



CITY OF SARATOGA SPRINGS

City Council Meeting



December 29, 2020 Zoom Meeting - Registration Required

PUBLIC HEARINGS BEGIN 2:55 P.M.

02:55 PM P.H. - Amend Capital
Program and Budget for New York State
Power Authority Energy Services
Program - Street Lights

 [Print](#)

3:00 PM

CALL TO ORDER

1. ZOOM REGISTRATION HERE

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

EXECUTIVE SESSION:

CONSENT AGENDA

1. Approve of Use of Insurance Reserve Resolution #7
2. Approve Budget Amendments - Insurance Reserve #7
3. Approve Budget Amendments - Insurance
4. Budget Amendments - Regular (Increases)
5. Approve Budget Transfers - Capital
6. Approve Budget Transfers - Debt Service
7. Approve Budget Transfers - Insurance
8. Budget Transfers - Regular
9. Approve Payroll 12/18/2020 \$542,185.56
10. Approve Payroll 12/25/20 \$548,057.74
11. Approve Mid-Warrant - 2020 20MWDEC3

MAYOR'S DEPARTMENT

1. Discussion and Vote: Accept Christmas Wish Grant for Camp Saradac - \$750.00

ACCOUNTS DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Addendum #4 with GAR Associates
 2. Discussion and Vote: Authorization for Mayor to Sign Contract with eScribers for Transcription Services
-

FINANCE DEPARTMENT

1. Discussion and Vote: Capital Program and Budget Amendment (Proj 1277): New York Power Authority (NYPA) for the Energy Efficient Program - Street Lights
 2. Discussion and Vote: Authorization for the Mayor to sign an Authorization to Proceed (ATP) with the New York Power Authority (NYPA) for the Energy Efficient Program - LED Street Lights
 3. Discussion and Vote: Authorization for the Mayor to sign Addendum One with Fiscal Advisors and Marketing for Fiscal Advisement
 4. Discussion and Vote: Authorization for Mayor to sign Addendum One with Walsh and Walsh as City Bond Counsel
 5. Discussion and Vote: Budget Transfers - Benefits
 6. Discussion and Vote: Budget Transfers - Payroll
 7. Announcement: Thank You for the Cell Phone Donation - Wellspring
-

PUBLIC WORKS DEPARTMENT

PUBLIC SAFETY DEPARTMENT

SUPERVISORS

ADJOURN

RESOLUTION
(For Expenditure from the INSURANCE RESERVE FUND)

WHEREAS, the City Council of the City of Saratoga Springs established the INSURANCE Reserve Fund on October 15, 2013 pursuant to New York State General Municipal Law § 6-n "to make expenditures for any loss, claim, action or judgment for which the City of Saratoga Springs is authorized or required to purchase or maintain insurance pursuant to said statute", and,

WHEREAS, certain property and casualty claims have been filed against the City, and said claims are below the City's property and casualty insurance deductible. Expenditures for said claims remain due and owing, and said claims are of a kind or type that may be lawfully paid from the City's INSURANCE Reserve Fund. The funds are needed to pay for out of pocket deductible expense for the Department of Public Safety's automobile property damage claim FNU4466.

NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditures not to exceed the amount of Fifteen Thousand Two Dollars and Fifty Five Cents (\$15,002.55) is hereby approved as authorized as in accordance with the INSURANCE Reserve Fund to be placed in A3041934-54775.

Ayes: ____ Nays: ____

Dated: *December 29, 2020*

Director Risk and Safety Request/Date:  12/16/2020

Commissioner of Accounts John P Franck Approval/Date:  12/16/20

City Attorney Approval/Date:  12/16/2020

FNU4466



MARKET VALUATION REPORT

Prepared for TRAVELERS



REPORT SUMMARY



CLAIM INFORMATION

Owner	City Of Saratoga Springs, Unknown Saratoga Springs, NY 12866
Loss Unit	Police 2017 Ford EXPLORER 4X4 POLICE 6cyl. 3.7l Sport Utility Vehicle
Loss Unit Type	SPECIALTY VEHICLES
Loss Incident Date	11/26/2020
Claim Reported	12/10/2020

The CCC ONE® Market Valuation Report reflects CCC Information Services Inc.'s opinion as to the value of the loss unit, based on information provided to CCC by TRAVELERS.



INSURANCE INFORMATION

Report Reference Number	99869416
Claim Reference	FNU4466001
Adjuster	Verissimo, Flavia
Odometer	85,396
Last Updated	12/10/2020 02:19 PM



VALUATION SUMMARY

Base Value	\$ 16,363.00
Adjusted Value	\$ 16,363.00
Tax (7%)	+ \$ 1,145.41
Tax reflects applicable state, county and municipal taxes.	
DMV	+ \$ 10.00
Total	\$ 17,518.41

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

BASE VALUE

This is derived from comparable unit(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

Inside the Report

Valuation Methodology.....	2
Loss Unit Information.....	3
Comparable Units.....	6
Valuation Notes.....	8
Supplemental Information.....	9

32,520.96
- 17,518.41

#15,002.55

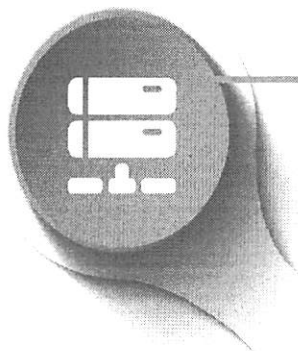
VALUATION METHODOLOGY

How was the valuation determined?



CLAIM INSPECTION

TRAVELERS has provided CCC with the zip code where the loss unit is garaged, loss unit VIN, mileage/hours, options and additional equipment, as well as loss unit condition, which is used to assist in determining the value of the loss unit.

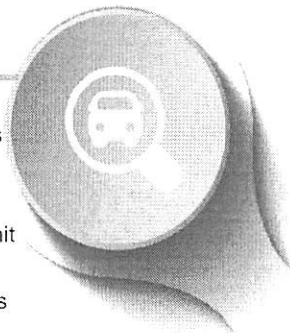


DATABASE REVIEW

CCC maintains an extensive database of units that currently are or recently were available for sale in the U.S. This database includes units advertised for sale by dealerships or private parties. All of these sources are updated regularly.

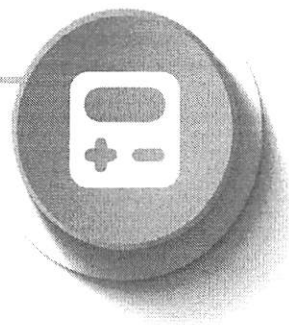
SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable units are selected. On current year units, new units for sale at the time of the valuation may have been used. The zip code where the loss unit is garaged determines the starting point for the search. Comparable units are similar to the loss unit based on relevant factors. If a sufficient number of comparable units cannot be located, CCC may also obtain dealer quotations for a unit with attributes as reported by the insurer.



CALCULATE VALUATION

Adjustments to the price of the selected comparable units are made to reflect differences in attributes, including mileage/hours, options, additional equipment, refurbishments, after factory equipment, and condition. Dollar adjustments are based upon market research. Finally, the Base Value is the straight average of the adjusted values of the comparable units. Due to the unique nature of the loss units valued in the Commercial and Recreational Vehicle division, a valuation specialist handles each request individually.



CCC ONE. MARKET VALUATION REPORT

Owner: City Of Saratoga Springs,
Unknown
Claim: FNU4466001



LOSS UNIT INFORMATION

LOSS UNIT DETAILS

Location	Saratoga Springs , NY 12866
VIN	1FM5K8AR9HGC56969
Year	2017
Make	Ford
Model	EXPLORER 4X4 POLICE
Drivetrain	4X4

LOSS UNIT CONDITION

	Condition
Overall Rating	Average

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicles .

Please review the information in the Loss Unit Information Section to confirm the reported mileage and condition, and to verify that the information accurately reflects the options, additional equipment, refurbishments or other aspects of the loss unit that may impact the value.

TRAVELERS uses condition inspection guidelines to determine the condition of the loss unit prior to the loss. The guidelines describe physical characteristics for the loss unit, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss unit's condition.

CCC ONE. MARKET VALUATION REPORT

Owner: City Of Saratoga Springs,
Unknown
Claim: FNU4466001

LOSS UNIT EQUIPMENT

To the left is the equipment of the loss
unit that TRAVELERS provided to CCC.

CT - Transmission	AUTOMATIC TRANSMISSION	✓
	4 WHEEL DRIVE	✓
PO - Power	POWER STEERING	✓
	POWER BRAKES	✓
	POWER WINDOWS	✓
	POWER LOCKS	✓
	POWER MIRRORS	✓
	POWER DRIVER SEAT	✓
	POWER ADJUSTABLE PEDALS	✓
IS - Seats/Interior	BUCKET SEATS	✓
	CLOTH SEATS	✓
	RECLINING/LOUNGE SEATS	✓
CS - Convenience	AIR CONDITIONING	✓
	DUAL MIRRORS	✓
	INTERMITTENT WIPERS	✓
	TILT WHEEL	✓
	CRUISE CONTROL	✓
	REAR DEFOGGER	✓
	MESSAGE CENTER	✓
	STEERING WHEEL TOUCH CONTROLS	✓
	REAR WINDOW WIPER	✓
	OVERHEAD CONSOLE	✓
CR - Radio	AM RADIO	✓
	FM RADIO	✓
	STEREO	✓
	SEARCH/SEEK	✓
	CD PLAYER	✓
	AUXILIARY AUDIO CONNECTION	✓
CW - Wheels	STYLED STEEL WHEELS	✓
SS - Safety	AIR BAG (DRIVER ONLY)	✓
	PASSENGER AIR BAG	✓
	ANTI-LOCK BRAKES (4)	✓
	4-WHEEL DISC BRAKES	✓
	TRACTION CONTROL	✓

CCC ONE. MARKET VALUATION REPORT

Owner: City Of Saratoga Springs,
Unknown
Claim: FNU4466001

LOSS UNIT EQUIPMENT

OP - Other	STABILITY CONTROL	✓
	FRONT SIDE IMPACT AIR BAGS	✓
	HEAD/CURTAIN AIR BAGS	✓
	BACKUP CAMERA	✓
	PRIVACY GLASS	✓
	REAR SPOILER	✓
	CLEARCOAT PAINT	✓
	REAR STEP BUMPER	✓
	CALIFORNIA EMISSIONS	✓

CCC ONE. MARKET VALUATION REPORT

Owner: City Of Saratoga Springs,
Unknown
Claim: FNU4466001



COMPARABLE UNITS

	Loss Unit	Comp 1	Comp 2	Comp 3
Price		\$17,495	\$16,495	\$16,795
Year/Make/Model	2017 Ford EXPLORER 4X4 POLICE	2017 Ford EXPLORER 4X4 POLICE	2017 Ford EXPLORER 4X4 POLICE	2017 Ford EXPLORER 4X4 POLICE
Odometer	85,396	72,988	79,432	68,194
Configuration				
Engine Cylinder	6	6	6	6
Model Description	3.7L	3.7L	3.7L	3.7L
Body Type	SPORT UTILITY VEHICLE	SPORT UTILITY VEHICLE	SPORT UTILITY VEHICLE	SPORT UTILITY VEHICLE
Drivetrain	4X4	4X4	4X4	4X4
Options				
RG - Passenger Air Bag	✓	✓	✓	✓
BS - Bucket Seats	✓	✓	✓	✓
4W - 4 Wheel Drive	✓	✓	✓	✓
RD - Rear Defogger	✓	✓	✓	✓
DT - Privacy Glass	✓	✓	✓	✓
M3 - Auxiliary Audio Connection	✓	✓	✓	✓
RL - Reclining/Lounge Seats	✓	✓	✓	✓
TQ - Steering Wheel Touch	✓	✓	✓	✓
Controls				
DM - Dual Mirrors	✓	✓	✓	✓
ST - Stereo	✓	✓	✓	✓
XG - Front Side Impact Air Bags	✓	✓	✓	✓
SY - Styled Steel Wheels	✓	✓	✓	✓
DG - Head/Curtain Air Bags	✓	✓	✓	✓
FM - FM Radio	✓	✓	✓	✓
MC - Message Center	✓	✓	✓	✓
HF - Hands Free	x	✓	✓	x
AT - Automatic Transmission	✓	✓	✓	✓
WP - Rear Window Wiper	✓	✓	✓	✓
SE - Search/Seek	✓	✓	✓	✓
CS - Cloth Seats	✓	✓	✓	✓
IP - Clearcoat Paint	✓	✓	✓	✓
SL - Rear Spoiler	✓	✓	✓	✓
DB - 4-Wheel Disc Brakes	✓	✓	✓	✓

Comp 1 Updated Date: 12/10/2020

2017 Ford EXPLORER 4X4 POLICE

VIN 1FM5K8AR7HGD13590

Dealership METROWEST AUTO
SALES

Location Worcester, MA

Telephone (508) 556-7129

Source Dealer Ad

Stock # D13590

Comp 2 Updated Date: 09/26/2020

2017 Ford EXPLORER 4X4 POLICE

VIN 1FM5K8ARXHGA13283

Dealership International Auto S

Location Marlborough, MA

Telephone (508) 251-8694

Source Dealer Ad

Stock # B3283

Comp 3 Updated Date: 10/20/2020

2017 Ford EXPLORER 4X4 POLICE

VIN 1FM5K8AR4HGA77495

Dealership International Auto S

Location Brockton, MA

Telephone (508) 436-2276

Source Dealer Ad

Stock # B7495

Comparables used in the determination of the Base Value are not intended to be replacement units but are reflective of the market value, and may no longer be available for sale.

Price is the amount that the dealership will accept to sell the unit, though a lower price may be obtainable through negotiation.

COMPARABLE UNITS

	Loss Unit	Comp 1	Comp 2	Comp 3
SP - Power Driver Seat	✓	✓	✓	✓
T1 - Stability Control	✓	✓	✓	✓
IW - Intermittent Wipers	✓	✓	✓	✓
PL - Power Locks	✓	✓	✓	✓
AC - Air Conditioning	✓	✓	✓	✓
PM - Power Mirrors	✓	✓	✓	✓
AB - Anti-Lock Brakes (4)	✓	✓	✓	✓
EM - California Emissions	✓	✗	✗	✗
PW - Power Windows	✓	✓	✓	✓
AG - Drivers Side Air Bag	✓	✓	✓	✓
PP - Power Adjustable Pedals	✓	✓	✓	✓
CC - Cruise Control	✓	✓	✓	✓
PS - Power Steering	✓	✓	✓	✓
CD - CD Player	✓	✓	✓	✓
TX - Traction Control	✓	✓	✓	✓
CO - Overhead Console	✓	✓	✓	✓
PX - Backup Camera	✓	✓	✓	✓
AM - AM Radio	✓	✓	✓	✓
TW - Tilt Wheel	✓	✓	✓	✓
PB - Power Brakes	✓	✓	✓	✓
SB - Rear Step Bumper	✓	✓	✓	✓

Additional Equipment

Push Bumper	✗	✗	✗	✓
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Condition	Average	Average	Average	Average
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Adjustments:

Additional Equipment

Push Bumper	- \$ 211
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Options

HF - Hands Free	- \$ 100	- \$ 100
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Odometer	- \$ 442	- \$ 199	- \$ 643
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Condition

Adjusted Comparable Value	\$16,953	\$16,196	\$15,941
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VALUATION NOTES

12/10/2020 14:19 - The valuation described above was the best available method to determine the value of the loss vehicle, as provided in New York Regulation 64, Section 216.7© (1)(v).

12/10/2020 14:10 - Loss Vehicle Average Mileage: 51464

12/10/2020 14:10 - STANDARD EQUIPMENT: 4W, AB, AC, AG, AM, AT, BS, CC, CD, CO, CS, DB, DG, DM, DT, FM, IP, IW, MC, PB, PL, PM, PP, PS, PW, PX, RD, RG, RL, SB, SE, SL, SP, ST, SY, T1, TQ, TW, TX, WP, XG, M3

This Market Valuation Report has been prepared exclusively for use by TRAVELERS, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of valuations, and there are other valuation sources available.

CCC ONE. MARKET VALUATION REPORT

SUPPLEMENTAL INFORMATION

Owner: City Of Saratoga Springs,
Unknown
Claim: FNU4466001



LOSS UNIT HISTORY INFORMATION

VINGuard®

VINGuard® Message: VINGuard has decoded this VIN without any errors

CCC ONE. MARKET VALUATION REPORT

SUPPLEMENTAL INFORMATION

Owner: City Of Saratoga Springs,
Unknown
Claim: FNU4466001



EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK

Abandoned	✓	No Abandoned Record Found
Damaged	✓	No Damaged Record Found
Fire Damage	✓	No Fire Damage Record Found
Grey Market	✓	No Grey Market Record Found
Hail Damage	✓	No Hail Damage Record Found
Insurance Loss	✓	No Insurance Loss Record Found
Junk	✓	No Junk Record Found
Rebuilt	✓	No Rebuilt Record Found
Salvage	✓	No Salvage Record Found

EVENT CHECK

NHTSA Crash Test Vehicle	✓	No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓	No Frame Damage Record Found
Major Damage Incident	✓	No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓	No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓	No Odometer Problem Record Found
Recycled	✓	No Recycled Record Found
Branded Title Auction	✓	No Branded Title Auction Record Found
Water Damage	✓	No Water Damage Record Found

VEHICLE INFORMATION

Accident	☐	Accident Record Found
Corrected Title	✓	No Corrected Title Record Found
Driver Education	✓	No Driver Education Record Found
Duplicate Title	✓	No Duplicate Title Record Found
Emissions Safety Inspection	✓	No Emissions Safety Inspection Record Found
Fire Damage Incident	✓	No Fire Damage Incident Record Found
Lease	✓	No Lease Record Found
Lien	✓	No Lien Record Found
Livery Use	✓	No Livery Use Record Found
Government Use	✓	No Government Use Record Found
Police Use	✓	No Police Use Record Found
Fleet	✓	No Fleet Record Found
Rental	✓	No Rental Record Found
Fleet and/or Lease	✓	No Fleet and/or Lease Record Found
Fleet and/or Rental	✓	No Fleet and/or Rental Record Found
Repossessed	✓	No Repossessed Record Found
Taxi use	✓	No Taxi use Record Found
Theft	✓	No Theft Record Found

RESULTS FOUND

RESULTS FOUND

RESULTS FOUND

CCC provides TRAVELERS information reported by Experian® regarding the 2017 Ford EXPLORER 4X4 POLICE 6cyl. 3.7l (1FM5K8AR9HGC56969). This data is provided for informational purposes. Unless otherwise noted in this Market Valuation Report, CCC does not adjust the value of the loss unit based upon this information.

LEGEND :

- ✓ No Event Found
- ☐ Event Found
- ☐ Information Needed

TITLE CHECK

THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss unit show no significant title events. When found, events often indicate automotive damage or warnings associated with the unit.

EVENT CHECK

THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss unit show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION

INFORMATION FOUND
AutoCheck found additional information on this loss unit. These records will provide more history for this loss unit

ODOMETER CHECK

THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss unit show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 12/10/2020

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	EVENT LOCATION	ODOMETER READING	DATA SOURCE	EVENT DETAIL
03/12/2017			Independent Source	VEHICLE MANUFACTURED AND SHIPPED TO DEALER
05/15/2017	SARATOGA SPRINGS, NY	8	Motor Vehicle Dept.	TITLE
05/25/2018			Manufacturer	MANUFACTURER RECALL
02/21/2019			Manufacturer	MANUFACTURER RECALL
11/26/2020	SARATOGA SPRINGS, NY		Police Report	ACCIDENT REPORTED
11/26/2020	NY		Police Report	VEHICLE WAS TOWED

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable. BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

IN STOCK

CHI-001854

NY

9-NORMAL, NB, 001854, LJO92

11896

120200919

3402

CERT CERT CERT

TRD

RAMP

BUMP

CAMP

BOOK

EXFL

1FMSK8AB5

LGD18637

NB

FU13



Go Further

ford.com

VEHICLE DESCRIPTION

POLICE INTERCEPTOR LG D18637

2020 UTILITY AWD
119" WHEELBASE
3.3L TI-VCT V8 FFV ENGINE
10-SPEED AUTO TRANSMISSION

EXTERIOR
AGATE BLACK METALLIC
INTERIOR
EBONY CLOTH FRT/VINYL REAR

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- 18" H.D. STEEL WHEELS
- 255/60R18 A/S BSW POLICE TIRES
- CLASS III HITCH RECEIVER
- DUAL EXHAUST SYSTEM
- DUAL POWER MIRRORS
- FULL SIZE 18" SPARE W/TPMS
- HEADLAMPS - AUTO, LED
- LOW/HIGH INCLUDED FRONT HOUSING (W/ LED W/O WAG)
- KEY LOCKS (DR/PASS/FTGT)
- PRIVACY GLASS 2ND/3RD ROW

INTERIOR

- 36/30/35 SPLIT VINYL REAR
- A/C W/AUTOMATIC CLIMATE CONTROL, DUAL ZONE
- BLACK VINYL FLOOR COVERING
- CERTIFIED SPEEDOMETER
- CLOTH BUCKET FRONT SEATS
- CONSOLE MOUNTING PLATE
- ENGINE HOUR / IDLE METER
- PWR DR SEAT/6-WAY/M LUMBAR
- RED/WHITE TASK LIGHTING
- SEATBACK INTRUSION PLATES
- TILT/TELESCOPING STEERING WHL W/ 4 CONFIGURABLE LATCHING SWITCHES

• UNIVERSAL TOP TRAY

FUNCTIONAL

- AM/FM/MP3/BLUETOOTH & USB
- COLUMN MOUNTED SHIFTER
- ENGINE OIL COOLER
- FORD TELEMATICS™
- FULL-TIME ALL WHEEL DRIVE SYSTEM
- HEAVY DUTY SUSPENSION
- HEAVY-DUTY 80-AMP BATTERY
- INTERIOR TRUNK/LIFTGATE RELEASE
- POLICE BRAKES: 4 WHL DISC W/ ABS & TRACTION CONTROL
- POWER STEERING W/EPAS
- REAR VIEW CAMERA

• TRANSMISSION OIL COOLER

- TRANSMISSION-10-SPEED AUTO SAFETY/SECURITY
- 75 MPH REAR-CRASH TESTED
- ADVANCETRAC® WITH RSC®
- AIRBAGS - FRONT AND SIDE
- AIRBAGS - SAFETY CANOPY
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

WARRANTY

- 3 YR/36K MILE BUMPER-TO-BUMPER WARRANTY
- 5 YR/100K MILE POWERTRAIN CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)

INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 600A

(MSRP)

OPTIONAL EQUIPMENT/OTHER

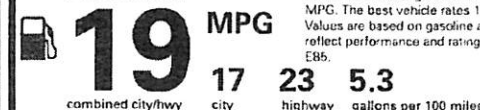
- AM/FM STEREO - 3,530.00
- 3.3L TI-VCT V8 FFV ENGINE NO CHARGE
- 10-SPEED AUTO TRANSMISSION NO CHARGE
- CARGO DOME LAMP - RED/WHITE NO CHARGE
- 50 STATE EMISSIONS NO CHARGE
- COURTESY LAMP DISABLE 25.00
- DRIVER SIDE LED SPOT LAMP 395.00
- POWER MIRROR/SPOTTER/HEATED 60.00
- KEYED ALIKE - KEY CODE B 50.00
- NOISE SUPPRESSION BOND STRAPS 100.00
- REAR DR HNDL AND LOCKS INOPR 75.00
- FLEX-FUEL CAPABILITY NO CHARGE
- FRONT LICENSE PLATE BRACKET NO CHARGE

PRICE INFORMATION

BASE PRICE	\$40,615.00
TOTAL OPTIONS/OTHER	- 2,775.00
TOTAL VEHICLE & OPTIONS/OTHER	37,840.00
DESTINATION & DELIVERY	1,245.00

EPA DOT Fuel Economy and Environment

Fuel Economy



Driving Range
Gasoline: 414 miles
Ethanol (E85): 305 miles

Standard SUVs range from 13 to 101 MPG. The best vehicle rates 136 MPGe. Values are based on gasoline and do not reflect performance and ratings based on E85.

You spend **\$3,250** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **\$2,150**

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$7,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.70 per gallon. This is a dual fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver Passenger ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat Rear seat ★★★★★

Based on the risk of injury in a side impact

Rollover ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FMSK8AB5LGD18637



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



Go Further

The modern is active and sending vehicle data (e.g. diagnostics) to Ford. See in-vehicle settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain remote features (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T network availability. Evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.



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RAMP ONE	CA46	CONVOY
RAMP TWO		
ITEM #:	13-8919 O/T 6B	
This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.		

TOTAL MSRP \$39,085.00

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SPECIAL ORDER
LJ092 N RB 2X 040 001854 09 09 20

12/15/2020

1202009193402

2020 IN STOCK SELL # 32,520.96

**CITY OF SARATOGA SPRINGS
BUDGET AMENDMENT REQUEST**

DEPARTMENT OF Accounts

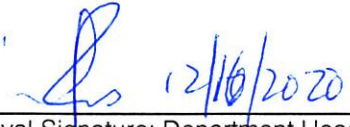
FOR THE CITY COUNCIL MEETING 12/29/2020

REVENUE ORG/OBJECT	AMOUNT	EXPENDITURE ORG/OBJECT	AMOUNT
A012-40511	\$15,002.55	A3041934-54775	\$15,002.55

TOTALS

\$15,002.55

\$15,002.55


Approval Signature: Department Head

 12/16/20
Date

In accordance with section 4.4.10 of the City Charter and the City's budget amendment policy, all amendments shall be accompanied by written justification, including the financing source. Please provide explanation on this form, or if necessary attach a separate sheet.

