.00		
	Holiday	\$140.00		
2B	Regular Working Hours	\$84.00		
	Overtime Working Hours M-F	\$120.00		
	Overtime Working Hours Saturday	\$120.00		
	Sunday Working Hours	\$140.00		
	Holiday	\$140.00		
3	Material Markup	20%		



City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS
474 Broadway - City Hall
Saratoga Springs, New York 12866
Telephone 518-587-3550
Fax 518-587-6512

JOHN P. FRANCK
COMMISSIONER

MAIRE MASTERSON
DEPUTY COMMISSIONER

Award of Bid Sign-Off Form

Department That Owns Award of Bid: Department of Public Works

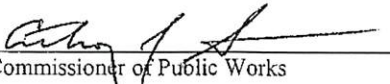
Project or Item Being Awarded: Sodium Hypochlorite (2020-12)

Item Being Extended: _____

Vendor Who Won the Bid: Surpass Chemical Co Inc.

Budget Line Item: F3638334-54141

Mayor/Commissioner: Please add to the July 7, 2020 City Council Agenda, the award of bid for "Sodium Hypochlorite" to Surpass Chemical Co Inc.


Commissioner of Public Works

7/1/20
Date

Assistant Purchasing Agent: Purchasing policy has X / has not _____ been followed in the selection of the winner of the bid.


Assistant Purchasing Agent

7/2/2020
Date

Director of Risk and Safety: Vendor being awarded the bid 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 Director of Risk and Safety.


Director of Risk and Safety

Date

An award 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.

Prior to an award of bid being placed on Commissioner Franck's agenda for a City Council meeting, this form must be completed and the following must occur:

- A memo from your department's Commissioner/Mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- The Assistant Purchasing Agent must review that the purchasing policy was followed in the selection of the vendor and indicate such by signing below (attach bid tabulation and if not lowest bidder attach justification explanation); and
- The Director of Risk and Safety must be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all risk and insurance requirements for the City of Saratoga Springs (attach copy of Executed Risk and Safety Agreement & Insurance Certificates that match Risk and Safety Agreement); and
- Approved certification of funds by the Finance Department (if applicable) must be obtained and the copy must be attached to this request; and
- Budget line item must be identified and indicated.

Sodium Hypochlorite IFB 2020-12

	Total Bid
Slack Chemical Co., Inc.	\$35,280.00
Kuehne Chemcial Co., Inc.	\$54,000.00
Surpass Chemcial Co., Inc.	\$34,120.00
Amrex Chemical Co., Inc.	\$38,400.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2020

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 Haylor, Freyer & Coon, Inc. P.O. Box 4743 Syracuse NY 13221		CONTACT NAME: Laura Orr PHONE (A/C, No, Ext): 315-451-1500 E-MAIL ADDRESS: certificates@haylor.com		FAX (A/C, No): 315-362-5712
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Illinois Union Insurance Company		27960
		INSURER B: ACE Fire Underwriters Ins. Co.		20702
		INSURER C: Federal Insurance Company		20281
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1881397888**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	APCG46871601003	2/28/2020	2/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PMUH0846800A003	2/28/2020	2/28/2021	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	XOOG46871595003	2/28/2020	2/28/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A C	Pollution Motor Truck Cargo	Y	Y	APCG46871601003 6696455	2/28/2020 2/28/2020	2/28/2021 2/28/2021	\$1,000,000 \$100,000 \$25,000 DED \$2,500 DED

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

General Liability Additional Insured as required by written contract. #PC-26849 (04/09), #PC-26852 (04/09), #PC-26851 (04/09).
General Liability Waiver of Subrogation as required by written contract. #PC-26741 (03/09)

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs
Department of Public Works
15 Vanderbilt Ave
Saratoga Springs NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 141104330
SURPASS CHEMICAL COMPANY INC
1254 BROADWAY
ALBANY NY 12204



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER SURPASS CHEMICAL COMPANY INC 1254 BROADWAY ALBANY NY 12204		CERTIFICATE HOLDER 2019-24 CITY OF SARATOGA SPRINGS DEPT OF PUBLIC WORKS 15 VANDERBILT AVE SARATOGA SPRINGS NY 12866	
POLICY NUMBER A 807 858-6	CERTIFICATE NUMBER 241295	POLICY PERIOD 01/01/2020 TO 01/01/2021	DATE 5/26/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 807 858-6, 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.

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.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1010288412

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

Named Insured Surpass Chemical Co Inc.			Endorsement Number 9
Policy Symbol APC	Policy Number G46871601003	Policy Period 2/28/2020-2/28/2021	Effective Date of Endorsement 2/28/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**CHUBB GL PLUS™ INSURANCE POLICY
COVERAGES A, B, C AND G**

SCHEDULE

As required by written contract signed by both parties prior to loss.

The Transfer of Rights of Recovery Against Others To Us Condition, (Section **V** – Conditions) is amended by addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Named Insured Surpass Chemical Co Inc.			Endorsement Number 10
Policy Symbol APC	Policy Number G46871601003	Policy Period 2/28/2020-2/28/2021	Effective Date of Endorsement 2/28/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB GL PLUS™ INSURANCE POLICY COVERAGES A, B, C AND G

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Any person or organization that you have agreed to include as an additional insured under a written contract provided such contract was executed prior to loss.

Section III – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

Named Insured Surpass Chemical Co Inc.			Endorsement Number 11
Policy Symbol APC	Policy Number G46871601003	Policy Period 2/28/2020-2/28/2021	Effective Date of Endorsement 2/28/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB GL PLUS™ INSURANCE POLICY COVERAGES A, B, C AND G

SCHEDULE

Person(s) or Organization(s)	Endorsement Number
As required by written contract signed by both parties prior to loss.	

(If no information is shown in the Schedule above, the Schedule shall read: "All person(s) or organization(s) included as additional insured through an endorsement(s) to this policy with the term "Additional Insured" in its title.)

For person(s) or organization(s) listed in the Schedule above that are also included as an additional insured under an endorsement attached to this policy, the following is added to Condition 7. Other Insurance, Coverage A, B, C and G, of Section V – Conditions:

If other valid and collectible insurance is available to an additional insured listed in the Schedule above for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the additional insured provided that you have specifically agreed in a written contract executed prior to the loss that this insurance must be primary and non-contributory with such other insurance issued directly to such additional insured.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

ADDITIONAL INSURED - VENDORS

Named Insured Surpass Chemical Co Inc.			Endorsement Number 12
Policy Symbol APC	Policy Number G46871601003	Policy Period 2/28/2020-2/28/2021	Effective Date of Endorsement 2/28/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB GL PLUS™ INSURANCE POLICY COVERAGES A, B AND C

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Vendor)	Your Products
Any person or organization that you have agreed to include as an additional insured under a written contract provided such contract was executed prior to loss.	All Products

Section III – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. 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 for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

All other terms and conditions of this policy remain unchanged.

Authorized Representative



City of Saratoga Springs

OFFICE OF COMMISSIONER OF FINANCE

MICHELE D. CLARK-MADIGAN
COMMISSIONER OF FINANCE

474 Broadway – City Hall
Saratoga Springs, New York 12866-2296
518-587-3550
Fax 518-580-0781

M. LYNN BACHNER
Budget Director

CHRISTINE A. GILLMETT-BROWN
Director of Finance

LAURA TOWNSEND
Receiver of Taxes

KAMERON KLIPPEL
Payroll Administrator

YVETTE SHAVER
Finance Department Assistant

TO: Mayor Kelly
Commissioner Dalton
Commissioner Scirocco
Commissioner Franck
Deputies, Managers
Marilyn Rivers, Director of Risk and Safety
Derrick LeGall, Recreation Commission
Ryan McMahon, City Center
Harvey Fox, SAD
Matt Jones, WASAD

CC: Christine Gillmett-Brown, Director of Finance
M. Lynn Bachner, Budget Director

FROM: Commissioner Madigan

DATE: July 6, 2020

2021 BUDGET CALL LETTER

Planning the budget for the 2021 fiscal year will be a different exercise than in years past. The City of Saratoga Springs has been accustomed to growing financial resources to match its excellent services and evolving initiatives. This year we join local governments all across the state and the nation in fulfilling our duties to protect the public health and welfare with a compromised albeit recovering economy and reduced funding sources.

The materials we are providing reflect these circumstances and are designed to guide each department in planning its best 2021 expense budget given the estimated revenue realities at this time.

This is no doubt a daunting task for each department and the City as a whole. Please be assured that as the economy evolves, budget plans for 2021 will follow suit. Council has until November 30th to approve its 2021 Budget, and Finance will continue to look for ways to increase revenue.

General Fund Revenue Estimates. Revenue estimates for FY2021 are the starting point this year. These have been made based on the best information that we have to date and will be updated as new data becomes available throughout the budget season. **At this time, the total anticipated revenue for FY 2021 is \$40,893,421.19. This is 16.1% less, or \$7,822,497, than the City had available in 2020.** It is comparable to the 2014 General Operating Budget.

A revenue spread sheet is attached. Assumptions include the following:

- ✓ Revenue most likely to be affected by economic conditions: 15% reduction.
- ✓ VLT Aid: reduction based on 2020 actual amount received.
- ✓ State Aid (AIM): reduction based on 2020 actual amount anticipated.

- ✓ NYRA General Admissions Tax: reduction based on 2019 actual amount received.
- ✓ Property Tax Increase: 5% increase; plus a 15% reduction in estimated annual collection. This is the first tax increase the City has experienced since my tenure began in 2012, and will necessitate an override to the Property Tax Cap (which requires a supermajority of the Council).
- ✓ Use of Reserves: As available (Building Reserve, Retirement Reserve, Reserve for bonded indebtedness, Insurance Reserve).
- ✓ Use of Fund Balance: Fund balance may not be available for use in the 2021 budget.

General Fund Expenditure Parameters: Departments have been allocated amounts of the total 2021 anticipated revenue based on the percentage of the 2020 total general fund budget that each commanded. **Each department has 16.1% less to work with than in 2020.**

EXPENSES: <i>Estimated 2021</i> General Fund EXPENSES by Department						
by Department	2020 Adopted Budget	Percent of Tot	2021 Requested Budget	2020-2021 Difference	Percent of Tot	Percent Chnge
Mayor	\$2,916,455.40	6.0%	\$2,448,149.28	-\$468,306.12	6.0%	-16.1%
Finance	\$3,331,151.57	6.8%	\$2,796,256.14	-\$534,895.43	6.8%	-16.1%
Public Works	\$11,263,844.48	23.1%	\$9,455,166.96	-\$1,808,677.52	23.1%	-16.1%
Public Safety	\$27,451,980.91	56.4%	\$23,043,913.95	-\$4,408,066.96	56.4%	-16.1%
Accounts	\$1,262,675.70	2.6%	\$1,059,923.15	-\$202,752.55	2.6%	-16.1%
Recreation	\$2,489,809.75	5.1%	\$2,090,011.71	-\$399,798.04	5.1%	-16.1%
TOTAL	\$48,715,917.81	100.0%	\$40,893,421.19	-\$7,822,496.62	100.0%	-16.1%

GUIDELINES

Below are guidelines to consult as you work through your budgets. Please do not hesitate to contact my department for assistance.

- **Benefits:** Retirement, health care and other insurance items will undoubtedly increase, due to both cost of living and COVID-19. As you work with your budgets, please account for an 8% increase for each of these items. The Finance Office, with assistance from Risk and Safety Management, will adjust these figures when actual amounts are available:

54773	Liability insurance
54774	Life insurance
54775	Self Insurance
54770	Disability insurance
58010	Hospitalization
58011	Vision
58040, 58020	Retirement (NYSPFRS, NYSERS)

The following lines can remain unchanged from 2020 amounts:

51001	Hospitalization opt-out
58013	HRA Admin Fee
58014	HRA Co-Pay Reimbursement

- **Unemployment:** Each individual department is responsible for calculating projected **Unemployment (54776)** expenditures. These may increase as well. Please allocate \$19,000.00 for each estimated annual obligation (39 weeks annual payout; \$504 max/per employee per week).
- **Sick Leave:** Each individual department is responsible for calculating projected **Sick Leave (51990)** expenditures.
 - ‘Sick Leave’ is used to budget for accumulated sick leave payout in the event of retirement or separation from the City. Please poll your department and plan as necessary.
- **Wage and Social Security.** Each individual department is responsible for calculating its **2021 salaries**, and the corresponding **Social Security (58030)**.
 - Salary lines should include ‘steps’, ‘longevity’, and contractual increases *if available*. If a contract has expired, use 2020 base amounts per the expired document, plus steps and longevity. Upgraded salaries due to contract settlements will be budgeted by Finance in its Contingency line (A3829999 59010).
 - Social Security is calculated by multiplying wages by 0.0765. There is usually one social security line per sub-department. Please contact Finance if you need assistance.
 - **Itemization:** For wage expense lines that include multiple employees, please include an itemized list or spread sheet describing each position, and salary, confirming the total wages requested.
- Please include an **itemization of expenditures** for the following expense line items:

54180	Other Supplies	52300	Miscellaneous Equipment
52100	Equipment	54720, 54726, 54740	Service Contracts
52400	Vehicles		
- **Department Organization Chart.** Please provide a **current organization chart** describing your department, including the total number of employees. In addition, include the number of employees (FT, PT, Seasonal) for each section. Finance can provide prior year charts for assistance.

SUMMARY

In accordance with Section 4.4.2 of the City Charter, attached please find the 2021 budget worksheets for your department or entity. You will find worksheets for revenue as well as expenditures that relate to your department or entity.

These worksheets include: 2019 Actual as of year-end 2019, 2020 Original (Adopted) Budget, 2020 Revised Budget, 2020 Actual Revenues and Expenses through approximately mid-June.

Please complete both the 2020 Projections and the 2021 Requests. Projecting the 2020 revenues and expenditures through the end of the year will assist with the review of 2021 budget requests.

Please return your Requested Budgets on the Budget Request Worksheets. Budget Request Worksheets must be submitted by:

12:00 PM on Tuesday, August 11, 2020

- **Once MUNIS input is complete, proofs of your requests will be provided to you for verification.**
- I will submit a proposed Comprehensive Budget at the City Council meeting on October 6, 2020. The first public hearing must occur on or before November 1st, and we will be well within compliance of this charter requirement.
- If there are any questions, please do not hesitate to contact the Budget Director or me. Thank you very much. In an unprecedented year of challenges, City Council will face down the 2021 budget together.

Sincerely,

Michele Madigan, Commissioner of Finance

REVENUE: *Estimated* 2021 General Fund REVENUES by Department

ACCOUNTS FOR:				2019	2020				
GENERAL FUND				ACTUAL REV Collected	ORIG REV BUDGET	2020 (COVID-19) Revised Rev Est.	Reduction	2021	
								Propsd Rev Est. 15%	% Reduction
1 MAYOR									
1 A031	41120	41120	NON PROPERTY TAX DIST C	0	\$0.00	0	0	0	
2 A041	41289	41289	CITY ATTORNEY FEES	-1400	-\$600.00	-\$250.00	\$350.00	-\$600.00	
3 A041	42010	42010	VISITOR CENETER FEES	0	\$0.00	0	0	0	
4 A041	42011	42011	UHAP GRANTS	0	\$0.00	0	0	0	
5 A041	42012	42012	EDUCATIONAL OUT REACH	0	\$0.00	0	0	0	
6 A041	42013	42013	UHAP RESERVE FUND	0	\$0.00	0	0	0	
7 A041	42015	42015	VC TOURS	0	\$0.00	0	0	0	
8 A041	42016	42016	VC CONCERT DONATIONS	0	\$0.00	0	0	0	
9 A041	42017	42017	VC BROCHURE MEMBERS	0	\$0.00	0	0	0	
10 A041	42018	42018	VC VENDING COMMISSION	0	\$0.00	0	0	0	
14 A041	42103	42103	BUILDING INSPECTION SER	-46750	-\$50,000.00	-\$20,833.33	\$29,166.67	-\$42,500.00	
15 A041	42109	42109	PLAN BD SPECIAL PROJECT	0	\$0.00	\$0.00	\$0.00	\$0.00	
16 A041	42110	42110	ZONING FEES	-23265	-\$23,000.00	-\$9,583.33	\$13,416.67	-\$19,550.00	
17 A041	42112	42112	SARATOGA HOSPITAL CAPF	0	\$0.00	\$0.00	\$0.00	\$0.00	
18 A041	42115	42115	PLANNING BOARD FEES	-85718.25	-\$100,000.00	-\$41,666.67	\$58,333.33	-\$85,000.00	
19 A041	42116	42116	PROJECT REVIEW FEES	0	\$0.00	\$0.00	\$0.00	\$0.00	
20 A041	42118	42118	DESIGN REVIEW FEES	-22400	-\$16,000.00	-\$6,666.67	\$9,333.33	-\$13,600.00	
21 A041	42172	42172	2016 HUD CONFERENCE	0	\$0.00	\$0.00	\$0.00	\$0.00	
22 A051	42220	42220	CIVIL SERVICE FEES	-38354	-\$50,000.00	-\$20,833.33	\$29,166.67	-\$42,500.00	
23 A061	42112	42112	SARATOGA HOSPITAL CAPF	0	\$0.00	\$0.00	\$0.00	\$0.00	
24 A061	42410	42410	LEASE OF PROPERTY	-14033	-\$15,000.00	-\$15,000.00	\$0.00	-\$15,000.00	
25 A071	42555	42555	BUILDING PERMITS	-488976.6	-\$575,000.00	-\$239,583.33	\$335,416.67	-\$488,750.00	
26 A071	42556	42556	TEMPORARY CO	-3399.75	-\$2,000.00	-\$833.33	\$1,166.67	-\$1,700.00	
27 A071	42557	42557	BUILDING COPY FEE	-916.5	-\$1,000.00	-\$416.67	\$583.33	-\$850.00	
28 A071	42565	42565	PLUMBING FEES	-1300	-\$1,000.00	-\$1,000.00	\$0.00	-\$850.00	
29 A081	42614	42614	BUILDING CODE FINES	-13025	-\$20,000.00	-\$8,333.33	\$11,666.67	-\$17,000.00	
30 A091	42680	42680	INSURANCE RECOVERY	-130	\$0.00	\$0.00	\$0.00	\$0.00	
31 A091	42681	42681	HOSP REIMB COBRA	0	\$0.00	\$0.00	\$0.00	\$0.00	
32 A091	42682	42682	EMPLOYEE HOSPITALIZATI	-31208.45	-\$27,373.39	-\$27,373.39	\$0.00	-\$27,373.39	
33 A091	42684	42684	DENTAL REIMBURSEMENT	-7695.77	-\$7,841.00	-\$7,841.00	\$0.00	-\$7,841.00	
34 A091	42690	42690	WORKMAN'S COMPENSAT	0	\$0.00	\$0.00	\$0.00	\$0.00	
35 A091	42692	42692	DISABILITY CONTRIBUTION	-453.24	-\$431.00	-\$431.00	\$0.00	-\$431.00	
36 A101	42011	42011	UHAP GRANTS	0	\$0.00	\$0.00	\$0.00	\$0.00	
37 A101	42019	42019	SPAF 2010 BEEKMAN STRE	0	\$0.00	\$0.00	\$0.00	\$0.00	
38 A101	42020	42020	SPAF 2010 BALLET GRANT	0	\$0.00	\$0.00	\$0.00	\$0.00	
39 A101	42389	42389	MISC REVENUE OTHER GO'	0	\$0.00	\$0.00	\$0.00	\$0.00	
40 A101	42557	42557	BUILDING COPY FEE	0	\$0.00	\$0.00	\$0.00	\$0.00	
41 A101	42705	42705	GIFTS AND DONATIONS	0	\$0.00	\$0.00	\$0.00	\$0.00	
42 A101	42730	42730	VC DONATIONS	0	\$0.00	\$0.00	\$0.00	\$0.00	
43 A101	42773	42773	OPED MISCELLANEOUS REY	0	\$0.00	\$0.00	\$0.00	\$0.00	
44 A101	42775	42775	COUNTY CONT VIETNAM A	0	\$0.00	\$0.00	\$0.00	\$0.00	
45 A101	42776	42776	MEMORIAL DAY PARADE C	0	\$0.00	\$0.00	\$0.00	\$0.00	
46 A111	42113	42113	DRC CL GRANT NYS	0	\$0.00	\$0.00	\$0.00	\$0.00	
47 A111	43076	43076	HERITAGE AREA MANGEM	0	\$0.00	\$0.00	\$0.00	\$0.00	
48 A111	43077	43077	URBAN FORESTRY GRANT \	0	\$0.00	\$0.00	\$0.00	\$0.00	
49 A111	43088	43088	NYSOPRHP GRANT	0	\$0.00	\$0.00	\$0.00	\$0.00	
50 A111	43089	43089	COMMUNITY PROJECTS GF	-2971.6	\$0.00	\$0.00	\$0.00	\$0.00	
52 A111	43910	43910	NYSERDA GRANT COMMUI	0	\$0.00	\$0.00	\$0.00	\$0.00	
53 A111	43911	43911	NYSDEC ZEV GRANT	0	\$0.00	\$0.00	\$0.00	\$0.00	
54 A111	43992	43992	NYSERDA SUSTAINABILITY	0	\$0.00	\$0.00	\$0.00	\$0.00	
55 A121	42113	42113	DRC CLG GRANT REVENUE	0	\$0.00	\$0.00	\$0.00	\$0.00	
56 A121	44089	44089	FEDERAL AID OTHER	0	\$0.00	\$0.00	\$0.00	\$0.00	
57 A121	44329	44329	BIKE SAFETY GRANT CDTC	0	\$0.00	\$0.00	\$0.00	\$0.00	
58 A121	44910	44910	FEDERAL AID CD ACT	0	\$0.00	\$0.00	\$0.00	\$0.00	
59 A141	45032	45032	INTERFUND TRANSFER COI	-54043.95	-\$61,000.00	-\$61,000.00	\$0.00	-\$61,000.00	
TOTAL	MAYOR			-923591.1	-\$1,046,245.39			-\$906,145.39	86.61%

GENERAL FUND			ACTUAL REV Collected	ORIG REV BUDGET	2020 (COVID-19) Revised Rev Est.	Reduction	2021 Propsd Rev Est. 15%	% Reduction
2 COMMISSIONER OF FINANCE								
60	A012	40000 40000	FUND BALANCE APPLIED TO	0	\$0.00	\$0.00	\$0.00	\$0.00
61	A012	40511 40511	USE OF RESTRICTED FUND	0	-\$600,000.00	-\$600,000.00	\$0.00	-\$600,000.00 reserves
62	A012	40512 40512	USE OF ASSIGNED FUND BALANCE	0	\$0.00	\$0.00	\$0.00	\$0.00
63	A012	40599 40599	USE OF UNASSIGNED FUND BALANCE	0	-\$2,149,073.81	-\$2,149,073.81	\$0.00	\$0.00
64	A012	40962 40962	BUDGETARY PROVISIONS FUND	0	\$0.00	\$0.00	\$0.00	\$0.00
65	A012	41001 41001	REAL PROPERTY TAXES	-16137040	-\$17,129,408.52	-\$12,889,670.30	\$4,239,738.21	-\$14,559,997.24 5% tax levy/rate increase
66	A022	41030 41030	BIRCH RUN SPECIAL DISTRICT	-64750	-\$66,500.00	-\$66,500.00	\$0.00	-\$66,500.00
67	A022	41031 41031	MORGAN STREET BIRCH RUN	-126000	-\$100,800.00	-\$100,800.00	\$0.00	-\$100,800.00
68	A022	41032 41032	INTERLAKEN SAD	0	\$0.00	\$0.00	\$0.00	\$0.00
69	A022	41080 41080	PAYMENT IN LIEU OF TAXES	-145476	-\$155,618.00	-\$155,618.00	\$0.00	-\$155,618.00
70	A022	41081 41081	EXEMPT TO NON EXEMPT	0	\$0.00	\$0.00	\$0.00	\$0.00
71	A022	41090 41090	INT AND PENALTIES ON PR	-298077.7	-\$259,900.00	-\$259,900.00	\$0.00	-\$259,900.00
72	A032	41110 41110	SALES TAX	-13443262	-\$13,550,000.00	-\$5,645,833.33	\$7,904,166.67	-\$11,517,500.00
73	A032	41111 41111	UTILITIES TAX	-407685.3	-\$400,000.00	-\$400,000.00	\$0.00	-\$400,000.00
74	A032	41113 41113	HOTEL OCCUPANCY TAX	-662962.7	-\$676,000.00	-\$281,666.67	\$394,333.33	-\$574,600.00
75	A032	41120 41120	COUNTY SURPLUS DISTRIBUTION	-364097	-\$364,000.00	-\$364,000.00	\$0.00	-\$364,000.00
76	A032	41132 41132	HARNESS ADMISSIONS TAX	-49.86	\$0.00	\$0.00	\$0.00	\$0.00
77	A032	41135 41135	NYRA ADMISSIONS TAX	-428734.5	-\$723,300.00	\$0.00	\$723,300.00	-\$430,000.00
78	A032	41150 41150	OTB SURCHARGE	0	\$0.00	\$0.00	\$0.00	\$0.00
79	A032	41170 41170	FRANCHISE TAX	-579750.4	-\$561,000.00	-\$561,000.00	\$0.00	-\$561,000.00
80	A032	41188 41188	COUNTY DIST LANDFILL PR	-118492.3	-\$20,000.00	-\$20,000.00	\$0.00	-\$20,000.00
82	A032	41190 41190	INTEREST ON NON PROPE	0	\$0.00	\$0.00	\$0.00	\$0.00
83	A042	41230 41230	FINANCE FEES	-73096.5	-\$75,000.00	-\$31,250.00	\$43,750.00	-\$63,750.00
84	A042	41232 41232	TAX SEARCH CHARGES	-2010	-\$2,700.00	-\$1,125.00	\$1,575.00	-\$2,295.00
85	A042	41235 41235	ADVERTISING TAX SALE	-5505	-\$4,500.00	-\$1,875.00	\$2,625.00	-\$3,825.00
87	A062	42401 42401	INTEREST ON INVESTMENT	-64567.15	-\$50,000.00	-\$20,833.33	\$29,166.67	-\$42,500.00
88	A092	42661 42661	SALE OF REAL PROPERTY	0	\$0.00	\$0.00	\$0.00	\$0.00
89	A092	42680 42680	INSURANCE RECOVERY	0	\$0.00	\$0.00	\$0.00	\$0.00
90	A092	42681 42681	HOSP REIMB COBRA	-329.94	-\$550.00	-\$550.00	\$0.00	-\$550.00
91	A092	42682 42682	EMPLOYEE HOSPITALIZATI	-15591.94	-\$14,689.70	-\$14,689.70	\$0.00	-\$14,689.70
92	A092	42684 42684	DENTAL REIMBURSEMENT	-2983.1	-\$3,537.00	-\$3,537.00	\$0.00	-\$3,537.00
93	A092	42690 42690	WORKMAN'S COMPENSAT	-306	\$0.00	\$0.00	\$0.00	\$0.00
94	A092	42692 42692	DISABILITY CONTRIBUTION	-1133.26	-\$269.00	-\$269.00	\$0.00	-\$269.00
95	A102	42701 42701	REFUND CURRENT YEAR EX	-6085.01	\$0.00	\$0.00	\$0.00	\$0.00
96	A102	42702 42702	REFUND PRIOR YEAR EXPE	-27880.01	\$0.00	\$0.00	\$0.00	\$0.00
97	A102	42705 42705	GIFTS AND DONATIONS	-50	\$0.00	\$0.00	\$0.00	\$0.00
98	A102	42713 42713	REWARD FUND	0	\$0.00	\$0.00	\$0.00	\$0.00
99	A102	42720 42720	DONATIONS 4TH OF JULY	0	\$0.00	\$0.00	\$0.00	\$0.00
100	A102	42725 42725	VLT AID	-2325592	-\$2,325,592.00	-\$1,860,473.60	\$465,118.40	-\$1,860,473.60
101	A102	42770 42770	MISCELLANEOUS REVENUE	-1480	\$0.00	\$0.00	\$0.00	\$0.00
102	A112	43001 43001	STATE AID REVENUE SHARI	-1649701	-\$1,649,701.00	-\$1,319,760.80	\$329,940.20	-\$1,402,245.85
103	A112	43005 43005	MORTGAGE TAX	-1969124	-\$1,600,000.00	-\$666,666.67	\$933,333.33	-\$1,360,000.00
104	A112	43089 43089	OTHER STATE AID	0	\$0.00	\$0.00	\$0.00	\$0.00
105	A122	41801 41801	RETIREE DRUG SUBSIDY	0	\$0.00	\$0.00	\$0.00	\$0.00
106	A122	44089 44089	FEDERAL AID OTHER	0	\$0.00	\$0.00	\$0.00	\$0.00
107	A122	44910 44910	FEDERAL AID CD ACT	0	\$0.00	\$0.00	\$0.00	\$0.00
109	A142	45032 45032	INTERFUND TRANSFER COI	0	\$0.00	\$0.00	\$0.00	\$0.00
110	A142	45033 45033	INTERFUND TRANSFER	-2106	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			COMMISSIONER OF FINANCE	-38923918	-\$41,489,714.51		\$41,489,714.51	-\$34,364,050.39 82.83%