Explanation - Use additional sheets if necessary

Insurance Reserve Funding 2020 Deductibles for FNU4466. Rivers 12162020

12/24/2020 11:34
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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	12	192 12/29/2020	BUDGET	CCM 122920	BUA AMEND-INS7	1	2			
1	A012	40511		PROPERTY TAX	USE OF RESTRICTED FUND BALANCE		-712,177.50	-15,002.55	-727,180.05	
	A	-01-2-0000-0-40511	-		INS RES DD FNU4466		12/29/2020			
2	A3041934	54775		MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE		57,774.01	15,002.55	72,776.56	
	A	-30-4-1930-4-54775	-		INS RES DD FNU4466		12/29/2020			
** 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					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2020 12	192								
BUA A012-40511						USE OF RESTRICTED FUND BALANCE	5		15,002.55
	12/29/2020	AMEND-INS7 BUDGET CCM 122920				INS RES DD FNU4466			
BUA A3041934-54775						SELF INSURANCE	5	15,002.55	
	12/29/2020	AMEND-INS7 BUDGET CCM 122920				INS RES DD FNU4466			
								.00	.00
BUA A-2960						APPROPRIATIONS			15,002.55
	12/29/2020	AMEND-INS7 BUDGET CCM 122920							
BUA A-1510						ESTIMATED REVENUES		15,002.55	
	12/29/2020	AMEND-INS7 BUDGET CCM 122920							
SYSTEM GENERATED ENTRIES TOTAL								15,002.55	15,002.55
JOURNAL 2020/12/192 TOTAL								15,002.55	15,002.55

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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 12	192	12/29/2020			
A-1510				ESTIMATED REVENUES	15,002.55	
A-2960				APPROPRIATIONS		15,002.55
				FUND TOTAL	15,002.55	15,002.55

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

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LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2020	12	194	12/29/2020	BUDGET	CCM 122920 BUA	AMEND-INS	1	2		
1	A094	42680		DPS SALE OF PROP & COMP FOR INSURANCE RECOVERY			-80,885.24	-23,585.23	-104,470.47	
	A	-09-4-0000-0-42680	-			TRAV REIMB FNU4466	12/29/2020			
2	A3041934	54775		MEDICAL AND CASUALTY INSURANCE			57,774.01	23,585.23	81,359.24	
	A	-30-4-1930-4-54775	-			TRAV REIMB FNU4466	12/29/2020			
						** 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					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2020 12 194									
BUA A094-42680						INSURANCE RECOVERY	5		23,585.23
	12/29/2020	AMEND-INS	BUDGET	CCM	122920	TRAV REIMB FNU4466			
BUA A3041934-54775						SELF INSURANCE	5	23,585.23	
	12/29/2020	AMEND-INS	BUDGET	CCM	122920	TRAV REIMB FNU4466			
								.00	.00
BUA A-2960						APPROPRIATIONS			23,585.23
	12/29/2020	AMEND-INS	BUDGET	CCM	122920				
BUA A-1510						ESTIMATED REVENUES		23,585.23	
	12/29/2020	AMEND-INS	BUDGET	CCM	122920				
						SYSTEM GENERATED ENTRIES TOTAL		23,585.23	23,585.23
						JOURNAL 2020/12/194 TOTAL		23,585.23	23,585.23

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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 12	194	12/29/2020	ESTIMATED REVENUES	23,585.23	
A-1510				APPROPRIATIONS		23,585.23
A-2960						
				FUND TOTAL	23,585.23	23,585.23

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2020	12	201 12/29/2020	BUDGET	CCM 122920	BUA AMEND-REG	1	2		
1	A106	42705	MISCELLANEOUS	LOCAL SOURCES	GIFTS AND DONATIONS		-7,609.00	-750.00	-8,359.00
	A	-10-6-0000-0-42705	-		810 WYG FOR CAMP SARADAC	2021	12/29/2020		
2	A3567154	54500	SUMMER REC	PROG CS	PROGRAMS & BUS TRIPS		7,521.00	750.00	8,271.00
	A	-35-6-7150-4-54500	-		810 WYG FOR CAMP SARADAC	2021	12/29/2020		
					** 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					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2020 12 201									
BUA A106-42705						GIFTS AND DONATIONS	5		750.00
	12/29/2020	AMEND-REG	BUDGET	CCM	122920	810 WYG FOR CAMP SARADAC 2021			
BUA A3567154-54500						PROGRAMS & BUS TRIPS	5	750.00	
	12/29/2020	AMEND-REG	BUDGET	CCM	122920	810 WYG FOR CAMP SARADAC 2021			
								.00	.00
BUA A-2960						APPROPRIATIONS			750.00
	12/29/2020	AMEND-REG	BUDGET	CCM	122920				
BUA A-1510						ESTIMATED REVENUES		750.00	
	12/29/2020	AMEND-REG	BUDGET	CCM	122920				
						SYSTEM GENERATED ENTRIES TOTAL		750.00	750.00
						JOURNAL 2020/12/201 TOTAL		750.00	750.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
A GENERAL FUND	2020	12	201	12/29/2020				
A-1510					ESTIMATED REVENUES	750.00		
A-2960					APPROPRIATIONS			750.00
FUND TOTAL							750.00	750.00

** 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	12	289	12/29/2020	BUDGET	CCM 122920	BUA	TRANS-CAP	1	1	
1	H3638121	58030	1276	PERSONAL SERVICE	CITY PORTION SOCIAL SECURITY		508.84	111.59	620.43	
	H	-36-3-8120-1-58030	-1276		COVER COSTS THRU YEAR END		12/29/2020			
2	H3638122	52000	1276	SEWER PUMPING	CAPITAL PROJECT OUTLAY		240,932.24	-111.59	240,820.65	B
	H	-36-3-8120-2-52000	-1276		COVER COSTS THRU YEAR END		12/29/2020			
3	H3638141	58030	1271	STORM SEWER INFRASTRUCTURE PS	CITY PORTION SOCIAL SECURITY		.00	95.22	95.22	
	H	-36-3-8140-1-58030	-1271		COVER COSTS THRU YEAR END		12/29/2020			
4	H3638142	52000	1271	SOUTHEAST STORM DRAINAGE IMPROV	CAPITAL PROJECT OUTLAY		273,685.09	-95.22	273,589.87	B
	H	-36-3-8140-2-52000	-1271		COVER COSTS THRU YEAR END		12/29/2020			
					** 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 12	289									
BUA H3638121-58030-1276					CITY PORTION SOCIAL SECURITY	5		111.59		
12/29/2020 TRANS-CAP	BUDGET CCM 122920				COVER COSTS THRU YEAR END					
BUA H3638122-52000-1276					CAPITAL PROJECT OUTLAY	5				111.59
12/29/2020 TRANS-CAP	BUDGET CCM 122920				COVER COSTS THRU YEAR END					
BUA H3638141-58030-1271					CITY PORTION SOCIAL SECURITY	5		95.22		
12/29/2020 TRANS-CAP	BUDGET CCM 122920				COVER COSTS THRU YEAR END					
BUA H3638142-52000-1271					CAPITAL PROJECT OUTLAY	5				95.22
12/29/2020 TRANS-CAP	BUDGET CCM 122920				COVER COSTS THRU YEAR END					
JOURNAL 2020/12/289						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

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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	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
					LINE DESCRIPTION	EFF DATE			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2020	12	287 12/29/2020	BUDGET	CCM 122920	BUA TRANS-DSER	1	1		
1	V3719717 57998	1200	DEBT SERVICE		2014 BOND INTEREST		6,223.57	.09	6,223.66
	V -37-1-9710-7-57998	-1200			COVER THRU YEAR-END		12/29/2020		
2	V3719717 57996		DEBT SERVICE		121WOODLAWN AVE PARKING DECK C		59,214.18	-.09	59,214.09
	V -37-1-9710-7-57996	-			COVER THRU YEAR-END		12/29/2020		
3	P3426426 56330		SAD DEBT SERVICE PRINCIPAL		PARKING DECK		15,425.00	1,880.00	17,305.00
	P -34-2-6420-6-56330	-			COVER THRU YEAR-END		12/29/2020		
4	P3426424 54930		SAD CONT SERV		SPECIAL PROJECTS		45,358.00	-1,880.00	43,478.00
	P -34-2-6420-4-54930	-			COVER THRU YEAR-END		12/29/2020		
					** 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					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2020 12	287								
BUA V3719717-57998-1200						2014 BOND INTEREST	5	.09	
	12/29/2020	TRANS-DSER BUDGET CCM 122920				COVER THRU YEAR-END			
BUA V3719717-57996						12IWOODLAWN AVE PARKING DECK C	5		.09
	12/29/2020	TRANS-DSER BUDGET CCM 122920				COVER THRU YEAR-END			
BUA P3426426-56330						PARKING DECK	5	1,880.00	
	12/29/2020	TRANS-DSER BUDGET CCM 122920				COVER THRU YEAR-END			
BUA P3426424-54930						SPECIAL PROJECTS	5		1,880.00
	12/29/2020	TRANS-DSER BUDGET CCM 122920				COVER THRU YEAR-END			
JOURNAL 2020/12/287							TOTAL	.00	.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION 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	12	297	12/29/2020	BUDGET	CCM 122920	BUA TRANS-INS	1	1		
1	A3051414	54573		COMM OF ACCOUNTS CS	RISK-SAFETY PROGRAMMING		119,675.41	14,251.13	133,926.54	
	A	-30-5-1410-4-54573	-		COVER R&S EXPENSES		12/29/2020			
2	A3031934	54775		MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE		126,478.78	-14,251.13	112,227.65	
	A	-30-3-1930-4-54775	-		COVER R&S EXPENSES		12/29/2020			
3	A3031914	54773		LIABILITY INSURANCE	LIABILITY INSURANCE		341,819.85	1,272.42	343,092.27	
	A	-30-3-1910-4-54773	-		COVER COSTS THRU YEAR-END		12/29/2020			
4	A3051414	54573		COMM OF ACCOUNTS CS	RISK-SAFETY PROGRAMMING		119,675.41	-1,272.42	118,402.99	
	A	-30-5-1410-4-54573	-		COVER COSTS THRU YEAR-END		12/29/2020			
					** 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					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2020 12	297								
BUA A3051414-54573	12/29/2020	TRANS-INS	BUDGET	CCM	122920	RISK-SAFETY PROGRAMMING COVER R&S EXPENSES	5	14,251.13	
BUA A3031934-54775	12/29/2020	TRANS-INS	BUDGET	CCM	122920	SELF INSURANCE COVER R&S EXPENSES	5		14,251.13
BUA A3031914-54773	12/29/2020	TRANS-INS	BUDGET	CCM	122920	LIABILITY INSURANCE COVER COSTS THRU YEAR-END	5	1,272.42	
BUA A3051414-54573	12/29/2020	TRANS-INS	BUDGET	CCM	122920	RISK-SAFETY PROGRAMMING COVER COSTS THRU YEAR-END	5		1,272.42
JOURNAL 2020/12/297 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

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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					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2020	12	207	12/29/2020	BUDGET CCM 122920	BUA TRANS-REG	1	1			
1	A3051414	54573		COMM OF ACCOUNTS CS	RISK-SAFETY PROGRAMMING		119,675.41	9,503.93	129,179.34	
	A	-30-5-1410-4-54573	-		NEW SEC CAMERA-77TH STATUE CP		12/29/2020			
2	A3041934	54775		MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE		57,774.01	-9,503.93	48,270.08	
	A	-30-4-1930-4-54775	-		NEW SEC CAMERA-77TH STATUE CP		12/29/2020			
3	A3051414	54112		COMM OF ACCOUNTS CS	TAXI LICENSING SUPPLIES		.00	210.00	210.00	
	A	-30-5-1410-4-54112	-		TO COVER TAXI LIC SUPPLIES		12/29/2020			
4	A3051414	54110		COMM OF ACCOUNTS CS	OFFICE SUPPLIES		30,552.17	-210.00	30,342.17	
	A	-30-5-1410-4-54110	-		TO COVER TAXI LIC SUPPLIES		12/29/2020			
5	A3011214	54110		MAYOR CONTRACTED SERVICES	OFFICE SUPPLIES		4,810.50	4,340.00	9,150.50	
	A	-30-1-1210-4-54110	-		SMARTSHETE LICENSE CONSOLID		12/29/2020			
6	A3113514	54720		CNTY ANIMAL SHELTER CONTR SERVICE	CONTRACTS - PROF SERV		6,500.00	-4,340.00	2,160.00	
	A	-31-1-3510-4-54720	-		SMARTSHETE LICENSE CONSOLID		12/29/2020			
7	A3041934	54775		MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE		57,774.01	6,382.76	64,156.77	
	A	-30-4-1930-4-54775	-		FOR PATROLL CAR REPLACEMENT		12/29/2020			
8	A3143124	54570		POLICE DEPARTMENT CS	TRAINING		32,500.00	-6,382.76	26,117.24	
	A	-31-4-3120-4-54570	-		FOR PATROLL CAR REPLACEMENT		12/29/2020			
9	E3577164	54610		CITY CENTER AUTHORITY CS	REPAIRS & MAINTENANCE BUILDING		100,609.03	4,000.00	104,609.03	
	E	-35-7-7160-4-54610	-		COVER THROUGH YR-END		12/29/2020			
10	E3577164	54720		CITY CENTER AUTHORITY CS	SERVICE CONTRACTS - PROF SERV		129,000.00	2,000.00	131,000.00	
	E	-35-7-7160-4-54720	-		COVER THROUGH YR-END		12/29/2020			
11	E3577164	54202		CITY CENTER AUTHORITY CS	CLIENT EXPENSES		11,500.00	-6,000.00	5,500.00	
	E	-35-7-7160-4-54202	-		COVER THROUGH YR-END		12/29/2020			
12	A3031444	54120		CITY ENGINEER'S OFFICE CS	POSTAGE		176.15	27.15	203.30	
	A	-30-3-1440-4-54120	-		COVER THROUGH YR-END		12/29/2020			
13	A3031444	54725		CITY ENGINEER'S OFFICE CS	SERVICE CONTRACTS ENGINEERING		89,026.48	-27.15	88,999.33	
	A	-30-3-1440-4-54725	-		COVER THROUGH YR-END		12/29/2020			
14	A3021314	54720		COMM FINANCE CONTRACTED SERVICE	SERVICE CONTRACTS - PROF SERV		76,740.37	1,090.00	77,830.37	
	A	-30-2-1310-4-54720	-		COVER THROUGH YR-END		12/29/2020			
15	A3021694	54720		DATA PROCESSING NETWORK CS	SERVICE CONTRACTS - PROF SERV		166,155.58	-1,090.00	165,065.58	B
	A	-30-2-1681-4-54720	-		COVER THROUGH YR-END		12/29/2020			

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2020	12	207 12/29/2020	BUDGET	CCM 122920	BUA TRANS-REG	1 1			
16	A3567344 54781		SOC CER CS		SUPERVISION		-1,960.00	1,400.00	-560.00
	A -35-6-7340-4-54781		-		TO CORRECT A 121520	TRANSFER	12/29/2020		
17	A3567174 54170		INDOOR RECREATION FACILITY CS		SPORTS SUPPLIES		3,200.00	-1,400.00	1,800.00
	A -35-6-7171-4-54170		-		TO CORRECT A 121520	TRANSFER	12/29/2020		
18	A3567344 54170		SOC CER CS		SPORTS SUPPLIES		4,194.00	2,500.00	6,694.00
	A -35-6-7340-4-54170		-		TO CORRECT A 121520	TRANSFER	12/29/2020		
19	A3567324 54170		BOYS BASKETBALL CS		SPORTS SUPPLIES		6,543.00	1,850.00	8,393.00
	A -35-6-7320-4-54170		-		TO CORRECT A 121520	TRANSFER	12/29/2020		
20	A3567344 54781		SOC CER CS		SUPERVISION		-1,960.00	1,000.00	-960.00
	A -35-6-7340-4-54781		-		TO CORRECT A 121520	TRANSFER	12/29/2020		
21	A3567342 52500		SOC CER EQ		SPORTS EQUIPMENT		6,000.00	-2,500.00	3,500.00
	A -35-6-7340-2-52500		-		TO CORRECT A 121520	TRANSFER	12/29/2020		
22	A3567194 54170		ICE RINKS CS		SPORTS SUPPLIES		8,517.00	-2,850.00	5,667.00
	A -35-6-7181-4-54170		-		TO CORRECT A 121520	TRANSFER	12/29/2020		
23	A3113624 54110		BUILDING DEPARTMENT CONTRACTED		OFFICE SUPPLIES		3,000.00	700.00	3,700.00
	A -31-1-3620-4-54110		-		COVER COSTS THRU YEAR END		12/29/2020		
24	A3113624 54250		BUILDING DEPARTMENT CONTRACTED		CONFERENCE REGISTRATION		3,278.33	-700.00	2,578.33
	A -31-1-3620-4-54250		-		COVER COSTS THRU YEAR END		12/29/2020		
					** 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 12	207								
BUA A3051414-54573	12/29/2020	TRANS-REG	BUDGET	CCM 122920		RISK-SAFETY PROGRAMMING	5	9,503.93	
BUA A3041934-54775	12/29/2020	TRANS-REG	BUDGET	CCM 122920		NEW SEC CAMERA-77TH STATUE CP	5		9,503.93
BUA A3051414-54112	12/29/2020	TRANS-REG	BUDGET	CCM 122920		SELF INSURANCE	5	210.00	
BUA A3051414-54110	12/29/2020	TRANS-REG	BUDGET	CCM 122920		NEW SEC CAMERA-77TH STATUE CP	5		210.00
BUA A3011214-54110	12/29/2020	TRANS-REG	BUDGET	CCM 122920		TAXI LICENSING SUPPLIES	5	4,340.00	
BUA A3113514-54720	12/29/2020	TRANS-REG	BUDGET	CCM 122920		TO COVER TAXI LIC SUPPLIES	5		4,340.00
BUA A3041934-54775	12/29/2020	TRANS-REG	BUDGET	CCM 122920		OFFICE SUPPLIES	5	6,382.76	
BUA A3143124-54570	12/29/2020	TRANS-REG	BUDGET	CCM 122920		TO COVER TAXI LIC SUPPLIES	5		6,382.76
BUA E3577164-54610	12/29/2020	TRANS-REG	BUDGET	CCM 122920		OFFICE SUPPLIES	5	4,000.00	
BUA E3577164-54720	12/29/2020	TRANS-REG	BUDGET	CCM 122920		SMARTSHETE LICENSE CONSOLID	5		4,000.00
BUA E3577164-54202	12/29/2020	TRANS-REG	BUDGET	CCM 122920		SERVICE CONTRACTS - PROF SERV	5	2,000.00	
BUA A3031444-54120	12/29/2020	TRANS-REG	BUDGET	CCM 122920		SMARTSHETE LICENSE CONSOLID	5		6,000.00
BUA A3031444-54725	12/29/2020	TRANS-REG	BUDGET	CCM 122920		SELF INSURANCE	5	27.15	
BUA A3021314-54720	12/29/2020	TRANS-REG	BUDGET	CCM 122920		FOR PATROLL CAR REPLACEMENT	5		27.15
BUA A3021694-54720	12/29/2020	TRANS-REG	BUDGET	CCM 122920		TRAINING	5	1,090.00	
BUA A3567344-54781	12/29/2020	TRANS-REG	BUDGET	CCM 122920		FOR PATROLL CAR REPLACEMENT	5		1,090.00
BUA A3567174-54170	12/29/2020	TRANS-REG	BUDGET	CCM 122920		REPAIRS & MAINTENANCE BUILDING	5	1,400.00	
BUA A3567344-54170	12/29/2020	TRANS-REG	BUDGET	CCM 122920		COVER THROUGH YR-END	5		1,400.00
BUA A3567324-54170	12/29/2020	TRANS-REG	BUDGET	CCM 122920		SERVICE CONTRACTS - PROF SERV	5	1,850.00	
BUA A3567344-54781	12/29/2020	TRANS-REG	BUDGET	CCM 122920		COVER THROUGH YR-END	5		1,850.00
BUA A3567342-52500	12/29/2020	TRANS-REG	BUDGET	CCM 122920		CLIENT EXPENSES	5	1,000.00	
BUA A3567194-54170	12/29/2020	TRANS-REG	BUDGET	CCM 122920		COVER THROUGH YR-END	5		2,500.00
BUA A3113624-54110	12/29/2020	TRANS-REG	BUDGET	CCM 122920		POSTAGE	5	700.00	
BUA A3113624-54250	12/29/2020	TRANS-REG	BUDGET	CCM 122920		COVER THROUGH YR-END	5		700.00
						SUPERVISION	5		
						TO CORRECT A 121520 TRANSFER	5		
						SPORTS SUPPLIES	5		
						TO CORRECT A 121520 TRANSFER	5		
						SPORTS SUPPLIES	5		
						TO CORRECT A 121520 TRANSFER	5		
						SUPERVISION	5		
						TO CORRECT A 121520 TRANSFER	5		
						SPORTS EQUIPMENT	5		
						TO CORRECT A 121520 TRANSFER	5		
						SPORTS SUPPLIES	5		
						TO CORRECT A 121520 TRANSFER	5		
						OFFICE SUPPLIES	5		
						COVER COSTS THRU YEAR END	5		
						CONFERENCE REGISTRATION	5		

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 CITY OF SARATOGA SPRINGS LIVE
 BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
	12/29/2020	TRANS-REG	BUDGET	CCM	122920	COVER COSTS THRU YEAR END			
						JOURNAL 2020/12/207 TOTAL		.00	.00

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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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PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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CLERK: u101 BATCH: 3290

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	1.00	0.00	0	CLOUD VIRTUAL MACHINE BACKUP	CCA 11

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CITY OF SARATOGA SPRINGS LIVE
20MWDEC3

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CLERK: u101 BATCH: 3290

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
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APPROVED UNPAID INVOICES TO BE POSTED

50	00001 A T & T	181397 1173485544	182687	20MWDEC3	29.62	.00	.00
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CASH A	2020/12	INV 12/21/2020	SEP-CHK: N	DISC: .00	A3021694	54670	5.30	1099:
ACCT 1200	DEPT 2000	DUE 12/23/2020	DESC:10008102104		A3031444	54670	3.80	1099:
P.O. BOX 5094	CAROL STREAM IL 60197-5094				A3143414	54670	5.19	1099:
					A3567144	54671	3.94	1099:
					A3031654	54670	3.80	1099:
					A3051414	54671	3.80	1099:
					A3021694	54670	3.79	1099:

7199	00001	CONSTELLATION EN	181398	182688	20MWDEC3	5,451.39	.00	.00
			181398					

CASH A	2020/12	INV	12/21/2020	SEP-CHK: N	DISC: .00	A3031624	54650	5,451.39	1099:
ACCT 1200	DEPT 3000	DUE	12/23/2020	DESC:98088-16103					
PO BOX 4640	CAROL	STREAM	IL	60197-4640					

6575	00003	DIRECT ENERGY BU	181399	182689	20MWDEC3	1,434.88	.00	.00
			181399					

CASH A	2020/12	INV 12/21/2020	SEP-CHK: N	DISC: .00	A3567194	54650	3000	1,434.88	1099:
ACCT 1200	DEPT 3000	DUE 12/23/2020	DESC:90191-33020						
P.O. BOX 32179	NEW YORK	NY 10087-2179							

6575	00000	DIRECT ENERGY BU	181400	182690	20MWDEC3	2,248.30	.00	.00
			203370044065441					

CASH A	2020/12	INV	12/21/2020	SEP-CHK: Y	DISC: .00	E3577164	54650	2,248.30	1099:
ACCT 1200	DEPT 7000	DUE	12/23/2020	DESC:1277000					
P.O. BOX 70220	PHILADELPHIA	PA	19176-0220						

6575	00003	DIRECT ENERGY BU	181401	182691	20MWDEC3	102.94	.00	.00
			181401					

CASH A	2020/12	INV 12/21/2020	SEP-CHK: N	DISC: .00	F3638334	54650	102.94	1099:
ACCT 1200	DEPT 3000	DUE 12/23/2020	DESC:61102-13106					
P.O. BOX 32179	NEW YORK	NY 10087-2179						

319	00001 NATIONAL GRID	181402 181402	182692	20MWDEC3	142.48	.00	.00
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CASH A	2020/12	INV 12/21/2020	SEP-CHK: N	DISC: .00	A3335184 54750	142.48	1099:
ACCT 1200	DEPT 3000	DUE 12/23/2020	DESC:11620-77000				
P.O. BOX 4706	SYRACUSE NY	13221-4706					

NEW INVOICES

[illegible]

NEW INVOICES

[illegible]

[illegible]

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
16	00001 SARATOGA COUNTY	181432 181432		182722	20MWDEC3	3,154,537.38	.00	.00		
CASH A 2020/12 INV 12/21/2020 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 2000 DUE 12/23/2020 DESC:4TH QTR 2020 TAX PMT 40 MCMASTER STREET BLDG #1 BALLSTON SPA NY 12020										
739	00000 SPECIAL ASSESSME	181434 181434		182724	20MWDEC3	31,024.77	.00	.00		
CASH A 2020/12 INV 12/21/2020 SEP-CHK: Y DISC: .00 ACCT 1200 DEPT 2000 DUE 12/23/2020 DESC:4TH QTR 2020 C/O FINANCE DEPARTMENT CITY HALL SARATOGA SPRINGS NY 12866										
32 APPROVED UNPAID INVOICES				TOTAL		4,204,441.68				
32 INVOICE(S)				REPORT POST TOTAL		4,204,441.68				

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2020 12	A	A	-2630 -	DUE TO OTHER FU	43,775.53 BAL .00
	A	A	-2670 -	DUE TO COUNTY	3,154,537.38 BAL .00
	A3011214	A	-30-1-1210-4-54670 -	PHONES	170.48 .00
	A3011474	A	-30-1-1431-4-54671 -	PHONES & FAX	526.45 .00
	A3021694	A	-30-2-1681-4-54670 -	PHONES	136.84 .00
	A3021694	A	-30-2-1681-4-54740 -	SERVICE CONTRAC	1,609.84 .00
	A3031444	A	-30-3-1440-4-54670 -	PHONES	209.58 .00
	A3031494	A	-30-3-1490-4-54670 -	PHONES	31.47 .00
	A3031624	A	-30-3-1620-4-54650 -	UTILITIES	5,451.39 .00
	A3031654	A	-30-3-1623-4-54670 -	PHONES	162.32 .00
	A3051414	A	-30-5-1410-4-54110 -	OFFICE SUPPLIES	60.00 .00
	A3051414	A	-30-5-1410-4-54671 -	PHONES & FAX	3.80 .00
	A3143014	A	-31-4-3010-4-54740 -	SERVICE CONTRAC	13.14 .00
	A3143124	A	-31-4-3120-4-54110 -	OFFICE SUPPLIES	65.32 .00
	A3143124	A	-31-4-3120-4-54670 -	PHONES	1,137.76 .00
	A3143124	A	-31-4-3120-4-54720 -	SERVICE CONTRAC	482.95 .00
	A3143124	A	-31-4-3120-4-54740 -	SERVICE CONTRAC	22.04 .00
	A3143314	A	-31-4-3310-4-54740 -	SERVICE CONTRAC	99.99 .00
	A3143314	A	-31-4-3310-4-54751 -	UTILITIES TRAFF	28.08 .00
	A3143414	A	-31-4-3410-4-54670 -	PHONES	103.07 .00
	A3335014	A	-33-3-5010-4-54670 -	PHONES	429.11 .00
	A3335184	A	-33-3-5182-4-54750 -	STREET LIGHTING	142.48 .00
	A3335654	A	-33-3-5650-4-54670 -	PHONES	148.53 .00
	A3537114	A	-35-3-7110-4-54670 -	PHONES	71.16 .00
	A3567144	A	-35-6-7140-4-54671 -	PHONES & FAX	3.94 .00
	A3567174	A	-35-6-7171-4-54670 -3000	PHONES	191.16 .00
	A3567194	A	-35-6-7181-4-54650 -3000	UTILITIES	1,434.88 .00
	A3567194	A	-35-6-7181-4-54720 -	SERVICE CONTRAC	500.00 .00
	A3638184	A	-36-3-8180-4-54670 -	PHONES	34.77 .00
	A3638194	A	-36-3-8185-4-54670 -	PHONES	16.96 .00
	E3577164	E	-35-7-7160-4-54650 -	UTILITIES	2,248.30 .00
	E3577164	E	-35-7-7160-4-54670 -	PHONES	527.23 .00
	F3638334	F	-36-3-8330-4-54650 -	UTILITIES	102.94 .00
	F3638334	F	-36-3-8330-4-54670 -	PHONES	276.09 .00
	F3638344	F	-36-3-8340-4-54670 -	PHONES	100.95 .00
	G3638134	G	-36-3-8130-4-54731 -	CURRENT CHARGES	989,585.75 .00
REPORT TOTALS				4,204,441.68	

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YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	LINE DESC			
2020 12	252									
API A3021694-54670						PHONES			5.30	
12/23/2020 W	20MWDEC3	000050			181397	10008102104				
API A3031444-54670						PHONES			3.80	
12/23/2020 W	20MWDEC3	000050			181397	10008102104				
API A3143414-54670						PHONES			5.19	
12/23/2020 W	20MWDEC3	000050			181397	10008102104				
API A3567144-54671						PHONES & FAX			3.94	
12/23/2020 W	20MWDEC3	000050			181397	10008102104				
API A3031654-54670						PHONES			3.80	
12/23/2020 W	20MWDEC3	000050			181397	10008102104				
API A3051414-54671						PHONES & FAX			3.80	
12/23/2020 W	20MWDEC3	000050			181397	10008102104				
API A3021694-54670						PHONES			3.79	
12/23/2020 W	20MWDEC3	000050			181397	10008102104				
API A3031624-54650						UTILITIES			5,451.39	
12/23/2020 W	20MWDEC3	007199			181398	98088-16103				
API A3567194-54650-3000						UTILITIES			1,434.88	
12/23/2020 W	20MWDEC3	006575			181399	90191-33020				
API E3577164-54650						UTILITIES			2,248.30	
12/23/2020 W	20MWDEC3	006575			181400	1277000				
API F3638334-54650						UTILITIES			102.94	
12/23/2020 W	20MWDEC3	006575			181401	61102-13106				
API A3335184-54750						STREET LIGHTING			142.48	
12/23/2020 W	20MWDEC3	000319			181402	11620-77000				
API E3577164-54670						PHONES			282.99	
12/23/2020 W	20MWDEC3	008385			181403	10305-2				
API A3143014-54740						SERVICE CONTRACTS - EQUIPMENT			13.14	
12/23/2020 W	20MWDEC3	000223			181404	4659857				
API A3143124-54740						SERVICE CONTRACTS - EQUIPMENT			22.04	
12/23/2020 W	20MWDEC3	000223			181405	4681158				
API A3143124-54110						OFFICE SUPPLIES			65.32	
12/23/2020 W	20MWDEC3	000223			181406	4659857				
API A3143124-54720						SERVICE CONTRACTS - PROF SERV			70.93	
12/23/2020 W	20MWDEC3	000223			181407	4659909				
API A3143124-54720						SERVICE CONTRACTS - PROF SERV			174.81	
12/23/2020 W	20MWDEC3	000223			181408	4659857				
API A3143124-54720						SERVICE CONTRACTS - PROF SERV			237.21	
12/23/2020 W	20MWDEC3	000223			181409	4681158				
API A3051414-54110						OFFICE SUPPLIES			60.00	
12/23/2020 W	20MWDEC3	000364			181410	COMM. OF DEEDS				
API A3567194-54720						SERVICE CONTRACTS - PROF SERV			500.00	
12/23/2020 W	20MWDEC3	005997			181411	202-904547801-001				
API A3143314-54740						SERVICE CONTRACTS - EQUIPMENT			99.99	
12/23/2020 W	20MWDEC3	007001			181412	0138787001				
API E3577164-54670						PHONES			244.24	
12/23/2020 W	20MWDEC3	001699			181413	202-487086104-001				
API A3021694-54740						SERVICE CONTRACTS - EQUIPMENT			304.84	