GENERAL FUND			ACTUAL REV Collected	ORIG REV BUDGET	2020 (COVID-19) Revised Rev Est.	Reduction	2021 Propsd Rev Est. 15%	% Reduction
3 COMMISSIONER OF PUBLIC WORKS								
111 A043	41580 41580	RESTITUTION CHARGES	-855	\$0.00	\$0.00	\$0.00	\$0.00	
112 A043	41710 41710	PUBLIC WORKS SERVICES	-54716.38	-\$40,000.00	-\$16,666.67	\$23,333.33	-\$34,000.00	
113 A043	41711 41711	COMPOST BARREL FEES	0	\$0.00	\$0.00	\$0.00	\$0.00	
114 A043	41715 41715	HAZARDOUS WASTE REVEI	0	\$0.00	\$0.00	\$0.00	\$0.00	
115 A043	42027 42027	NATIONAL GRID RENT	0	\$0.00	\$0.00	\$0.00	\$0.00	
116 A043	42090 42090	CAROUSEL SALES	-53004.53	-\$45,000.00	-\$6,000.00	\$39,000.00	-\$38,250.00	
117 A043	42100 42100	ENGINEERING SERVICES	-926.36	-\$100.00	-\$41.67	\$58.33	-\$85.00	
118 A043	42101 42101	ENGINEERING COPY FEES	0	\$0.00	\$0.00	\$0.00	\$0.00	
119 A043	42116 42116	PROJECT REVIEW FEES	-8280	-\$15,000.00	-\$6,250.00	\$8,750.00	-\$12,750.00	
120 A043	42130 42130	TRANSFER STATION BAGS	-165082.9	-\$155,000.00	-\$64,583.33	\$90,416.67	-\$131,750.00	
121 A043	42158 42158	STORM WATER POLLUTION	-10684.55	\$0.00	\$0.00	\$0.00	\$0.00	
122 A043	42652 42652	COMPOST MATERIAL SALE	-23012	-\$35,000.00	-\$14,583.33	\$20,416.67	-\$29,750.00	
123 A053	42230 42230	GAS REIMBURSEMENT	-1502.78	\$0.00	\$0.00	\$0.00	\$0.00	
124 A053	42231 42231	COUNTY AID TRANSFER ST	-35690.58	-\$35,000.00	-\$14,583.33	\$20,416.67	-\$29,750.00	
125 A063	42027 42027	NATIONAL GRID RENT	-194760	-\$194,760.00	-\$194,760.00	\$0.00	-\$194,760.00	
126 A063	42411 42411	RENTAL CASINO CITY HALL	-277410	-\$380,000.00	-\$38,000.00	\$342,000.00	-\$323,000.00	
127 A063	42412 42412	CASINO CHAIR RENTAL	-3982.44	-\$6,000.00	-\$2,500.00	\$3,500.00	-\$5,100.00	
128 A073	42560 42560	STREET OPENING PERMITS	-38066.25	-\$22,000.00	-\$9,166.67	\$12,833.33	-\$18,700.00	
129 A093	42650 42650	SALE OF SCRAP	-1252.78	\$0.00	\$0.00	\$0.00	\$0.00	
130 A093	42655 42655	DPW BAG SALES	0	\$0.00	\$0.00	\$0.00	\$0.00	
131 A093	42665 42665	SALE OF EQUIPMENT	0	\$0.00	\$0.00	\$0.00	\$0.00	
132 A093	42680 42680	INSURANCE RECOVERY	-237477.8	\$0.00	\$0.00	\$0.00	\$0.00	
133 A093	42681 42681	HOSP REIMB COBRA	0	\$0.00	\$0.00	\$0.00	\$0.00	
134 A093	42682 42682	EMPLOYEE HOSPITALIZATI	-142313	-\$151,414.32	-\$151,414.32	\$0.00	-\$151,414.32	
135 A093	42684 42684	DENTAL REIMBURSEMENT	-22667.41	-\$23,060.00	-\$23,060.00	\$0.00	-\$23,060.00	
136 A093	42690 42690	WORKMAN'S COMPENSAT	-3871.6	\$0.00	\$0.00	\$0.00	\$0.00	
137 A093	42692 42692	DISABILITY CONTRIBUTION	-651.6	-\$600.00	-\$600.00	\$0.00	-\$600.00	
138 A103	42101 42101	ENGINEERING COPY FEES	0	\$0.00	\$0.00	\$0.00	\$0.00	
139 A103	42389 42389	MISC REVENUE OTHER GO	0	\$0.00	\$0.00	\$0.00	\$0.00	
140 A103	42701 42701	REFUND CURRENT YEAR EX	-9045.35	-\$45,000.00	-\$45,000.00	\$0.00	-\$45,000.00	
141 A103	42705 42705	GIFTS AND DONATIONS	-1500	\$0.00	\$0.00	\$0.00	\$0.00	
142 A103	42707 42707	CAROUSEL FUND	-652	\$0.00	\$0.00	\$0.00	\$0.00	
143 A103	42708 42708	VETERANS WALK OF HONC	0	\$0.00	\$0.00	\$0.00	\$0.00	
144 A103	42711 42711	SAD REIMBURSEMENT TO	-17200.5	-\$15,000.00	-\$15,000.00	\$0.00	-\$15,000.00	
145 A103	42714 42714	ITALIAN GARDEN DONATIC	0	\$0.00	\$0.00	\$0.00	\$0.00	
146 A103	42724 42724	911 MEMEORIAL DONATIC	-710.25	\$0.00	\$0.00	\$0.00	\$0.00	
147 A103	42726 42726	REIMBURSEMENT LABOR E	-2174	\$0.00	\$0.00	\$0.00	\$0.00	
148 A103	42731 42731	CURBS AND SIDEWALKS	0	\$0.00	\$0.00	\$0.00	\$0.00	
149 A113	43021 43021	COURT FACILITIES AID	-31307	-\$15,200.00	-\$15,200.00	\$0.00	-\$15,200.00	
150 A113	43089 43089	OTHER STATE AID	-8396.89	\$0.00	\$0.00	\$0.00	\$0.00	
151 A113	43501 43501	STATE AID CHIPS PROGRAM	-842704.7	-\$400,000.00	-\$320,000.00	\$80,000.00	-\$340,000.00	
152 A123	44089 44089	FEDERAL AID OTHER	0	\$0.00	\$0.00	\$0.00	\$0.00	
153 A123	44587 44587	FEMA AID	0	\$0.00	\$0.00	\$0.00	\$0.00	
154 A123	44589 44589	FEMA SNOW STORM AID D	0	\$0.00	\$0.00	\$0.00	\$0.00	
155 A143	45032 45032	INTERFUND TRANSFER COI	0	\$0.00	\$0.00	\$0.00	\$0.00	
156 A153	41721 41721	CHARGES FOR PARKING	0	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL	COMMISSIONER OF PUBLIC		-2189899	-\$1,578,134.32		\$1,578,134.32	-\$1,408,169.32	89.23%

GENERAL FUND			ACTUAL REV Collected	ORIG REV BUDGET	2020 (COVID-19) Revised Rev Est.	Reduction	2021 Propsd Rev Est.	% Reduction
							15%	
4 COMMISSIONER OF PUBLIC SAFETY								
157 A024	41082	41082	NAVY PILOT	-123289.9	-\$113,842.00	-\$113,842.00	\$0.00	-\$113,842.00
158 A044	41520	41520	FINGERPRINT FEES	-2600	-\$7,000.00	-\$2,916.67	\$4,083.33	-\$5,950.00
159 A044	41540	41540	FIRE INSPECTION FEES	-53905	-\$115,000.00	-\$47,916.67	\$67,083.33	-\$97,750.00
160 A044	41541	41541	FIRE SERVICES	-30868.44	-\$20,000.00	-\$8,333.33	\$11,666.67	-\$17,000.00
161 A044	41580	41580	RESTITUTION CHARGES	-634	\$0.00	\$0.00	\$0.00	\$0.00
162 A044	41586	41586	VACANT REGISTRATIONS	-25900	-\$23,000.00	-\$9,583.33	\$13,416.67	-\$19,550.00
163 A044	41587	41587	DUMPSTER/RIGHT OF WAY	-10645	-\$10,000.00	-\$4,166.67	\$5,833.33	-\$8,500.00
164 A044	41588	41588	PUBLIC SAFETY OTHER	-12848.15	-\$7,000.00	-\$2,916.67	\$4,083.33	-\$5,950.00
165 A044	41589	41589	PARKING TICKET VIOLATIO	-1395	-\$1,500.00	-\$625.00	\$875.00	-\$1,275.00
166 A044	41603	41603	VITAL STATISTICS	0	\$0.00	\$0.00	\$0.00	\$0.00
167 A044	41640	41640	AMBULANCE TRANSPORT (-1124551	-\$1,315,000.00	-\$547,916.67	\$767,083.33	-\$1,117,750.00
168 A044	41641	41641	AMBULANCE ADVANCED L	-15032.9	-\$14,000.00	-\$5,833.33	\$8,166.67	-\$11,900.00
169 A054	42232	42232	COUNTY AID HAZ MAT	-5750	-\$5,750.00	-\$2,395.83	\$3,354.17	-\$4,887.50
170 A054	42260	42260	POLICE SERVICES	-99607.9	-\$40,000.00	-\$16,666.67	\$23,333.33	-\$34,000.00
171 A054	42268	42268	ANIMAL SHELTER FEES	-650	-\$500.00	-\$500.00	\$0.00	-\$500.00
172 A054	44325	44325	COPS IN SCHOOL	-53515.84	-\$65,000.00	-\$65,000.00	\$0.00	-\$65,000.00
173 A064	42413	42413	RENTAL WEST AVENUE FIR	-30000	-\$35,000.00	-\$35,000.00	\$0.00	-\$35,000.00
174 A074	42554	42554	CODE ENFORCEMENT PERI	0	\$0.00	\$0.00	\$0.00	\$0.00
175 A084	42262	42262	FIRE SERVICES FALSE ALAR	-16952.5	-\$17,000.00	-\$7,083.33	\$9,916.67	-\$14,450.00
176 A084	42610	42610	FINES & FORFEITED BAIL	-93078.07	-\$125,000.00	-\$52,083.33	\$72,916.67	-\$106,250.00
178 A084	42612	42612	TRUCK ENFORCEMENT FIN	0	\$0.00	\$0.00	\$0.00	\$0.00
179 A084	42613	42613	PARKING TICKET REVENUE	-519900	-\$650,000.00	-\$270,833.33	\$379,166.67	-\$552,500.00
180 A084	42620	42620	CODE VIOLATION REIMBU	0	-\$10,000.00	-\$4,166.67	\$5,833.33	-\$8,500.00
181 A084	42621	42621	APARTMENT INSPECTION F	0	\$0.00	\$0.00	\$0.00	\$0.00
182 A094	42651	42651	SALE OF BIKES & OTHER GC	-20357	\$0.00	\$0.00	\$0.00	\$0.00
183 A094	42664	42664	SALE OF VEHICLES DPS	0	\$0.00	\$0.00	\$0.00	\$0.00
184 A094	42680	42680	INSURANCE RECOVERY	-43066.37	\$0.00	\$0.00	\$0.00	\$0.00
185 A094	42681	42681	HOSP REIMB COBRA	0	\$0.00	\$0.00	\$0.00	\$0.00
186 A094	42682	42682	EMPLOYEE HOSPITALIZATI	-234027.8	-\$256,987.62	-\$256,987.62	\$0.00	-\$256,987.62
187 A094	42684	42684	DENTAL REIMBURSEMENT	-34926.87	-\$40,528.00	-\$40,528.00	\$0.00	-\$40,528.00
188 A094	42685	42685	INSURANCE RECOVERIES C	-4654.69	-\$2,500.00	-\$2,500.00	\$0.00	-\$2,500.00
189 A094	42690	42690	WORKMAN'S COMPENSAT	-71417	-\$70,000.00	-\$70,000.00	\$0.00	-\$70,000.00
190 A094	42691	42691	OTHER COMPENSATION FC	0	\$0.00	\$0.00	\$0.00	\$0.00
191 A094	42692	42692	DISABILITY CONTRIBUTION	-736.55	-\$700.00	-\$700.00	\$0.00	-\$700.00
192 A104	41570	41570	ZOMBIE GRANT LISC	-64250	\$0.00	\$0.00	\$0.00	\$0.00
193 A104	42701	42701	REFUND CURRENT YEAR EX	0	\$0.00	\$0.00	\$0.00	\$0.00
194 A104	42712	42712	DARE DONATIONS	0	\$0.00	\$0.00	\$0.00	\$0.00
195 A104	42715	42715	DONATIONS DPS	-11500	\$0.00	\$0.00	\$0.00	\$0.00
196 A104	42716	42716	K-9 DONATIONS	0	\$0.00	\$0.00	\$0.00	\$0.00
197 A104	42722	42722	COMMUNITY OUTREACH P	0	\$0.00	\$0.00	\$0.00	\$0.00
198 A104	42727	42727	SPECIAL EVENTS OT REIMB	-75924.82	-\$55,000.00	-\$3,666.67	\$51,333.33	-\$46,750.00
199 A104	42728	42728	SPECIAL EVENTS REIMB OT	-54368.52	-\$108,000.00	-\$7,200.00	\$100,800.00	-\$91,800.00
200 A104	42729	42729	SPECIAL EVENTS REIMB OT	-7807.5	-\$10,000.00	-\$4,166.67	\$5,833.33	-\$8,500.00
203 A114	43310	43310	JUVENILE AID STATE AID	0	\$0.00	\$0.00	\$0.00	\$0.00
204 A114	43311	43311	NYS CANINE TARINING GR	0	\$0.00	\$0.00	\$0.00	\$0.00
205 A114	43312	43312	VEST HELMET RIFLE GRANT	0	\$0.00	\$0.00	\$0.00	\$0.00
207 A114	43314	43314	STATE GRANT DPS VEHICLE	0	\$0.00	\$0.00	\$0.00	\$0.00
208 A114	43315	43315	CAP DIST DRUG ENF TASK F	0	\$0.00	\$0.00	\$0.00	\$0.00
209 A114	43316	43316	STATE AID IMPACT TOOLS	0	\$0.00	\$0.00	\$0.00	\$0.00
210 A114	43326	43326	AGGRESIVE DRIVING GRAN	0	\$0.00	\$0.00	\$0.00	\$0.00
211 A114	43388	43388	NYS LEGISLATIVE GRANT FI	0	\$0.00	\$0.00	\$0.00	\$0.00
212 A114	43389	43389	STATE AID DWI	-39000	-\$39,000.00	-\$39,000.00	\$0.00	-\$39,000.00
213 A114	43397	43397	DARE STATE AID	0	\$0.00	\$0.00	\$0.00	\$0.00
214 A114	43398	43398	STATE AID DOH EMS TRAIN	-2900	-\$6,350.00	-\$6,350.00	\$0.00	-\$6,350.00
215 A114	43589	43589	STATE AID TRANSPORTATI	0	\$0.00	\$0.00	\$0.00	\$0.00
216 A114	43960	43960	STATE AID EMERGENCY RE	0	\$0.00	\$0.00	\$0.00	\$0.00
217 A124	43312	43312	VEST GRANT FEDERAL	-5786.36	\$0.00	\$0.00	\$0.00	\$0.00
218 A124	43315	43315	CAP DIST DRUG ENF TASK F	-17226.36	-\$15,000.00	-\$15,000.00	\$0.00	-\$15,000.00
219 A124	43317	43317	FBI CHILD EXPLOTATI TASK	0	\$0.00	\$0.00	\$0.00	\$0.00
220 A124	43327	43327	STEP GRANT 20.600	0	\$0.00	\$0.00	\$0.00	\$0.00
221 A124	44089	44089	FEDERAL AID OTHER	0	\$0.00	\$0.00	\$0.00	\$0.00
222 A124	44320	44320	LOCAL LAW ENFORCEMEN	0	\$0.00	\$0.00	\$0.00	\$0.00
224 A124	44324	44324	COPS MORE GRANT	0	\$0.00	\$0.00	\$0.00	\$0.00