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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	12/23/2020	W 20MWDEC3	001699		181414	020946201			
							SERVICE CONTRACTS - EQUIPMENT		1,305.00	
POL	A3021694-54740	12/23/2020	W 20MWDEC3	007350	200017	181416	37216			
							SERVICE CONTRACTS - EQUIPMENT	4		1,305.00
API	A3143314-54751	12/23/2020	LIQ/INV	007350	200017	181416	37216	2020		
							UTILITIES TRAFFIC LIGHTS		28.08	
API	A3021694-54670	12/23/2020	W 20MWDEC3	001927		181417	851750523000172			
							PHONES		47.85	
API	A3143414-54670	12/23/2020	W 20MWDEC3	001927		181418	251750520000163			
							PHONES		97.88	
API	F3638334-54670	12/23/2020	W 20MWDEC3	001927		181419	651747380000123			
							PHONES		82.25	
API	A3031654-54670	12/23/2020	W 20MWDEC3	001927		181420	DPW			
							PHONES		83.49	
API	A3567174-54670-3000	12/23/2020	W 20MWDEC3	001927		181420	DPW			
							PHONES		159.69	
API	A3537114-54670	12/23/2020	W 20MWDEC3	001927		181421	DPW			
							PHONES		39.69	
API	F3638334-54670	12/23/2020	W 20MWDEC3	001927		181421	DPW			
							PHONES		83.72	
API	F3638334-54670	12/23/2020	W 20MWDEC3	001927		181421	DPW			
							PHONES		110.12	
API	A3638184-54670	12/23/2020	W 20MWDEC3	001927		181421	DPW	Y		
							PHONES		34.77	
API	A3335654-54670	12/23/2020	W 20MWDEC3	001927		181421	DPW			
							PHONES		148.53	
API	A3031654-54670	12/23/2020	W 20MWDEC3	001927		181421	DPW			
							PHONES		43.56	
API	A3143124-54670	12/23/2020	W 20MWDEC3	001927		181421	DPW			
							PHONES		1,137.76	
API	A3021694-54670	12/23/2020	W 20MWDEC3	001831		181422	842249443-00001			
							PHONES		79.90	
API	A3011474-54671	12/23/2020	W 20MWDEC3	001831		181423	442028324-00001			
							PHONES & FAX		94.89	
API	A3011474-54671	12/23/2020	W 20MWDEC3	001831		181424	842037333-00002			
							PHONES & FAX		94.89	
API	A3011474-54671	12/23/2020	W 20MWDEC3	001831		181424	842037333-00002			
							PHONES & FAX		98.50	
API	A3011474-54671	12/23/2020	W 20MWDEC3	001831		181424	842037333-00002			
							PHONES & FAX		116.89	
API	A3011474-54671	12/23/2020	W 20MWDEC3	001831		181424	842037333-00002			
							PHONES & FAX		121.28	
API	A3011214-54670	12/23/2020	W 20MWDEC3	001831		181424	842037333-00002			
							PHONES		30.99	
API	A3011214-54670	12/23/2020	W 20MWDEC3	001831		181424	842037333-00002			
							PHONES		30.99	
API	A3011214-54670	12/23/2020	W 20MWDEC3	001831		181424	842037333-00002			
							PHONES		29.19	
							842037333-00002			

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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 A3011214-54670		12/23/2020 W	20MWDEC3	001831		181424	PHONES 842037333-00002		34.99	
API A3011214-54670		12/23/2020 W	20MWDEC3	001831		181424	PHONES 842037333-00002		44.32	
API F3638344-54670		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		38.01	
API F3638344-54670		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		31.47	
API F3638344-54670		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		31.47	
API A3537114-54670		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		31.47	
API A3638194-54670		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		16.96	
API A3567174-54670-3000		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		31.47	
API A3031654-54670		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		31.47	
API A3031494-54670		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		31.47	
API A3031444-54670		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		31.47	
API A3031444-54670		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		16.96	
API A3031444-54670		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		31.47	
API A3031444-54670		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		31.47	
API A3031444-54670		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		31.47	
API A3031444-54670		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		31.47	
API A3031444-54670		12/23/2020 W	20MWDEC3	001831		181425	PHONES 642000522-00001		429.11	
API G3638134-54731		12/23/2020 W	20MWDEC3	000016		181430	CURRENT CHARGES 4TH QTR 2020 SEWER		989,585.75	
API A-2630		12/23/2020 W	20MWDEC3	002743		181431	DUE TO OTHER FUNDS 4th qtr 2020		12,750.76	
API A-2670		12/23/2020 W	20MWDEC3	000016		181432	DUE TO COUNTY 4TH QTR 2020 TAX PMT		3,154,537.38	
API A-2630		12/23/2020 W	20MWDEC3	000739		181434	DUE TO OTHER FUNDS 4TH QTR 2020		31,024.77	
GENERAL LEDGER TOTAL									4,204,441.68	.00
API A-2600									ACCOUNTS PAYABLE	3,211,600.42

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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
		12/23/2020	W 20MWDEC3	B	3290					
API E-2600							ACCOUNTS PAYABLE			2,775.53
		12/23/2020	W 20MWDEC3	B	3290					
API F-2600							ACCOUNTS PAYABLE			479.98
		12/23/2020	W 20MWDEC3	B	3290					
API G-2600							ACCOUNTS PAYABLE			989,585.75
		12/23/2020	W 20MWDEC3	B	3290					
POL A-1521							ENCUMBRANCES			1,305.00
		12/23/2020	W 20MWDEC3	B	3290					
POL A-2963							BUDGETARY FUND BALANCE RES ENC		1,305.00	
		12/23/2020	W 20MWDEC3	B	3290					
							SYSTEM GENERATED ENTRIES TOTAL		1,305.00	4,205,746.68
							JOURNAL 2020/12/252 TOTAL		4,205,746.68	4,205,746.68
2020 12 252										
API A-1522							EXPENDITURES		13,287.51	
		12/23/2020	W 20MWDEC3	B	3290					
API E-1522							EXPENDITURES		2,775.53	
		12/23/2020	W 20MWDEC3	B	3290					
API F-1522							EXPENDITURES		479.98	
		12/23/2020	W 20MWDEC3	B	3290					
API G-1522							EXPENDITURES		989,585.75	
		12/23/2020	W 20MWDEC3	B	3290					

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2020	12	252	12/23/2020			
	A-1521					ENCUMBRANCES		1,305.00
	A-1522					EXPENDITURES	13,287.51	
	A-2600					ACCOUNTS PAYABLE		3,211,600.42
	A-2630					DUE TO OTHER FUNDS	43,775.53	
	A-2670					DUE TO COUNTY	3,154,537.38	
	A-2963					BUDGETARY FUND BALANCE RES ENC	1,305.00	
						FUND TOTAL	3,212,905.42	3,212,905.42
E	CITY CENTER AUTHORITY	2020	12	252	12/23/2020			
	E-1522					EXPENDITURES	2,775.53	
	E-2600					ACCOUNTS PAYABLE		2,775.53
						FUND TOTAL	2,775.53	2,775.53
F	WATER FUND	2020	12	252	12/23/2020			
	F-1522					EXPENDITURES	479.98	
	F-2600					ACCOUNTS PAYABLE		479.98
						FUND TOTAL	479.98	479.98
G	SEWER FUND	2020	12	252	12/23/2020			
	G-1522					EXPENDITURES	989,585.75	
	G-2600					ACCOUNTS PAYABLE		989,585.75
						FUND TOTAL	989,585.75	989,585.75

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

NEWS RADIO
810 & 103.1

WGY

December 8, 2020

John Hirleman
Saratoga Springs Recreation Department
15 Vanderbilt Avenue
Saratoga Springs, NY 12866

Dear John,

On behalf of everyone here at WGY, our listeners, and Curtis Lumber, we are pleased to inform you that your organization has been awarded a 2019/2020 Christmas Wish Grant in the amount of \$750. Christmas Wish has been a long-standing tradition at WGY that provides grants to organizations that support needy children in the Capital Region.

Thank you for all of your work helping kids.

Best wishes to you in this holiday season!

Sincerely,

Kristen Delaney

Kristen Delaney
President
iHeartMedia – Albany, NY

Locally Owned-Full Service

CURTIS LUMBER

Independent Retailer

Agreement Addendum Four
Between City of Saratoga Springs, NY and GAR Associates LLC
Original Contract, November 20, 2012

This Agreement Addendum No. 4, between **GAR Associates LLC** with offices at 5500 Main Street Suite 347, Williamsville, New York 14221 ("Consultant") and **the City of Saratoga Springs ("City"), 474 Broadway, Saratoga Springs, NY 12866** entered into between the above referenced parties on the effective date of November 20, 2012 is hereby added to the original Agreement dated September 7, 2012. The original Agreement had a total Contract sum of Twenty Thousand Dollars (\$20,000). Addendum No 1 added a Contract sum of Fifty Thousand Dollars (\$50,000), Addendum No 2 has an additional Contract Sum of Thirty Thousand Dollars (\$30,000), Addendum No 3 has an additional Contract Sum of Twenty Thousand Dollars (\$20,000), Addendum No 4 has an additional Contract Sum of Six Thousand Five Hundred Dollars (\$6,500) bringing the total authorized Contract sum and authorized amount Contact sum to One Hundred Twenty Six Thousand Five Hundred Dollars (\$126,500).

Additional Services Provided: Consultant shall provide additional professional services as described in the proposal titles **Commercial Real Estate Valuation Concept Plan City of Saratoga Springs** dated 12/18/2018 for a total of Twenty Thousand Dollars (\$20,000) a copy of which is hereto attached. The Consultant represents that the company providing this service is qualified to perform the type and scope of work to be done.

Accordingly, this Agreement Addendum brings the Total Authorized Contact Amount to: One Hundred Twenty Six Thousand Five Hundred Dollars (\$126,500). Section 15 of the original November 20, 2012 contract with regard to Insurance is replaced in its entirety as follows:

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Three Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions Insurance:** Two Million per Claim Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the Contract 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

City of Saratoga Springs, New York APPENDIX A all City Contracts and Agreements is hereby incorporated as part of this Addendum and the original contract.

All other terms and conditions of the original Agreement remain the same.

The parties, having agreed to the terms and the recital set forth herein, and in relying thereon, herein, sign this agreement.

CITY

Signature: _____

Date: _____

Print Name: _____

Title: _____

CONSULTANT

Signature: _____

Date: _____

Print Name: _____

Title: _____

City Council Approval Date: _____



GARASSO-01

JNOWAK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2020

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 License # BR-1009544 Lawley Agency, LLC 361 Delaware Avenue Buffalo, NY 14202	CONTACT NAME: PHONE (A/C, No, Ext): (716) 849-8618 FAX (A/C, No): (716) 849-8291 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A : Tri-State Insurance Company of Minnesota INSURER B : Acadia Insurance Co INSURER C : Hartford Fire Insurance Co INSURER D : Evanston Insurance Company INSURER E : Beazley Insurance Company, Inc INSURER F :	
INSURED GAR Associates, LLC 5500 Main St Williamsville, NY 14221	NAIC # 31003 31325 19682 35378 37540	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	ADV5330804	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EMPLOYEE BENEFIT \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ADV5330804	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE		CUA5330942	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	01WECAB9W9P	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liabili		MKLV1PEO000152	1/1/2020	1/1/2021	Each Claim 2,000,000
E	Cyber Liability Plus		V21273200301	1/1/2020	1/1/2021	Each Claim 2,000,000

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

City of Saratoga Springs is listed as additional insured under the general liability if required by contract or agreement to the extent provided by the General Liability Ultra Plus Endorsement # CG 04 93, on a Primary Non-Contributory Basis form #CL CG 01 14.

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



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: Transcription
City Department: Accounts Department Contact Person: Lisa Ribis City Ext. 2560
Company Name: eScribers
Company Address: 7227 N.16th Street, Suite 207, Phoenix, AZ 85020
Company Telephone No.: (800) 257-0885 Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: Jason Gottlieb Title: Director of Transcription
Primary Contact Email: operations@escribers.net
Service to be Provided: transcription services
Remit Name (if different from above): _____
Remit Address: 7227 N. 16th Street, Suite 207, Phoenix, AZ 85020

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for transcription services, the Vendor and/or Service Provider submitted proposals dated 12/3/2020 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by 12/31/2021. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFPQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$10,000, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Accounts is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Lisa Ribis. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor/Commissioner of Accounts, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

To Vendor and/or Service Provider: eScribers

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 on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: Rachel May Weiser Date: 12/15/2020

Print Name: Rachel May Weiser Title: VP Business Development, eScribers LLC

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____

City of Saratoga Springs, New York APPENDIX A All City Contracts and Agreements

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

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

Vendor and/or Service Provider Signature: (eScribers) Rachel May Weiser Date: 12/15/2020

Print Name: Rachel May Weiser Title: VP Business Development



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/18/2020

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 Securitas Insurance Partners, LLC 7 Great Valley Parkway Suite 140 Malvern PA 19355		CONTACT NAME: Michael Knight PHONE (A/C, No, Ext): (484) 324-2790 FAX (A/C, No): E-MAIL ADDRESS: mknight@securitasins.com	
INSURED eScribers, LLC 7227 N. 16th Street Suite #207 Phoenix AZ 85020		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company INSURER B: Travelers Casualty & Surety Company of America INSURER C: Twin City Fire Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 11000 31194 29459	

COVERAGES **CERTIFICATE NUMBER:** CL202501120 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		44SBABA1930	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER: \$								
	A						<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	44SBABA1930	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$				
											<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
											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
B	Errors & Omissions (Professional) Liability			107207908	01/16/2020	01/16/2021	Annual Aggregate Limit \$2,000,000. Each Claim Limit \$2,000,000. Retention \$10,000.								

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

C 3rd Party Data & Network Liability Policy #44TP0324128-19 11/20/2019 to 11/20/2020; \$2,000,000 Each Occurrence; \$2,000,000 Aggregate; \$5,000 Retention per Claim.

The City of Saratoga Springs is included as Additional Insured on a Primary & Non-Contributory basis as shown above as respects work performed by the Named Insured as required by written contract and only ATIMA.

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs
Office of Risk Safety
474 Broadway
Saratoga Springs

NY 12866

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2020

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 Doug Jones c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	CONTACT NAME: PHONE (A/C, No. Ext): (480) 951-4177 FAX (A/C, No): (480) 951-4266 E-MAIL ADDRESS: SDL.BSD.Certificates@artexrisk.com																					
INSURED Oasis, a Paychex Company Labor Contractor, for co-employees of: ESCRIBERS, LLC 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	American Zurich Insurance Company	40142	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	American Zurich Insurance Company	40142																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 20FL075896638 **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																				
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> 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) \$ \$																				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 02-79-103-05	06/01/2020	06/01/2021	<table border="1"><tr><td><input checked="" type="checkbox"/></td><td>PER STATUTE</td><td><input type="checkbox"/></td><td>OTH-ER</td><td></td></tr><tr><td colspan="4">E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td colspan="4">E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td colspan="4">E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH-ER		E.L. EACH ACCIDENT				\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	E.L. DISEASE - POLICY LIMIT				\$ 1,000,000
<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH-ER																								
E.L. EACH ACCIDENT				\$ 1,000,000																							
E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000																							
E.L. DISEASE - POLICY LIMIT				\$ 1,000,000																							
				Location Coverage Period:	06/01/2020	06/01/2021	Client# 14750-AZESCRIBERS																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided for only those co-employees of, but not subcontractors to:
ESCRIBERS, LLC
7227 N 16TH ST STE 207 & 213
PHOENIX, AZ 85020

CERTIFICATE HOLDER City of Saratoga Springs Office of Risk and Safety 474 Broadway Saratoga Springs, NY 12866	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) ESCRIBERS, LLC 7227 N 16TH ST - STE 207 PHOENIX, AZ 85020 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 561-227-6535 1c. Federal Employer Identification Number of Insured or Social Security Number 203656767
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Office of Risk and Safety City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	3a Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT 3b Policy Number of Entity Listed in Box "1a" LNY713877 3c Policy effective period 03-01-2020 to 09-30-2020
4. Policy provides the following benefits: <input checked="" type="checkbox"/> A. Both disability and paid family leave benefits. <input type="checkbox"/> B. Disability benefits only. <input type="checkbox"/> C. Paid family leave benefits only. 5. Policy covers: <input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. <input type="checkbox"/> B. Only the following class or classes of employer's employees:	

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

Date Signed 09-22-2020

Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074

Name and Title: Elizabeth Tello – Assistant Director, Statutory Services

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

If Box 4B, 4C or 5B is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

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



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) ESCRIBERS, LLC 7227 N 16TH ST - STE 207 PHOENIX, AZ 85020 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 561-227-6535 1c. Federal Employer Identification Number of Insured or Social Security Number 203656767
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Office of Risk and Safety City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	3a Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT 3b Policy Number of Entity Listed in Box "1a" LNY713877 3c Policy effective period 10-01-2020 to 09-30-2021
4. Policy provides the following benefits: <input checked="" type="checkbox"/> A. Both disability and paid family leave benefits. <input type="checkbox"/> B. Disability benefits only. <input type="checkbox"/> C. Paid family leave benefits only. 5. Policy covers: <input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. <input type="checkbox"/> B. Only the following class or classes of employer's employees:	

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

Date Signed 09-22-2020

Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074

Name and Title: Elizabeth Tello – Assistant Director, Statutory Services

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

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State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

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



Additional Instructions for Form DB-120.1

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This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

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	12	288	12/29/2020	BUDGET	CCM 122920 BUA	AMEND-CAP	1	2		
1	H143	45710	1277	INTERFUND REVENUE	GO BOND PROCEEDS		.00	-200,000.00	-200,000.00	
	H	-14-3-0000-0-45710	-1277		NYPA ENERGY EFF-STREET LIGHTS	12/29/2020				
2	H3335182	52000	1277	STREET LIGHTING	STREET LIGHTING PROJECT		.00	200,000.00	200,000.00	
	H	-33-3-5182-2-52000	-1277		NYPA ENERGY EFF-STREET LIGHTS	12/29/2020				
					** JOURNAL TOTAL			0.00		

12/28/2020 11:14
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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
bgamdent

CLERK: u238

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2020 12	288								
BUA H143-45710-1277						GO BOND PROCEEDS	5		200,000.00
12/29/2020 AMEND-CAP		BUDGET CCM 122920				NYPA ENERGY EFF-STREET LIGHTS			
BUA H3335182-52000-1277						STREET LIGHTING PROJECT	5	200,000.00	
12/29/2020 AMEND-CAP		BUDGET CCM 122920				NYPA ENERGY EFF-STREET LIGHTS			
								.00	.00
BUA H-2960						APPROPRIATIONS			200,000.00
12/29/2020 AMEND-CAP		BUDGET CCM 122920							
BUA H-1510						ESTIMATED REVENUES		200,000.00	
12/29/2020 AMEND-CAP		BUDGET CCM 122920							
SYSTEM GENERATED ENTRIES TOTAL								200,000.00	200,000.00
JOURNAL 2020/12/288 TOTAL								200,000.00	200,000.00

12/28/2020 11:14
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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3
bgamdent

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
H CAPITAL PROJECTS FUND	2020 12	288	12/29/2020			
H-1510				ESTIMATED REVENUES	200,000.00	
H-2960				APPROPRIATIONS		200,000.00
				FUND TOTAL	200,000.00	200,000.00

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



ANDREW M. CUOMO
Governor

**NY Power
Authority**

JOHN R. KOELMEL
Chairman

GIL C. QUINIONES
President and Chief Executive Officer

December 9, 2020

Meg Kelly, Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

RE: Energy Services Program
Authorization to Proceed with turn-key street light project
City of Saratoga Springs – LED Street Lighting

Dear Mayor Kelly,

The New York Power Authority (NYPA) is excited to support the City of Saratoga Springs in identifying and implementing a comprehensive street lighting upgrade. Improving the existing street lights is a widely used and effective strategy to achieve the goal of reducing energy consumption, lowering utility costs, and improving light quality throughout the community.

Consistent with the Master Cost Recovery Agreement, NYPA provides a turn-key solution to upgrade the City of Saratoga Springs' existing street lights to energy efficient LED technology. NYPA is pleased to offer these services to replace approximately 3,388 existing street light fixtures with new high efficient LED technology.

By signing below, the City of Saratoga Springs authorizes NYPA to proceed with the full turn-key solution of the LED street lighting project, which includes the final design report, conduct bids for materials and installation labor, provide construction management, and commission the final project. When the design and bidding is completed, you will receive an Initial Customer Installation Commitment (ICIC) for your review and signature. At this point, if you choose to proceed to project implementation all development costs will be rolled into the overall project. Conversely, should you decide not to proceed with the implementation of the project, the City of Saratoga Springs agrees to reimburse NYPA for all costs incurred up to the termination date for the development, design and bidding of the project. The cost of developing the design and for bidding the materials and labor will be determined during the next phase. NYPA will be fully transparent through this process and provide complete documentation as to how it determined all project costs.

By signing below, affirm that you agree to these conditions:



**NY Power
Authority**

ANDREW M. CUOMO
Governor

JOHN R. KOELMEL
Chairman

GIL C. QUINIONES
President and Chief Executive Officer

PAGE 2
AUTHORIZATION TO PROCEED

Joseph Rende

(Name, printed)

Director, Customer Business Development

(Title)

(Signature)

(Date)

Meg Kelly

(Name, printed)

Mayor, City of Saratoga Springs

(Title)

(Signature)

(Date)

Request for Certification of Sufficient Funds

Submittal Date: 12.28.20

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

Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

**New York State Power Authority (NYPA)
Energy Services Program: City of Saratoga Springs – LED Street Lighting
Authorization to Proceed (ATP)**

Appropriation – Current Budget Expense

Org/Object/Proj(s): H3335182-52000-1277

Amount Requested for Approval: \$200,000

Current Amount Available: \$ 0.00


Transfer/Amendment Pending: \$200,000

Transfer/Amendment Date: 12/29/20

 12/28/20
Department Head Signature Date

Certification of Sufficient Funds

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

DocuSigned by:

00CBE3FAAE9B4F8...

12/28/2020

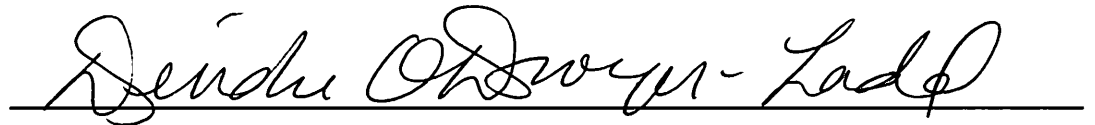
Commissioner of Finance

Approval Date

CITY OF SARATOGA SPRINGS
BUDGET AMENDMENT REQUEST
DEPARTMENT Finance
FOR THE CITY COUNCIL MEETING 12/29/2020

REVENUE ORG/OBJECT	AMOUNT	EXPENDITURE ORG/OBJECT	AMOUNT
H143-45710-1277 Bond Proceeds	200,000.00 - - - - - -	H3335182-52000-1277	200,000.00 - - - - - -
TOTALS	\$ <u>200,000.00</u>		\$ <u>200,000.00</u>

APPROVED BY



In accordance with section 4.4.10 of the City Charter and the City's budget amendment policy, all amendments shall be accompanied by written justification, including the financing source. Please provide explanation on this form, or if necessary attach a separate sheet.

Explanation - Use additional sheets if necessary

To establish the capitl budget for the NYPA Energy Efficient Program - Street Lights

**ADDENDUM ONE TO AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS, NY
AND FISCAL ADVISORS & MARKETING, INC**

Original Agreement approved January 5, 2016

THIS ADDENDUM ONE, by and between **Fiscal Advisors & Marketing, Inc.**, with offices at 250 S. Clinton St., STE 502, Syracuse, NY 13202 ("Consultant") and the **City of Saratoga Springs** ("City"), 474 Broadway, Saratoga Springs, NY 12866 entered into between the above referenced parties on the effective date of **01/05/2016** is hereby added to the original Agreement of Financial Advisor Services.

WITNESSETH:

The City and the Consultant entered into an agreement, as approved by the City Council at its meeting on January 5, 2016, that the Consultant would provide the City with financial advisors services on an as needed basis for the period commencing on January 5, 2016 and ending on December 31, 2020. Fees under the original contract were established consistent with Exhibit A of the original agreement.

For this ADDENDUM ONE, the City and the Consultant agree to modify the prior agreement as follows:

Section 4. Term of Agreement. The term of the services provided in the agreement shall be extended to **April 30, 2021**.

All other terms and conditions of the original Agreement remain the same, including the fees in accordance with Exhibit A to the original agreement.

The parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein sign this Agreement.

Fiscal Advisors & Marketing, Inc.

CITY OF SARATOGA SPRINGS, NY

By: Jeanine R. Caruso
Title: CEO/Municipal Advisor
Date: 12/18/2020

By: _____
Title: Mayor
Date: _____

City Council Approval Date: _____



City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
City Department: Finance Department Contact Person: Christine G. Broom City Ext. 2564
Company Name: Fiscal Advisors & Marketing, Inc.
Company Address: 63 Putnam St., Suite 202, Saratoga Springs, NY 12866
Company Telephone No.: (518) 541-3861 Company Fax No.: (315) 752-0057
Consultant Primary Contact for This Project: Jeanine R. Caruso Title: CEO/Municipal Advisor

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City of Saratoga Springs as a Certificate Holder for the following coverage for the work covered by this Agreement:

- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- Excess Insurance: Three Million Dollars per Occurrence Aggregate;
- Professional Errors and Omissions Insurance: Two Million per Claim Aggregate; AND
- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two (2) days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as Additional Insured on a primary and non-contributory basis prior to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of

coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City as an Additional Insured on a primary and non-contributory basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFPQ/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:

Jeanine R. Caruso

Date:

12/18/2020

**AGREEMENT BETWEEN
CITY OF SARATOGA SPRINGS, NY
AND**

FISCAL ADVISORS AND MARKETING, INC.

This Agreement ("Agreement") is made by and between the City of Saratoga Springs, NY (the "City") with a place of business at 474 Broadway, Saratoga Springs, NY 12866, and FISCAL ADVISORS AND MARKETING, INC. (the "Consultant") with a place of business at 120 Walton Street, Suite 600, Syracuse, NY 13202.

WITNESSETH THAT:

WHEREAS, the City has requested a quotation for financial advisor services and the Consultant has submitted a proposal in response to RFP 2015-47; and the Consultant is trained and proficient in the field of financial advisor services,

NOW, THEREFORE, in consideration of the mutual promises, responsibilities and covenants set forth herein, the City and the Consultant hereby agree as follows:

1. SCOPE OF AGREEMENT

In response to a request for a pricing proposal requested by the City for financial advisor services, the Consultant submitted a proposal dated December 17, 2015 (the "Proposal"), which are attached hereto as Exhibit A and made a part hereof. The Consultant shall provide to the City the services set forth therein for financial advisor services. The Consultant assumes full responsibility for the provision of the services made available in this Agreement. The Consultant shall be so liable even when the Consultant subcontracts the provision of a portion of the services. Subcontracting shall be permitted only with the prior written approval of the City.

2. CONSULTANT RESPONSIBILITIES

The Consultant shall provide services as outlined in the proposals dated December 17, 2015 as marked.

3. CONSULTANT DISCLOSURE

The requirements of New York State Finance Law Sections 8 and 163 regarding Consultant Disclosure are hereby incorporated into this Agreement.

4. FEES

The costs, fees and disbursements associated with the provision of products and services by the Consultant shall be determined in accordance with the terms and provisions of Exhibit A. No City employee, including the Project Manager named in Section 8 has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

5. TERM

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 and end on December 31, 2020. The Consultant 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 Consultant at least thirty (30) days prior to such termination date.

The City reserves the right to terminate this Agreement in the event it is found that either of the certifications filed by the Consultant in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Consultant in accordance with the provisions of Section 8 herein.

The City shall not incur any costs if it terminates this Agreement, other than those otherwise due to the Consultant for products delivered and services rendered by the Consultant pursuant to the terms and provisions of this Agreement at the time of such termination. Upon any termination, the Consultant shall only be entitled to compensation for products delivered and services rendered up to the date of termination.

In addition, in the event of any violation by the Consultant of any of the terms of this Agreement, the City may terminate the Agreement without notice and with compensation to the Consultant for fees and expenses rendered only to the date of termination. Any breach of any of the terms of this Agreement by the Consultant will result in immediate and

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CITY OF SARATOGA SPRINGS, NY
AND**

FISCAL ADVISORS AND MARKETING, INC.

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NOW, THEREFORE, in consideration of the mutual promises, responsibilities and covenants set forth herein, the City and the Consultant hereby agree as follows:

1. SCOPE OF AGREEMENT

In response to a request for a pricing proposal requested by the City for financial advisor services, the Consultant submitted a proposal dated December 17, 2015 (the "Proposal"), which are attached hereto as Exhibit A and made a part hereof. The Consultant shall provide to the City the services set forth therein for financial advisor services. The Consultant assumes full responsibility for the provision of the services made available in this Agreement. The Consultant shall be so liable even when the Consultant subcontracts the provision of a portion of the services. Subcontracting shall be permitted only with the prior written approval of the City.

2. CONSULTANT RESPONSIBILITIES

The Consultant shall provide services as outlined in the proposals dated December 17, 2015 as marked.

3. CONSULTANT DISCLOSURE

The requirements of New York State Finance Law Sections 8 and 163 regarding Consultant Disclosure are hereby incorporated into this Agreement.

4. FEES

The costs, fees and disbursements associated with the provision of products and services by the Consultant shall be determined in accordance with the terms and provisions of Exhibit A. No City employee, including the Project Manager named in Section 8 has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

5. TERM

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 and end on December 31, 2020. The Consultant 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 Consultant at least thirty (30) days prior to such termination date.

The City reserves the right to terminate this Agreement in the event it is found that either of the certifications filed by the Consultant in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Consultant in accordance with the provisions of Section 8 herein.

The City shall not incur any costs if it terminates this Agreement, other than those otherwise due to the Consultant for products delivered and services rendered by the Consultant pursuant to the terms and provisions of this Agreement at the time of such termination. Upon any termination, the Consultant shall only be entitled to compensation for products delivered and services rendered up to the date of termination.

In addition, in the event of any violation by the Consultant of any of the terms of this Agreement, the City may terminate the Agreement without notice and with compensation to the Consultant for fees and expenses rendered only to the date of termination. Any breach of any of the terms of this Agreement by the Consultant will result in immediate and

irreparable injury to the City and will authorize recourse to injunction and/or other specific performance as well as to all other legal or equitable remedies to which the City may be entitled.

6. EFFECTIVE DATE

This Agreement shall have no force and effect until approved by the City Council of the City of Saratoga Springs, NY.

7. BILLING

The Consultant shall provide itemized statements monthly to be reviewed and approved by the City. Invoices must be submitted to: City of Saratoga Springs, NY, Attn. Purchasing Agent, 474 Broadway, Saratoga Springs, NY 12866. Payment by the City will be made in accordance with the State Finance Law, upon receipt of such statements and upon approval by the City. No City employee, including the Project Manager named in Section 8 has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

8. NOTICE

The Commissioner of Finance is the project manager and shall represent the City in all matters affecting the delivery of products and services. The project manager for the Consultant is Damon Hacker.

Any notice, request, demand, or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Commissioner of Finance
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866

With a copy to: Secretary to the City Council
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866

To Consultant: Jeanine Rodgers Caruso, CIPMA, MBA
FISCAL ADVISORS AND MARKETING, INC.
35 Ginger Terrace, Clifton Park, NY 12065

Either party may designate another or further address by notice given in accordance herewith.

9. CONFIDENTIAL INFORMATION

In connection with the provision of products and/or services to the City by Consultant, the City may disclose to Consultant information that is proprietary or confidential information. Any and all City communications, records, documents, written, oral or electronic communication or other information of any kind shall be deemed and treated as confidential by the Consultant. The Consultant shall not copy, transmit, deliver or communicate in any way to any other person or entity any such communications and/or information without the prior written consent of the City. The Consultant agrees to use such confidential information solely for the purpose of performing services hereunder for the City.

The term "confidential information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the Consultant, (ii) is or becomes available to the Consultant on a non-confidential basis from sources other than the City, provided that such source is not bound by a written confidentiality agreement with the City, or (iii) was lawfully within the Consultant's possession prior to its being furnished to the Consultant by the City, provided that the source of such information was not bound by a written confidentiality agreement with the City, or (iv) is required under applicable law or by deposition, interrogatory, request or demand for information or documents, subpoena, investigative demand, court order or other similar legal process. In such cases the Consultant shall provide the City with written notice that such information is not deemed confidential. Such notice shall provide the City sufficient time to seek a protective order or other legal remedy.

All written confidential information (and all copies, extracts or other reproductions in whole or in part thereof) obtained by the Consultant from the City shall be returned to the City and have the status of City work papers (or, with the City's written permission, shall be destroyed and such destruction certified in writing to the City by an authorized Consultant representative supervising such destruction). Except as set forth herein, no confidential information shall be retained by the Consultant. The Consultant shall be permitted to retain one copy of internal memoranda and other

documents, developed by the Consultant during the term of this Agreement, which contain or refer to confidential information, subject to the confidentiality provisions of this paragraph.

Nothing in this section shall be construed to alter the Consultant's responsibilities under any applicable State Law. Since monetary damages may not be a sufficient remedy with respect to any violation of this section, the City shall be entitled to specific performance and injunctive relief, in addition to any other remedy.

10. CITY PROPERTY

All information and materials received hereunder by the Consultant from the City are and shall remain the sole and exclusive property of the City and the Consultant 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 Consultant. All intellectual property, created by the Consultant hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. The Consultant hereby transfers and assigns to the City all proprietary and intellectual property rights in such property.

Effective upon their creation pursuant to Section 2 of this Agreement, the Consultant 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 Consultant 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 Consultant, its agents, employees, or subcontractors. Nothing herein shall preclude the Consultant from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Consultant's business.

The Consultant 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 Consultant under this Agreement. Any written reports, opinions and advice rendered by the Consultant shall become the sole and exclusive property of the City, and the Consultant 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 Consultant.

11. RETENTION OF RECORDS

The Consultant 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 Consultant 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.

12. CONFLICTS OF INTEREST

The Consultant represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

13. PUBLICITY

The Consultant shall not prepare or release, or cause to be prepared or released, any public notice or announcement concerning this Agreement or performance hereunder. Public notice or announcement includes, but is not limited to, notices published on or in connection with the Consultant's website. The Consultant shall not plan, conduct, or cause to be planned or conducted, or take part in, any news or other conference concerning this Agreement, or work performed pursuant to it, without the City's prior written approval. The Consultant shall not make public or publicize its relation with the City, nor use the City's name, without the City's prior written approval.

14. RELATIONSHIP

No staff member, officer, director or person employed by the Consultant in connection with this Agreement shall be considered or deemed to be an employee of the City of Saratoga Springs, NY or represent him or herself as an employee of the City of Saratoga Springs, NY.

15. INSURANCE

All insurance policies required under this Agreement shall be issued by insurance companies authorized to conduct business under the laws of the State of New York. They shall be written for the benefit of the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and for the Consultant. Said policies shall be effective until all work required or contemplated by the Agreement has been completed. Policies expiring on a fixed date before completion of the Consultant's duties under this Agreement must be renewed not less than 30 days before such expiration date. No policy shall be changed by endorsement without the knowledge and the written consent of the

City and, in particular, any notice of cancellation by the insurer shall not be effective until 30 days after the said notice is actually received by the City. Any notice addressed to the City shall be mailed via certified or registered mail to the address set forth herein. The Consultant acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the City.

In the event the Consultant 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 Consultant. 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.

Before commencing work under this Agreement, the Consultant shall furnish to the City a certificate of insurance naming: the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees as an additional insured on a primary and non-contributory basis. Failure to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the City. Such certificate shall be on forms acceptable to the City's Office of Risk and Safety Management showing that the Consultant has complied with these requirements. In addition, for policies expiring on a fixed date before completion of the Project, certificates showing renewal must be filed not less than 30 days before such expiration date.

It shall be an affirmative obligation of the Consultant to advise the City's Office of Risk and Safety at Fax No. 518.693.4070, e-mail Marilyn.Rivers@Saratoga-Springs.org or mail via Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed in Part II 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 / excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: immediate termination of the contract; withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

Required Property and Casualty Insurance - Minimum coverage types and amounts:

- **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 Liability Insurance:** Three Million Dollars per Occurrence Aggregate
- **Professional Liability Insurance:** One Million per Claims with Two Million Aggregate

Required Workers Compensation Insurance – Minimum coverage types and amounts:

- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

16. LIABILITY

The Consultant assumes all risks in the performance of all its activities authorized by this Agreement. The Consultant 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 Consultant

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 Consultant, its Consultants, subcontractors, agents, or employees. The Consultant's responsibility under this section shall not be limited to the required or available insurance coverage.

17. 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.

18. WAIVER

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.

19. 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.

20. BINDING AGREEMENT

The covenants and agreements contained in this Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, heirs, successors, distributees and assigns. The rights or obligations granted or allocated to the Consultant herein may not be assigned without the prior written consent of the City.

21. ASSIGNMENT

The Consultant shall not, without the prior written consent of the City, assign, transfer, convey, or otherwise dispose of this Agreement, or any part thereof, or of its right, title, or interest therein or its power to execute this Agreement or any amendment or modifications hereto to any other person, company, or corporation.

22. SEVERABILITY

In the event any provision of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of the balance of this Agreement or any other term or condition hereof.

23. WAIVER OF IMMUNITY CLAUSE

Upon refusal of a representative of our firm, when called before a grand jury, to testify concerning any transaction or contract with the City of Saratoga Springs, NY or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts: Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that; any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, buy any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

24. NON-COLLUSIVE BIDDING CERTIFICATION: Section 103-d of General Municipal Law

By submission of this quotation, the Consultant and each person signing on behalf of any Consultant certifies, and, in 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 quotation 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 Consultant or with any competitor; and unless otherwise required by law, the prices which have been quoted in this quotation have not been knowingly disclosed by the Consultant and will not knowingly be disclosed by the Consultant prior to opening, directly or indirectly, to any other Consultant or to any competitor; and no attempt has been made or will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

25. APPENDICES

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Exhibits which are attached to this Agreement are incorporated by reference herein and which shall be made a part of this Agreement:

Exhibit A: Vendor/Supplier Code of Conduct

The following are attached to this Agreement for reference purposes:

Exhibit A: Proposals dated December 17, 2015

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.

Consultant 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.

CITY
Signature: [Signature]
Date: 1/6/16
Print Name: Leanne D. Jensen
Title: Mayor

CONSULTANT
Signature: [Signature]
Date: 11/24/2015
Print Name: Jeannine R. Caruso
Title: President

City Council Approval Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)

SS:

COUNTY OF Saratoga)

ON THIS 24th DAY OF December 20 2015 BEFORE ME PERSONALLY CAME
Jeannine Caruso TO ME KNOWN, WHO BEING DULY SWORN, DID DEPOSE AND SAY
THAT HE/SHE RESIDES IN Clifton Park, NY THAT HE/SHE IS THE
President OF THE FISCAL ADVISORS &
MARKETING, INC. THE CORPORATION DESCRIBED IN AND WHICH
EXECUTED THE FOREGOING INSTRUMENT; THAT HE/SHE KNEW THE SEAL OF SAID CORPORATION; THAT
THE SEAL AFFIXED TO SAID INSTRUMENT WAS SUCH CORPORATE SEAL; THAT IT WAS SO AFFIXED BY THE
ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE SIGNED HIS NAME
THERE TO BY LIKE ORDER.

[Signature]
NOTARY PUBLIC

BARBARA L SIMON
Notary Public - State of New York
No. 01SI6159981
Qualified in Saratoga County
My Commission Expires Jan. 29, 2019

EXHIBIT A

PROPOSAL TO THE CITY OF SARATOGA SPRINGS

FOR FINANCIAL ADVISOR SERVICES



***RFP #: 2015-47-Financial Advisor
Services RFP***



December 17, 2015



**FISCAL ADVISORS
& MARKETING, INC.**

Municipal Advisors to Local Governments

CITY OF SARATOGA SPRINGS REQUEST FOR PROPOSAL FOR FINANCIAL ADVISOR

- 1. Please include the names, mailing addresses, telephone number, facsimile number and electronic mail of the principal contact person for your firm and the principal author of the submission.*

Principal contact person and principal author of submission:

Jeanine Rodgers Caruso, CIPMA, MBA
President
Fiscal Advisors & Marketing, Inc.
35 Ginger Terrace
Clifton Park, New York 12065
(518) 383-3602 phone
(518) 383-4071 fax
e-mail: jcaruso@fiscaladvisors.com

Additional Members of financing team contact information:

Back up Financial Advisor:
Christine Crowley, CIPMA
Fiscal Advisors & Marketing, Inc.
120 Walton Street, Suite 600
Syracuse, New York 13202
(315)752-0051 x324 phone
(315)752-0057 fax
e-mail: ccrowley@fiscaladvisors.com

Client Administrator:
Natalie Mousaw, CIPMA
Fiscal Advisors & Marketing, Inc.
120 Walton Street, Suite 600
Syracuse, New York 13202
(315)752-0051 x325 phone
(315)752-0057 fax
e-mail: nmousaw@fiscaladvisors.com

2. *Provide brief resumes for the professional members of your firm who will be assigned to the City's financing on a priority basis.*

Jeanine Rodgers Caruso, CIPMA, MBA, President

T: (518) 383-3602

jcaruso@fiscaladvisors.com

Capital Region Office

Ms. Caruso is a Certified Independent Professional Municipal Advisor (CIPMA), President of Fiscal Advisors, and the immediate past president of the National Association of Municipal Advisors (NAMA). As the President of NAMA, Ms. Caruso frequently traveled to Washington, D.C. to meet with SEC, MSRB and legislative leaders regarding the regulation of municipal advisors. She has been a participant in the MSRB's "Municipal Market Roundtable" and frequently quoted in The Bond Buyer.

During her nearly thirty year career, Ms. Caruso has been personally involved in the planning and structuring of several billion dollars of financings. Prior to joining Fiscal Advisors in 1998, Ms. Caruso was Associate Vice President-Investment Banking at First Albany Corporation where she worked with municipalities, authorities, higher educational institutions, health care, not-for-profit and IDA clients to successfully underwrite their bond issues. In addition, she was a Senior Bond Analyst at Moody's Investors Service where she provided ratings for hundreds of municipalities, school districts and revenue bond issuers.

Ms. Caruso earned an MBA degree in Financial Management from the Lubin Graduate School of Business at Pace University (NYC) and a B.A. degree in Communications with minors in Business Administration and Computer Science from the State University of New York (Albany). Ms. Caruso is a member of the Government Finance Officers Association (GFOA), and both the Capital Region and Adirondack Chapters of the New York State Association of School Business Officials (NYSASBO).

Christine M. Crowley, CIPMA, Municipal Advisor

T: (315) 752-0051 Ext. 326

ccrowley@fiscaladvisors.com

Corporate Headquarters

Ms. Crowley joined Fiscal Advisors & Marketing, Inc. in 1999 and is a Certified Independent Professional Municipal Advisor (CIPMA). She received her Bachelor of Science degree, in 1999, with a major in Finance and a concentration in Economics from the State University of New York at Oswego.

Since joining Fiscal Advisors & Marketing, Inc., Ms. Crowley has assisted in the issuance of over \$4 billion of municipal securities for over 175 municipalities, school districts and public authorities throughout New York State. As a representative of the Corporate Headquarters Office, she has structured and coordinated the marketing of a

considerable number of bond, note and lease issuances providing clients with capital project *and* cash flow financing. Ms. Crowley researches and compiles information necessary to provide refunding and qualitative analysis for the firm's clients. She has assisted over 100 clients with the issuance of advance and current refundings. Ms. Crowley has also worked with issuances related to pooled financings, revenue bonds and tax sale certificates.

Ms. Crowley coordinates the firm's Continuing Disclosure Department, which provides the dissemination of necessary documents on behalf of the firm's clients in order to satisfy the requirements implemented by the Securities & Exchange Commission (S.E.C.) in relation to Continuing Secondary Market Disclosure (S.E.C. Rule 15c2-12).

Ms. Crowley is a member of the Delaware-Chenango-Otsego and Central New York Chapters of the New York State Association of School Business Officials (ASBO), the Government Finance Officers Association (GFOA) and the National Association of Municipal Advisors (NAMA). Ms. Crowley has served on various committees through NAMA and currently serves as Secretary to the Association and serves on the Standards, Ethics and Certification Committee.

Natalie Mousaw, CIPMA, Senior Analyst

T: (315) 752-0051, Ext. 325

nmousaw@fiscaladvisors.com

Corporate Headquarters

Ms. Mousaw joined Fiscal Advisors & Marketing, Inc. in December 2003 and is a Certified Independent Professional Municipal Advisor (CIPMA), acting as a representative of the Corporate Headquarters Office. Prior to joining Fiscal Advisors Ms. Mousaw worked in the Security Servicing Department at The Bank of New York.

She currently assists with coordinating the preparation of Official Statements and marketing note and bond issues providing clients with capital project financing which includes finalization of bid proposals and delivery of proceeds. In addition, Ms. Mousaw analyzes cash flow statements and assists clients with cash flow financing. She also works with clients by analyzing outstanding bond issues to identify refunding opportunities in order to provide present value savings.

Ms. Mousaw also assists the Continuing Disclosure Department which provides the dissemination of necessary documents on behalf of the firm's clients in order to satisfy the requirements implemented by the Securities and Exchange Commission in relation to Continuing Secondary Market Disclosure Filing.

Ms. Mousaw is a member of the Central New York Chapter of the New York State Association of School Business Officials (ASBO), the Government Finance Officers Association (GFOA) and the National Association of Municipal Advisors (NAMA).

In 2002, Ms. Mousaw earned a Bachelor of Science degree from LeMoyne College in Syracuse, New York.

3. *Describe your firm, including profile, experience and background, branch offices (if any), number of financial advisors specializing in municipal finance*

Fiscal Advisors & Marketing, Inc. ("FA") is a registered independent municipal advisory firm working throughout New York State with a team of experienced professionals, including ten Municipal Advisors, each skilled in various aspects of New York State local government and school district finance. FA is ready to provide the City of Saratoga Springs with the expertise and commitment it deserves. As an independent municipal advisory firm FA has no affiliation with financial institutions which enables FA to serve only in the best interest of the clients it represents without any conflict of interest. FA is registered with the Securities and Exchange Commission (SEC) as a Municipal Advisory Firm and FA's Municipal Advisors are registered with the Municipal Securities Rulemaking Board (MSRB) as Municipal Advisors. These registrations are required to serve as Municipal Advisors to local governments in the United States. FA Municipal Advisors are members of the National Association of Municipal Advisors (NAMA). FA is a proud charter member of NAMA.

FA assists over 500 New York State municipalities, school districts and public authorities with various financial advisory services. Since its incorporation in 1967, FA has assisted in the issuance of over \$60 billion of project financing and financial management and is consistently ranked as one of the top ten firms nationally, both in dollar volume and number of issues brought to market.

With five offices across New York State, FA professionals are readily available to attend work sessions, public hearings and board meetings. FA's Corporate Headquarter's office is located in the Central New York Region (Syracuse metropolitan area) and the four regional offices are located in the **Capital Region (Clifton Park)**, Western New York region (LeRoy), Finger Lakes region (Canandaigua), and Long Island Region (Bethpage, Long Island).

FA has fostered an excellent reputation with all aspects of the market, both as a member of NAMA and from the frequency of issues brought to the market. FA's experience and dedication to excellence bring a sense of security to the banking and underwriting community. FA has earned a high degree of trust in our judgments and opinions from the rating agencies and municipal bond insurers. FA also has highly productive working relationships with many bond counsels, who prefer working with FA knowing that the process will be streamlined.

FA lends its expertise and assistance to municipalities and school districts in many areas including: financial planning and budget forecasting, capital planning and financing, bond and note financing including cash flow borrowings, impact analysis on taxpayers and users, feasibility studies, credit rating review and analysis, lease financings,

refunding analysis, continuing secondary market disclosure, state building aid filings, sewer exclusion applications and accounting services.

FA lends its expertise and assistance to municipalities and school districts for marketing obligations for many purposes including:

- BUILDING PROJECTS
- CASH FLOW BORROWINGS (Revenue Anticipation Notes, Tax Anticipation Notes)
- TAX SETTLEMENTS
- ENERGY PERFORMANCE CONTRACTS
- ADVANCE REFUNDINGS

The factors we believe the City should use in selecting the Financial Advisor should be focused on experience and efficiency. While these terms may seem broad, we will highlight the specific areas that we feel supports this statement and thus demonstrate the strength of our Proposal.

Experience

Due to *FA*'s large staff of professionals we have the unique ability to offer a diverse and vast wealth of knowledge for which the City may draw upon for issues not only related to municipal financial matters but also on issues related to day to day accounting, capital improvement planning and financing, and cash flow borrowings. We have served the City as financial advisor since 2005 and have built a strong relationship with the finance staff and the bond counsel. In addition, our experience is helpful during the rating agency review process and the bond insurance process. In addition, we are able to speak with potential bond purchasers about the City's credit factors.

Efficiency

As the City will find, we assist all forms of local governments in bringing a diverse amount of financings to the municipal debt market. For a list of current financings, please visit our website, www.fiscaladvisors.com. We have used this ability to assist our clients to gain efficiencies in the market place through reduced issuance costs, better credit enhancement and the best interest rates available in the market on any given day. Reduction in issuance cost benefits our clients by providing more monies to become available for other costs more important to running the daily operations of our clients. Also, other parties to the debt issuance realize our expertise and familiarity with financings and are therefore more apt to keep their fees reduced. Better credit enhancement is accomplished with our prior rating agency experience and therefore we can provide advice on measures to protect the City's credit rating and even offer suggestions on steps to take to upgrade the City's credit. This will in turn provide for lower interest rates on the borrowings. We therefore feel that the efficiencies we bring to the transaction together with the number of issues that our firm brings to market annually is a signal to the market that our assistance on financing can be trusted and relied upon, and thus investors in the City's obligations respond by providing lower borrowing costs.

4. *Please provide a list of your financings of issuers and financings of similar size in New York State and Saratoga County. Please provide contact information for at least three references.*

We have provided a list of our financings for the last three years (to date) in Appendix A, attached hereto. The chart below illustrates the clients in Saratoga County that we have served over the years as Financial Advisor.

Ballston, Town of
Ballston Spa CSD
Burnt Hills-Ballston Lake CSD
Charlton, Town of
Clifton Park, Town of
Clifton Park-Halfmoon Library District
Clifton Park Water Authority
Corinth, V/O
Corinth CSD
Halfmoon Fire District
Halfmoon, Town of
Jonesville Fire District
Malta, Town of
Mechanicville CSD
Northside Fire District
Saratoga County
Saratoga County Sewer District
Saratoga Springs
Saratoga, Town of
South Glens Falls CSD
Stillwater, Town of
Stillwater Fire District
Vischer Ferry Fire District
Wilton, Town of
Wilton Fire District

We have provided three references below:

Mr. Albert B. Nolette
County Treasurer
County of Washington
County Municipal Center
383 Broadway
Fort Edward, New York 12828
Phone: 518-746-2220

Ms. Deborah DeGenova
Commissioner of Finance & Administration
City of Schenectady
City Hall-Room 103
105 Jay Street
Schenectady, New York 12305
Phone: 518-382-5011

Mr. Ken Bennett
Deputy Comptroller
City of Albany
City Hall-Room 109
Albany, New York 12207
Phone: 518-434-5036

5. *Describe your firm's access to sources of current market information to assist in pricing of negotiated sales and information to assist the City in planning and executing competitive sales.*

Fiscal Advisors & Marketing, Inc. subscribes to The Bond Buyer which is a daily weekday publication. This contains all of the sale and market information that a municipality needs during the sale process. In addition, we have contacts at the large investment banking firm trading desks that are cooperative when we have questions or need market information throughout the sale process. There are also many helpful on-line resources like Bloomberg and Municipal Market Data.

6. *Disclose your firm's affiliation or relationship with any broker-dealer.*

Fiscal Advisors & Marketing, Inc. has no affiliation or relationship with any broker-dealer. In fact, we are members of the National Association of Municipal Advisors (NAMA), which prohibits us from affiliating with broker/dealers.

7. *Disclose any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of your firm that could present a real or perceived conflict of interest.*

Fiscal Advisors & Marketing, Inc. does not receive finder's fees, engage in fee splitting, or make payments to consultants. However, there is one subsidiary of Fiscal Advisors & Marketing, Inc. that needs to be disclosed:

Fiscal Advisors & Marketing, Inc. owns a subsidiary, Premier Printing, which prints and distributes all of the Official Statements for Fiscal's clients. This

subsidiary was formed many years ago as an alternative to sending the Official Statements to the New York City printing firms who charged very high rates for printing.

8. *Please discuss any other relevant factors that should be considered by the City.*

We believe that it is important to outline the services we propose to provide the City if we are named Financial Advisor:

BOND, TAX OR REVENUE ANTICIPATION NOTES:

For the issuance of Bond Anticipation Notes, Tax Anticipation Notes or Revenue Anticipation Notes with an Official Statement and Notice of Sale, FA's responsibilities will include the following:

- Meet with appropriate officials to formulate and discuss the Financial Plan including the preparation of preliminary maturity schedules with an estimate of the interest cost and impact on tax rates.
- Provide a chronological Calendar of Events for necessary financial and legal items to be accomplished in conjunction with the financing.
- Provide advice on the implications of the Local Finance Law and the Tax Reform Act of 1986 as it relates to the structure and timing of the financing for the capital projects.
- Advise as to the maturity date of the Bond Anticipation Notes and the dollar size of the issue recognizing Federal and State Regulations and market conditions.
- Gather the information necessary to create a Preliminary Official Statement from annual reports and other documents, and by interviewing administrators, all in compliance with the Official Compilation of Codes, Rules and Regulations of the State of New York, the Local Finance Law and the Securities and Exchange Commission's Rule 15c2-12.
- Prepare the Notice of Sale in compliance with the Official Compilation of Codes, Rules and Regulations of the State of New York and the Local Finance Law and coordinate with Bond Counsel.
- Review overlapping/underlying debt of other units of local government and acquire pertinent information through requests to the governments and the office of the State Comptroller.
- Coordinate the activities of the proposed financing with Bond Counsel.

- Advise as to the condition of the financial market at such time as the bond anticipation notes are ready for sale.
- Update the Preliminary Official Statement on a current basis when the sale is scheduled. Distribute the Preliminary Official Statement and Notice of Sale to an extensive list of potential underwriters throughout New York State and the United States. Assist the printing firm to post the Preliminary Official Statement on the FA website.
- Act as a point of contact in the financial industry to clarify any potential uncertainties on the part of the potential underwriters.
- Recommend the date, time and location of the sale. Conduct the Sale and recommend acceptance or rejection of the bids based on compliance with the bidding instructions. Verify the net interest cost and provide advice on the award of the bid.
- Arrange all applicable details for the delivery of the issue, including the acquisition of CUSIP (Committee on Uniform Security Identification Procedures) numbers. Coordinate arrangements for delivery of book-entry-only issues with The Depository Trust Company (DTC). Alternative arrangements may be made for physical delivery locally. Coordinate the responsibilities at the time of closing among DTC, the purchasing underwriter(s), the City's bank and Bond Counsel. Provide written wire-transfer directions to the underwriter for depositing the proceeds into the City's local bank account on the day of closing.
- Review all applicable closing documents to support verification that they are properly executed. Confirm the accuracy of the Federal Funds Wire Transfer credit advice and the bank reference number of the wire transfer.
- Prepare the Final Official Statements for the underwriter for distribution in the secondary market as required by Securities and Exchange Commission Rule 15c2-12.
- Assist the printing firm to post the Final Official Statement on the FA website.
- Prepare comprehensive debt payment schedules tailored to the fiscal year of the City and distribute to appropriate parties.

BOND ISSUES:

For issuance of Serial Bonds with an Official Statement, FA's responsibilities will include the following:

- Meet with appropriate officials to formulate and discuss the Financial Plan including the preparation of preliminary maturity schedules with an estimate of the interest cost and impact on tax rates.
- Provide a chronological Calendar of Events for necessary financial and legal items to be accomplished in conjunction with the financing.
- Provide advice on the implications of the Local Finance Law, and Tax Reform Act of 1986 as they relate to the structure and timing of the financing for the capital projects.
- Advise on the length of the maturity schedule for the serial bonds and the dollar size of the issue based on Federal and State Regulations and upon market conditions.
- Prepare, where appropriate, a consolidated maturity schedule for submission to both the City and Bond Counsel for approval.
- Gather the information necessary to create a Preliminary Official Statement from annual reports and other documents, and by interviewing administrators as necessary, in compliance with the Official Compilation of Codes, Rules and Regulations of the State of New York, the Local Finance Law and the Securities and Exchange Commission's Rule 15c2-12.
- Review overlapping/underlying debt of other units of local government for the Official Statement and acquire pertinent information through requests to the governments and the offices of the State Comptroller as required.
- Coordinate activities of the proposed financing with the School District, the City's Attorney and Bond Counsel. .
- Submit required documentation to the Rating Agencies (Moody's and/or Standard & Poor's) and follow-up to support issuance of the best possible credit rating for the Serial Bond issue. Arrange and coordinate meetings with the Rating Agencies if necessary.
- Prepare the proper application for Municipal Bond Insurance.
- Advise as to the condition of financial market at such time as the Serial Bonds are ready for sale.

- Revise and update the Preliminary Official Statement on a current basis when the sale is scheduled. Distribute the Preliminary Official Statement and Notice of Sale to an extensive list of potential underwriters throughout New York State and the United States. Assist the printing firm to post the Preliminary Official Statement on the FA website.
- Act as a point of contact in the financial industry to clarify any potential uncertainties on the part of the potential underwriters.
- Prepare and file the executed Debt Statement with the New York State Comptroller's Office - Department of Audit & Control.
- Arrange for the required legal advertisement of the Summary Notice of Bond Sale in the "The Bond Buyer" and the local newspaper in compliance with the Official Compilation of Codes, Rules and Regulations of the State of New York, the Local Finance Law and the Securities and Exchange Commission's Rule 15c2-12.
- Recommend the date and time of the sale. Conduct the Sale and recommend acceptance or rejection of the bids based on compliance with the bidding instructions. Verify the Net Interest Cost and advise on the award of the bid.
- Arrange all applicable details for the delivery of the issue, including the acquisition of CUSIP (Committee on Uniform Security Identification Procedures) numbers. Coordinate the arrangements of delivery for book-entry-only issues with The Depository Trust Company (DTC) or in physical form locally. Coordinate the responsibilities at the time of closing among DTC, the purchaser(s), the City's bank and Bond Counsel. Provide written wire-transfer directions to the underwriter for depositing the proceeds into the City's bank account on the day of closing.
- Confirm the accuracy of the Federal Funds wire transfer credit advice and the bank reference number of the wire transfer. Coordinate the deposit of the "Sure-Bid" good faith payment (2% of the Issue amount).
- Coordinate, where appropriate and requested by the City, the payoff of any Bond Anticipation Notes with the Serial Bond proceeds.
- Prepare Final Official Statements for distribution by the Underwriter in the secondary market as required by Securities and Exchange Commission Rule 15c2-12.
- Assist the printing firm to post the Final Official Statements on the FA website.