GENERAL FUND			ACTUAL REV Collected	ORIG REV BUDGET	2020 (COVID-19) Revised Rev Est.	Reduction	2021 Propsd Rev Est.	% Reduction
							15%	
225 A124	44325	44325	COPS IN SCHOOL	0	\$0.00	\$0.00	\$0.00	\$0.00
226 A124	44326	44326	CHILD PASSENGER SAFETY	0	\$0.00	\$0.00	\$0.00	\$0.00
227 A124	44328	44328	DWI PATROL GRANT	-4700.14	\$0.00	\$0.00	\$0.00	\$0.00
228 A124	44329	44329	BIKE SAFETY/BIKE RODEO C	0	\$0.00	\$0.00	\$0.00	\$0.00
229 A124	44330	44330	POLICE TRAFFIC SERVICES	-2071.07	\$0.00	\$0.00	\$0.00	\$0.00
230 A124	44331	44331	LIVE SCAN GRANT	0	\$0.00	\$0.00	\$0.00	\$0.00
231 A124	44332	44332	FIRE FEMA GRANT 04-05	0	\$0.00	\$0.00	\$0.00	\$0.00
232 A124	44333	44333	FIRE PREVENTION AND SAF	0	\$0.00	\$0.00	\$0.00	\$0.00
233 A124	44334	44334	TRACS GRANT	0	\$0.00	\$0.00	\$0.00	\$0.00
234 A124	44335	44335	GTSC TRAFFIC SAFETY COR	0	\$0.00	\$0.00	\$0.00	\$0.00
235 A124	44336	44336	PEDESTRIAN SAFETY GRAN	0	\$0.00	\$0.00	\$0.00	\$0.00
236 A124	44337	44337	FED AID HOUSING AUTHOF	0	\$0.00	\$0.00	\$0.00	\$0.00
237 A124	44338	44338	09FED AID REC ACT JUSTIC	0	\$0.00	\$0.00	\$0.00	\$0.00
238 A124	44339	44339	COPS 2009 TECHNOLOGY C	0	\$0.00	\$0.00	\$0.00	\$0.00
239 A124	44340	44340	DOMESTIC VIOLENCE HOM	0	\$0.00	\$0.00	\$0.00	\$0.00
240 A124	44341	44341	INTERNET CRIMES AGAINST	0	\$0.00	\$0.00	\$0.00	\$0.00
241 A124	44342	44342	POLICE TRAFFIC SERVICES F	0	\$0.00	\$0.00	\$0.00	\$0.00
242 A124	44587	44587	FEMA AID	0	\$0.00	\$0.00	\$0.00	\$0.00
243 A124	44960	44960	FEMA SAFER GRANT	0	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	COMMISSIONER OF PUBLIC		-2915845	-\$3,178,657.62		\$3,178,657.62	-\$2,798,670.12	88.05%

GENERAL FUND				ACTUAL REV Collected	ORIG REV BUDGET	2020 (COVID-19) Revised Rev Est.	Reduction	2021 Propsd Rev Est. 15%	% Reduction
5 COMMISSIONER OF ACCOUNTS									
244 A045	41255	41255	CITY CLERK FEES	-5502.76	-\$5,400.00	-\$2,250.00	\$3,150.00	-\$5,400.00	
245 A045	41256	41256	CDTA SWIPER CARD SALES	0	\$0.00	\$0.00	\$0.00	\$0.00	
246 A045	41603	41603	VITAL STATISTICS	-57332	-\$54,000.00	-\$22,500.00	\$31,500.00	-\$54,000.00	
247 A065	42401	42401	INTEREST ON INSURANCE F	-1946.62	\$0.00	\$0.00	\$0.00	\$0.00	
248 A075	42501	42501	LICENSES BUSINESS	-10900	-\$12,000.00	-\$5,000.00	\$7,000.00	-\$10,200.00	
249 A075	42540	42540	LICENSES BINGO	-1665.99	-\$2,000.00	-\$833.33	\$1,166.67	-\$1,700.00	
250 A075	42544	42544	LICENSES DOG	-2018	-\$2,000.00	-\$833.33	\$1,166.67	-\$1,700.00	
251 A075	42546	42546	LICENSES HOTEL/RESTAUR.	-37260	-\$28,000.00	-\$11,666.67	\$16,333.33	-\$23,800.00	
252 A075	42547	42547	LICENSES HUNTING/FISHIN	-115.65	-\$50.00	-\$20.83	\$29.17	-\$50.00	
253 A075	42548	42548	LICENSES MARRIAGE	-5507.5	-\$4,000.00	-\$1,666.67	\$2,333.33	-\$4,000.00	
254 A075	42549	42549	LICENSES REAPPLICATION I	-1750	\$0.00	\$0.00	\$0.00	\$0.00	
255 A095	42654	42654	SALE OF ADVERTISEMENTS	-1200	-\$1,200.00	-\$500.00	\$700.00	-\$1,020.00	
256 A095	42680	42680	INSURANCE RECOVERY	0	\$0.00	\$0.00	\$0.00	\$0.00	
257 A095	42681	42681	HOSP REIMB COBRA	0	\$0.00	\$0.00	\$0.00	\$0.00	
258 A095	42682	42682	EMPLOYEE HOSPITALIZATI	-17971.92	-\$17,204.43	-\$17,204.43	\$0.00	-\$17,204.43	
259 A095	42684	42684	DENTAL REIMBURSEMENT	-3255.2	-\$2,842.00	-\$2,842.00	\$0.00	-\$2,842.00	
260 A095	42690	42690	WORKMAN'S COMPENSAT	0	\$0.00	\$0.00	\$0.00	\$0.00	
261 A095	42692	42692	DISABILITY CONTRIBUTION	-832.91	-\$242.00	-\$242.00	\$0.00	-\$242.00	
262 A115	43040	43040	STATE AID PROP TAX ADMI	0	\$0.00	\$0.00	\$0.00	\$0.00	
263 A115	43075	43075	ARCHIVE GRANT LASERFICI	0	\$0.00	\$0.00	\$0.00	\$0.00	
264 A115	43078	43078	RECORD SYSTEM PROJECT	0	\$0.00	\$0.00	\$0.00	\$0.00	
265 A115	43079	43079	NEEDS ASSESSMENTGRAN	0	\$0.00	\$0.00	\$0.00	\$0.00	
266 A115	43080	43080	ACTIVE RECORDS GRANT A	0	\$0.00	\$0.00	\$0.00	\$0.00	
267 A115	43081	43081	ONLINE ASSESSMENT ROLL	0	\$0.00	\$0.00	\$0.00	\$0.00	
268 A115	43082	43082	SCAN GRANT	0	\$0.00	\$0.00	\$0.00	\$0.00	
269 A115	43090	43090	STATE GRANT REVAL	0	\$0.00	\$0.00	\$0.00	\$0.00	
270 A115	43091	43091	STAR PAYMENT	0	\$0.00	\$0.00	\$0.00	\$0.00	
271 A115	43093	43093	SARA GRANT - E GOVT	0	\$0.00	\$0.00	\$0.00	\$0.00	
272 A115	43095	43095	STATE ARCHIVE GRANT	-37437	\$0.00	\$0.00	\$0.00	\$0.00	
273 A115	43098	43098	SARA GRANT FIRE	0	\$0.00	\$0.00	\$0.00	\$0.00	
274 A115	43099	43099	INACTIVE RECORDS GRANT	0	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL	COMMISSIONER OF ACCOUN			-184695.6	-\$128,938.43		\$128,938.43	-\$122,158.43	94.74%
6 DEPARTMENT OF RECREATION									
275 A046	42001	42001	RECREATIONAL FEES	-43685	-\$49,160.00	-\$49,160.00	\$0.00	-\$49,160.00	
276 A046	42002	42002	SKATEBOARDING FEES	0	\$0.00	\$0.00	\$0.00	\$0.00	
278 A046	42023	42023	FIELD FEES	-31227.15	-\$26,500.00	\$0.00	\$26,500.00	-\$26,500.00	
279 A046	42024	42024	INDOOR REC FACILITY REN	-31079.44	-\$204,600.00	\$0.00	\$204,600.00	-\$204,600.00	
280 A046	42025	42025	RENTAL ICE RINK WEIBEL	-590774.4	-\$628,620.00	-\$261,925.00	\$366,695.00	-\$628,620.00	
281 A046	42026	42026	RENTAL ICE RINK VERNON	0	\$0.00	\$0.00	\$0.00	\$0.00	
282 A046	42050	42050	RACE TRACK PARKING FEES	-39394.39	-\$42,572.00	\$0.00	\$42,572.00	-\$42,572.00	
283 A046	42051	42051	REC PROG CLINIC FEES	-35750	-\$29,900.00	\$0.00	\$29,900.00	-\$29,900.00	
284 A046	42510	42510	CONCESSIONS	0	-\$2,420.00	-\$1,008.33	\$1,411.67	-\$2,420.00	
285 A056	42005	42005	SUMMER PROGRAM	-169055.5	-\$169,100.00	\$0.00	\$169,100.00	-\$169,100.00	
286 A056	42007	42007	PLAYGROUND PROGRAM T	0	\$0.00	\$0.00	\$0.00	\$0.00	
287 A056	42351	42351	RECREATION SCHOOL CON	-110000	-\$110,000.00	-\$110,000.00	\$0.00	-\$110,000.00	
289 A096	42680	42680	INSURANCE RECOVERY	0	\$0.00	\$0.00	\$0.00	\$0.00	
290 A096	42681	42681	HOSP REIMB COBRA	-1336.69	\$0.00	\$0.00	-\$25,182.54	\$0.00	
291 A096	42682	42682	EMPLOYEE HOSPITALIZATI	-21063.96	-\$25,182.54	-\$25,182.54	\$19,144.54	-\$25,182.54	
292 A096	42684	42684	DENTAL REIMBURSEMENT	-4732.52	-\$6,038.00	-\$6,038.00	\$6,038.00	-\$6,038.00	
293 A096	42690	42690	WORKMAN'S COMPENSAT	0	\$0.00	\$0.00	-\$135.00	\$0.00	
294 A096	42692	42692	DISABILITY CONTRIBUTION	-141.63	-\$135.00	-\$135.00	\$135.00	-\$135.00	
295 A106	42700	42700	DONATIONS GEYSER PARK	0	\$0.00	\$0.00	\$0.00	\$0.00	
296 A106	42705	42705	GIFTS AND DONATIONS	-38119.64	\$0.00	\$0.00	\$0.00	\$0.00	
297 A106	42717	42717	ATHLETIC BANQUET	0	\$0.00	\$0.00	\$0.00	\$0.00	
298 A106	42718	42718	CHILDREN SERIVES GRAN	0	\$0.00	\$0.00	\$0.00	\$0.00	
299 A116	43820	43820	YOUTH PROGRAMS	-6825	\$0.00	\$0.00	\$0.00	\$0.00	
300 A116	43821	43821	CELEBRATE YOUTH GRANT	0	\$0.00	\$0.00	\$0.00	\$0.00	
301 A146	45032	45032	INTERFUND TRANSFER COI	0	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL	DEPARTMENT OF RECREATI			-1123185	-\$1,294,227.54		\$1,294,227.54	-\$1,294,227.54	100%