- Prepare comprehensive debt service schedules tailored to the fiscal year of the City and distribute to appropriate parties, and advise concerning the procedures for paying debt service, upon request.
- Provide the necessary information to Bond Counsel so they can prepare the necessary tax forms to be filed with the appropriate tax authorities relating to the debt issuance.

CONTINUING DISCLOSURE:

Continuing Annual Secondary Market Disclosure over the life of the bond issue to comply with CFR Title 17, Securities Exchange Act of 1934, as Amended, Section 240.15c2-12.

- The above-referenced Section 240.15c2-12 requires the City, as the issuer of \$1,000,000 or more, “to enter into a written agreement to provide certain event notices and/or annual financial information to specified Information Repositories.” The regulation makes it unlawful for a broker or underwriter to purchase and reoffer the City’s issue unless the broker has verified that the City has undertaken the above-referenced “written agreement or contract for the benefit of the bond holders.” Services rendered for compliance will depend directly upon the amount and type of indebtedness incurred by the City.
- **FULL DISCLOSURE** – The City is required to annually prepare and file a secondary market disclosure Official Statement (financial information and operating data); audited annual reports, if any; and Material Event Notices to all Information Repositories, if the City’s total outstanding indebtedness, including the current issue, exceed \$10,000,000. The collection and verified filing of the required information would be accomplished by our firm, as annually required and as Event Notes are received from the City.
- **LIMITED DISCLOSURE** – The City is required to provide financial information to anyone upon request, or at least annually file the financial information to the State Information Depository, if any. The City must also provide Material Event Notices to all Information Repositories. The collection and verified filing of the required information would be accomplished by our firm, as annually required and as Event Notices are received from the City, if the City’s total outstanding indebtedness, including the current issue, is less than \$10,000,000.
- **LIMITED DISCLOSURE – EVENT NOTICES ONLY** – The City is required to file certain “Event Notices” to the specified Information Repositories. When “Events” occur during the life of the issue, the determination and filing of the “Event Notes” would be accomplished by our firm, after being notified by the City as “Events” occur.

9. *Disclose any pending investigation of your firm or enforcement or disciplinary actions taken within the past three years by the SEC or other regulatory body.*

There are no pending investigations of Fiscal Advisors & Marketing, Inc. nor any enforcement or disciplinary actions taken within the past three years by the SEC or other regulatory body.

10. *Provide the level of malpractice insurance carried, including the deductible to cover errors and omissions, improper judgments, or negligence.*

Fiscal Advisors & Marketing, Inc. carries \$1,000,000 of malpractice insurance, with a \$25,000 deductible.

11. *Provide a fee proposal in dollars for a three-year and five year period. Provide a list of all fees associated with the proposal. Identify any fees that are a "not to exceed" basis, describe any condition attached to your fee and explicitly state which costs are included in the fee proposal and which costs are to be reimbursed. A list of reimbursable fees, including vendor name, address and fee, shall be submitted to the City at the time of scheduling the issue.*

We have outlined our fees below for the various services we would expect to provide to the City. We are willing to commit to maintaining this fee schedule for the next five years. Please note that FA will not charge for out-of-pocket expenses.

FISCAL ADVISORS & MARKETING, INC.

FEE SCHEDULE ^{(1) (2) (3) (4)}

SERVICE

FEES

Bond Anticipation Note Issues

Under \$1,000,000 (Notice of Sale only)	\$1,800
\$1,000,001-\$10,000,000 (Official Statement)	\$5,500
\$500 Per every million over \$10,000,000	

Bond Issues

Under \$1,000,000 (Notice of Sale only)	\$2,600
Bonds up to \$5,000,000 (Official Statement, rating)	\$8,200
(bond fee increases based on size - \$1,000 per \$1 million above \$5 million)	

Refunding Bond Issues

Up to \$5,000,000	\$19,500
(bond fee increases based on size - \$1,500 per \$1 million above \$5 million)	

Continuing Disclosure

Annual Continuing Disclosure (when an Official Statement has been completed during that year)	\$1,200
Material Event Filings (per occurrence)	\$ 500

Hourly Fee	\$185
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(Hourly fees are not generally charged as all coSts are part of the financings. Hourly fee included should any special projects arise).

(1) Actual Fees will be based on actual work performed: Fees may be affected by additional hourly fees charged for additional services specifically requested by the client

(2) This fee schedule is proprietary information provided to the client only; it is not for dissemination.

(3) The Client shall be responsible for the actual cost of printing and distribution of the Preliminary and Final Official Statements, Notices of Sale and Bid Forms. Rating Agency fees are also the City's responsibility.

(4) If the City did not do a bond issue during the calendar year, the Continuing Disclosure fee would be \$2,200.

CERTIFICATIONS:

The Certifications requested in Step One of the RFP are executed and attached as Appendix B.

APPENDIX

A

FISCAL ADVISORS & MARKETING, INC.

BOND ISSUES BETWEEN \$2 AND \$10 MILLION FOR THE LAST THREE YEARS

September 1, 2012 - November 25, 2015

CLIENT	ISSUE AMOUNT	TYPE ISSUE	DATE
Arondack CSD	\$3,645,000	RF	3/7/2013
Afton CSD	\$3,040,000	RF	4/11/2013
Albany C/O	\$9,890,000	B	7/3/2013
Albany C/O	\$4,545,000	RF	5/21/2015
Albany C/O	\$4,670,000	RF	5/21/2015
Albany CSD	\$2,983,177	QSCB	12/12/2012
Amsterdam CSD	\$9,065,000	RF	3/18/2014
Auburn C/O	\$3,610,000	RF	11/1/2012
Auburn C/O	\$2,414,800	B	5/28/2015
Auburn C/O	\$8,700,000	B	8/27/2015
Ausable Valley CSD	\$4,335,000	B	10/1/2013
Ausable Valley CSD	\$5,600,000	RF	10/28/2015
Ausable Valley CSD	\$5,600,000	RF	10/28/2015
Averill Park CSD	\$9,300,000	RF	1/30/2013
Baldwinsville CSD	\$8,710,000	B	6/10/2014
Beekmantown CSD	\$3,431,892	B	7/5/2013
Belleville-Henderson CSD	\$4,630,000	B	10/31/2012
Belleville-Henderson CSD	\$7,013,000	B	6/27/2013
Berne-Knox-Westerlo CSD	\$9,980,000	B	12/28/2012
Bethlehem T/O	\$6,715,000	RF	12/20/2012
Bethlehem T/O	\$5,912,058	B	5/28/2015
Beukendaal FD	\$4,360,000	B	3/12/2014
Binghamton C/O	\$9,885,000	B	1/30/2014
Binghamton C/O	\$2,400,000	RF	7/14/2015
Binghamton CSD	\$3,915,000	RF	7/9/2013
Boces- Broome & Tioga Co	\$6,065,000	RF	3/20/2014
Boces- Madison & Oneida Co	\$6,450,000	RF	3/20/2014
Boght Community FD	\$5,360,000	B	12/19/2013
Bolton Point Water Commission	\$2,600,000	B	10/5/2012
Brasher Falls CSD	\$8,365,000	RF	3/5/2013
Brasher Falls CSD	\$7,220,000	B	6/10/2015
Brocton CSD	\$2,930,000	RF	5/15/2013
Brocton CSD	\$5,000,000	QSCB	7/24/2013
Brocton CSD	\$3,565,000	RF	4/28/2015
Brocton CSD	\$8,560,000	B	6/10/2015
Broome Co	\$5,655,000	RF	4/24/2013
Brushton-Moira CSD	\$3,210,000	B	6/26/2014
Burnt Hills-Ballston Lake CSD	\$7,800,000	RF	2/27/2013
Byron-Bergen CSD	\$4,575,000	RF	3/26/2013
C/O Rome	\$6,175,000	RF	4/22/2015
Camden CSD	\$9,990,000	RF	12/23/2014
Canajoharie CSD	\$6,795,000	B	10/31/2012
Canaseraga CSD	\$6,145,000	B	6/25/2015
Carmel CSD	\$4,690,000	RF	11/14/2013
Carmel CSD	\$5,642,000	B	6/25/2014
Cassadaga Valley CSD	\$2,240,000	RF	11/14/2012
Catskill CSD	\$6,310,000	RF	8/19/2014
Cattaraugus Co	\$6,160,165	B	9/5/2012
Cattaraugus Co	\$7,210,000	RF	1/23/2013
Cattaraugus Co	\$6,460,000	B	3/4/2013
Cattaraugus Co	\$3,750,000	B	4/15/2015
Cazenovia CSD	\$2,290,000	RF	3/26/2013
Central Square CSD	\$7,292,761	B	9/20/2013
Chautauqua Co	\$9,151,317	B	9/25/2014
Chemung Co	\$3,159,522	B	10/25/2012
Chemung Co	\$6,710,000	RF	4/18/2013
Chemung Co	\$5,771,477	B	10/18/2013

FISCAL ADVISORS & MARKETING, INC.

BOND ISSUES BETWEEN \$2 AND \$10 MILLION FOR THE LAST THREE YEARS

September 1, 2012 - November 25, 2015

	ISSUE	TYPE		
CLIENT	AMOUNT	ISSUE		DATE
Cumung Co	\$4,916,077	B		12/18/2014
Chenango Forks CSD	\$5,850,000	RF		4/29/2015
Chittenango CSD	\$7,930,000	B		10/31/2012
Chittenango CSD	\$4,710,000	RF		2/20/2013
Clifton Park T/O	\$8,035,000	RF		3/7/2013
Clyde-Savannah CSD	\$3,890,000	B		6/10/2014
Cobleskill-Richmondville CSD	\$9,075,000	B		10/31/2012
Cobleskill-Richmondville CSD	\$3,265,000	RF		4/29/2015
Coeymans Hollow FD	\$2,350,000	B		1/29/2015
Cohoes C/O	\$3,765,000	RF		11/7/2013
Cohoes C/O	\$2,000,000	B		8/21/2014
Colton-Pierrepont CSD	\$6,690,000	RF		2/14/2013
Corinth CSD	\$2,225,000	B		10/31/2012
Corinth V/O	\$4,890,000	RF		3/21/2013
Cortland Co	\$7,452,000	B		2/27/2015
Cortland Co	\$8,280,000	RF		3/17/2015
Coxsackie-Athens CSD	\$5,095,000	B		6/13/2013
Coxsackie-Athens CSD	\$4,005,000	RF		3/31/2015
Deerfield T/O	\$2,150,000	B		7/2/2015
Delaware Academy CSD at Delhi	\$6,780,000	B		6/10/2015
Delhi CSD	\$4,310,000	RF		3/19/2013
Deposit CSD	\$6,930,000	B		6/10/2014
DeRuyter CSD	\$3,960,000	B		6/26/2013
Dewitt FD	\$6,605,000	RF		6/25/2015
Dewitt T/O	\$3,420,000	RF		12/11/2014
Dewitt T/O	\$2,990,000	RF		10/15/2015
Dee CSD	\$9,320,677	B		6/17/2015
East Bloomfield CSD	\$2,971,000	B		8/27/2015
East Islip UFSD	\$2,725,000	RF		5/7/2015
East Ramapo CSD	\$7,412,491	BN		3/27/2013
East Rochester UFSD	\$4,045,000	B		6/13/2013
Eastchester UFSD	\$9,966,725	B		6/27/2013
Edmeston CSD	\$2,665,000	RF		12/23/2014
Edwards-Knox CSD	\$5,225,000	RF		2/26/2013
Elmira C/O	\$3,865,000	B		4/30/2013
Elmira C/O	\$5,290,000	RF		3/26/2014
Elmira C/O	\$2,543,000	B		4/10/2014
Elmira C/O	\$3,436,294	B		4/30/2015
Endwell FD in the T/O Union	\$2,560,000	B		4/16/2015
Essex Co	\$9,720,000	B		11/15/2013
Fairport CSD	\$4,314,000	B		12/29/2014
Fallsburg T/O	\$3,500,000	B		10/24/2012
Fayetteville-Manlius CSD	\$7,610,000	B		6/13/2013
Fayetteville-Manlius CSD	\$5,055,000	RF		7/2/2013
Fonda-Fultonville CSD	\$8,240,000	RF		3/21/2013
Fonda-Fultonville CSD	\$2,480,000	B		8/15/2013
Frankfort-Schuyler CSD	\$6,675,000	B		10/31/2012
Franklinville CSD	\$4,385,000	B		6/26/2014
Franklinville CSD	\$9,075,000	B		6/24/2015
Fulton C/O	\$6,623,800	B		9/25/2014
Fulton CSD	\$5,366,293	B		9/20/2013
Genesee Co	\$4,200,000	B		6/26/2013
Genesee Co	\$4,745,827	B		12/23/2014
Genesee Co	\$9,326,464	B		2/27/2015
Geneseo CSD	\$4,650,000	RF		4/10/2013
Geneseo CSD	\$9,395,000	B		7/25/2013
Geneva CSD	\$9,945,000	B		6/10/2015

FISCAL ADVISORS & MARKETING, INC.
BOND ISSUES BETWEEN \$2 AND \$10 MILLION FOR THE LAST THREE YEARS
September 1, 2012 - November 25, 2015

CLIENT	ISSUE AMOUNT	TYPE ISSUE	DATE
Cats Falls CSD	\$6,860,000	RF	10/21/2015
Glenville FD #2	\$2,700,000	B	10/30/2014
Glenville T/O	\$6,825,000	RF	4/9/2013
Gloversville CSD	\$5,970,000	B	10/31/2012
Great Neck V/O	\$2,240,000	RF	8/21/2013
Greene CSD	\$2,480,000	RF	7/30/2014
Greenport T/O	\$5,826,800	B	9/13/2012
Guilderland CSD	\$7,955,000	RF	3/7/2013
Guilderland FD	\$3,821,276	B	5/29/2014
Hadley-Luzerne CSD	\$2,355,000	B	7/15/2014
Halfmoon FD #1	\$3,000,000	B	6/18/2013
Halfmoon T/O	\$7,330,000	RF	7/31/2014
Hamilton V/O	\$7,470,000	B	5/7/2015
Hannibal CSD	\$3,660,000	RF	7/30/2014
Herkimer Co	\$4,825,000	RF	4/18/2013
Herkimer CSD	\$2,022,956	B	4/23/2014
Herkimer CSD	\$6,530,000	RF	5/21/2015
Herkimer V/O	\$2,487,000	B	12/27/2012
Horseheads V/O	\$3,400,000	B	1/9/2015
Hudson C/O	\$2,572,175	B	4/24/2014
Hunter-Tannersville CSD	\$5,440,000	RF	10/14/2015
Huntington FD	\$4,500,000	B	5/1/2013
Irondequoit T/O	\$4,485,000	B	12/13/2012
Ithaca C/O	\$3,044,137	B	8/1/2013
Ithaca C/O	\$9,945,000	RF	9/3/2014
Ithaca CSD	\$6,525,000	B	7/1/2015
Ithaca T/O	\$3,450,000	B	8/15/2013
Ithaca T/O	\$3,000,000	B	12/30/2014
Ithaca T/O	\$2,950,000	B	11/13/2015
Jamesville-Dewitt CSD	\$6,460,000	RF	3/6/2013
Jefferson Co	\$7,000,000	B	6/3/2015
Johnson City V/O	\$6,985,000	RF	1/29/2013
Johnstown CSD	\$6,325,000	RF	10/20/2015
LaFayette T/O	\$3,173,000	B	7/30/2015
Lake George CSD	\$2,300,000	RF	11/20/2013
Lansing CSD	\$2,285,000	B	6/13/2013
Lansing CSD	\$2,215,000	B	6/10/2015
Laurens CSD	\$8,080,000	RF	11/5/2015
Lewis Co	\$4,795,000	B	8/8/2013
Lewis Co	\$3,100,000	RF	11/25/2014
Lewis Co	\$8,590,000	RF	10/8/2015
Little Falls CSD	\$4,230,000	RF	3/13/2013
Liverpool CSD	\$7,590,000	RF	12/18/2014
Maine-Endwell CSD	\$5,645,000	B	10/31/2012
Maine-Endwell CSD	\$7,610,000	B	6/24/2015
Malone CSD	\$8,496,497	QZAB	5/15/2013
Manchester-Shortsville CSD	\$2,410,000	B	6/10/2015
Marathon CSD	\$5,549,552	B	6/13/2013
Massena CSD	\$3,110,000	RF	12/13/2012
Massena CSD	\$6,065,000	RF	7/30/2015
McGraw CSD	\$6,655,000	B	6/25/2014
Medina CSD	\$3,325,000	B	10/31/2012
Medina V/O	\$2,775,000	B	6/27/2013
Mexico CSD	\$3,875,736	B	9/25/2013
Minisink Valley CSD	\$2,663,937	B	8/5/2015
Minoa V/O	\$2,565,000	RF	4/17/2013
Montgomery Co	\$6,150,000	RF	8/27/2013

FISCAL ADVISORS & MARKETING, INC.
BOND ISSUES BETWEEN \$2 AND \$10 MILLION FOR THE LAST THREE YEARS
September 1, 2012 - November 25, 2015

	ISSUE	TYPE		
CLIENT	AMOUNT	ISSUE		DATE
Montgomery Co	\$8,150,000	B		3/17/2015
Montgomery Co	\$3,450,000	RF		11/4/2015
Moravia CSD	\$2,225,000	RF		12/16/2014
Morrisonville FD	\$2,500,000	B		8/28/2013
New Hartford T/O	\$2,580,000	B		6/27/2013
Newark Valley CSD	\$8,730,000	RF		3/20/2013
Niskayuna CSD	\$3,200,000	B		6/27/2013
North Greenbush FD #1	\$6,462,237	B		3/5/2015
North Rose-Wolcott CSD	\$7,735,000	RF		11/24/2015
North Salem T/O	\$2,025,000	B		7/8/2015
OCM BOCES	\$5,890,000	B		6/30/2015
OCWA	\$8,390,000	RF		3/5/2013
OCWA	\$5,200,000	B		4/22/2015
Oneonta C/O	\$5,545,000	B		2/6/2013
Oneonta CSD	\$8,685,000	RF		4/3/2013
Oneonta CSD	\$4,025,000	B		6/10/2015
Orleans Co	\$3,600,000	B		5/21/2013
Orleans Co	\$8,003,000	B		4/15/2015
Oswego C/O	\$6,150,000	B		10/23/2014
Oswego CSD	\$6,853,601	B		6/24/2014
Otego-Unadilla CSD	\$8,540,000	RF		9/19/2012
Owego-Apalachin CSD	\$8,098,038	B		6/18/2013
Oyster Bay T/O	\$7,500,000	B		4/22/2013
Pavilion CSD	\$5,145,000	RF		4/8/2015
Penn Yan CSD	\$2,345,000	RF		5/14/2014
Philipstown-North Highlands FD	\$3,755,000	RF		4/16/2015
Phoenix CSD	\$3,595,998	B		6/18/2014
Plattsburgh CSD	\$4,700,000	RF		2/19/2013
Pleasantville V/O	\$2,430,000	RF		4/29/2014
Pleasantville V/O	\$3,580,000	RF		4/28/2015
Pleasantville V/O	\$2,208,000	B		8/20/2015
Port Byron CSD	\$5,091,191	B		7/2/2013
Port Byron CSD	\$2,245,000	RF		3/18/2015
Princetown T/O	\$2,435,000	RF		6/19/2013
Putnam Co	\$6,446,535	B		11/21/2012
Putnam Co	\$3,113,000	B		11/15/2013
Putnam Co	\$3,478,274	B		11/20/2014
Putnam Valley CSD	\$4,850,000	RF		4/16/2014
Putnam Valley CSD	\$9,545,000	RF		4/29/2015
Queensbury UFSD	\$5,605,000	B		10/31/2012
Rome C/O	\$8,320,000	RF		10/7/2015
Rome CSD	\$5,450,000	RF		3/21/2013
Rome CSD	\$6,870,000	B		6/10/2015
Rome CSD	\$4,876,281	B		8/5/2015
Romulus CSD	\$3,735,000	RF		3/11/2014
Romulus CSD	\$4,470,000	B		6/10/2015
Roscoe CSD	\$2,050,000	B		6/10/2015
Rotterdam-Mohonasen CSD	\$6,525,000	B		10/31/2012
Rotterdam-Mohonasen CSD	\$4,020,000	RF		2/18/2015
Royalton-Hartland CSD	\$3,750,000	B		6/26/2014
Sackett Harbor CSD	\$2,320,000	B		10/31/2012
Sackett Harbor V/O	\$2,045,000	RF		5/27/2015
Saratoga T/O	\$3,515,000	RF		9/12/2013
Saranac CSD	\$4,960,000	B		6/10/2014
Saratoga Co	\$3,090,000	RF		9/25/2012
Saratoga Springs C/O	\$4,278,499	B		6/27/2013
Saratoga Springs C/O	\$5,123,686	B		6/26/2014

FISCAL ADVISORS & MARKETING, INC.
BOND ISSUES BETWEEN \$2 AND \$10 MILLION FOR THE LAST THREE YEARS
September 1, 2012 - November 25, 2015

CLIENT	ISSUE AMOUNT	TYPE ISSUE	DATE
Cattaraugus Springs C/O	\$5,978,242	B	6/23/2015
Schalmont CSD	\$5,370,000	RF	1/31/2013
Schenectady CSD	\$2,250,000	B	5/22/2014
Schenectady CSD	\$5,015,000	RF	11/5/2014
Schenectady CSD	\$6,719,768	B	7/1/2015
Schoharie CSD	\$5,075,000	RF	3/28/2013
Scotia V/O	\$2,280,000	B	6/6/2013
Scotia-Glenville CSD	\$9,190,000	B	10/31/2012
Scotia-Glenville CSD	\$9,100,000	B	6/24/2015
Seneca Co	\$3,700,000	B	8/7/2014
Seneca Falls CSD	\$2,500,000	RF	11/19/2014
Sherburne-Earlville CSD	\$2,185,000	B	6/26/2014
Sherrill CSD	\$3,715,000	RF	2/4/2015
South Colonie CSD	\$4,155,000	B	6/10/2014
South Jefferson CSD	\$4,590,000	B	6/18/2015
Southern Cayuga CSD	\$2,765,000	RF	8/18/2015
St. Lawrence-Lewis Boces	\$7,860,000	B	6/5/2015
St. Regis Falls CSD	\$5,325,000	RF	4/23/2015
Steuben Co	\$3,535,000	RF	2/17/2015
Sullivan T/O	\$2,384,000	B	11/7/2012
Susquehanna Valley CSD	\$4,531,000	B	6/25/2014
Thousand Islands CSD	\$2,165,000	B	6/18/2015
Ticonderoga CSD	\$2,595,000	RF	7/22/2014
Tioga Co	\$9,995,000	B	8/28/2013
Tompkins Co	\$4,170,000	B	7/15/2013
Tompkins Co	\$8,935,000	RF	11/26/2013
Tompkins Co	\$4,700,000	RF	11/6/2014
Tompkins Co	\$7,705,500	B	11/6/2014
Tompkins Co	\$9,720,000	B	7/10/2015
Ulster Co	\$3,668,573	B	11/29/2012
Ulster Co	\$3,318,500	B	11/15/2013
Ulster Co	\$3,851,300	B	11/25/2014
Ulster Co	\$5,505,000	RF	3/11/2015
Ulster Co	\$5,548,290	B	11/24/2015
Unadilla Valley CSD	\$3,085,000	RF	12/18/2012
Union T/O	\$2,026,693	B	5/7/2015
Union-Endicott CSD	\$9,920,000	B	10/31/2012
Union-Endicott CSD	\$8,575,000	RF	9/9/2014
Utica C/O	\$2,424,000	B	8/21/2014
Utica C/O	\$3,887,600	B	5/6/2015
Valley CSD at Montgomery	\$7,190,000	B	2/19/2014
Vestal T/O	\$2,595,000	RF	4/17/2013
Walton CSD	\$3,030,000	B	6/10/2014
Warwick Valley CSD	\$6,829,919	B	6/27/2013
Warwick Valley CSD	\$5,135,000	RF	12/15/2014
Washington Co	\$2,795,000	RF	4/11/2013
Waterloo CSD	\$4,935,000	RF	5/20/2015
Watertown CSD	\$2,805,000	B	6/10/2014
Wayne CSD	\$7,720,000	RF	9/18/2012
Webster CSD	\$6,775,000	RF	2/3/2015
Webutuck CSD	\$8,175,000	RF	10/10/2012
Weedsport CSD	\$2,570,000	RF	12/30/2014
West Genesee CSD	\$4,060,000	B	10/31/2012
West Genesee CSD	\$9,320,000	RF	2/7/2013
West Valley CSD	\$2,005,000	RF	4/15/2015
Westhill CSD	\$4,595,000	RF	4/18/2013
Westmere FD	\$4,925,000	B	2/18/2015

FISCAL ADVISORS & MARKETING, INC.

BOND ISSUES BETWEEN \$2 AND \$10 MILLION FOR THE LAST THREE YEARS

September 1, 2012 - November 25, 2015

	ISSUE	TYPE			
CLIENT	AMOUNT	ISSUE			DATE
Watkins Point CSD	\$5,935,000	B			6/24/2015
Williamson CSD	\$3,260,000	RF			3/19/2013
Williamson CSD	\$3,255,000	RF			4/2/2015
Wyoming Co	\$8,905,000	B			11/15/2013
Wyoming Co	\$3,760,000	B			6/17/2015
Wyoming Co	\$4,025,000	RF			7/30/2015

Located in Saratoga County.

B - Bonds

QSCB - Qualified School Construction Bonds

RF-Refunding

SIB - Statutory Installment Bonds

APPENDIX

B



Financial Advisor Services RFP 2015-47

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 will 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.

TOTAL BID IN FIGURES: \$ PLEASE SEE ATTACHED

TOTAL BID WRITTEN: PLEASE SEE ATTACHED

COMPANY NAME: FISCAL ADVISORS & MARKETING, INC.

ADDRESS: 35 GINGER TERRACE

CLIFTON PARK NY 12065 Phone No. (518) 383-3602
(City) (State) (Zip)

E-MAIL ADDRESS: jcaruso@fiscaladvisors.com

AUTHORIZED SIGNATURE: Jeanine R. Caruso

PRINTED NAME: Jeanine R. Caruso

TITLE: President DATE: 12/16/2015

FISCAL ADVISORS & MARKETING, INC.

FEE SCHEDULE ^{(1) (2) (3) (4)}

<u>SERVICE</u>	<u>FEES</u>
Bond Anticipation Note Issues	
Under \$1,000,000 (Notice of Sale only)	\$1,800
\$1,000,001-\$10,000,000 (Official Statement)	\$5,500
\$500 Per every million over \$10,000,000	
Bond Issues	
Under \$1,000,000 (Notice of Sale only)	\$2,600
Bonds up to \$5,000,000 (Official Statement, rating)	\$8,200
(bond fee increases based on size - \$1,000 per \$1 million above \$5 million)	
Refunding Bond Issues	
Up to \$5,000,000	\$19,500
(bond fee increases based on size - \$1,500 per \$1 million above \$5 million)	
Continuing Disclosure	
Annual Continuing Disclosure (when an Official Statement has been completed during that year)	\$1,200
Material Event Filings (per occurrence)	\$ 500
Hourly Fee	\$185
(Hourly fees are not generally charged as all coSts are part of the financings. Hourly fee included should any special projects arise).	
<i>(1) Actual Fees will be based on actual work performed: Fees may be affected by additional hourly fees charged for additional services specifically requested by the client</i>	
<i>(2) This fee schedule is proprietary information provided to the client only; <u>It is not for dissemination.</u></i>	
<i>(3) The Client shall be responsible for the actual cost of printing and distribution of the Preliminary and Final Official Statements, Notices of Sale and Bid Forms. Rating Agency fees are also the City's responsibility.</i>	
<i>(4) If the City did not do a bond issue during the calendar year, the Continuing Disclosure fee would be \$2,200.</i>	



Waiver of Immunity Clause
Section §139(a) State Finance Law

Upon the refusal by a representative of your firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

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: Jeanine R. Caruso Print Name: Jeanine R. Caruso

Title: President Date: 12/16/2015

Company: Fiscal Advisors & Marketing, Inc. Address: 35 Ginger Terrace
Clifton Park, N.Y. 12065

Subscribed to under penalty of perjury under the laws of the State of New York, this 16th day of December, 2015 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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.
- **Conflict of Interest:** The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- **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: Jeanine R. Caruso

Printed name: Jeanine R. Caruso

Title: President

Date: 12/16/2015

Company Name: Fiscal Advisors & Marketing, Inc.



City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services

City Project Number: 2015-47 City Project Name: Financial Advisor Services RFP
City Department: Dept. of Accounts Department Contact Person: Stephanie Richards City Ext. _____
Company Name: Fiscal Advisors & Marketing, Inc.
Company Address: 35 Ginger Terrace, Clifton Park, New York 12065
Company Telephone No.: (518) 383-3002 Company Fax No.: (518) 383-4071
Consultant Primary Contact for This Project: Jeanine R. Canuso Title: President

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 Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage);
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- Excess Liability Insurance: Three Million Dollars per Occurrence Aggregate
- Professional Errors and Omissions Insurance: One Million per Occurrence with Two Million Aggregate
- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

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

The Consultant, 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 Consultant or its employees or anyone for whom the Consultant 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 Consultant, as aforesaid.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant'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 Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Consultant Signature: Jeanine R. Canuso Date: 12/16/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Grimsley Agency 5320 W Taft Rd N Syracuse NY 13212	CONTACT NAME:	
	PHONE (A/C, No, Ext): 315-452-0123	FAX (A/C, No):
INSURED Fiscal Advisors & Marketing Inc. & Premier Printing, Inc. 120 Walton St Ste 600 Syracuse NY 13202	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Casualty Ins Co of America	NAIC # 15038
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	680 6B99059A-ACJ-14	05/11/2015	05/11/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BA 7B000269-14	05/11/2015	05/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/>	<input type="checkbox"/>	CUP 7B001985-14	05/11/2015	05/11/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	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"/>				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 Saratoga Springs, its elected and/or appointed officials, officers, agents and employees are named as Additional Insured on a primary and non-contributory basis per contractual agreement on the General Liability Policy.

CERTIFICATE HOLDER

City of Saratoga Springs
474 Broadway
Attn: Risk & Safety
Saratoga Springs, NY 12866-2296

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sue Schenckley



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haylor, Freyer & Coon, Inc. 231 Salina Meadows Parkway P.O. 4743 Syracuse NY 13221	CONTACT NAME: Heather Parker PHONE (A/C, No, Ext): 315-703-1393 FAX (A/C, No): 315-703-8173 E-MAIL ADDRESS: hparker@haylor.com														
INSURED Fiscal Advisors & Marketing, Inc. 120 Walton St, Suite 600 Syracuse NY 13202	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Lloyds of London</td><td>85202</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lloyds of London	85202	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Lloyds of London	85202														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1834784511

REVISION NUMBER:

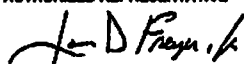
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 I,TR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions Claims Made Retro: 01/01/2003		HMPL14000068	10/31/2015	10/31/2016	\$1,000,000 \$3,000,000 \$25,000 Each Claim Aggregate Deductible

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

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs 474 Broadway Attn: Risk and Safety Saratoga Springs NY 12866-2298	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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New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

1045 SEVENTH NORTH STREET, LIVERPOOL, NEW YORK 13088-6186

Phone: (315) 453-6513

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 010730758

FISCAL ADVISORS & MARKETING INC(A)
DELAWARE CORP)

120 WALTON STREET STE 600

SYRACUSE NY 132021231

POLICYHOLDER

FISCAL ADVISORS & MARKETING INC(A)
DELAWARE CORP)

120 WALTON STREET STE 600

SYRACUSE NY 132021231

CERTIFICATE HOLDER

CITY OF SARATOGA SPRINGS

474 BROADWAY

ATTN: RISK AND SAFTY

SARATOGA SPRINGS NY 12866-2296

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
S1060 780-2	166658	12/08/2015 TO 12/08/2016	12/22/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1060 780-2 UNTIL 12/08/2016, 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 SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 12/08/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

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

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790

VALIDATION NUMBER: 229528456

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) FISCAL ADVISORS AND MARKETING INC 120 WALTON ST STE 600 SYRACUSE, NY 13202	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 01-0730758
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Attn: Risk and Safety Saratoga Springs, NY 12886	3a. Name of Insurance Carrier WESCO INSURANCE COMPANY 3b. Policy Number of entity listed in box "1a": 0195655 3c. Policy effective period: 12/22/2015 to 12/31/2016
4. Policy covers: a. <input checked="" type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law b. <input type="checkbox"/> Only the following class or classes of the employer's employees: _____ Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above. Date Signed <u>12/22/2015</u> By <u>Kathleen K. Diaz</u> (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier) Telephone Number <u>800-535-2711</u> Title <u>Vice President</u> IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.	

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State of New York Workers' Compensation Board	
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.	
Date Signed _____	By _____ (Signature of NYS Workers' Compensation Board Employee)
Telephone Number _____	Title _____

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

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2020

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: Diane Stahl		
	PHONE (A/C, No. Ext): 607-304-9767 FAX (A/C, No): 315-362-5736		
	E-MAIL ADDRESS: dstahl@haylor.com		
INSURED Fiscal Advisors & Marketing, Inc. 250 South Clinton St. Ste. 502 Syracuse NY 13202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lloyds of London		85202
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1630315346**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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Retroactive 1/1/03			HMPL190444	10/31/2020	10/31/2021	Ded 1,000,000 3,000,000 25,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs
Office of Risk and Safety
474 Broadway
Saratoga Springs NY 12866

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2020

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: Diane Stahl PHONE (A/C, No, Ext): 607-304-9767 E-MAIL: dstahl@haylor.com ADDRESS: dstahl@haylor.com		FAX (A/C, No): 315-362-5736
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Lloyds of London		85202
		INSURER B: Beazley Insurance Co		37540
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 1168772147** **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Professional Liability Cyber & Data Breach			HMPL190444 V24F02200301	10/31/2020 10/19/2020	10/31/2021 10/19/2021	1,000,000 3,000,000 1,000,000

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

CERTIFICATE HOLDER

City of Saratoga Springs Office of Risk and Safety 474 Broadway Saratoga Springs NY 12866	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2020

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

COVERAGES**CERTIFICATE NUMBER:** 00000677-1527146**REVISION NUMBER:** 15


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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6806B99059A	05/11/2020	05/11/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6806B99059A	05/11/2020	05/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP7B001985	05/11/2020	05/11/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	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 \$

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

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

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs Office of Risk & Safety 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (DPG)

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CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
FISCAL ADVISORS AND MARKETING INC

250 S. CLINTON STREET, SUITE 502
SYRACUSE, NY 13202

Work Location of Insured (Only required if coverage is specifically limited to
certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured
315-752-0051

1c. Federal Employer Identification Number of Insured
or Social Security Number
010730758

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)

Office of Risk and Safety
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

3a. Name of Insurance Carrier

ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"

DBL582863

3c. Policy effective period

01/01/2020

to

12/31/2021

4. Policy provides the following benefits:

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

5. Policy covers:

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

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

Date Signed 12/18/2020

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100

Name and Title Richard White, Chief Executive Officer

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

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

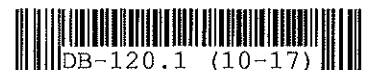
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 010730758
FISCAL ADVISORS & MARKETING INC(A
DELAWARE CORP)
250 SOUTH CLINTON ST, STE 502
SYRACUSE NY 132021231



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER FISCAL ADVISORS & MARKETING INC(A DELAWARE CORP) 250 SOUTH CLINTON ST, STE 502 SYRACUSE NY 132021231		CERTIFICATE HOLDER CITY OF SARATOGA SPRINGS OFFICE OF RISK AND SAFETY 474 BROADWAY SARATOGA SPRINGS NY 12866	
POLICY NUMBER S1060 780-2	CERTIFICATE NUMBER 921453	POLICY PERIOD 12/08/2020 TO 12/08/2021	DATE 12/17/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1060780-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1029292161

**AGREEMENT BETWEEN
CITY OF SARATOGA SPRINGS, NY
AND**

WALSH AND WALSH, LLP

This Agreement ("Agreement") is made by and between the City of Saratoga Springs, NY (the "City") with a place of business at 474 Broadway, Saratoga Springs, NY 12866, and WALSH AND WALSH, LLP (the "Consultant") with a place of business at 42 Long Alley, Saratoga Springs, NY 12866.

WITNESSETH THAT:

WHEREAS, the City has requested a quotation for Bond Counsel Services and the Consultant has submitted a proposal in response to RFP 2015-46; and the Consultant is trained and proficient in the field of bond counsel services,

NOW, THEREFORE, in consideration of the mutual promises, responsibilities and covenants set forth herein, the City and the Consultant hereby agree as follows:

1. SCOPE OF AGREEMENT

In response to a request for a pricing proposal requested by the City for bond counsel services, the Consultant submitted a proposal dated December 17, 2015 (the "Proposal"), which are attached hereto as Exhibit A and made a part hereof. The Consultant shall provide to the City the services set forth therein for bond counsel services. The Consultant assumes full responsibility for the provision of the services made available in this Agreement. The Consultant shall be so liable even when the Consultant subcontracts the provision of a portion of the services. Subcontracting shall be permitted only with the prior written approval of the City.

2. CONSULTANT RESPONSIBILITIES

The Consultant shall provide services as outlined in the proposals dated December 17, 2015 as marked.

3. CONSULTANT DISCLOSURE

The requirements of New York State Finance Law Sections 8 and 163 regarding Consultant Disclosure are hereby incorporated into this Agreement.

4. FEES

The costs, fees and disbursements associated with the provision of products and services by the Consultant shall be determined in accordance with the terms and provisions of Exhibit A. No City employee, including the Project Manager named in Section 8 has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

5. TERM

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 and end on December 31, 2020. The Consultant 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 Consultant at least thirty (30) days prior to such termination date.

The City reserves the right to terminate this Agreement in the event it is found that either of the certifications filed by the Consultant in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Consultant in accordance with the provisions of Section 8 herein.

The City shall not incur any costs if it terminates this Agreement, other than those otherwise due to the Consultant for products delivered and services rendered by the Consultant pursuant to the terms and provisions of this Agreement at the time of such termination. Upon any termination, the Consultant shall only be entitled to compensation for products delivered and services rendered up to the date of termination.

In addition, in the event of any violation by the Consultant of any of the terms of this Agreement, the City may terminate the Agreement without notice and with compensation to the Consultant for fees and expenses rendered only to the date of termination. Any breach of any of the terms of this Agreement by the Consultant will result in immediate and irreparable injury to the City and will authorize recourse to injunction and/or other specific performance as well as to all other legal or equitable remedies to which the City may be entitled.

**AGREEMENT BETWEEN
CITY OF SARATOGA SPRINGS, NY
AND
WALSH AND WALSH, LLP**

This Agreement ("Agreement") is made by and between the City of Saratoga Springs, NY (the "City") with a place of business at 474 Broadway, Saratoga Springs, NY 12866, and WALSH AND WALSH, LLP (the "Consultant") with a place of business at 42 Long Alley, Saratoga Springs, NY 12866.

WITNESSETH THAT:

WHEREAS, the City has requested a quotation for Bond Counsel Services and the Consultant has submitted a proposal in response to RFP 2015-46; and the Consultant is trained and proficient in the field of bond counsel services,

NOW, THEREFORE, in consideration of the mutual promises, responsibilities and covenants set forth herein, the City and the Consultant hereby agree as follows:

1. SCOPE OF AGREEMENT

In response to a request for a pricing proposal requested by the City for bond counsel services, the Consultant submitted a proposal dated December 17, 2015 (the "Proposal"), which are attached hereto as Exhibit A and made a part hereof. The Consultant shall provide to the City the services set forth therein for bond counsel services. The Consultant assumes full responsibility for the provision of the services made available in this Agreement. The Consultant shall be so liable even when the Consultant subcontracts the provision of a portion of the services. Subcontracting shall be permitted only with the prior written approval of the City.

2. CONSULTANT RESPONSIBILITIES

The Consultant shall provide services as outlined in the proposals dated December 17, 2015 as marked.

3. CONSULTANT DISCLOSURE

The requirements of New York State Finance Law Sections 8 and 163 regarding Consultant Disclosure are hereby incorporated into this Agreement.

4. FEES

The costs, fees and disbursements associated with the provision of products and services by the Consultant shall be determined in accordance with the terms and provisions of Exhibit A. No City employee, including the Project Manager named in Section 8 has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

5. TERM

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 and end on December 31, 2020. The Consultant 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 Consultant at least thirty (30) days prior to such termination date.

The City reserves the right to terminate this Agreement in the event it is found that either of the certifications filed by the Consultant in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Consultant in accordance with the provisions of Section 8 herein.

The City shall not incur any costs if it terminates this Agreement, other than those otherwise due to the Consultant for products delivered and services rendered by the Consultant pursuant to the terms and provisions of this Agreement at the time of such termination. Upon any termination, the Consultant shall only be entitled to compensation for products delivered and services rendered up to the date of termination.

In addition, in the event of any violation by the Consultant of any of the terms of this Agreement, the City may terminate the Agreement without notice and with compensation to the Consultant for fees and expenses rendered only to the date of termination. Any breach of any of the terms of this Agreement by the Consultant will result in immediate and irreparable injury to the City and will authorize recourse to injunction and/or other specific performance as well as to all other legal or equitable remedies to which the City may be entitled.

6. EFFECTIVE DATE

This Agreement shall have no force and effect until approved by the City Council of the City of Saratoga Springs, NY.

7. BILLING

The Consultant shall provide itemized statements monthly to be reviewed and approved by the City. Invoices must be submitted to: City of Saratoga Springs, NY, Attn. Purchasing Agent, 474 Broadway, Saratoga Springs, NY 12866. Payment by the City will be made in accordance with the State Finance Law, upon receipt of such statements and upon approval by the City. No City employee, including the Project Manager named in Section 8 has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

8. NOTICE

The Commissioner of Finance is the project manager and shall represent the City in all matters affecting the delivery of products and services. The project manager for the Consultant is Damon Hacker.

Any notice, request, demand, or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Commissioner of Finance
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866

With a copy to: Secretary to the City Council
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866

To Consultant: Marian Wait Walsh, Esq.
WALSH AND WALSH, LLP
42 Long Alley, Saratoga Springs, NY 12866-2116

Either party may designate another or further address by notice given in accordance herewith.

9. CONFIDENTIAL INFORMATION

In connection with the provision of products and/or services to the City by Consultant, the City may disclose to Consultant information that is proprietary or confidential information. Any and all City communications, records, documents, written, oral or electronic communication or other information of any kind shall be deemed and treated as confidential by the Consultant. The Consultant shall not copy, transmit, deliver or communicate in any way to any other person or entity any such communications and/or information without the prior written consent of the City. The Consultant agrees to use such confidential information solely for the purpose of performing services hereunder for the City.

The term "confidential information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the Consultant, (ii) is or becomes available to the Consultant on a non-confidential basis from sources other than the City, provided that such source is not bound by a written confidentiality agreement with the City, or (iii) was lawfully within the Consultant's possession prior to its being furnished to the Consultant by the City, provided that the source of such information was not bound by a written confidentiality agreement with the City, or (iv) is required under applicable law or by deposition, interrogatory, request or demand for information or documents, subpoena, investigative demand, court order or other similar legal process. In such cases the Consultant shall provide the City with written notice that such information is not deemed confidential. Such notice shall provide the City sufficient time to seek a protective order or other legal remedy.

All written confidential information (and all copies, extracts or other reproductions in whole or in part thereof) obtained by the Consultant from the City shall be returned to the City and have the status of City work papers (or, with the City's written permission, shall be destroyed and such destruction certified in writing to the City by an authorized Consultant representative supervising such destruction). Except as set forth herein, no confidential information shall be retained by the Consultant. The Consultant shall be permitted to retain one copy of internal memoranda and other documents, developed by the Consultant during the term of this Agreement, which contain or refer to confidential information, subject to the confidentiality provisions of this paragraph.

Nothing in this section shall be construed to alter the Consultant's responsibilities under any applicable State Law. Since monetary damages may not be a sufficient remedy with respect to any violation of this section, the City shall be entitled to specific performance and injunctive relief, in addition to any other remedy.

10. CITY PROPERTY

All information and materials received hereunder by the Consultant from the City are and shall remain the sole and exclusive property of the City and the Consultant 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 Consultant. All intellectual property, created by the Consultant hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. The Consultant hereby transfers and assigns to the City all proprietary and intellectual property rights in such property.

Effective upon their creation pursuant to Section 2 of this Agreement, the Consultant 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 Consultant 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 Consultant, its agents, employees, or subcontractors. Nothing herein shall preclude the Consultant from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Consultant's business.

The Consultant 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 Consultant under this Agreement. Any written reports, opinions and advice rendered by the Consultant shall become the sole and exclusive property of the City, and the Consultant 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 Consultant.

11. RETENTION OF RECORDS

The Consultant 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 Consultant 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.

12. CONFLICTS OF INTEREST

The Consultant represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

13. PUBLICITY

The Consultant shall not prepare or release, or cause to be prepared or released, any public notice or announcement concerning this Agreement or performance hereunder. Public notice or announcement includes, but is not limited to, notices published on or in connection with the Consultant's website. The Consultant shall not plan, conduct, or cause to be planned or conducted, or take part in, any news or other conference concerning this Agreement, or work performed pursuant to it, without the City's prior written approval. The Consultant shall not make public or publicize its relation with the City, nor use the City's name, without the City's prior written approval.

14. RELATIONSHIP

No staff member, officer, director or person employed by the Consultant in connection with this Agreement shall be considered or deemed to be an employee of the City of Saratoga Springs, NY or represent him or herself as an employee of the City of Saratoga Springs, NY.

15. INSURANCE

All insurance policies required under this Agreement shall be issued by insurance companies authorized to conduct business under the laws of the State of New York. They shall be written for the benefit of the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and for the Consultant. Said policies shall be effective until all work required or contemplated by the Agreement has been completed. Policies expiring on a fixed date before completion of the Consultant's duties under this Agreement must be renewed not less than 30 days before such expiration date. No policy shall be changed by endorsement without the knowledge and the written consent of the City and, in particular, any notice of cancellation by the insurer shall not be effective until 30 days after the said notice is actually received by the City. Any notice addressed to the City shall be mailed via certified or registered mail to the

address set forth herein. The Consultant acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the City.

In the event the Consultant 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 Consultant. 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.

Before commencing work under this Agreement, the Consultant shall furnish to the City a certificate of insurance naming: the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees as an additional insured on a primary and non-contributory basis. Failure to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the City. Such certificate shall be on forms acceptable to the City's Office of Risk and Safety Management showing that the Consultant has complied with these requirements. In addition, for policies expiring on a fixed date before completion of the Project, certificates showing renewal must be filed not less than 30 days before such expiration date.

It shall be an affirmative obligation of the Consultant to advise the City's Office of Risk and Safety at Fax No. 518.693.4070, e-mail Marilyn.Rivers@Saratoga-Springs.org or mail via Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed in Part II 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 / excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-;VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: immediate termination of the contract; withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

Required Property and Casualty Insurance - Minimum coverage types and amounts:

- **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 Liability Insurance:** Three Million Dollars per Occurrence Aggregate
- **Professional Liability Insurance:** One Million per Claims with Two Million Aggregate

Required Workers Compensation Insurance – Minimum coverage types and amounts:

- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

16. LIABILITY

The Consultant assumes all risks in the performance of all its activities authorized by this Agreement. The Consultant 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 Consultant 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 Consultant, its Consultants, subcontractors, agents, or employees. The Consultant's responsibility under this section shall not be limited to the required or available insurance coverage.

17. 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.

18. WAIVER

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.

19. 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.

20. BINDING AGREEMENT

The covenants and agreements contained in this Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, heirs, successors, distributees and assigns. The rights or obligations granted or allocated to the Consultant herein may not be assigned without the prior written consent of the City.

21. ASSIGNMENT

The Consultant shall not, without the prior written consent of the City, assign, transfer, convey, or otherwise dispose of this Agreement, or any part thereof, or of its right, title, or interest therein or its power to execute this Agreement or any amendment or modifications hereto to any other person, company, or corporation.

22. SEVERABILITY

In the event any provision of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of the balance of this Agreement or any other term or condition hereof.

23. WAIVER OF IMMUNITY CLAUSE

Upon refusal of a representative of our firm, when called before a grand jury, to testify concerning any transaction or contract with the City of Saratoga Springs, NY or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts: Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that; any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

24. NON-COLLUSIVE BIDDING CERTIFICATION: Section 103-d of General Municipal Law

By submission of this quotation, the Consultant and each person signing on behalf of any Consultant certifies, and, in 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 quotation 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 Consultant or with any competitor; and unless otherwise required by law, the prices which have been quoted in this quotation have not been knowingly disclosed by the Consultant and will not knowingly be disclosed by the Consultant prior to opening, directly or indirectly, to any other Consultant or to any competitor; and no attempt has been made or will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

25. APPENDICES

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Exhibits which are attached to this Agreement are incorporated by reference herein and which shall be made a part of this Agreement:

Exhibit A: Vendor/Supplier Code of Conduct

The following are attached to this Agreement for reference purposes:

Exhibit A: Proposals dated December 17, 2015

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.

Consultant 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.

CITY	CONSULTANT
Signature: <u>Joanne D. Yepsen</u>	Signature: <u>Marian Wait Walsh</u>
Date: <u>1/6/16</u>	Date: <u>December 28, 2015</u>
Print Name: <u>Joanne D. Yepsen</u>	Print Name: <u>Marian Wait Walsh</u>
Title: <u>Mayor</u>	Title: <u>Partner</u>
City Council Approval Date: <u>1/5/16</u>	

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)

SS:

COUNTY OF Saratoga)

ON THIS 8th DAY OF December 2015 BEFORE ME PERSONALLY CAME
Marian Wait Walsh TO ME KNOWN, WHO BEING DULY SWORN, DID DEPOSE AND SAY
THAT HE/SHE RESIDES IN Saratoga County THAT HE/SHE IS THE
Partner OF THE Walsh & Walsh, LLP
EXECUTED THE FOREGOING INSTRUMENT; THAT HE/SHE KNEW THE SEAL OF SAID CORPORATION; THAT
THE SEAL AFFIXED TO SAID INSTRUMENT WAS SUCH CORPORATE SEAL; THAT IT WAS SO AFFIXED BY THE
ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE SIGNED HIS NAME
THERETO BY LIKE ORDER.

Elizabeth M. Moro
NOTARY PUBLIC

ELIZABETH M. MORO
Notary Public, State of New York
Qualified in Washington County
No. 01MO6262166
My Commission Expires 05-21-2016

EXHIBIT A

RESPONSE TO

RFP #: 2015-46 – BOND COUNSEL RFP

Name of Bidder: Walsh & Walsh, LLP

RFP Opening: Thursday, December 17, 2015 at 2:00 p.m.

WALSH & WALSH, LLP

42 Long Alley
Saratoga Springs, New York 12866-2116
(518) 583-0171
wwllp@spalaw2.com

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PART 1

1. The principal contact person at Walsh & Walsh, LLP is as follows:

Marian Wait Walsh, Esq.
42 Long Alley
Saratoga Springs, New York 12866-2116
Telephone: (518) 583-0171
Facsimile: (518) 583-1025
E-mail: marian@spalaw2.com

The principal author of this proposal is as follows:

Joan B. Bleikamp, Esq.
42 Long Alley
Saratoga Springs, New York 12866-2116
Telephone: (518) 583-0171
Facsimile: (518) 583-1025
E-mail: jbleikamp@spalaw2.com

Brief resumes for the attorneys who will be assigned to the City's financings are as follows:

Joan B. Bleikamp concentrates her practice in the area of municipal finance. She has acted as bond counsel to the Dormitory Authority of the State of New York as well as to towns, villages, cities, counties, school districts, fire districts and other municipal corporations in New York State. She has extensive experience in acting as bond counsel to municipalities in connection with the New York Clean Water and Drinking Water State Revolving Fund loan programs administered by the New York State Environmental Facilities Corporation and various loan programs administered by the United States Department of Agriculture, Rural Development. She has also acted as bond counsel to several industrial development agencies in New York State and the Vermont Industrial Development Authority.

In addition to acting as bond counsel, Ms. Bleikamp has represented underwriters and trustees in municipal and public authority finance transactions in New York, Vermont, Maine, Georgia, Kansas and Missouri. She has participated in a wide variety of financing transactions, including letter of credit secured revenue debt structures, lower floaters and multimodal financings, as well as more traditional general obligation municipal finance transactions. She had lead drafting responsibility in the creation of a successful collateralized letter of credit program that has been used by two lending institutions in connection with both tax-exempt and taxable bond offerings.

Ms. Bleikamp has also acted as special counsel to several municipalities in New York State which have received funding for community development projects through the Canal Corridor Initiative, a program of the United States Department of Housing and Urban Development.

Ms. Bleikamp has served as Secretary and a Director of the Saratoga Springs Preservation Foundation, as a member of the Saratoga County YMCA Membership Committee, as Chairman of the Town of Argyle Zoning Board of Appeals, as Treasurer and Recording Secretary of the Washington County Historical Society and as a member of the Washington County Advisory Council on Historic Preservation.

Ms. Bleikamp graduated cum laude from Albany Law School of Union University in 1983. She received a bachelor's degree with honors from Colorado State University in 1975 and a master's degree from The Pennsylvania State University in 1978. She is a member of the National Association of Bond Lawyers.

Joseph M. Walsh practices primarily in the areas of municipal finance, corporate, real estate, land use and environmental, commercial and real property litigation and community association law.

Mr. Walsh has acted as bond counsel to municipal and district corporation issuers for the financing of a variety of projects, including several public libraries and solid waste management facilities. He serves as a town attorney and has acted as special counsel for county solid waste management facilities and financing.

His real estate experience includes representing developers through the acquisition, financing, permitting, construction and sell-out phases of residential condominium and homeowner association developments and commercial projects. He has substantial litigation experience in the area of real property law and has represented a variety of commercial and residential lenders.

Mr. Walsh has been a member of the Executive Committee of the Real Property Law Section of the New York State Bar Association since 1994, was the State-wide Co-Chair of the Section's Condominiums and Cooperatives Committee from 1996 until 2006 and has been the Co-Chair of the Section's Continuing Legal Education Committee since 2006..

Mr. Walsh graduated from Albany Law School of Union University in 1980. He received a bachelor's degree from the University of Michigan in 1973 and master's degrees from the State University of New York at Albany in 1975 and Rensselaer Polytechnic Institute in 1976. He is a member of the American Bar Association, the New York State Bar Association and the Saratoga County Bar Association.

Marian Wait Walsh practices primarily in the areas of municipal finance, banking, commercial and project finance, real estate, estate planning and probate.

Mrs. Walsh has served as bond counsel to several area school district public libraries and is bond counsel to several towns.

As counsel to banks and borrowers, Mrs. Walsh has extensive experience in financing transactions from both the lender's and the borrower's perspectives. She has represented banks in construction loans and permanent financings for a variety of commercial, industrial and residential development projects, and has considerable experience in asset-based as well as credit-based financing. Projects with which she has been involved run the full gamut of commercial projects, both publicly and privately financed, and include the financing of several hydroelectric plants, the Saratoga YMCA, the Capital District YMCA and the Luther Forest Technology Campus Economic Development Corporation.

Mrs. Walsh served as a member of the Board of Directors of the Albany Medical Center in Albany, New York for six years, serving on the College Affairs Committee and Audit Committee, as a member of the OASIS (Not-For-Profit) Board of Directors for six years, as a member of the Saratoga County ARC Foundation Board of Directors for two years, as a member of the Cornell Agricultural College Committee for Planned Giving for two years and as a member of the Saratoga Rowing Association Board of Directors for four years, and is currently a member of the Board of Directors of Sustainable Saratoga, where she serves as Treasurer and as a member of the Executive and Governance Committees.

Mrs. Walsh graduated from Boston University School of Law in 1981. She received a bachelor's degree from Cornell University in 1971 and a master's degree from the State University of New York at Albany in 1975. She is a member of the New York State Bar Association and the Saratoga County Bar Association.

2. Walsh & Walsh, LLP is a general practice law firm with extensive experience in municipal finance.

Our municipal finance practice is primarily as bond counsel to towns, villages, cities, counties, school districts, fire districts and other municipal corporations in their traditional borrowings under the New York Local Finance Law. We also assist municipalities and public authorities in the development and finance of programs to meet their infrastructure needs. Walsh & Walsh, LLP is nationally recognized as municipal bond counsel and is listed in the municipal bond attorneys section of The Bond Buyer's Municipal Marketplace (the "Red Book").

The firm's attorneys also act as counsel to various municipalities and have represented them in litigation and in environmental and land use matters. The firm represents institutional and private lenders as well in a variety of finance transactions.

The firm has no branch offices. The firm's attorneys who concentrate their practices in municipal finance are Joan B. Bleikamp, Joseph M. Walsh and Marian Wait Walsh.

3. Attached as Exhibit A to this proposal is a listing of bond financings from January 1, 2011 to the present time in which Walsh & Walsh, LLP has represented municipal issuers.