GENERAL FUND		ACTUAL REV Collected	ORIG REV BUDGET	2020 (COVID-19) Revised Rev Est.	Reduction	2021 Propsd Rev Est.	% Reduction
TOTAL	GENERAL FUND	-46261134	-\$48,715,917.81			15%	
						-\$40,893,421.19	83.9%
						-\$7,822,496.62	16.1%

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
ACCOUNT					LINE DESCRIPTION					
<hr/>										
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2020	07	4 07/07/2020	BUDGET	CCM 070720	BUA AMEND-PAY	1	2			
1	A103	42726		MISCELLANEOUS LOCAL SOURCES	REIMBURSEMENT LABOR EXPENSE		-963.00	-2,188.00	-3,151.00	
	A	-10-3-0000-0-42726	-		REIMB FOR CHOWDERFEST		07/07/2020			
2	A3335011	51964		STREETS PS	SPECIAL EVENTS		1,812.42	2,188.00	4,000.42	
	A	-33-3-5010-1-51964	-		REIMB FOR CHOWDERFEST		07/07/2020			
3	A032	41110		NON PROPERTY TAX ITEMS	SALES TAX		-10,220,235.22	-49,132.00	-10,269,367.22	
	A	-03-2-0000-0-41110	-		REINSTATE SUMMER REC PROG		07/07/2020			
4	A3567151	51580		SUMMER RECREATION PROG PS	CAMP SARADAC DIRECTOR		.00	45,640.00	45,640.00	
	A	-35-6-7150-1-51580	-		REINSTATE SUMMER REC PROG		07/07/2020			
5	A3567151	58030		SUMMER RECREATION PROG PS	CITY PORTION SOCIAL SECURITY		.00	3,492.00	3,492.00	
	A	-35-6-7150-1-58030	-		REINSTATE SUMMER REC PROG		07/07/2020			
6	A103	42701		MISCELLANEOUS LOCAL SOURCES	REFUND CURRENT YEAR EXPENSE		-46,378.96	-494.25	-46,873.21	
	A	-10-3-0000-0-42701	-		REFUND FOR MISC SUPPLIES		07/07/2020			
7	A3335014	54180		STREETS CS	OTHER SUPPLIES		64,736.05	494.25	65,230.30	
	A	-33-3-5010-4-54180	-		REFUND FOR MISC SUPPLIES		07/07/2020			
** JOURNAL TOTAL								0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020 7 4									
BUA A103-42726	07/07/2020	AMEND-PAY	BUDGET	CCM	070720	REIMBURSEMENT LABOR EXPENSE	5		2,188.00
						REIMB FOR CHOWDERFEST			
BUA A3335011-51964	07/07/2020	AMEND-PAY	BUDGET	CCM	070720	SPECIAL EVENTS	5	2,188.00	
						REIMB FOR CHOWDERFEST			
BUA A032-41110	07/07/2020	AMEND-PAY	BUDGET	CCM	070720	SALES TAX	5		49,132.00
						REINSTATE SUMMER REC PROG			
BUA A3567151-51580	07/07/2020	AMEND-PAY	BUDGET	CCM	070720	CAMP SARADAC DIRECTOR	5	45,640.00	
						REINSTATE SUMMER REC PROG			
BUA A3567151-58030	07/07/2020	AMEND-PAY	BUDGET	CCM	070720	CITY PORTION SOCIAL SECURITY	5	3,492.00	
						REINSTATE SUMMER REC PROG			
BUA A103-42701	07/07/2020	AMEND-PAY	BUDGET	CCM	070720	REFUND CURRENT YEAR EXPENSE	5		494.25
						REFUND FOR MISC SUPPLIES			
BUA A3335014-54180	07/07/2020	AMEND-PAY	BUDGET	CCM	070720	OTHER SUPPLIES	5	494.25	
						REFUND FOR MISC SUPPLIES			
								.00	.00
BUA A-2960	07/07/2020	AMEND-PAY	BUDGET	CCM	070720	APPROPRIATIONS			51,814.25
BUA A-1510	07/07/2020	AMEND-PAY	BUDGET	CCM	070720	ESTIMATED REVENUES		51,814.25	
						SYSTEM GENERATED ENTRIES TOTAL		51,814.25	51,814.25
						JOURNAL 2020/07/4 TOTAL		51,814.25	51,814.25

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
A GENERAL FUND	2020	7	4	07/07/2020				
A-1510					ESTIMATED REVENUES	51,814.25		
A-2960					APPROPRIATIONS			51,814.25
					FUND TOTAL	51,814.25		51,814.25

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

LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2020	07	10 07/07/2020	BUDGET	CCM 070720	BUA TRANS-CONT	1	1		
1	A3021311	51021	COMM FINANCE	PERSONAL SERVICE	DEPUTY COMMISSIONER PART TIME		.00	40,000.00	40,000.00
	A	-30-2-1310-1-51021	-		TO COVER PT DEPUTY THRU YR END 07/07/2020				
2	A3829999	59010	CONTINGENCY		CONTINGENCY		130,145.39	-40,000.00	90,145.39
	A	-38-2-9990-9-59010	-		TO COVER PT DEPUTY THRU YR END 07/07/2020				
					** JOURNAL TOTAL		0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL									
SRC ACCOUNT										
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB		DEBIT		CREDIT
2020 7 10										
BUA A3021311-51021					DEPUTY COMMISSIONER PART TIME 5			40,000.00		
07/07/2020	TRANS-CONT BUDGET CCM 070720				TO COVER PT DEPUTY THRU YR END					
BUA A3829999-59010					CONTINGENCY 5					40,000.00
07/07/2020	TRANS-CONT BUDGET CCM 070720				TO COVER PT DEPUTY THRU YR END					
					JOURNAL 2020/07/10	TOTAL		.00		.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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



City of Saratoga Springs, NY Contract

City Project Number: 2020-12 City Project Name: WTP Chemicals – Sodium Hypochlorite
City Department: Public Works Department Contact Person: Barb Maughan City Ext. 2574
Company Name: Surpass Chemical Co Inc
Company Address: 1254 Broadway, Albany, NY 12204
Company Telephone No.: 518-434-8101 Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: Stephen J Byrne Title: Vice President
Primary Contact Email: sbyrne@surpasschemical.com
Service to be Provided: WTP Chemicals – Sodium Hypochlorite
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 sodium hypochlorite, the Vendor and/or Service Provider submitted proposals dated 6/30/20 (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 July 7, 2022. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed unit bid prices, subject to appropriation, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The 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 Stephen Byrne. 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: Stephen Byrne

5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or

Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- A. For projects whose total value is between Zero and \$100,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
 - **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

- D. For projects involving the provision of **professional services**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance**: Three Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions**: Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. For projects involving any form of **pollution risk or exposure, environmental hazard, asbestos or special circumstances**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Pollution Liability Insurance including Coverage for Asbestos Abatement**: One Million Dollars Each Occurrence;
 - **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance**: Five Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions**: Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.
- F. For **software and technology projects**:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Cyber /Privacy Liability Insurance**: Five Million Dollars per occurrence aggregate. This insurance shall include coverage for Privacy Notification Expenses, Third Party claims including regulatory defense & payment of fines or penalties, and First Party claims including Data Recovery Costs, Cyber Extortion, and data in the care, custody and control of the insured;
 - **Excess Insurance**: Five Million Dollars per Occurrence Aggregate;
 - **Technology Errors and Omissions**: Two Million Dollars per Claim Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification**: The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations**: The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements**: All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety**: The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or

member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.

14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.

21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: Stephen J. Byrne Date: 6/30/20

Print Name: Stephen J. Byrne Title: Vice President

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____



MEG KELLY
MAYOR

MICHELE D. CLARK-MADIGAN
COMM. OF FINANCE

ANTHONY SCIROCCO
COMM. OF PUBLIC WORKS

ROBIN DALTON
COMM. OF PUBLIC SAFETY

JOHN FRANCK
COMM. OF ACCOUNTS

City of Saratoga Springs

Invitation for Bid

Sodium Hypochlorite

*PREPARED BY and FOR: Department of Public Works
May 2020*

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

IFB #: 2020-12 – Sodium Hypochlorite

Name of Bidder: SUPPASS Chemical Co. Inc.

IFB Opening: Tuesday June 30, 2020 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
15 Vanderbilt Avenue
Saratoga Springs, NY 12866



Notice to Bidders

The City of Saratoga Springs, New York, will receive sealed bids for Sodium Hypochlorite. The sealed bid must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 15 Vanderbilt Avenue, Saratoga Springs, New York, 12866, by Tuesday June 30, 2020 at 2:00 p.m. at which time they will be publicly opened and read.

Copies of the invitation for bid (IFB) may be obtained on the City's web page at www.saratoga-springs.org, under "Current Bids". There is no fee for these documents.

Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained a bid packet. Addenda to the bid, when issued, will be on file in the City Clerk's Office at least five days before the bid opening date. If you have obtained a bid packet through the City's web site and would like to be on record for any Addenda please email stefanie.richards@saratoga-springs.org with your name, bid packet obtained and email address.

Questions regarding the bid should be directed to Stefanie Richards in writing at stefanie.richards@saratoga-springs.org. All bids must be made on the official bid form or an exact copy by reproduction thereof and enclosed in a sealed envelope. This is a lump sum bid.

No bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the opening thereof. Subsequent to sixty days an offer may be withdrawn in writing. State Finance Law §163(9)(e)

The City of Saratoga Springs reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional bid documents. State Finance Law §163(9)(d)

**City of Saratoga Springs
Saratoga Springs, NY**



Instructions to Bidders

1. IFB DOCUMENTS

This document includes a complete set of the IFB specifications and required documents, which are for the convenience of bidders and are not to be detached from the bid.

2. INTERPRETATION OR ADDENDUMS

No oral interpretation will be made to any bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven or more days prior to the date fixed for opening of bids shall be given consideration. Every interpretation made to a bidder shall be in the form of an Addendum to the bid, and when issued, shall be on file in the City Clerk's Office at least five days before bids are opened.

All Addenda shall be emailed to each person whose name and email address is on record with the City as having attained a bid packet or has attended a pre-bid meeting if *applicable*. All such Addenda shall become part of the bid and all bidders shall be bound by such Addenda, whether or not received by the bidders.

3. BIDS

All bids shall be submitted on documents supplied by the City and shall be subject to all requirements of the bid, including any plans, and these Instructions to Bidders. All bids shall be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the bidder. The City may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its' option may reject the same.

In order to guard against premature opening of the bid documents, bids shall be enclosed in a sealed and clearly labeled envelope with the words:

IFB #: 2020-12 - Sodium Hypochlorite

Name of Bidder: SUTPASS Chemical Co. Inc

Bid Opening: Tuesday June 30, 2020 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
15 Vanderbilt Avenue
Saratoga Springs, NY 12866

4. NON-COLLUSIVE BIDDING CERTIFICATIONS

Each bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the Non-Collusion Affidavit on the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. ***Failure to submit the executed Non-Collusive Agreement at the time of bid submission may disqualify the bid submission.***

5. VENDOR CODE OF CONDUCT

Contractor must execute Vendor Code of Conduct and include the agreement with the bid response submission. ***Failure to submit the executed Vendor Code of Conduct at the time of bid submission may disqualify the bid submission.***

6. CORRECTIONS

The bidder must initial erasures or other changes in the bid.

7. RECEIVING BIDS

Bids received prior to the advertised time of opening shall be securely kept, sealed. The City Clerk's Office, whose duty it is to open them shall decide when the specified time has arrived to open bids, and no bid received thereafter will be considered. **LATE BIDS shall be rejected. E-mail or faxed bid submissions are not acceptable and shall not be considered.**

8. OPENING OF BIDS

At the time and place fixed for the opening of bids, the City shall cause to be opened and publicly read aloud every bid that was received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

9. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening.

10. EVALUATION PROCESS

After the bid opening, each bidder's proposal will be screened for completeness and conformance with requirements for bid submission as set forth under the Bidders Submittal Instructions. Written bid amounts are the legally binding bid amount, numeric bid amounts are viewed as a convenience. Proposals that do not meet the City's requirements, as outlined in the IFB, may be deemed nonresponsive and given no further consideration.

11. AWARD OF CONTRACT: REJECTION OF BIDS

If the contract is awarded, it shall be awarded to the responsive and responsible bidder submitting the lowest bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The bidder to whom the award is made will receive by mail a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in its' best interest.

The City also reserves the right to consider as not responsible any bidder who does not habitually perform with their own forces at least fifty percent (50%) of the dollar value of the work involved in the contract.

The City also reserves the right to award the bid, in part, on the bidder's ability to provide timely technical assistance, part(s) replacement and service for repairs.

The City reserves the right to extend the contract for one (1) year from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor.

12. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

13. AMERICANS WITH DISABILITY ACT

The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request, accommodations will be provided to allow individuals with disabilities to participate in all services, programs and activities.

14. CIVIL RIGHTS

The City of Saratoga Springs, New York, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

15. SEXUAL HARASSMENT

Every employer in the New York State is required to adopt a sexual harassment prevention policy. All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

16. COMPLIANCE

Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause of discontinuing business with the successful bidder. Preference may be given to MWBE businesses.