Contact information for references is as follows:

Hon. Craig H. Randall
Mayor
Village of Lake Placid
2693 Main Street
Lake Placid, New York 12946
(518) 523-2597
mayorrandall@villageoflakeplacid.ny.gov

Mr. Leonard Sauers
Business Manager/Treasurer
Lake Placid Central School District
50 Cummings Road
Lake Placid, New York 12946
(518) 523-2475
lsauers@lpcsd.org

Catherine Edman, CPA
Budget Officer
Town of North Elba
2693 Main Street
Lake Placid, New York 12946
(518) 523-9517
catherine@northelba.org

Hon. Edward D. Kinowski
Supervisor
Town of Stillwater
P.O. Box 700
Stillwater, New York 12170
(518) 664-6148
ekinowski@stillwaterny.org

4. There is no litigation, administrative proceedings or investigations in which Walsh & Walsh, LLP is currently involved or which is threatened against Walsh & Walsh, LLP.
5. There are no existing or potential conflicts of interest which Walsh & Walsh, LLP will have in the course of its performance of services requested. Our firm has a system for routinely checking for potential conflicts of interest between existing and former clients and among new, existing and former clients. On occasion, prospective new or existing clients indicate that they may have a possible dispute with or claim against the City. Walsh & Walsh, LLP declines representation in such instances due to its representation of the City as bond counsel, unless the clients give their informed consent to dual representation.
6. Walsh & Walsh, LLP has acted as bond counsel to the City since November 5, 1999.
- Joan B. Bleikamp, Joseph M. Walsh and Marian Wait Walsh are all residents of the City and are familiar with the financing issues facing the City.
7. The level of malpractice insurance carried by Walsh & Walsh, LLP to cover errors and omissions, improper judgments or negligence is \$1,000,000 per occurrence with \$2,000,000 aggregate. The deductible is \$10,000.

8. Our fee proposal is as follows:

Public sale of serial bonds	\$4,500
Private sale of serial bonds	\$3,500
Statutory installment bond issue	\$2,700
Bond anticipation note issue	\$1,800
Bond resolution	\$ 150-\$450, depending upon complexity
Tax anticipation note, revenue anticipation note, capital note or budget note issue (including resolutions)	\$1,500
Application for sewer debt exclusion	\$ 450
Installment purchase contract (including resolutions)	\$2,700-\$4,500, depending upon complexity
Advance refunding of serial bonds (including resolutions)	\$7,500

There generally is no charge for written or oral responses to capital committee questions or other financing questions from the Director of Finance, the Deputy Commissioner of Finance or members of the City Council. There is no charge for our attorneys' attendance at finance meetings held by the City.

In addition to the above fees, Walsh & Walsh, LLP will expect to be reimbursed for all client charges made or incurred on behalf of the City, such as travel costs, photocopying, deliveries, telecopy charges, filing fees and other expenses.

The above fees will remain in effect for a five-year period.

EXHIBIT A**MUNICIPAL FINANCE TRANSACTIONS SINCE JANUARY 1, 2011
IN WHICH WALSH & WALSH, LLP HAS ACTED AS COUNSEL**

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
12/16/15	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2015 (Renewal)	\$ 110.0	Bond Counsel
12/15/15	Village of Nassau (NY)	Statutory Installment Bond (Route 20 Water Main Project Serial Bond – 2015)	\$ 300.0	Bond Counsel
11/12/15	Village of Walton (NY)	Bond Anticipation Note for Wastewater Treatment Plant Press – 2015	\$ 260.0	Bond Counsel
11/10/15	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2015	\$ 163.1	Bond Counsel
11/6/15	Village of Walton (NY)	Bond Anticipation Note for Wastewater Treatment Plant Improvements – 2015 (Renewal)	\$ 1,155.0	Bond Counsel
10/21/15	Village of Whitehall (NY)	Bond Anticipation Note for Sewer System Improvements – 2015	\$ 1,950.0	Bond Counsel
9/30/15	Town of Galway (NY)	Statutory Installment Bond (Highway Garage Refunding Serial Bond – 2015)	\$ 315.0	Bond Counsel
8/13/15	Village of Lake Placid (NY)	Bond Anticipation Note for Electric Department Projects – 2015	\$ 264.0	Bond Counsel
8/6/15	Village of Lake Placid (NY)	Statutory Installment Bond (Sewer Trunk Line Serial Bond – 2015)	\$ 3,122.6	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
7/29/15	Town of Stillwater (NY)	Bond Anticipation Note for Van Ness Road Reconstruction Project and Brown's Beach Acquisition – 2015 (Renewal)	\$ 5,445.0	Bond Counsel
6/25/15	Town of Stillwater (NY)	Bond Anticipation Note for Brown's Beach Improvements and Luther Forest Connector Road Project – 2015	\$ 700.0	Bond Counsel
6/25/15	Village of Whitehall (NY)	E.F.C. Clean Water Facility Note – 2015 A	\$ 1,340.0	Bond Counsel
6/23/15	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2015	\$ 180.8	Bond Counsel
6/23/15	City of Saratoga Springs (NY)	Public Improvement (Serial) Bonds, 2015	\$ 5,978.2	Bond Counsel
5/29/15	Town of Wells (NY)	Bond Anticipation Note for Purchase of Plow Truck, 2015 (Renewal)	\$ 59.9	Bond Counsel
5/1/15	Town of North Elba (NY)	Statutory Installment Bond (Various Capital Projects Serial Bond – 2015)	\$ 219.0	Bond Counsel
4/29/15	Village of Walton (NY)	Bond Anticipation Note for Biogas Anaerobic Digester Project – 2015	\$ 650.0	Bond Counsel
3/19/15	Village of Lake Placid (NY)	Bond Anticipation Note for Electric Department Projects – 2015	\$ 140.0	Bond Counsel
1/30/15	Lake Placid Central School District (NY)	Energy Performance Contract, 2015	\$ 835.0	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
12/17/14	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2014 (Renewal)	\$ 120.0	Bond Counsel
12/3/14	Village of Walton (NY)	Bond Anticipation Note for Wastewater Treatment Plant Improvements – 2014	\$ 500.0	Bond Counsel
11/12/14	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2014	\$ 326.2	Bond Counsel
11/7/14	Village of Walton (NY)	Bond Anticipation Note for Wastewater Treatment Plant Improvements – 2014 (Renewal)	\$ 1,200.0	Bond Counsel
10/22/14	Village of Whitehall (NY)	Bond Anticipation Note for Sewer System Improvements – 2014	\$ 1,920.0	Bond Counsel
10/15/14	City of Saratoga Springs (NY)	Public Improvement Refunding (Serial) Bonds, 2014	\$ 19,370.0	Bond Counsel
10/1/14	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2014	\$ 63.0	Bond Counsel
9/15/14	Duanesburg Central School District (NY)	School District (Serial) Bonds, 2014	\$ 225.0	Bond Counsel
9/11/14	Town of Stillwater (NY)	Bond Anticipation Note for Van Ness Road Reconstruction Project – 2014 (Renewal)	\$ 1,480.0	Bond Counsel
8/14/14	Village of Lake Placid (NY)	Bond Anticipation Note for Electric Department Projects – 2014	\$ 352.0	Bond Counsel
7/30/14	Town of Stillwater (NY)	Bond Anticipation Note for Acquisition of Brown's Beach – 2014 (Renewal)	\$ 4,100.0	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
6/26/14	City of Saratoga Springs (NY)	Public Improvement (Serial) Bonds, 2014	\$ 5,123.6	Bond Counsel
6/24/14	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2014	\$ 241.1	Bond Counsel
5/30/14	Town of Wells (NY)	Bond Anticipation Note for Purchase of Plow Truck, 2014 (Renewal)	\$ 89.9	Bond Counsel
5/16/14	Town of Deposit (NY)	Statutory Installment Bond (Pickup Truck Serial Bond – 2014)	\$ 25.4	Bond Counsel
5/15/14	Village of Castleton-on- Hudson (NY)	Public Improvement (Serial) Bonds, 2014	\$ 925.0	Bond Counsel
3/20/14	Village of Lake Placid (NY)	Bond Anticipation Note for Electric Department Projects – 2014	\$ 210.0	Bond Counsel
1/24/14	Town of Gardiner (NY)	Statutory Installment Bond (Transfer Station Serial Bond – 2014)	\$ 200.0	Bond Counsel
1/7/14	Town of Deposit (NY)	Tax Anticipation Note – 2014	\$ 31.9	Bond Counsel
1/2/14	Town of North Elba (NY)	Statutory Installment Bond (Dump Truck Serial Bond – 2014)	\$ 206.0	Bond Counsel
12/20/13	Village of Walton (NY)	Water System (USDA) Bonds, 2013	\$ 3,383.2	Bond Counsel
12/18/13	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2013 (Renewal)	\$ 130.0	Bond Counsel
12/3/13	Keene Fire District (NY)	Bond Anticipation Note, 2013A (Renewal)	\$ 60.0	Bond Counsel
11/18/13	Berkshire Fire District (NY)	Fire District (Serial) Bonds, 2013	\$ 1,400.0	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
11/13/13	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2013	\$ 489.3	Bond Counsel
11/8/13	Village of Walton (NY)	Bond Anticipation Note for Wastewater Treatment Plant Improvements – 2013	\$ 1,200.0	Bond Counsel
10/31/13	Town of Gardiner (NY)	Revenue Anticipation Note – 2013 (Renewal)	\$ 136.6	Bond Counsel
10/23/13	Village of Whitehall (NY)	Bond Anticipation Note for Sewer System Improvements – 2013	\$ 1,990.0	Bond Counsel
10/17/13	Town of Deposit (NY)	Public Improvement Serial Bonds, 2013	\$ 715.0	Bond Counsel
10/2/13	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2013	\$ 126.0	Bond Counsel
9/24/13	Duanesburg Central School District (NY)	School District (Serial) Bonds, 2013	\$ 789.0	Bond Counsel
9/12/13	Village of Lake Placid (NY)	E.F.C. Clean Water Facility Notes – 2013 A and 2013 B	\$ 3,837.9	Bond Counsel
9/12/13	Town of Stillwater (NY)	Bond Anticipation Note for Van Ness Road Reconstruction Project – 2013 (Renewal)	\$ 1,550.0	Bond Counsel
8/15/13	Village of Lake Placid (NY)	Bond Anticipation Note for Electric Department Projects – 2013	\$ 440.0	Bond Counsel
8/13/13	Town of Delhi (NY)	Bond Anticipation Note for Construction of Bridges – 2013 (Renewal)	\$ 413.1	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
7/31/13	Town of Stillwater (NY)	Bond Anticipation Note for Acquisition of Brown's Beach – 2013	\$ 4,100.0	Bond Counsel
7/12/13	Town of Deposit (NY)	Bond Anticipation Note for New Highway Garage – 2013	\$ 65.0	Bond Counsel
6/27/13	City of Saratoga Springs (NY)	Public Improvement (Serial) Bonds, 2013	\$ 4,278.4	Bond Counsel
6/25/13	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2013	\$ 301.3	Bond Counsel
6/10/13	Town of Gardiner (NY)	Statutory Installment Bond (Highway Department Projects Serial Bond – 2013)	\$ 400.0	Bond Counsel
5/31/13	Town of Wells (NY)	Bond Anticipation Note for Purchase of Plow Truck, 2013 (Renewal)	\$ 119.9	Bond Counsel
5/28/13	Village of Walton (NY)	Public Improvement (Serial) Bonds, 2013	\$ 450.0	Bond Counsel
5/17/13	Town of Gardiner (NY)	Revenue Anticipation Note – 2013	\$ 953.0	Bond Counsel
4/26/13	Town of Gardiner (NY)	Bond Anticipation Note 2013	\$ 27.4	Bond Counsel
4/26/13	Village of Walton (NY)	Bond Anticipation Note for Park Street Retaining Wall Replacement – 2013 (Renewal)	\$ 450.0	Bond Counsel
4/9/13	Duanesburg Central School District (NY)	School District (Serial) Bonds, 2013	\$ 454.5	Bond Counsel
3/21/13	Village of Lake Placid (NY)	Bond Anticipation Note for Electric Department Projects – 2013	\$ 355.0	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
1/25/13	Town of Gardiner (NY)	Bond Anticipation Note for Reconstruction of Transfer Station – 2013 (Renewal)	\$ 240.0	Bond Counsel
12/19/12	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2012 (Renewal)	\$ 140.0	Bond Counsel
12/14/12	City of Saratoga Springs (NY)	Statutory Installment Bond (Public Improvement Serial Bond, 2012)	\$ 555.3	Bond Counsel
11/20/12	Berkshire Fire District (NY)	Bond Anticipation Notes, 2012	\$ 1,700.0	Bond Counsel
11/14/12	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2012	\$ 652.4	Bond Counsel
10/24/12	Village of Whitehall (NY)	Bond Anticipation Note for Sewer System Improvements – 2012 (Renewal)	\$ 2,000.0	Bond Counsel
10/18/12	Town of Deposit (NY)	Bond Anticipation Notes, 2012	\$ 650.0	Bond Counsel
10/3/12	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2012	\$ 189.0	Bond Counsel
9/13/12	Town of Stillwater (NY)	Bond Anticipation Note for Van Ness Road Reconstruction Project – 2012	\$ 1,550.0	Bond Counsel
8/14/12	Town of Delhi (NY)	Bond Anticipation Note for Construction of Bridges – 2012 (Renewal)	\$ 466.8	Bond Counsel
7/19/12	Duanesburg Central School District (NY)	School District Refunding (Serial) Bonds, 2012	\$ 5,410.0	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
7/17/12	Town of North Elba (NY)	Bond Anticipation Note for Construction of Soccer Fields – 2012 (Renewal)	\$ 30.0	Bond Counsel
6/1/12	Town of Wells (NY)	Bond Anticipation Note for Purchase of Cab and Chassis and Plow Truck, 2012 (Renewal)	\$ 150.7	Bond Counsel
5/25/12	Village of Lake Placid (NY)	Public Improvement (Serial) Bonds, 2012	\$ 925.0	Bond Counsel
5/23/12	City of Saratoga Springs (NY)	Public Improvement (Serial) Bonds, 2012	\$ 6,645.3	Bond Counsel
5/15/12	Town of North Elba (NY)	Statutory Installment Bond (Tahawus Way Serial Bond – 2012)	\$ 39.0	Bond Counsel
4/27/12	Town of Gardiner (NY)	Bond Anticipation Note 2012	\$ 54.8	Bond Counsel
4/27/12	Village of Walton (NY)	Bond Anticipation Note for Park Street Retaining Wall Replacement – 2012	\$ 600.0	Bond Counsel
4/12/12	Duanesburg Central School District (NY)	Bond Anticipation Note for Purchase of School Buses – 2012	\$ 288.1	Bond Counsel
3/22/12	Village of Lake Placid (NY)	Bond Anticipation Note for Electric Department Projects – 2012	\$ 500.0	Bond Counsel
3/16/12	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2012	\$ 27.2	Bond Counsel
2/22/12	Village of Walton (NY)	Statutory Installment Bond (Police Station Serial Bond – 2012)	\$ 350.0	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
2/1/12	Town of Malone (NY)	Statutory Installment Bond (Hydrant Bolts Serial Bond – 2012)	\$ 40.0	Bond Counsel
1/27/12	Town of Gardiner (NY)	Bond Anticipation Note for Reconstruction of Transfer Station – 2012 (Renewal)	\$ 280.0	Bond Counsel
1/20/12	Town of Deposit (NY)	Bond Anticipation Note for Reconstruction of Roadways – 2012	\$ 375.0	Bond Counsel
12/20/11	Town of Wells (NY)	Bond Anticipation Note for Rehabilitation of Water Storage Tank, 2011	\$ 150.0	Bond Counsel
11/15/11	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2011	\$ 815.6	Bond Counsel
10/25/11	Town of North Elba (NY)	Public Improvement (Serial) Bonds, 2011	\$ 750.0	Bond Counsel
10/25/11	Village of Whitehall (NY)	Bond Anticipation Note for Sewer System Improvements – 2011 (Renewal)	\$ 1,970.0	Bond Counsel
10/5/11	Village of Walton (NY)	Bond Anticipation Note for Construction of Police Station – 2011	\$ 50.0	Bond Counsel
10/4/11	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2011	\$ 252.0	Bond Counsel
8/25/11	Village of Castleton-on- Hudson (NY)	Statutory Installment Bond (Ultraviolet Disinfection System Serial Bond – 2011)	\$ 73.6	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
8/15/11	Town of Delhi (NY)	Bond Anticipation Note for Construction of Bridges – 2011 (Renewal)	\$ 502.6	Bond Counsel
8/1/11	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2011	\$ 167.6	Bond Counsel
7/18/11	Town of North Elba (NY)	Bond Anticipation Note for Construction of Soccer Fields – 2011 (Renewal)	\$ 60.0	Bond Counsel
7/15/11	Village of Walton (NY)	Bond Anticipation Note for Construction of Police Station – 2011	\$ 100.0	Bond Counsel
6/3/11	Town of Wells (NY)	Bond Anticipation Note for Purchase of Cab and Chassis, 2011 (Renewal)	\$ 40.7	Bond Counsel
4/28/11	Town of Gardiner (NY)	Bond Anticipation Note 2011	\$ 82.3	Bond Counsel
4/7/11	Village of Walton (NY)	E.F.C. Drinking Water Facility Note – 2011 A	\$ 3,423.2	Bond Counsel
4/5/11	City of Saratoga Springs (NY)	Statutory Installment Bond (Public Improvement Serial Bond, 2011)	\$ 2,151.2	Bond Counsel
4/1/11	Village of Waterford (NY)	Bond Anticipation Note, 2011	\$ 60.0	Bond Counsel
3/31/11	Duanesburg Central School District (NY)	Statutory Installment Bond (School Buses Serial Bond – 2011)	\$ 183.9	Bond Counsel
3/23/11	Village of Lake Placid (NY)	Bond Anticipation Note for Remanufacture of Transformer – 2011	\$ 225.0	Bond Counsel

<u>DATE OF ISSUE</u>	<u>ISSUER (STATE)</u>	<u>TITLE OF OBLIGATIONS</u>	<u>AMOUNT (000'S)</u>	<u>ROLE</u>
3/17/11	Village of Lake Placid (NY)	Bond Anticipation Note for Various Purposes – 2011	\$ 54.4	Bond Counsel
2/23/11	Village of Walton (NY)	Bond Anticipation Note for Construction of Police Station – 2011	\$ 200.0	Bond Counsel
1/28/11	Town of Stillwater (NY)	Bond Anticipation Note for Reconstruction of Transfer Station – 2011 (Renewal)	\$ 320.0	Bond Counsel
1/26/11	City of Saratoga Springs (NY)	Tax Anticipation Note, 2011	\$ 5,000.0	Bond Counsel
1/18/11	Town of North Elba (NY)	Statutory Installment Bond (Machinery and Apparatus Serial Bond – 2011)	\$ 330.0	Bond Counsel

Admin\W&W\W&W\st96 2015 - Exhibit A

PART 2



Bond Counsel RFP 2015-46

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 will 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.

TOTAL BID IN FIGURES: \$ See attached

TOTAL BID WRITTEN: _____

COMPANY NAME: Walsh & Walsh, LLP

ADDRESS: 42 Long Alley

Saratoga Springs NY 12866 Phone No. (518) 583-0171
(City) (State) (Zip)

E-MAIL ADDRESS: marian@spalaw2.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Marian Wait Walsh

TITLE: Partner DATE: 12/17/15

Our fee proposal is as follows:

Public sale of serial bonds	\$4,500
Private sale of serial bonds	\$3,500
Statutory installment bond issue	\$2,700
Bond anticipation note issue	\$1,800
Bond resolution	\$150-\$450, depending upon complexity
Tax anticipation note, revenue anticipation note, capital note or budget note issue (including resolution)	\$1,500
Application for sewer debt exclusion	\$ 450
Installment purchase contract (including resolutions)	\$2,700-\$4,500, depending upon complexity
Advance refunding of serial bonds (including resolutions)	\$7,500

PART 3



Waiver of Immunity Clause
Section §139(a) State Finance Law

Upon the refusal by a representative of your firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

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: Marian Wait Walsh

Title: Partner Date: 12/17/15

Company: Walsh & Walsh, LLP Address: 42 Long Alley
Saratoga Springs, New York 12866-2116

Subscribed to under penalty of perjury under the laws of the State of New York, this 17th day of December, 2015 as the act and deed of said corporation of partnership.

PART 4



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.

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.
- Conflict of Interest: The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- 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: 

Printed name: Marian Wait Walsh

Title: Partner

Date: 12/17/15

Company Name: Walsh & Walsh, LLP

PART 5



City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services

City Project Number: _____ City Project Name: _____ City Ext. _____
City Department: _____ Department Contact Person: _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Consultant Primary Contact for This Project: _____ Title: _____

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 Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- Commercial General Liability including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (*City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- Excess Liability Insurance: Three Million Dollars per Occurrence Aggregate
- Professional Errors and Omissions Insurance: One Million per Occurrence with Two Million Aggregate
- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

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

The Consultant, 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 Consultant or its employees or anyone for whom the Consultant 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 Consultant, as aforesaid.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant'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 Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City of Saratoga Springs in rebidding the work and/or by the increase in cost that results from using a different vendor.

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

Consultant Signature: _____ Date: 12/17/15

PART 6

Client#: 17558

WALSHWAL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Adirondack Trust Insurance 31 Church Street - 4th Floor PO Box 336 Saratoga Springs, NY 12866	CONTACT NAME:	
	PHONE (A/C, No, Ext): 518 584-5300	FAX (A/C, No): 5185847306
INSURED Walsh & Walsh LLP 42 Long Alley Saratoga Springs, NY 12866	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Selective Insurance Co of SC	NAIC # 19259
	INSURER B: Selective Insurance Company of	12572
	INSURER C: Continental Casualty Company	20443
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		S1790706	11/01/2015	11/01/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Oth Car		S1790706	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		S1790706	11/01/2015	11/01/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC7939550 WC7939550	01/01/2016 01/01/2016	01/01/2017 01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liab		169688304	04/26/2015	04/26/2016	\$1,000,000/\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 When required in a written contract, the certificate holder is an additional insured on the Auto, General Liability and Umbrella coverages on a primary and non-contributory basis.

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs
 Risk and Safety
 473 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

Engene G. Quirk

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)

WALSH AND WALSH LLP
42 LONG ALLEY
SARATOGA SPRINGS, NY 12866

1b. Business Telephone Number of Insured

1c. NYS Unemployment Insurance Employer Registration
Number of Insured

1d. Federal Employer Identification Number of Insured or
Social Security Number 141711096

2. Name and Address of the Entity Requesting Proof of
Coverage (Entity Being Listed as the Certificate Holder)

City of Saratoga Springs
Risk & Safety
474 Broadway
Saratoga Springs, NY 12866

3a. Name of Insurance Carrier
Arch Insurance Company

3b. Policy Number of entity listed in box "1a":
11DBL0216900

3c. Policy effective period:

1/1/2016 to 12/31/2016


4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
b. ☐ Only the following class or classes of the employer's employees:

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

Date Signed 12/14/2015

By


(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 201-743-3937

Title AVP Accident & Health

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

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number

Title

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

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Walsh & Walsh LLP 42 Long Alley Saratoga Springs, NY 12866 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 518 583 0171 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 141711096
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs Risk & Safety 474 Broadway Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Selective Insurance Co of America 3b. Policy Number of entity listed in box "1a" WC7939550 3c. Policy effective period 01/01/2015 to 01/01/2016 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Eugene Quirk
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  12/14/2015
(Signature) (Date)

Title: PRESIDENT

Telephone Number of authorized representative or licensed agent of insurance carrier: 518 584 5300

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Walsh & Walsh LLP 42 Long Alley Saratoga Springs, NY 12866 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 518 583 0171 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 141711096
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs Risk & Safety 474 Broadway Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Selective Insurance Co of America 3b. Policy Number of entity listed in box "1a" WC7939550 3c. Policy effective period 01/01/2016 to 01/01/2017 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Eugene Quirk
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:


(Signature)

12/14/2015
(Date)

Title: PRESIDENT

Telephone Number of authorized representative or licensed agent of insurance carrier: 518 584 5300

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**ADDENDUM ONE TO AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS, NY
AND WALSH AND WALSH, LLP**

Original Agreement approved January 5, 2016

THIS ADDENDUM ONE, by and between Walsh and Walsh, LLP with offices at 42 Long Alley Saratoga Springs, NY 12866 ("Consultant") and the City of Saratoga Springs ("City"), 474 Broadway, Saratoga Springs, NY 12866 entered into between the above referenced parties on the effective date of 01/05/2016 is hereby added to the original Agreement of Bond Counsel Services.

WITNESSETH:

The City and the Consultant entered into an agreement, as approved by the City Council at its meeting on January 5, 2016, that the Consultant would provide the City with bond counsel services on an as needed basis for the period commencing on January 5, 2016 and ending on December 31, 2020. Fees under the original contract were established consistent with Exhibit A of the original agreement.

For this ADDENDUM ONE, the City and the Consultant agree to modify the prior agreement as follows:

Section 4. Term of Agreement. The term of the services provided in the agreement shall be extended to **April 30, 2021**.

All other terms and conditions of the original Agreement remain the same, including the fees in accordance with Exhibit A to the original agreement.

The parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein sign this Agreement.

Walsh and Walsh, LLP

CITY OF SARATOGA SPRINGS, NY

By: [Signature]
Title: Partner
Date: 12/21/2020

By: _____
Title: Mayor
Date: _____

City Council Approval Date: _____



City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____

City Department: _____ Department Contact Person: : _____ City Ext. _____

Company Name: - _____

Company Address: _____

Company Telephone No.: _____ Company Fax No.: _____

Consultant Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City of Saratoga Springs as a Certificate Holder for the following coverage for the work covered by this Agreement:

- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- Excess Insurance: Three Million Dollars per Occurrence Aggregate;
- Professional Errors and Omissions Insurance: Two Million per Claim Aggregate; AND
- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two (2) days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as Additional Insured on a primary and non-contributory basis prior to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City as an

Additional Insured on a primary and non-contributory basis for the same coverage all those activities performed within its contracted activities for the contract as executed.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City shall have the right to immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Consultant Signature:  Date: 12/21/2020

Client#: 17558

WALSHWAL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amsure 31 Church Street - 4th Floor PO Box 336 Saratoga Springs, NY 12866		CONTACT NAME: Patricia J. Durocher PHONE (A/C, No, Ext): 518 584-5300 FAX (A/C, No): 5185847306 E-MAIL ADDRESS: pdurocher@amsureins.com														
INSURED Walsh & Walsh LLP 42 Long Alley Saratoga Springs, NY 12866		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Utica Specialty Risk Ins Co</td> <td>43451</td> </tr> <tr> <td>INSURER B : Utica National Insurance Co of Ohio</td> <td>13998</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D : Utica National Insurance Company of TX</td> <td>43478</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Utica Specialty Risk Ins Co	43451	INSURER B : Utica National Insurance Co of Ohio	13998	INSURER C : Continental Casualty Company	20443	INSURER D : Utica National Insurance Company of TX	43478	INSURER E :		INSURER F :	
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INSURER E :																
INSURER F :																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		5304089	01/01/2021	01/01/2022	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
						MED EXP (Any one person) \$10,000
						PERSONAL & ADV INJURY \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$4,000,000
	OTHER:					\$
	AUTOMOBILE LIABILITY		5304091	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> Drive Oth Car					PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	5304097	01/01/2021	01/01/2022	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		5304093	01/01/2021	01/01/2022	PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$500,000
						E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional		169688304	04/26/2020	04/26/2021	1,000,000/2,000,000 deductible \$10,000

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

When required in a written contract, the certificate holder is an additional insured on the Auto, General Liability and Umbrella coverages on a primary and non-contributory basis.

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs Risk and Safety 473 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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**Workers'
Compensation
Board**

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) WALSH AND WALSH LLP 42 LONG ALLEY SARATOGA SPRINGS, NY 12866 <small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 141711096
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs Risk & Safety 474 Broadway Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Arch Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 11DBL0216900 3c. Policy effective period 1/1/2021 to 12/31/2021

4. Policy provides the following benefits:

☒ A. Both disability and paid family leave benefits.

☐ B. Disability benefits only.

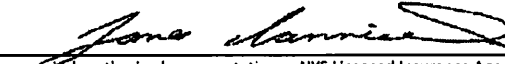
☐ C. Paid family leave benefits only.