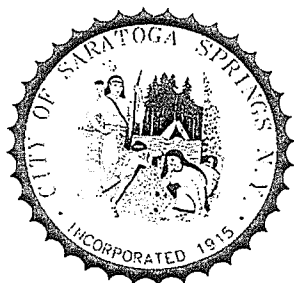
17. UNIT PRICES {as applicable}

- a. The Unit Price for each of the items in the bid shall include its prorated share of overhead and profit so that the sum of which product is obtained by multiplying the quantity shown for each item by the Unit Price bid represents the total bid. The quantities shown in the bid are approximate quantities only and are given only as a basis of calculation upon which the award of the contract is to be made. The City does not assume any responsibility that these quantities shall remain unchanged in the actual construction, and the contractor shall not plead misunderstanding or deception because of any variation between estimated and final quantities. The unit price bid shall also include an allowance for increased prices due to changed market conditions during the period of the contract. Any bid not conforming to these requirements may be rejected.
- b. Bids in which the prices obviously are unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any item is such that it is unreasonable for that particular item when considered by its' self and not considered in connection with the bid submitted on any other item or items.

-
- c. All unit price work will include the cost of performing any incidental work, not specifically covered by the unit description, but necessary and/or convenient for the completion of the unit price work.
 - d. Prices quoted herein will remain in effect for the contract period (1 year from date of award).
 - e. All prices shall be quoted delivered to the City of Saratoga Springs.
 - f. Purchases by the City of Saratoga Springs are not subject to any sales or federal excise taxes.

18. DELIVERY

Delivery shall be Freight on Board (F.O.B.) to various locations throughout the City. Only those contractors that can guarantee delivery After Receipt of Order (A.R.O.) as noted in the Technical Specifications for each chemical will be deemed acceptable bidders.



Bidders Submittal Instructions

BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED AS FOLLOWS:

Step One: You MUST execute and include the following documents, one original and one copy of each, with your response:

- Your response to the IFB in question (1 original, 1 copy)
- Non-Collusive Bidding Certification
- Vendor Code of Conduct

FAILURE TO SUBMIT IFB DOCUMENTS AS OUTLINED ABOVE MAY LEAD TO IMMEDIATE IFB DISQUALIFICATION.

Step Two: Enclose your bid in a sealed envelope marked:

IFB #: 2020-12 – Sodium Hypochlorite

Name of Bidder: SURPASS Chemical Co. Inc.

Bid Opening: Tuesday June 30, 2020 at 2:00 p.m.

Step Three: Please return your response to this IFB to the following address:

**City of Saratoga Springs
Department of Accounts
15 Vanderbilt Avenue
Saratoga Springs, NY 12866**



Specifications

EQUIVALENT PRODUCT

Bids shall be accepted for consideration on any Sodium Hypochlorite that is equal or superior to the units specified. Decisions of equivalency will be at the sole interpretation of the City. A blanket statement that the units proposed would meet all requirements will not be sufficient to establish equivalency.

GENERAL

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City shall consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

SPECIFICATIONS

SODIUM HYPOCHLORITE

For use in the water system at the Geyser Crest Water Works and Excelsior Avenue Water Treatment Plants in Saratoga Springs.

The sodium hypochlorite must be a liquid 12.5 – 15 percent solution and meet American Water Works Association standards.

Quantities of 40,000 gallons + / - per annum. Prices quoted must be given per gallon. All bids not quoted per gallon will be rejected.

Delivery shall be in bulk to one of the specified locations listed above in Saratoga Springs. The Water Treatment Plant must be notified at (518) 587-3550, ext. 2472, prior to delivery for access. Deliveries must be within seven (5) calendar days (A.R.O.).



Statement of Specifications

EST QTY	UNIT of MEASURE	ITEM	UNIT PRICE	TOTAL PRICE
40,000	Gallon	Sodium Hypochlorite	\$.853	\$ 34,120.00

All unit prices will include the cost of performing any incidental work not specifically covered by the unit description but necessary and/or convenient for the completion of the supply including but not limited to "Lift Gate" charges and container cleaning charges. All prices shall be quoted delivered to the City of Saratoga Springs.

TOTAL BID WRITTEN: Three Four One Two Zero Point Zero Zero

COMPANY NAME: Sarpass Chemical Co. Inc.

ADDRESS: 1254 Broadway

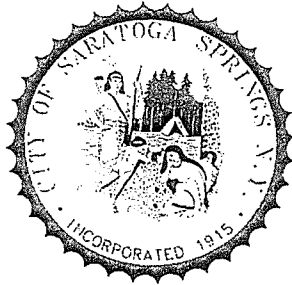
Albany NY 12204 Phone No. (518) 434-8101
(City) (State) (Zip)

E-MAIL ADDRESS: Sbyrne@Sarpass-chemical.com/customer-service@Sarpasschemical.com

AUTHORIZED SIGNATURE: Stephen J. Byrne

PRINTED NAME: Stephen J. Byrne

TITLE: Vice President DATE: 6/16/20



Non-Collusive Bidding Certification
Section §139(d) State Finance Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Signature: [Signature] Print Name: Stephen J. Byrne

Title: Vice Pres. Acct Date: 6/16/20

Company: SARAFAS Chemical Co. Inc. Address: 1254 Broadway Albany NY 12204

Subscribed to under penalty of perjury under the laws of the State of New York, this 16th day of June, 2020 as the act and deed of said corporation of partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

To promote a working relationship with the City of Saratoga Springs based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City of Saratoga Springs or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City of Saratoga Springs related projects and transactions.
- Not engage in any course of conduct with the City of Saratoga Springs employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City of Saratoga Springs any activity by a City of Saratoga Springs employee or contractor, consultant or vendor of the City of Saratoga Springs that is inconsistent with the City of Saratoga Springs Code of Ethics.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- The Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: Stephen J Byrne Printed name: Stephen J Byrne
Title: Vice President Date: 6/16/20
Company Name: Saratoga Chemical Co. Inc
Company Address: 1254 Broadway Albany NY 12204



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2020

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 Haylor, Freyer & Coon, Inc. P.O. Box 4743 Syracuse NY 13221	CONTACT NAME: Laura Orr PHONE (A/C, No. Ext): 315-451-1500 E-MAIL ADDRESS: certificates@haylor.com FAX (A/C, No): 315-362-5712
INSURED Surpass Chemical Co Inc. 1254 Broadway Albany NY 12204	INSURER(S) AFFORDING COVERAGE INSURER A: Illinois Union Insurance Company INSURER B: ACE Fire Underwriters Ins. Co. INSURER C: Federal Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1881397888**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	APCG46871601003	2/28/2020	2/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PMUH0846800A003	2/28/2020	2/28/2021	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	XOOG46871595003	2/28/2020	2/28/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A C	Pollution Motor Truck Cargo	Y	Y	APCG46871601003 6696455	2/28/2020 2/28/2020	2/28/2021 2/28/2021	\$1,000,000 \$100,000 \$25,000 DED \$2,500 DED

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

General Liability Additional Insured as required by written contract. #PC-26849 (04/09), #PC-26852 (04/09), #PC-26851 (04/09).
General Liability Waiver of Subrogation as required by written contract. #PC-26741 (03/09)

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs
Department of Public Works
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 141104330
SURPASS CHEMICAL COMPANY INC
1254 BROADWAY
ALBANY NY 12204



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER SURPASS CHEMICAL COMPANY INC 1254 BROADWAY ALBANY NY 12204		CERTIFICATE HOLDER 2019-24 CITY OF SARATOGA SPRINGS DEPT OF PUBLIC WORKS 15 VANDERBILT AVE SARATOGA SPRINGS NY 12866	
POLICY NUMBER A 807 858-6	CERTIFICATE NUMBER 241295	POLICY PERIOD 01/01/2020 TO 01/01/2021	DATE 5/26/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 807 858-6, 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.

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.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1010288412

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

Named Insured Surpass Chemical Co Inc.			Endorsement Number 9
Policy Symbol APC	Policy Number G46871601003	Policy Period 2/28/2020-2/28/2021	Effective Date of Endorsement 2/28/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**CHUBB GL PLUS™ INSURANCE POLICY
COVERAGES A, B, C AND G**

SCHEDULE

As required by written contract signed by both parties prior to loss.

The Transfer of Rights of Recovery Against Others To Us Condition, (Section **V** – Conditions) is amended by addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Named Insured Surpass Chemical Co Inc.			Endorsement Number 10
Policy Symbol APC	Policy Number G46871601003	Policy Period 2/28/2020-2/28/2021	Effective Date of Endorsement 2/28/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB GL PLUS™ INSURANCE POLICY COVERAGES A, B, C AND G

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Any person or organization that you have agreed to include as an additional insured under a written contract provided such contract was executed prior to loss.

Section III – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

Named Insured Surpass Chemical Co Inc.			Endorsement Number 11
Policy Symbol APC	Policy Number G46871601003	Policy Period 2/28/2020-2/28/2021	Effective Date of Endorsement 2/28/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB GL PLUS™ INSURANCE POLICY COVERAGES A, B, C AND G

SCHEDULE

Person(s) or Organization(s) As required by written contract signed by both parties prior to loss.	Endorsement Number
---	--------------------

(If no information is shown in the Schedule above, the Schedule shall read: "All person(s) or organization(s) included as additional insured through an endorsement(s) to this policy with the term "Additional Insured" in its title.)

For person(s) or organization(s) listed in the Schedule above that are also included as an additional insured under an endorsement attached to this policy, the following is added to Condition 7. Other Insurance, Coverage A, B, C and G, of Section V – Conditions:

If other valid and collectible insurance is available to an additional insured listed in the Schedule above for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the additional insured provided that you have specifically agreed in a written contract executed prior to the loss that this insurance must be primary and non-contributory with such other insurance issued directly to such additional insured.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

ADDITIONAL INSURED - VENDORS

Named Insured Surpass Chemical Co Inc.			Endorsement Number 12
Policy Symbol APC	Policy Number G46871601003	Policy Period 2/28/2020-2/28/2021	Effective Date of Endorsement 2/28/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB GL PLUS™ INSURANCE POLICY COVERAGES A, B AND C

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Vendor)	Your Products
Any person or organization that you have agreed to include as an additional insured under a written contract provided such contract was executed prior to loss.	All Products

Section III – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. 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 for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Saratoga Miss Softball

P.O. Box 1269
Saratoga Springs, NY 12866

Skip Scirocco
Commissioner of Department
of Public Works
474 Broadway
Saratoga Springs, NY 12866

Re: Donation of Batting Cages at Veteran's Memorial Park

Dear Commissioner Scirocco:

Please be advised that our organization, Saratoga Miss Softball, would like to donate batting cages to the City of Saratoga Springs. Further information about the batting cages, including, without limitation, the value of the batting cages is included on the signed invoice attached hereto.

As we discussed, we intend to install the batting cages between Fields 1 and 2 on Veteran's Memorial Park.

If you have any additional questions or concerns, please let me know.

Thank you for your attention to this matter.

Saratoga Miss Softball



John J. Dowd
President

JJD/

Enclosure

j:\jdd\jdd cw forms\softball\batting cage donation letter.docx

RMFence and Deck Solutions LLC
"The Best In Fence"

PO Box 1122
Ballston Lake NY 12019
518-337-9975

INVOICE

2/4/20

MISS SARATOGA SOFTBALL
10 ADAMS RD
SARATOGA SPRINGS NY 12866
rjesmain05@gmail.com

BOB JESMAIN

Saratoga Thunder
PO Box 1269
Saratoga Springs Ny

JOHN DOWD
(518)-669-1930
jdowd@dblawnny.com

DESCRIPTION

Job Location:

Job Description:

Furnish and install 24W x 12H x 60L (double batting cage)
12ft high 9 gauge walls with commercial ceiling bracing and a gate to access each side
3 rows of 6ft 2x11.5 gauge for ceiling fence (residential grade for weight)
All posts footed in concrete

Pro batting tunnel 55x12x12 (netting) (x2)
(these are 12ft wide)

Tax Exempt

Sponsorship

Final Total

\$14,120.00

\$250.00

\$13,870.00

Payment as follows; DEPOSIT: \$4,705.00,
\$4,705.00 DUE UPON COMPLETION OF FRAMEWORK.
Final payment of \$4,460.00 along with \$250.00 sponsorship equals \$14,120.00
Checks made payable to: *RMFence and Deck Solutions LLC*
Typical lead time 8-12 weeks from deposit

Ryan Fitzgerald

518-337-9975

rmfconstruction@hotmail.com

This signed proposal will become contract.

Signature

DATE

Print Name

3-5-2020

John Dond
President

Saratoga miss So Fla

By signing above I accept the terms of this proposal and contract.

Homeowner is responsible for acquisition of building permit unless otherwise stated.
Homeowner responsible for property boundaries

Fences are installed in the order they are sold, if winter comes before we get to your project, fence to be installed in the spring.

RMFence is not responsible for any damage done to property during installation, including unmarked, buried lines such as sprinkler lines or hidden dog fences.

Estimate is based on typical soil conditions; any Atypical digging conditions will result in an additional charge up to \$200 per hole.



Second Amendment to Master Services and Purchasing Agreement

This Second Amendment ("**Amendment**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and City of Saratoga Springs ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are parties to a Master Services and Purchasing Agreement with an effective date of December 8, 2017 ("**Agreement**").

The Parties amended that Agreement on December 18, 2019.

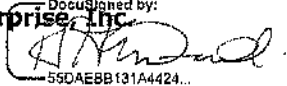
The Parties wish to incorporate further changes into the Agreement.

The Parties therefore agree as follows:

1. The attached Appendices are hereby incorporated into the Agreement:
 - a. Quote Appendix
 - b. Risk and Safety Agreement for Technology Services executed by Axon on June 16, 2020
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Signature:  _____
DocuSigned by:
55DAEBB131A4424...

Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 6/22/2020 | 3:29 PM MST

City of Saratoga Springs

Signature: _____

Name: _____

Title: _____

Date: _____



City of Saratoga Springs, NY: Risk and Safety Agreement for Technology Services

City Project Number: N/A City Project Name: N/A Prevailing Wage Project No.: N/A
 City Department: Public Safety Department Contact Person: John Catone, Asst. Chief of Police_City Ext. 3501
 Company Name: Axon Enterprise, Inc.
 Company Address: 17800 N. 85th Street, Scottsdale AZ 85255
 Company Telephone No.: 1.800.978.2737
 Consultant Primary Contact for This Project: _____ Title: _____

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 the Master Services and Purchasing Agreement between parties, as amended, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-;VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith.

The City requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Cyber /Privacy Liability Insurance:** Five Million Dollars per occurrence aggregate. This insurance shall include coverage for Privacy Notification Expenses, Third Party claims including regulatory defense & payment of fines or penalties, and First Party claims including Data Recovery Costs, Cyber Extortion, and data in the care, custody and control of the insured;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Technology Errors and Omissions Insurance:** Two Million per Claims Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within thirty (30) days of the cancellation 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, 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 Consultant or its employees or anyone for whom the

Consultant is legally liable or Sub-Consultants, except to the extent caused by the tortious or negligent act or omission of the City.

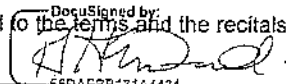
The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold 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: _____

DocuSigned by:

 66DAE6B8-33A4-4424

6/16/2020 | 3:12 PM MST

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
2555 East Camelback Rd.
Suite 700
Phoenix AZ 85016 USA

CONTACT
NAME:
PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

INSURER A: Lexington Insurance Company 19437
INSURER B: Navigators Specialty Insurance Company 36056
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570082308593

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF. DATE(MM/DD/YYYY)	POLICY EXP. DATE(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"/> Gen Prod Liab info att'd GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input checked="" type="checkbox"/> Prod/Comp Ops			023627605 GL excluding Products SIR applies per policy terms & conditions	02/01/2020	02/01/2021	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG Excluded Per Occ. SIR \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION			IS20EXC744358IC XS Liab xcl Products Liab	02/01/2020	02/01/2021	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH <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)

City of Sarasota Springs is included as Additional Insured in accordance with the policy provisions of the General Liability and Excess Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Sarasota Springs
474 Broadway
Sarasota Springs NY 12866 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

AGENCY CUSTOMER ID: 570000007117

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570082308593			
CARRIER See Certificate Number: 570082308593	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage
 2/1/2020 - 2/1/2021:

Policy #034064091
 Lexington Insurance Company
 Claims Made Coverage Form - Products Liability
 \$10,000,000 Each Occurrence Limit
 \$10,000,000 Products/Completed Operations Aggregate Limit
 \$ 5,000,000 Per Claim Self Insured Retention

Policy #034064092
 Lexington Insurance Company - Products Liability
 Occurrence Coverage Form
 \$10,000,000 Each Occurrence Limit
 \$10,000,000 Products/Completed Operations Aggregate Limit
 \$ 5,000,000 Per Occurrence Self Insured Retention



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
2555 East Camelback Rd.
Suite 700
Phoenix AZ 85016 USA

CONTACT
NAME:
PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

INSURER A: Hartford Fire Insurance Co. 19682
INSURER B: Hartford Casualty Insurance Co 29424
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570082308595

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/PROP AGG
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			59 UEN FN6060	09/30/2019	09/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
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	59WEAC056D	09/27/2019	09/27/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

City of Sarasota Springs is included as Additional Insured in accordance with the policy provisions of the Automobile Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Sarasota Springs
474 Broadway
Sarasota Springs NY 12866 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West Inc.

AGENCY CUSTOMER ID: 570000007117

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570082308595			
CARRIER See Certificate Number: 570082308595	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Participating WC/EL Insurance Companies

- Twin City Fire Ins. Co. [AL, CO, FL, IL, IN, LA, ME, MI, MN, MT, ND, NE, NH, NM, NV, OH, OK, PA WA]
- Hartford Underwriters Ins. Co. [AR, DC, GA, MO, NC, NJ, NY, OR, TN, UT]
- Property & Casualty Ins. Co of Hartford [MD, VA]
- Hartford Insurance Company of the Midwest [CT]
- Hartford Accident and Indemnity Insurance Company [MA]
- Hartford Lloyds Ins. Co. [TX]
- Sentinel Ins. Co. [CA]



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME:	
	PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105	
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Endurance American Specialty Ins Co.	41718
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570082308596 **REVISION NUMBER:**

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

INSR	CTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
								LIMITS	
		COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
		<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						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 - COMPROP AGG	
		OTHER:							
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
		<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
		<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
		<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
		UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
		EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
		<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER (Mandatory in NY)	Y/N	N/A				E.L. EACH ACCIDENT	
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
								E.L. DISEASE-POLICY LIMIT	
A		E&O-Technology			PRO10013803301 Cyber Liab & Tech Svcs STR applies per policy terms & conditions	09/30/2019	09/30/2020	Ntwrk Secur/Privacy Self-Insd Retention Max Agg Limit	\$5,000,000 \$100,000 \$5,000,000

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

City of Sarasota Springs is included as Additional Insured in accordance with the policy provisions of the Cyber Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Sarasota Springs 474 Broadway Sarasota Springs NY 12866 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc</i>

Holder Identifier :

Certificate No : 570082308596



City of Saratoga Springs, NY Contract

ORIGINAL

City Project Number: RFP 2017-25 City Project Name: Extension of Bid for HVAC SERVICES
 City Department: PUBLIC SAFETY Department Contact Person: KAREN PERRINO City Ext. 2625
 Company Name: BPI MECHANICAL SERVICES
 Company Address: 95 HUDSON RIVER ROAD, WATERFORD, NY 12188
 Company Telephone No.: 518-238-2383 Company Fax No.:
 Vendor and/or Service Provider Primary Contact: DANIEL KEATING Title: PRESIDENT
 Primary Contact Email: dank@bpimechanicalservice.com
 Product and/or Service to be Provided: HVAC and other related 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 HVAC and Related Services, the Vendor and/or Service Provider submitted proposals in response to the original RFP 2017-25. 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. The Contract term is for (1) year from midnight date of Council award, 2020, to midnight, (1) year after Council award 2021. The City reserves the right to extend the contract for (1) year from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor for up to (2) years, with renewals to occur annually by Council approval.
3. 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.
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 the agreed hourly rate, per the bid, 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 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 DAN KEATING, BPI MECHANICAL SERVICES. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor/Commissioner of PUBLIC SAFETY, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

To Vendor and/or Service Provider: DAN KEATING, PRESIDENT, BPI MECHANICAL SERVICES, 95 HUDSON RIVER ROAD, WATERFORD, NY 12188
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:

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, 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: _____ Date: 6/18/2020

Print Name: DANIEL KEATING Title: PRESIDENT

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____

BPI Mechanical
95 Hudson River Rd.
Waterford, NY 12188

dank@bpimechanicalservice.com

Service Work

Certified HVAC Technician
Regular Working Hours
Overtime Hours

8am-5pm M-F
5pm-8am M-F

\$82.00 /hr Meets
\$115.00 /hr requirements. requirements.

Sunday Working Hours
Holiday

HVAC Technician Helper
Regular Working Hours
Overtime Hours

5pm F-12 am Sat.
12am Sat.-8am M
5pm prior night-8am following day

\$115.00 /hr
\$115.00 /hr
\$140.00 /hr

Sunday Working Hours
Holiday

Emergency Work
Certified HVAC Technician
Regular Working Hours
Overtime Hours

8am-5pm M-F
5pm-8am M-F
5pm F-12 am Sat.
12am Sat.-8am M
5pm prior night-8am following day

\$82.00 /hr
\$115.00 /hr
\$115.00 /hr
\$115.00 /hr
\$140.00 /hr

Sunday Working Hours
Holiday

HVAC Technician Helper
Regular Working Hours
Overtime Hours

8am-5pm M-F
5pm-8am M-F
5pm F-12 am Sat.
12am Sat.-8am M
5pm prior night-8am following day

\$82.00 /hr
\$115.00 /hr
\$115.00 /hr
\$115.00 /hr
\$140.00 /hr

Sunday Working Hours
Holiday

Material Mark-Up from wholesale rates

8am-5pm M-F
5pm-8am M-F
5pm F-12 am Sat.
12am Sat.-8am M
5pm prior night-8am following day

\$82.00 /hr
\$115.00 /hr
\$115.00 /hr
\$115.00 /hr
\$140.00 /hr

\$25.00 %



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling Upstate, Inc. 25 Mohawk Avenue Scotia NY 12302		CONTACT NAME: Nicol Hequembourg PHONE (A/C, No, Ext): (518) 384-1100 FAX (A/C, No): (518) 384-0193 E-MAIL ADDRESS: nHequembourg@marshallsterling.com	
INSURED BPI Mechanical Service Inc. 95 Hudson River Road Watford NY 12188		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Ins. Co of New York INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13730	

COVERAGES**CERTIFICATE NUMBER:** CL204882703**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	Y	Y	S2398867	04/15/2020	04/15/2021	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						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	S2398867	04/15/2020	04/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							Medical payments \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	S2398867	04/15/2020	04/15/2021	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	\$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE OTH-ER
							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)

Project: RFP2017-25-HVAC Services. The City of Saratoga Springs is additional insured on the General, Auto and Umbrella Liability on a primary and non-contributory basis including a waiver of subrogation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs 474 Broadway Saratoga Springs NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 460951581

LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER BPI MECHANICAL SERVICE INC. 95 HUDSON RIVER ROAD WATERFORD NY 12188		CERTIFICATE HOLDER CITY OF SARATOGA SPRINGS 474 BROADWAY SARATOGA SPRINGS NY 12866	
POLICY NUMBER Z 2072 165-0	CERTIFICATE NUMBER 136795	POLICY PERIOD 04/01/2020 TO 04/01/2021	DATE 04/10/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2072 165-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

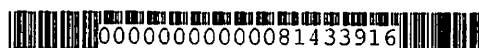
THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, 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: 633769208





City of Saratoga Springs, NY Contract

ORIGINAL

City Project Number: RFP 2017-13 City Project Name: Extension of Bid for PLUMBING SERVICES
 City Department: PUBLIC SAFETY Department Contact Person: KAREN PERRINO City Ext. 2625
 Company Name: BPI MECHANICAL SERVICES
 Company Address: 95 HUDSON RIVER ROAD, WATERFORD, NY 12188
 Company Telephone No.: 518-238-2383 Company Fax No.:
 Vendor and/or Service Provider Primary Contact: DANIEL KEATING Title: PRESIDENT
 Primary Contact Email: dank@bpimechanicalservice.com
 Product and/or Service to be Provided: PLUMBING and other related 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 **PLUMBING and Related Services**, the Vendor and/or Service Provider submitted proposals in response to the original RFP 2017-13. 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. The Contract term is for (1) year from midnight date of Council award, 2020, to midnight, (1) year after Council award 2021. The City reserves the right to extend the contract for (1) year from expiration under the same terms and conditions as long as the extension is agreeable to both the City and the Contractor for up to (2) years, with renewals to occur annually by Council approval.
3. 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.
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 the agreed hourly rate, per the bid, 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 **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 **DAN KEATING, BPI MECHANICAL SERVICES**. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor/Commissioner of **PUBLIC SAFETY**, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
 To Vendor and/or Service Provider: **DAN KEATING, PRESIDENT, BPI MECHANICAL SERVICES, 95 HUDSON RIVER ROAD, WATERFORD, NY 12188**
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:

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, 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.

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.

ORIGINAL

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: _____ Date: 6/15/2020

Print Name: DANIEL KEATING Title: PRESIDENT

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____

Plumbing Services RFP 2017-13

BPI Mechanical

Daniel Keating

95 Hudson river Road

Waterford, NY 12188

dank@bpimechanicalservice.com

1A	Regular Working Hours	\$84.00	Requirements	Requirements
	Overtime Working Hours M-F	\$120.00	Met	Met
	Overtime Working Hours Saturday	\$120.00		
	Sunday Working Hours	\$140.00		
	Holiday	\$140.00		
1B	Regular Working Hours	\$84.00		
	Overtime Working Hours M-F	\$120.00		
	Overtime Working Hours Saturday	\$120.00		
	Sunday Working Hours	\$140.00		
	Holiday	\$140.00		
2A	Regular Working Hours	\$84.00		
	Overtime Working Hours M-F	\$120.00		
	Overtime Working Hours Saturday	\$120.00		
	Sunday Working Hours	\$140.00		
	Holiday	\$140.00		
2B	Regular Working Hours	\$84.00		
	Overtime Working Hours M-F	\$120.00		
	Overtime Working Hours Saturday	\$120.00		
	Sunday Working Hours	\$140.00		
	Holiday	\$140.00		
3	Material Markup	20%		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling Upstate, Inc. 25 Mohawk Avenue Scotia NY 12302		CONTACT NAME: Nicol Hequembourg PHONE (A/C, No, Ext): (518) 384-1100 E-MAIL ADDRESS: nHequembourg@marshallsterling.com FAX (A/C, No): (518) 384-0193	
INSURED BPI Mechanical Service Inc. 95 Hudson River Road Waterford NY 12188		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Ins. Co of New York INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13730	

COVERAGES**CERTIFICATE NUMBER:** CL204882703**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	Y	Y	S2398867	04/15/2020	04/15/2021	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						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	S2398867	04/15/2020	04/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							Medical payments \$
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	Y	Y	S2398867	04/15/2020	04/15/2021	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	\$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A				PER STATUTE
							OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

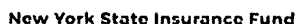
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: RFP2017-13-Plumbing Services. The City of Saratoga Springs is additional insured on the General, Auto and Umbrella Liability on a primary and non-contributory basis including a waiver of subrogation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs 474 Broadway Saratoga Springs NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**SCAN TO VALIDATE
AND SUBSCRIBE**

POLICYHOLDER BPI MECHANICAL SERVICE INC. 95 HUDSON RIVER ROAD WATERFORD NY 12188		CERTIFICATE HOLDER CITY OF SARATOGA SPRINGS 474 BROADWAY SARATOGA SPRINGS NY 12866	
POLICY NUMBER Z 2072 165-0	CERTIFICATE NUMBER 136795	POLICY PERIOD 04/01/2020 TO 04/01/2021	DATE 04/10/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2072 165-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS 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.

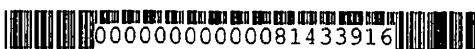
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Frank Ball

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 633769208



RICOH**ORDER AGREEMENT****Sales Type: LEASE**

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION

Customer Legal Name: SARATOGA SPRINGS, CITY OF		
Address Line 1: 474 BROADWAY STE 9		Contact: Karen Perrino
Address Line 2:		Phone: (518)587-3550
City: SARATOGA SPRINGS		E-mail: karen.perrino@saratoga-springs.org
ST/Zip: NY/12866-2294	County: SARATOGA	Fax:

Check all that apply:

- ☐ PO Included PO# ☐ PS Service (Subject to and governed by additional Terms and Conditions)
☐ TS PO# (if applicable)
☒ Sales Tax Exempt (Attach Valid Exemption Certificate) ☐ IT Service (Subject to and governed by additional Terms and Conditions)
☐ Syndication ☒ Fixed Rate Service Term 60 Months
☐ Add to Existing Service Contract #

SERVICE INFORMATION**SERVICE BILL TO INFORMATION**

Customer Legal Name: SARATOGA SPRINGS, CITY OF			
Address Line 1: 474 BROADWAY STE 9		Contact: Karen Perrino	
Address Line 2:		Phone: (518)587-3550	
City: SARATOGA SPRINGS		E-mail: karen.perrino@saratoga-springs.org	
ST/Zip: NY/12866-2294	County: SARATOGA	Fax:	
Service Term (Months) 60	Base Billing Frequency QUARTERLY	Overage Billing Frequency QUARTERLY	Service Type SILVER

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CITY OF SARATOGA SPRINGS	5 LAKE AVE	SARATOGA SPRINGS NY/12866-2264 SARATOGA	Karen Perrino	(518)587-3550 karen.perrino@saratoga-springs.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY
RICOH IMC300F CONFIGURABLE PTO MODEL	1	SILVER	0	0.007	0	0.059	\$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1	City	Contact	Phone
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00101

	Address Line 2		ST/Zip County		E-mail Fax		
CITY OF SARATOGA SPRINGS	5 LAKE AVE		SARATOGA SPRINGS NY/12866-2264 SARATOGA	Karen Perrino	(518)587-3550 karen.perrino@saratoga- springs.org		
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY
RICOH IM350F CONFIGURABLE PTO MODEL	1	GOLD	0	0.01	0	0	\$0.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS NETWORK & SCAN CONNECT - SEG BC3	1
TS NETWORK & SCAN - PRINTER	1

ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total:	
Additional Provisions: Insert ANY additional provisions here	(Excludes Tax)	
Per US Communities Contract 4400003732		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature: <i>Sonia A Harrison</i>
Printed Name:	Printed Name: Sonia A Harrison
Title:	Title: OMM
Date	Date 06/23/20

Initials

TERMS AND CONDITIONS MAINTENANCE SERVICE ONLY

Customer may acquire maintenance services ("Services") for equipment, software and/or hardware products from Ricoh USA, Inc. ("Rico") by executing and delivering to Ricoh this Order for acceptance.

Services. (a) This Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term of the Service engagement, the location at which Services shall be performed and the applicable Service Charges for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.



(b) Ricoh will repair or replace in accordance with the terms and conditions of this Order and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined below) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Order. Ricoh may terminate its Service obligations under this Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

Service Calls. Unless otherwise specified in this Order, service calls will be made during 9:00am - 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Order.

Service Charges. (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Order shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailling expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term (defined below) of this Order exceeds twelve (12) months, the Service Charges and any rate expressly stated in this Order may be increased by Ricoh up to 5% of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice.

Term; Early Termination. This Order shall become effective on the date that Ricoh accepts the Order, and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate this Order for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Order for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term of such Order. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of such Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.



Payment; Taxes. Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

Title; Risk of Loss. Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

Default. In addition to any other rights or remedies which either party may have under this Order or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Order as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Order and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Order, no refund or credit will be given for any early termination of this Order or this Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

Use of Recommended Supplies; Meter Readings. (a) It is not a condition of this Order that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. AMR cannot and does not collect Customer document content. Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the Internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

Customer Obligations. Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).



Connectivity and Professional Services. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in this Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under this Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

Insurance. Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Order.

Indemnification. Each party (Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Order, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Order. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Limitations. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS ORDER, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS ORDER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS ORDER. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Returns; Damaged Products. No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Warranty. Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Ricoch Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS ORDER, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.



Assignment; Force Majeure. Customer shall neither assign any right or interest arising under this Order nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

Non-Solicitation; Independent Contractors. Customer agrees that during the Term of this Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

Electronic Signatures. Each party agrees that electronic signatures of the parties on this Order will have the same force and effect as manual signatures.

Advice of Counsel. Customer represents and warrants that it has obtained or has had the opportunity to obtain the advice of legal counsel of its choice prior to executing this Order and thereby executes this Order knowingly and willingly after receiving such legal advice.

Governing Law; Entire Agreement. This Order shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Order. The Uniform Computer Information Transactions Act shall not apply to this Order. This Order constitutes the entire agreement between the parties with respect to the subject matter contained in this Order, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Order, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Order shall be given no force or effect. Purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Order, shall: (i) be subject to this Order; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Order. The delay or failure of either party to enforce at any time any of the provisions of this Order shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Order. If any provision of this Order is held to be invalid or unenforceable, this Order shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept this Order by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon this order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Order in delivering Products and Services. This Order may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Order should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature: <i>Sonia A Harrison</i>
Printed Name:	Printed Name: Sonia A Harrison
Title:	Title: OMM
Date	Date 06/25/20

Initials



RICOH

THIS IS A COPY
 This is a copy view of the Authoritative Copy held
 by the designee
 Ricoh USA, Inc.
 300 Eagleview Blvd #200
 Exton, PA 19341

U.S. Communities Master Lease Agreement

Number: 3758017

CUSTOMER INFORMATION

Full Legal Name SARATOGA SPRINGS, CITY OF				
Address 474 BROADWAY STE 9				
City SARATOGA SPRINGS	State NY	Zip 12866-2264	Contact Karen Perrino	Telephone Number (518)587-3550
Federal Tax ID Number 14-6002423 <small>(Do Not Insert Social Security Number)</small>		Facsimile Number		E-mail Address karen.perrino@saratoga-springs.org

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd #200, Exton, PA 19341.

1. **Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
2. **Schedules; Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
3. **Term; Payments.**
 - (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule.

To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.

- (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.
- (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).
- (d) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this

Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. **Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. **YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU.** However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. **WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. **YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.**
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the

- Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.
13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal; Return of Product.** UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.
16. **Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE

MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. **Counterparts: Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
- (a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) **Non-Appropriation/Non-Substitution.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease

Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

- (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER

By: X
Authorized Signer Signature
 Printed Name: _____
 Title: _____ Date: _____
 Facsimile Number: _____

Accepted by: RICOH USA, INC.

DocuSigned by:

By: Dee Hopkins
Authorized Signer Signature
 Printed Name: Dee Hopkins
 Title: Transaction Support Date: 06-24-2020
 Facsimile Number: _____

RICOH

Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

THIS ADDENDUM (this "Addendum"), dated as of the 24 day of JUNE, 2020, is to that certain US Communities Master Lease Agreement no. 3758017 (the "Agreement"), dated as of the 24 day of JUNE, 2020, between Ricoh USA, Inc. ("we" or "us") and SARATOGA SPRINGS, CITY OF as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The first and second sentences of Section 16 of the Agreement shall be amended and restated to read as follows:

"YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. YOU ALSO CONSENT TO THE VENUE AND JURISDICTION OF ANY COURT LOCATED IN THE STATE OF NEW YORK TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT."

2. Section 16 of the Agreement shall be further amended by adding the following sentence at the end of such Section: "If required by law, the provisions of Section 109 of the New York General Municipal Law are incorporated herein by reference."
3. Section 18(b) of the Agreement shall be amended and restated to read as follows:

"(b) Non-Appropriation of Funds. You intend to remit all Payments and other amounts due to us for the entire term of this Lease Agreement and each Schedule to this Lease Agreement if funds are legally available. You reasonably believe that moneys in an amount sufficient to remit all such Payments and amounts can and will lawfully be appropriated and made available to permit your continued utilization of the Product and the performance of its essential function during the entire term of this Lease Agreement and each Schedule to this Lease Agreement. The person in charge of preparing your budget will include in each of your fiscal budgets a request for all Payments to become due in such fiscal period and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal period sufficient to pay all Payments coming due therein. We acknowledge that appropriation of moneys for Payments is a governmental function which you cannot contractually commit yourself in advance to perform, and neither this Lease Agreement nor any Schedule to this Lease Agreement constitutes such a commitment. In the event you are not granted an appropriation of funds for any Product subject to any Schedule to this Lease Agreement at any time during the term of such Schedule, at least thirty (30) days prior to the end of your fiscal period, your chief financial officer shall certify in writing to us that funds have not been appropriated for

[NEW YORK]

the next fiscal period and, thereafter you shall make available to us (or our designee) all, but not less than all, of such Product, at your sole expense, in accordance with Section 14 of this Lease Agreement and terminate the Payments under such Schedule on the last day of the fiscal period for which appropriations were received by remitting to us all Payments and other amounts which are due and have not been paid at or before the end of such fiscal period.

This Lease Agreement and each Schedule to this Lease Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of such Schedule, and no liability on account thereof shall be incurred by the Customer beyond the amount of such monies. The lease obligation under a Schedule to this Lease Agreement is not a general obligation of the Customer. Neither the full faith and credit nor the taxing power of the Customer are pledged to the payment of any amount due or to become due under such lease under a Schedule to this Lease Agreement. It is understood that neither this Lease Agreement, any Schedule to this Lease Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Lease Agreement or any Schedule to this Lease Agreement.”

4. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER**Ricoh USA, Inc.**

X

Authorized Signature

Date

Print Authorized Signer Name

Title

DocuSigned by:

Dee Hopkins

06-24-2020

FB18DB0A4E3C4E0...

Authorized Signature

Date

Dee Hopkins

Transaction Support

Print Authorized Signer Name

Title

**EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION**

Customer Name:	SARATOGA SPRINGS, CITY OF			Phone:	(518)587-3550
Contact Name:	Karen Perrino			City:	SARATOGA SPRINGS
Address:	5 LAKE AVE			Fax/Email:	karen.perrino@saratoga-springs.org
State:	NY	Zip:	12866-2264		

Make	Model	Serial Number
	MPC307	C506PB01134/C91104699

Customer Name:	SARATOGA SPRINGS, CITY OF			Phone:	(518)587-3550
Contact Name:	Karen Perrino			City:	SARATOGA SPRINGS
Address:	5 LAKE AVE CITY HALL			Fax/Email:	karen.perrino@saratoga-springs.org
State:	NY	Zip:	12866		

Make	Model	Serial Number
	MP201SPF	W3028701415/C81005291

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("RicoH") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☒ **Equipment Removal (Owned by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.

☒ **Equipment Removal (Leased by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER

Signature: _____

Name: _____

RICOH USA, INC.Signature: Sonia A Harrison

Name: _____



RICOH

 **ORIGINAL**

Title: _____
Date: _____

Sonia A Harrison

Title: OMM
Date: 06/23/20

Initials



RICOHRicoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341**U.S. Communities Product Schedule**Product Schedule Number: 3758017ML
Master Lease Agreement Number: 3758017

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and SARATOGA SPRINGS, CITY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and RICOH USA INC. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

SARATOGA SPRINGS, CITY OF				Karen Perrino			
Customer (Bill To)				Billing Contact Name			
5 LAKE AVE				474 BROADWAY STE 9			
Product Location Address				Billing Address (if different from location address)			
SARATOGA SPRINGS	SARATOGA	NY	12866-2264	SARATOGA SPRINGS	SARATOGA	NY	12866-2294
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (518)587-3550		Billing Contact Facsimile Number		Billing Contact E-Mail Address karen.perrino@saratoga-springs.org			

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model	Street Address/City/State/Zip
1	RICOH IMC300F CONFIGURABLE PTO MODEL	5 LAKE AVE, SARATOGA SPRINGS, NY, 12866-2264, US
1	RICOH IM350F CONFIGURABLE PTO MODEL	5 LAKE AVE, SARATOGA SPRINGS, NY, 12866-2264, US

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
60	\$81.38	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: ☒ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages:)**TERMS AND CONDITIONS**

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**



3. Additional Provisions (if any) are: Per US Communities Contract 4400003732

Initials

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X _____ Authorized Signer Signature	DocuSigned by: By: X <u>Dee Hopkins</u> _____ Authorized Signer Signature
Printed Name: _____	Printed Name: <u>Dee Hopkins</u>
Title: _____ Date: _____	Title: <u>Transaction Support</u> <u>06-24-2020</u> Date: _____





Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

U.S. Communities Product Schedule

Product Schedule Number:
Master Lease Agreement Number: **1023244**

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CUSTOMER INFORMATION

SARATOGA SPRINGS, CITY OF				Karen Perrino			
Customer (Bill To)				Billing Contact Name			
5 LAKE AVE.				474 BROADWAY STE 9			
Product Location Address				Billing Address (if different from location address)			
SARATOGA SPRINGS	SARATOGA	NY	12866-2264	SARATOGA SPRINGS	SARATOGA	NY	12866-2294
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (518)587-3550			Billing Contact Facsimile Number		Billing Contact E-Mail Address karen.perrino@saratoga-springs.org		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make& Model	Street Address/City/State/Zip
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1	RICOH IM350F CONFIGURABLE PTO MODEL	5 LAKE AVE, SARATOGA SPRINGS, NY, 12866-2264, US

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
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Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages:)

TERMS AND CONDITIONS

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