5. Policy covers:

☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

☐ B. Only the following class or classes of employer's employees:

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

Date Signed 12/23/2020 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 201-743-3937 Name and Title James Iannicelli, AVP Accident & Health

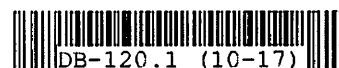
IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

<p align="center">State of New York Workers' Compensation Board</p> <p>According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.</p> <p>Date Signed _____ By _____ <small>(Signature of Authorized NYS Workers' Compensation Board Employee)</small></p> <p>Telephone Number _____ Name and Title _____</p>	
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Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Walsh & Walsh 42 Alley Alley Saratoga Springs, NY 12866 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 518 583 0171 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 141711096
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs Risk & Safety 474 Broadway Saratoga Springs, NY 12866	3a. Name of Insurance Carrier Utica National Insurance 3b. Policy Number of Entity Listed in Box "1a" 5304093 3c. Policy effective period 01/01/2021 to 01/01/2022 3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the Insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Matthew D'Abate
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  12/23/2020
(Signature) (Date)

Title: President, Amsure

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-584-5300

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

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LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED	
					LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE	BUDGET ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2020	12	215	12/29/2020	BUDGET	CCM 122920	BUA	TRANS-BENE	1	1
1	A3729061	58030		HOSPITALIZATION PS	CITY PORTION SOCIAL SECURITY		745.90	.01	745.91
	A	-37-2-9060-1-58030	-		FOR SOI SEC FOR OPT OUT	YR-END 12/29/2020			
2	A3729068	58010		HOSPITALIZATION EB	HOSPITALIZATION		265,960.10	-.01	265,960.09
	A	-37-2-9060-8-58010	-		FOR SOI SEC FOR OPT OUT	YR-END 12/29/2020			
3	A3739061	58030		HOSPITALIZATION	CITY PORTION SOCIAL SECURITY		3,426.01	.03	3,426.04
	A	-37-3-9060-1-58030	-		FOR SOI SEC FOR OPT OUT	YR-END 12/29/2020			
4	A3739068	58010		HOSPITALIZATION	HOSPITALIZATION		1,815,900.48	-.03	1,815,900.45
	A	-37-3-9060-8-58010	-		FOR SOI SEC FOR OPT OUT	YR-END 12/29/2020			
					** JOURNAL TOTAL			0.00	

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2020 12	215								
BUA A3729061-58030	12/29/2020	TRANS-BENE BUDGET CCM 122920				CITY PORTION SOCIAL SECURITY 5		.01	
						FOR SOI SEC FOR OPT OUT YR-END			
BUA A3729068-58010	12/29/2020	TRANS-BENE BUDGET CCM 122920				HOSPITALIZATION 5			.01
						FOR SOI SEC FOR OPT OUT YR-END			
BUA A3739061-58030	12/29/2020	TRANS-BENE BUDGET CCM 122920				CITY PORTION SOCIAL SECURITY 5		.03	
						FOR SOI SEC FOR OPT OUT YR-END			
BUA A3739068-58010	12/29/2020	TRANS-BENE BUDGET CCM 122920				HOSPITALIZATION 5			.03
						FOR SOI SEC FOR OPT OUT YR-END			
JOURNAL 2020/12/215 TOTAL								.00	.00

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

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

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT				LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2020	12	237	12/29/2020	BUDGET CCM 122920	BUA TRANS-PAY	1	1			
1	A3143411	51980		FIRE DEPARTMENT PS	HOLIDAY PAY		256,700.00	10,000.00	266,700.00	
	A	-31-4-3410-1-51980	-		COVER COSTS THROUGH YR-END		12/29/2020			
2	A3143411	51730		FIRE DEPARTMENT PS	FIREFIGHTERS		3,293,042.68	-10,000.00	3,283,042.68	
	A	-31-4-3410-1-51730	-		COVER COSTS THROUGH YR-END		12/29/2020			
3	A3143411	51960		FIRE DEPARTMENT PS	OVERTIME		147,115.00	18,493.79	165,608.79	
	A	-31-4-3410-1-51960	-		COVER COSTS THROUGH YR-END		12/29/2020			
4	A3143411	51950		FIRE DEPARTMENT PS	COMP TIME		177,996.52	-8,493.79	169,502.73	
	A	-31-4-3410-1-51950	-		COVER COSTS THROUGH YR-END		12/29/2020			
5	A3143411	51730		FIRE DEPARTMENT PS	FIREFIGHTERS		3,293,042.68	-10,000.00	3,283,042.68	
	A	-31-4-3410-1-51730	-		COVER COSTS THROUGH YR-END		12/29/2020			
6	A3143121	51980		POLICE DEPARTMENT PS	HOLIDAY PAY		375,625.00	10,000.00	385,625.00	
	A	-31-4-3120-1-51980	-		COVER COSTS THROUGH YR-END		12/29/2020			
7	A3143121	51630		POLICE DEPARTMENT PS	POLICE OFFICERS		2,770,265.92	-10,000.00	2,760,265.92	
	A	-31-4-3120-1-51630	-		COVER COSTS THROUGH YR-END		12/29/2020			
8	A3143121	51960		POLICE DEPARTMENT PS	OVERTIME		383,172.57	23,000.00	406,172.57	
	A	-31-4-3120-1-51960	-		COVER COSTS THROUGH YR-END		12/29/2020			
9	A3143121	51950		POLICE DEPARTMENT PS	COMP TIME		286,177.00	-23,000.00	263,177.00	
	A	-31-4-3120-1-51950	-		COVER COSTS THROUGH YR-END		12/29/2020			
10	E3577161	51100		CITY CENTER AUTHORITY PS	EXECUTIVE DIRECTOR FOR CITY CE		109,314.00	6,600.00	115,914.00	
	E	-35-7-7160-1-51100	-		COVER COSTS THROUGH YR-END		12/29/2020			
11	E3577161	51101		CITY CENTER AUTHORITY PS	SALES DIRECTOR		72,803.00	2,150.00	74,953.00	
	E	-35-7-7160-1-51101	-		COVER COSTS THROUGH YR-END		12/29/2020			
12	E3577161	51103		CITY CENTER AUTHORITY PS	SALES REPRESENTATIVE		103,776.00	2,030.00	105,806.00	
	E	-35-7-7160-1-51103	-		COVER COSTS THROUGH YR-END		12/29/2020			
13	E3577161	51132		CITY CENTER AUTHORITY PS	OPERATIONS MANAGER		52,428.00	7,775.00	60,203.00	
	E	-35-7-7160-1-51132	-		COVER COSTS THROUGH YR-END		12/29/2020			
14	E3577161	51133		CITY CENTER AUTHORITY PS	WORKING SUPERVISOR		138,834.00	-18,555.00	120,279.00	
	E	-35-7-7160-1-51133	-		COVER COSTS THROUGH YR-END		12/29/2020			
15	A3031491	51400		COMM PUBLIC WORKS PS	PUBLIC WORKS OFFICE SUPERVISOR		39,273.00	25.00	39,298.00	
	A	-30-3-1490-1-51400	-		COVER COSTS THROUGH YR-END		12/29/2020			

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2020 12	237	12/29/2020	BUDGET	CCM 122920	BUA TRANS-PAY	1	1		
16	A3031491	51020		COMM PUBLIC WORKS PS	DEPUTY COMMISSIONER		68,680.00	-25.00	68,655.00
	A	-30-3-1490-1-51020	-		COVER COSTS THROUGH YR-END		12/29/2020		
17	A3031491	51455		COMM PUBLIC WORKS PS	DPW COORDINATOR		22,821.24	50.00	22,871.24
	A	-30-3-1490-1-51455	-		COVER COSTS THROUGH YR-END		12/29/2020		
18	A3031491	51020		COMM PUBLIC WORKS PS	DEPUTY COMMISSIONER		68,680.00	-50.00	68,630.00
	A	-30-3-1490-1-51020	-		COVER COSTS THROUGH YR-END		12/29/2020		
19	A3031494	54110		COMM PUBLIC WORKS CS	OFFICE SUPPLIES		4,000.00	1,000.00	5,000.00
	A	-30-3-1490-4-54110	-		COVER COSTS THROUGH YR-END		12/29/2020		
20	A3031491	51020		COMM PUBLIC WORKS PS	DEPUTY COMMISSIONER		68,680.00	-1,000.00	67,680.00
	A	-30-3-1490-1-51020	-		COVER COSTS THROUGH YR-END		12/29/2020		
21	A3031594	54610		SENIOR CENTER	REPAIRS & MAINTENANCE BUILDING		7,050.00	2,000.00	9,050.00
	A	-30-3-1590-4-54610	-		COVER COSTS THROUGH YR-END		12/29/2020		
22	A3031491	51020		COMM PUBLIC WORKS PS	DEPUTY COMMISSIONER		68,680.00	-2,000.00	66,680.00
	A	-30-3-1490-1-51020	-		COVER COSTS THROUGH YR-END		12/29/2020		
23	A3031624	54180		CITY HALL CS	OTHER SUPPLIES		7,000.00	1,000.00	8,000.00
	A	-30-3-1620-4-54180	-		COVER COSTS THROUGH YR-END		12/29/2020		
24	A3031651	51900		CITY GARAGE PS	LABORER		631,608.00	-1,000.00	630,608.00
	A	-30-3-1623-1-51900	-		COVER COSTS THROUGH YR-END		12/29/2020		
25	A3031651	51160		CITY GARAGE PS	AUTO SERVICE MANAGER		76,716.00	25.00	76,741.00
	A	-30-3-1623-1-51160	-		COVER COSTS THROUGH YR-END		12/29/2020		
26	A3031491	51020		COMM PUBLIC WORKS PS	DEPUTY COMMISSIONER		68,680.00	-25.00	68,655.00
	A	-30-3-1490-1-51020	-		COVER COSTS THROUGH YR-END		12/29/2020		
27	A3031651	51960		CITY GARAGE PS	OVERTIME		20,000.00	2,000.00	22,000.00
	A	-30-3-1623-1-51960	-		COVER COSTS THROUGH YR-END		12/29/2020		
28	A3031651	51900		CITY GARAGE PS	LABORER		631,608.00	-2,000.00	629,608.00
	A	-30-3-1623-1-51900	-		COVER COSTS THROUGH YR-END		12/29/2020		
29	A3031654	54180		CITY GARAGE CS	OTHER SUPPLIES		19,950.51	2,000.00	21,950.51
	A	-30-3-1623-4-54180	-		COVER COSTS THROUGH YR-END		12/29/2020		
30	A3031651	51900		CITY GARAGE PS	LABORER		631,608.00	-2,000.00	629,608.00
	A	-30-3-1623-1-51900	-		COVER COSTS THROUGH YR-END		12/29/2020		

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2020 12	237	12/29/2020	BUDGET	CCM 122920	BUA TRANS-PAY	1	1		
31	A3335011	51960		STREETS PS	OVERTIME		79,150.58	2,000.00	81,150.58
	A	-33-3-5010-1-51960	-		COVER COSTS THROUGH YR-END		12/29/2020		
32	A3031651	51900		CITY GARAGE PS	LABORER		631,608.00	-2,000.00	629,608.00
	A	-30-3-1623-1-51900	-		COVER COSTS THROUGH YR-END		12/29/2020		
33	A3335014	54180		STREETS CS	OTHER SUPPLIES		63,936.03	3,000.00	66,936.03
	A	-33-3-5010-4-54180	-		COVER COSTS THROUGH YR-END		12/29/2020		
34	A3335651	51900		OFF STREET PARKING PS	LABORER		73,900.00	-3,000.00	70,900.00 B
	A	-33-3-5650-1-51900	-		COVER COSTS THROUGH YR-END		12/29/2020		
35	A3335014	54670		STREETS CS	PHONES		3,700.00	500.00	4,200.00
	A	-33-3-5010-4-54670	-		COVER COSTS THROUGH YR-END		12/29/2020		
36	A3335651	51900		OFF STREET PARKING PS	LABORER		73,900.00	-500.00	73,400.00
	A	-33-3-5650-1-51900	-		COVER COSTS THROUGH YR-END		12/29/2020		
37	A3335111	51960		HIGHWAYS PS	OVERTIME		32,662.93	3,000.00	35,662.93
	A	-33-3-5110-1-51960	-		COVER COSTS THROUGH YR-END		12/29/2020		
38	A3335651	51900		OFF STREET PARKING PS	LABORER		73,900.00	-3,000.00	70,900.00
	A	-33-3-5650-1-51900	-		COVER COSTS THROUGH YR-END		12/29/2020		
39	A3335111	51964		HIGHWAYS PS	SPECIAL EVENTS		506.44	151.64	658.08
	A	-33-3-5110-1-51964	-		COVER COSTS THROUGH YR-END		12/29/2020		
40	A3031491	51020		COMM PUBLIC WORKS PS	DEPUTY COMMISSIONER		68,680.00	-151.64	68,528.36
	A	-30-3-1490-1-51020	-		COVER COSTS THROUGH YR-END		12/29/2020		
41	A3335184	54750		STREET LIGHTING CS	STREET LIGHTING		468,489.76	12,000.00	480,489.76
	A	-33-3-5182-4-54750	-		COVER COSTS THROUGH YR-END		12/29/2020		
42	A3537111	51900		PARK & CASINO PS	LABORER		343,872.00	-12,000.00	331,872.00
	A	-35-3-7110-1-51900	-		COVER COSTS THROUGH YR-END		12/29/2020		
43	A3338641	51900		CDBG FUNDED WORK	LABORER		3,523.12	1,197.66	4,720.78
	A	-33-3-8676-1-51900	-		COVER COSTS THROUGH YR-END		12/29/2020		
44	A3338644	54180		CDBG FUNDED WORK	OTHER SUPPLIES		15,240.97	-1,197.66	14,043.31
	A	-33-3-8676-4-54180	-		COVER COSTS THROUGH YR-END		12/29/2020		
45	A3338641	58030		CDBG FUNDED WORK	CITY PORTION SOCIAL SECURITY		264.61	90.58	355.19
	A	-33-3-8676-1-58030	-		COVER COSTS THROUGH YR-END		12/29/2020		

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2020	12	237	12/29/2020	BUDGET CCM 122920	BUA TRANS-PAY	1	1	
46	A3338644	54180	CDBG FUNDED WORK	OTHER SUPPLIES		15,240.97	-90.58	15,150.39
	A	-33-3-8676-4-54180	-	COVER COSTS THROUGH YR-END	12/29/2020			
47	A3638184	54670	TRANSFER STATION CS	PHONES		900.00	200.00	1,100.00
	A	-36-3-8180-4-54670	-	COVER COSTS THROUGH YR-END	12/29/2020			
48	A3031491	51020	COMM PUBLIC WORKS PS	DEPUTY COMMISSIONER		68,680.00	-200.00	68,480.00
	A	-30-3-1490-1-51020	-	COVER COSTS THROUGH YR-END	12/29/2020			
49	A3638191	51900	COMPOST FACILITY PS	LABORER		60,072.00	750.00	60,822.00
	A	-36-3-8185-1-51900	-	COVER COSTS THROUGH YR-END	12/29/2020			
50	A3031441	51043	CITY ENGINEER'S OFFICE PS	ENGINEERING TECH		90,009.59	-750.00	89,259.59
	A	-30-3-1440-1-51043	-	COVER COSTS THROUGH YR-END	12/29/2020			
51	A3638191	51960	COMPOST FACILITY PS	OVERTIME		3,500.00	500.00	4,000.00
	A	-36-3-8185-1-51960	-	COVER COSTS THROUGH YR-END	12/29/2020			
52	A3537211	51960	CAROUSEL	OVERTIME		500.00	-500.00	.00
	A	-35-3-7200-1-51960	-	COVER COSTS THROUGH YR-END	12/29/2020			
53	A3638194	54520	COMPOST FACILITY CS	GAS & OIL		14,500.00	500.00	15,000.00
	A	-36-3-8185-4-54520	-	COVER COSTS THROUGH YR-END	12/29/2020			
54	A3335651	51900	OFF STREET PARKING PS	LABORER		73,900.00	-500.00	73,400.00
	A	-33-3-5650-1-51900	-	COVER COSTS THROUGH YR-END	12/29/2020			
55	F3638311	51455	WATER ADMINIATRATION PS	DPW COORDINATOR		11,410.12	10.00	11,420.12
	F	-36-3-8310-1-51455	-	COVER COSTS THROUGH YR-END	12/29/2020			
56	F3638351	51900	WATER MAINTENANCE PS	LABORER WATER		209,098.97	-10.00	209,088.97
	F	-36-3-8341-1-51900	-	COVER COSTS THROUGH YR-END	12/29/2020			
57	G3638111	51960	SEWER ADMINSTRAION PS	OVERTIME		20,000.00	1,000.00	21,000.00
	G	-36-3-8110-1-51960	-	COVER COSTS THROUGH YR-END	12/29/2020			
58	G3638121	51900	SEWER PUMPING PS	LABORER SEWER		177,461.85	-1,000.00	176,461.85
	G	-36-3-8120-1-51900	-	COVER COSTS THROUGH YR-END	12/29/2020			
59	G3638121	51973	SEWER PUMPING PS	ON CALL		2,000.00	76.84	2,076.84
	G	-36-3-8120-1-51973	-	COVER COSTS THROUGH YR-END	12/29/2020			
60	G3638121	51900	SEWER PUMPING PS	LABORER SEWER		177,461.85	-76.84	177,385.01
	G	-36-3-8120-1-51900	-	COVER COSTS THROUGH YR-END	12/29/2020			

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
	ACCOUNT				LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2020	12	237	12/29/2020	BUDGET CCM	122920 BUA TRANS-PAY	1	1		
61	A3769054	54776		UNEMPLOYMENT INSURANCE	UNEMPLOYMENT INSURANCE		37,477.98	9,000.00	46,477.98
	A	-37-6-9050-4-54776	-		COVER COSTS THROUGH YR-END		12/29/2020		
62	A3567191	51590		ICE RINK PS	SKATEGUARDS & INSTRUCTORS		38,885.00	-9,000.00	29,885.00
	A	-35-6-7181-1-51590	-		COVER COSTS THROUGH YR-END		12/29/2020		
63	A3567141	51391		RECREATION EXPENSES PS	ADMINISTRATIVE DIRECTOR		95,112.00	1,820.00	96,932.00
	A	-35-6-7140-1-51391	-		COVER COSTS THROUGH YR-END		12/29/2020		
64	A3567141	51456		RECREATION EXPENSES PS	PROGRAM COORDINATOR		87,905.18	-1,820.00	86,085.18
	A	-35-6-7140-1-51456	-		COVER COSTS THROUGH YR-END		12/29/2020		
65	A3113621	51960		BUILDING DEPARTMENT PS	OVERTIME		3,063.34	1,044.55	4,107.89
	A	-31-1-3620-1-51960	-		COVER COSTS THROUGH YR-END		12/29/2020		
66	A3011424	54720		CITY ATTORNEY CONTRCATED SERVICE	SERVICE CONTRACTS - PROF SERV		52,772.05	-1,044.55	51,727.50
	A	-30-1-1420-4-54720	-		COVER COSTS THROUGH YR-END		12/29/2020		
67	A3113624	54740		BUILDING DEPARTMENT CONTRACTED SERVICE	SERVICE CONTRACTS - EQUIPMENT		721.67	18.10	739.77
	A	-31-1-3620-4-54740	-		COVER COSTS THROUGH YR-END		12/29/2020		
68	A3517512	52200		CITY HISTORIAN EQ CAP OUTLAY OFFICE EQUIPMENT	EQUIPMENT		300.00	-18.10	281.90
	A	-35-1-7510-2-52200	-		COVER COSTS THROUGH YR-END		12/29/2020		
69	A3618681	51960		PLANNING AND ECON DEVELOP PS OVERTIME	OVERTIME		1,500.00	4,209.13	5,709.13
	A	-36-1-8687-1-51960	-		COVER COSTS THROUGH YR-END		12/29/2020		
70	A3618682	52200		PLANNING AND ECON DEVELOP EQ OFFICE EQUIPMENT	EQUIPMENT		2,500.00	-2,478.13	21.87
	A	-36-1-8687-2-52200	-		COVER COSTS THROUGH YR-END		12/29/2020		
71	A3011424	54720		CITY ATTORNEY CONTRCATED SERVICE	SERVICE CONTRACTS - PROF SERV		52,772.05	-873.04	51,899.01
	A	-30-1-1420-4-54720	-		COVER COSTS THROUGH YR-END		12/29/2020		
72	A3113622	52600		BUILDING DEPARTMENT EQ CAP SOFTWARE	SOFTWARE		1,000.00	-857.96	142.04
	A	-31-1-3620-2-52600	-		COVER COSTS THROUGH YR-END		12/29/2020		
73	A3719081	51990		SICK LEAVE	SICK LEAVE		178.24	381.07	559.31
	A	-37-1-9089-1-51990	-		COVER COSTS THROUGH YR-END		12/29/2020		
74	A3113622	52600		BUILDING DEPARTMENT EQ CAP SOFTWARE	SOFTWARE		1,000.00	-142.04	857.96
	A	-31-1-3620-2-52600	-		COVER COSTS THROUGH YR-END		12/29/2020		
75	A3517512	52200		CITY HISTORIAN EQ CAP OUTLAY OFFICE EQUIPMENT	EQUIPMENT		300.00	-239.03	60.97
	A	-35-1-7510-2-52200	-		COVER COSTS THROUGH YR-END		12/29/2020		

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
	ACCOUNT				LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2020	12	237 12/29/2020	BUDGET	CCM 122920	BUA TRANS-PAY	1	1		
76	A3719081 58030			SICK LEAVE	CITY PORTION SOCIAL SECURITY		.00	42.87	42.87
	A -37-1-9089-1-58030 -				COVER COSTS THROUGH YR-END		12/29/2020		
77	A3517512 52200			CITY HISTORIAN EQ CAP OUTLAY OFFICE EQUIPMENT			300.00	-42.87	257.13 B
	A -35-1-7510-2-52200 -				COVER COSTS THROUGH YR-END		12/29/2020		
					** JOURNAL TOTAL			0.00	

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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 12	237								
BUA A3143411-51980	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	HOLIDAY PAY	5	10,000.00	
BUA A3143411-51730	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		10,000.00
BUA A3143411-51960	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	FIREFIGHTERS	5		
BUA A3143411-51950	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5	18,493.79	
BUA A3143411-51730	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	OVERTIME	5		
BUA A3143121-51980	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		8,493.79
BUA A3143121-51630	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COMP TIME	5		
BUA A3143121-51960	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		10,000.00
BUA A3143121-51950	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	FIREFIGHTERS	5		
BUA E3577161-51100	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5	10,000.00	
BUA E3577161-51101	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	HOLIDAY PAY	5		
BUA E3577161-51103	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		10,000.00
BUA E3577161-51132	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	POLICE OFFICERS	5		
BUA E3577161-51133	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		10,000.00
BUA A3031491-51400	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	OVERTIME	5	23,000.00	
BUA A3031491-51020	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		23,000.00
BUA A3031491-51455	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COMP TIME	5		
BUA A3031491-51020	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		23,000.00
BUA A3031494-54110	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	EXECUTIVE DIRECTOR FOR CITY CE	5	6,600.00	
BUA A3031594-54610	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		2,150.00
BUA A3031624-54180	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	SALES DIRECTOR	5		
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5	2,030.00	
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	SALES REPRESENTATIVE	5		2,030.00
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		7,775.00
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	OPERATIONS MANAGER	5		
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		18,555.00
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	WORKING SUPERVISOR	5		
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		25.00
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	PUBLIC WORKS OFFICE SUPERVISOR	5		
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		25.00
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	DEPUTY COMMISSIONER	5		
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5	50.00	
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	DPW COORDINATOR	5		
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		50.00
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	DEPUTY COMMISSIONER	5		
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5	1,000.00	
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	OFFICE SUPPLIES	5		
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		1,000.00
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	DEPUTY COMMISSIONER	5		
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		2,000.00
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	REPAIRS & MAINTENANCE BUILDING	5	2,000.00	
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		2,000.00
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	DEPUTY COMMISSIONER	5		
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		1,000.00
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	OTHER SUPPLIES	5		
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		1,000.00
	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	LABORER	5		

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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
BUA A3031651-51160	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031491-51020	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		AUTO SERVICE MANAGER	5	25.00	
BUA A3031651-51960	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		DEPUTY COMMISSIONER	5		25.00
BUA A3031654-54180	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		OVERTIME	5	2,000.00	
BUA A3031654-54180	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		LABORER	5		2,000.00
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031654-54180	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		OTHER SUPPLIES	5	2,000.00	
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		LABORER	5		2,000.00
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		OVERTIME	5	2,000.00	
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		LABORER	5		2,000.00
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		OTHER SUPPLIES	5	3,000.00	
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		LABORER	5		3,000.00
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		LABORER	5		3,000.00
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		OVERTIME	5	3,000.00	
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		LABORER	5		3,000.00
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		SPECIAL EVENTS	5	151.64	
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		DEPUTY COMMISSIONER	5		151.64
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		STREET LIGHTING	5	12,000.00	
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		LABORER	5		12,000.00
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		LABORER	5	1,197.66	
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		OTHER SUPPLIES	5		1,197.66
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		CITY PORTION SOCIAL SECURITY	5	90.58	
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		OTHER SUPPLIES	5		90.58
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		LABORER	5		200.00
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		DEPUTY COMMISSIONER	5		200.00
BUA A3031651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END			

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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
BUA A3638191-51900	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	LABORER	5	750.00	
BUA A3031441-51043	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		750.00
BUA A3638191-51960	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	ENGINEERING TECH	5		
BUA A3537211-51960	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5	500.00	
BUA A3638194-54520	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	OVERTIME	5		500.00
BUA A3335651-51900	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		
BUA F3638311-51455	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	OVERTIME	5	500.00	
BUA F3638351-51900	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		
BUA G3638111-51960	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	GAS & OIL	5	10.00	
BUA G3638121-51900	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		500.00
BUA G3638121-51973	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	LABORER	5		
BUA G3638121-51900	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		
BUA G3638121-51973	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	DPW COORDINATOR	5	1,000.00	
BUA G3638121-51900	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		1,000.00
BUA G3638121-51973	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	LABORER WATER	5	76.84	
BUA G3638121-51900	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		76.84
BUA A3769054-54776	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	OVERTIME	5	9,000.00	
BUA A3567191-51590	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		9,000.00
BUA A3567141-51391	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	UNEMPLOYMENT INSURANCE	5	1,820.00	
BUA A3567141-51456	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		1,820.00
BUA A3113621-51960	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	SKATEGUARDS & INSTRUCTORS	5	1,044.55	
BUA A3011424-54720	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		1,044.55
BUA A3113624-54740	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	ADMINISTRATIVE DIRECTOR	5	18.10	
BUA A3517512-52200	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		18.10
BUA A3618681-51960	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	OFFICE EQUIPMENT	5	4,209.13	
BUA A3618682-52200	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		2,478.13
BUA A3011424-54720	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	OVERTIME	5		873.04
BUA A3113622-52600	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	COVER COSTS THROUGH YR-END	5		857.96
BUA A3719081-51990	12/29/2020	TRANS-PAY	BUDGET	CCM	122920	SOFTWARE	5	381.07	
						SICK LEAVE	5		

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YEAR PER	JNL									
SRC ACCOUNT										
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB		DEBIT		CREDIT
					COVER COSTS THROUGH YR-END					
BUA A3113622-52600	12/29/2020 TRANS-PAY	BUDGET	CCM 122920		SOFTWARE	5				142.04
	12/29/2020 TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END					
BUA A3517512-52200	12/29/2020 TRANS-PAY	BUDGET	CCM 122920		OFFICE EQUIPMENT	5				239.03
	12/29/2020 TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END					
BUA A3719081-58030	12/29/2020 TRANS-PAY	BUDGET	CCM 122920		CITY PORTION SOCIAL SECURITY	5		42.87		
	12/29/2020 TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END					
BUA A3517512-52200	12/29/2020 TRANS-PAY	BUDGET	CCM 122920		OFFICE EQUIPMENT	5				42.87
	12/29/2020 TRANS-PAY	BUDGET	CCM 122920		COVER COSTS THROUGH YR-END					
					JOURNAL 2020/12/237	TOTAL		.00		.00

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

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



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Board of Directors

December 21, 2020

Erica Fuller
President

City of Saratoga
rachelp@saratoga-springs.org

Karen Sosler
Vice President

Dear Rachel and our friends at the City of Saratoga:

Tom Meaney
Treasurer

We are amazed and honored that during a time of such uncertainty you have made it a priority to continue supporting those in need. Thank you so very much for your recent donation of 22 cell phones and a various cases.

David Cumming
Secretary

For victims of abuse, isolation presents a landscape ripe for escalation. Abusers are constantly present to gain power and control over their homebound victims.

Jake Behuniak

Stephanie Collins

We want to assure you that through creative adaptations, Wellspring continues to provide all of the essential victim assistance and community education services that we always have. Our phone hotline is available for clients 24/7 and because it is not always safe for someone to pick up the phone, Wellspring has launched an internet-based chat line to help support our clients who cannot call.

Andi Dolinsky

Giovanna D'Orazio

Dean Kolligian

John Pecora

Reasons like this are why donations like yours are more critical now than ever. We are forever thankful that amidst so much distress, you chose to support Wellspring and our clients.

Kevin Ronayne

Margaret Roohan

Margaret Smith

So with deepest gratitude, thank you. Your generosity allows us the opportunity to continue making a positive impact as we support survivors and our community at large during this time of exponential need.

Lester Snyder

Linda Toohey

**Thank you for your gift and for joining us in this important work.
Together, we will conquer this.**

Happy holidays!

Maggie Fronk
Executive Director

Stevie Fellows
Director of Development

Your gift is tax deductible. In accordance with the current IRS Tax Code, Wellspring affirms that we did not and will not provide any goods or services to you, in whole or in part, in consideration for this donation.